

Avēsis

A National Vision and Dental Company

Arizona AHCCCS 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 _____, 200__, 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) Arizona Health Care Cost Containment System (AHCCCS) – Arizona Health Care Cost Containment System is comprised of the administration, Sponsors, and other arrangements through which health care services are provided to an eligible Member defined by A.R.S. § 36-2902, et. seq.
- (2) Arizona Long Term Care System (ALTCS) – Arizona Long Term Care System is a program under AHCCCS that delivers long term, acute, behavioral health care and case management services to eligible Members, as authorized by A.R.S. § 36-2932, et. seq.
- (3) 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 (15) and G (1).
- (4) 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.
- (5) Covered Benefits and Fee Schedule – 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.
- (6) 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.
- (7) 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 who is participating under this Agreement is listed on the signature page of this Agreement. See section D (11) regarding requirements for employee dentists.
- (8) Avesis Provider Manual. Avesis shall loan one (1) Avesis Provider Manual to each dentist location for use while this Agreement is in effect at the Provider’s specified location.
- (9) Member – An individual, spouse or dependent that is eligible to receive covered dental benefits.

- (10) Necessary Treatment. Treatment that has been determined by the treating Provider or Dentist Provider to be necessary for the appropriate dental care of a Member and is limited by the services covered in the Avesis Covered Benefits and Fee Schedule.
- (11) Professional Entity – Licensed facility or clinic within a facility authorized to render health care services.
- (12) Provider – the individual or partnership that is licensed or otherwise authorized in this State to furnish health care services and who has entered into a written Agreement with Avesis to provide dental services to eligible Members.
- (13) Sponsor – An HMO, insurer, employer, or other entity that has entered into an agreement with Avesis to provide Covered Benefits. See explanation in Addendum.
- (14) Usual and Customary Fee. The Fee charged to private paying patients for the same procedure or service during the same period of time.

B. TERM.

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

C. RESPONSIBILITIES OF AVESIS.

- (1) Sponsor Contracts. Avesis will enter into group contracts with employers, employee groups, unions, corporations, insurance carriers, and other organizations whose Members may obtain professional services and related products from Avesis participating Providers. See Addendum for specific details regarding individual Sponsor. The Sponsor set forth on the Addendum shall be the only Sponsor for which the Provider will be a participating Provider. No other sponsor shall be added to this Agreement without the mutual consent of Avesis and Provider.
- (2) Covered Benefits and Fee Schedule. Avesis shall provide a listing of all Covered Benefits and the Fee Schedule in the Avesis 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 and/or Dentist Provider 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. Provider may obtain eligibility information using 270/271 electronic transaction set.
- (5) Avesis Provider Manual. Avesis shall loan one (1) Avesis Provider Manual to each dentist location for use while this Agreement is in effect at the Provider's specified location. Provider agrees to comply with the contents of the Avesis Provider Manual, as it may be revised and to keep the Avesis Provider Manual confidential.

Provider shall not copy or disclose such information to third parties except as required for the conduct of the Provider's business. Provider shall be given thirty (30) days prior written notice of revisions to the Avesis Provider Manual.

- (6) Payment Processing. Avesis shall transmit payments for all Clean Claims to Provider within thirty (30) business days or more frequently as may be required by state or federal rules.
- (7) Regulatory Compliance. Avesis shall establish and enforce policies and procedures designed to ensure Avesis' and Provider's and/or Dentist Provider's continued compliance with State and Federal regulations including HIPAA, CFR, and the Department of Labor. For the AHCCCS program, Avesis complies with Arizona Administrative Code, Arizona Revised Statutes, and Policies and Procedures for dental services as set forth by the Arizona Health Care Cost Containment System (AHCCCS).

D. RESPONSIBILITIES OF PROVIDER.

- (1) Professional Services. Provider and/or Dentist Provider shall be properly licensed in the jurisdiction where services are rendered 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 fashion. Routine care shall be rendered within forty five (45) days of Member telephoning for an appointment. Office wait times shall not exceed one (1) hour in length. The development of home and community based services shall include provisions for the availability of services on a seven (7) day-a-week basis and for extended hours as dictated by the Member's needs. Practice availability for AHCCCS Members shall be equal to, or better than community norms. If Provider has closed practice to Arizona Health Care Cost Containment System (AHCCCS) Members, Provider must notify Avesis in writing at least five (5) business days prior to closing practice and closure will be effective the first day of the month following receipt of notification. If Provider's office is open to any AHCCCS Members then it must remain open to all of Sponsor's Members.
- (3) Reporting. Avesis shall randomly and anonymously telephone Provider to ascertain average appointment wait times for AHCCCS Members.
- (4) Dental Emergency and Urgent Care. In the case of a Dental Emergency, Provider and/or Dentist Provider shall make every effort to see the Member immediately and shall see the Member within twenty four (24) hours, seven (7) days a week. For weekend Dental Emergencies, Provider and/or Dentist Provider shall have an answering service, pager, or cell phone number available for contact. In the case of Urgent Care, Provider and/or Dentist Provider shall make every effort to see the Member within three (3) days of request. Avesis shall permit treatment of Dental Emergency for Members 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-Treatment 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 rendered on the Covered Benefits and Fee Schedule 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 and Fee

Schedule as being the responsibility of the Member, such as deductibles, co-payments, and charges for additional services and materials not specified on the Covered Benefits and Fee 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, the Provider will maintain Member records and radiographs for a period of not less than seven (7) years or such other period as set forth in applicable law. Records shall be maintained in accordance with applicable industry standards. Records shall be provided to any subsequent designated dental provider according to state law and Medicaid policy.
- (a) Confidentiality of Records. Confidentiality of Member records and personal information shall be maintained in accordance with all applicable State and Federal laws in force as of the effective date of this Agreement and those that may be enacted in the future. Provider shall not use any information received in the course of rendering 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.
- (b) Records Access. Provider agrees that Avesis, its agents or representatives, and Centers for Medicare and Medicaid Services (CMS) and Arizona Health Care Cost Containment System (AHCCCS) shall have access to billing and Member records for Members for whom care has been rendered by the Provider. Provider shall notify Avesis within twenty four (24) hours of any request for record inspection(s) by state or federal authorities. Members may review, request, and annually receive a copy, free of charge, of those portions of the designated record set (DRS) that were generated by the Provider. Members may request that specific Provider information be amended or corrected. Members may not review, amend, correct, or receive a copy of the DRS that are prohibited from view under HIPAA. AHCCCS may request sufficient copies of records free of charge within ten (10) business days of receipt of request. Medical records or copies shall be forwarded to a Member's PCP within ten (10) business days from request by the Member or the Member's PCP.
- (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 Avesis' Cultural Competency Plan. The Plan is available in the Avesis Provider Manual.

- (9) Credentialing Program. Provider and/or Dentist Provider agree to adhere to all of the requirements established by NCQA, the Arizona Administrative Code, and Avesis with regard to credentialing and recredentialing of providers.
- (10) Quality Assurance/Quality Improvement (QA/QI). Provider and/or Dentist Provider acknowledges and agrees to respond to or comply with request(s) and/or recommendation(s) of the QA/ QI Program as they may relate to quality assurance, utilization review and Member grievance program as explained in the Avesis Provider Manual.
- (11) Personnel and Office Address. Provider shall supply 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 and/or Dentist Provider have independent dental practices, said Provider and/or Dentist Provider must execute 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 Dentist Provider practicing with Provider. Dentist Provider 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 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 for Medicaid. 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 regular dentist 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 dentist 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 dentist shall have a valid State AHCCCS number.
- (13) Specialty Referrals. Provider and/or Dentist Provider acknowledge that certain dental services may require referral to a Specialty Dentist. If that is necessary, Provider and/or Dentist Provider agree to follow the Specialty referral guidelines as defined in the Avesis Provider Manual.
- (14) Pre-Treatment. Provider and/or Dentist Provider acknowledge that certain dental services may require Pre-Treatment estimates. If that is necessary, Provider and/or Dentist Provider agree to follow the Pre-Treatment referral guidelines as defined in the Avesis Provider Manual, except in emergency situations as described in Section D (4).
- (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 one hundred and eighty days (180) days may result in loss of reimbursement for services rendered. Claim disputes will be referred to the Avesis Chief Dental Officer and if not settled shall fall under Sections O (5) or Sections O (13).

- (16) Non-discrimination. Provider and/or Dentist Provider shall not discriminate in the treatment or quality of services rendered to Member's on the basis of race, religion, color, creed, sexual orientation, disability status, who specialize in the treatment of costly conditions or any other basis. Provider and/or Dentist Provider agree to comply with all applicable federal and state law relating to non-discrimination and equal opportunity.
- (17) Policies and Procedures. Provider and/or Dentist Provider agree to comply with Avesis rules and regulations and all Avesis policies as described in the Avesis Provider Manual.
- (18) Medicaid and NPI Number. Provider and/or Dentist Provider shall have his or her own distinct AHCCCS 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 and/or Dentist Provider shall have the responsibility for determining treatment and administering care. Nothing in this Agreement shall be construed to interfere with the Provider/Member or Dentist Provider/Member professional relationship, or limit Provider and/or Dentist 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 and/or Dentist 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.
- (2) Independent Contractor. Provider and/or Dentist Provider 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 render services to non-Sponsor Members and enter into agreements with other networks and organizations for such purposes.
- (4) Rights Reserved by Avesis. Avesis retains all ownership rights in the Avesis networks and system and to the names and marks AVESIS®, together with any and all other trademarks and service marks that may hereafter be adopted or used by Avesis. Provider retains all ownership rights in the names and marks of Provider, together with any and all other trademarks and service marks and service marks that may hereafter be adopted or used by Provider. Provider and Avesis shall not advertise or use any names, symbols, trademarks, or service marks of other party in any advertising or public communication without the written authorization of that party.

F. INDEMNIFICATION.

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

G. CLAIMS AND PAYMENT.

- (1) Claims Processing. If the Sponsor's program includes the payment of claims for Covered Benefits provided to its Members, and if the Sponsor retains Avesis as its claims administrator, then Provider shall submit claims to Avesis electronically or on the current ADA Claim Form, or manually entered on the Avesis website when submitting the information required to receive payment for Covered Benefits. Avesis requires Provider and/or Dentist Provider to follow all relevant 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 for in the Avesis Provider Manual, together with all reasonably requested additional documentation, no later than one hundred and eighty days (180) days after providing the Covered Benefits. Avesis shall provide prompt payment in accordance with the laws of the jurisdiction where services are rendered as described in Section C (6) and the terms of the Medicaid Addendum, 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 (5) or Sections O (13).
- (2) Compensation. Contingent upon receipt of payment from Sponsor, Avesis shall pay Provider according to the Covered Benefits and Fee Schedule. The Covered Benefits and Fee Schedule are subject to change with sixty (60) days prior written notice from Avesis.

If Avesis identifies an overpayment to Provider from Avesis, Avesis shall reduce payment to the Provider for all subsequent claims submitted by Provider by up to ONE HUNDRED PERCENT (100%) as determined by Avesis, until overpayment amount has been recovered. Avesis reserves the right to adjust or offset payments due to Provider at the sole discretion of Avesis if Provider fails to submit necessary information; fails to comply with any of the terms of this Agreement; receives any compensation to which they are not entitled to under the terms of this Agreement; or if in the discretion of Avesis there has been an unsatisfactory treatment

outcome. Such right of offset shall be in addition to all other rights and remedies available under applicable law. Claim disputes will be referred to the Avesis Chief Dental Officer and if not settled shall fall under Sections O (5) or Sections O (13).

- (3) Payments to Professional Entity. If a Professional Entity executes this Agreement, all payments for Covered Services provided to Members shall be sent to the Professional Entity. The Professional Entity shall be solely responsible for compensating Dentist Provider and employees or agents providing services directly or indirectly to Members. Avesis shall have no responsibilities other than paying the compensation required hereunder to the Professional Entity. Professional Entity shall obtain AHCCCS number as required.
- (4) Program Coverage. Provider and/or Dentist Provider agree to submit Pre-Treatment 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 emergent and urgent treatment see procedures described in Section D (4).
- (5) 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 Benefits. This provision does not prohibit Provider from seeking to collect co-insurance, co-payments or deductibles from Members or fees for non-covered services delivered on a fee for services basis to Members as well as services received by ineligible persons in accordance with the terms of the Covered Benefits and Fee Schedule. Provider agrees that Provider shall hold the Member harmless and shall not bill the Member for non-covered services if the non-covered services are not covered as a result of any error or omission by Provider. This hold harmless provision shall supersede any oral or written agreement entered into between Provider, Avesis, Sponsor and Members or designees and shall survive the termination of the Agreement regardless of the cause giving rise to the termination. In the event that Avesis or Sponsor will not pay for Covered Benefits for Member(s) performed by Provider/Dentist Provider under this Agreement, Provider shall not seek payment from the jurisdiction where services were rendered, Members or the State agencies.
- (6) 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 the Member knowingly elects to receive the non-covered procedure(s) or treatment(s), the Member would pay one hundred percent (100%) of 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 Avesis Provider Manual.

- (7) Coordination of Benefits. Provider will notify Avesis when it is determined that a Member may be entitled to coverage under any other Sponsor Plan. If Avesis is the primary carrier, Provider agrees that Avesis' obligation to Provider will not exceed the compensation described in the Covered Benefits and Fee Schedule. If Avesis is the secondary carrier, Provider agrees that Avesis' obligation to Provider will not exceed the compensation described in the Covered Benefits and Fee Schedule and Provider will refund the aggregate compensation Provider received from other Sponsor for services or goods in question.

- (8) Missed Appointment. Provider shall not bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from or have recourse against a Member participating in a government program or persons acting on behalf of a Member for a missed appointment. Nothing herein shall prevent Provider from refusing to render services to a Member who repeatedly misses appointments without notification; provided that this is the policy in place for the practice.

- (9) Continuation of Care. If Provider and/or Dentist Provider is rendering services to Member upon execution of this Agreement, Provider and/or Dentist Provider agrees to submit existing treatment plan to Avesis. At no time following the execution of this Agreement shall the Provider and/or Dentist Provider be required to continue treatment with a Member with whom Provider and/or Dentist Provider cannot maintain a professional relationship with or the service to be rendered is beyond the scope of their ability. Provider and/or Dentist Provider must work with Avesis and Sponsor to transition care for Member. Provider and/or Dentist Provider agree to complete any treatment in progress for a newly enrolled Member. Avesis agrees to reimburse according to the terms of this Agreement for such treatment.

- (10) Work in Progress. Upon termination of Agreement between Provider and Avesis, Provider and/or Dentist Provider agree to complete all work in progress within ninety (90) days. All services rendered after Provider's termination date require prior approval by Avesis and shall be reimbursed pursuant to the rates set forth in the Addendum. With Agreement from Avesis, this time frame may be extended to prevent any issue of Member abandonment. Avesis agrees to compensate Provider within said timeframe.

H. REPRESENTATIONS OF PARTICIPATING PROVIDER.

Provider hereby represents and warrants to Avesis that:

- (1) Authorization. The individual executing this Agreement on behalf of Provider and/or Dentist 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 has read the entire Agreement and represents that they are capable of complying and will comply with the terms of the Agreement and the Avesis Provider Manual.
- (4) Licensure History. Provider agrees that relevant information concerning Provider and/or Dentist Provider shall be submitted to Avesis for the credentialing process.

I. PROFESSIONAL REQUIREMENTS.

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

- (1) Insurance. While this Agreement is in effect, Provider and/or Dentist Provider shall keep in force all insurance required by state law and Provider and/or Dentist Provider at its sole expense, agrees to maintain professional liability insurance of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate, as well as broad form comprehensive public liability insurance and products liability insurance (if applicable); for injury to one (1) person and for injuries to more than one (1) person arising out of the same incident; and such other available insurance as shall be necessary to ensure Provider and/or Dentist Provider and employee(s) against any and all damages arising from its duties and obligations under this Agreement. Provider and/or Dentist Provider shall promptly deliver to Avesis certificates evidencing the insurance required hereunder in response to Avesis' request to do so, and shall notify Avesis immediately of any changes in insurance or coverage. Insurance carried by Provider will not relieve Provider from the indemnity obligations contained in Section F.
- (2) Licensure. Provider and/or Dentist Provider and Para-professional(s) or agents rendering services to Members shall be appropriately licensed to render such services as required by State or Federal law or any regulatory agency. Such licenses shall be maintained in good standing. Provider shall provide Avesis a copy of said license(s) upon execution of this contract and all renewals thereof.
- (3) Professional Training. Provider and/or Dentist Provider and Para-Professionals or agents rendering services to Members shall possess and maintain the training and ability and licensure as required to provide quality care to Members. Avesis will review the status of the Provider and/or Dentist Provider following notification of any action by the Arizona State Board of Dental Examiners or other appropriate professional board as applicable.
- (4) Professional Standards. Provider and/or Dentist 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 Arizona State Board of Dental Examiners or other appropriate standard of care and shall comply with all standards for dentists as established by Federal or State law or regulation and as set forth in the Avesis Provider Manual. Claim disputes will be referred to the Avesis Chief Dental Officer and if not settled shall fall under Sections O (5) or Sections O (13).

- (5) Professional Review Process. Any instance where there is a possible violation of standards of care as set forth in the Avesis Provider Manual, the issue will first be referred to the State Dental Director and/or 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 Standards, Provider and/or Dentist Provider will be given written notice and a thirty (30) days period to rectify the situation. In the event that the Chief Dental Officer determines there is potential risk to Members due to the violation, Avesis shall have the right to immediately terminate the Provider and/or Dentist Provider with cause, as referenced in Section K (2). If Provider and/or Dentist Provider do 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 (5) or Sections O (13).
- (6) Continuing Education. Provider and/or Dentist Provider and all employees or agents rendering services to Members shall comply with all continuing education requirements as mandated by Federal or State law or regulation.
- (7) Regulatory Compliance. Provider and/or Dentist Provider must meet the minimum requirements for participation in the Medicaid program as provided by the jurisdiction where services are being provided.
- (8) **Provider shall notify Avesis within two (2) business days of Provider and/or Dentist Provider notification 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 Provider and/or Dentist Provider's ability to practice dentistry including all licensed professional personnel rendering services to Member's under this Agreement.**

J. ASSIGNMENT.

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

K. TERMINATION.

- (1) Without Cause. This Agreement may be terminated without cause by either party providing written notice to the other at least ninety (90) days prior to termination of this Agreement. It is understood that during the ninety (90) day period, the Agreement and the obligations and duties hereunder shall remain in force and effect at Avesis' election.
- (2) With Cause - Provider. This Agreement shall be terminated automatically and immediately with respect to a Provider upon notification that Provider's professional license or certification has been suspended, cancelled or not

renewed, loss or suspension of DEA license, loss of Avesis required Provider insurance(s), Provider's conviction of a felony, failure of Provider to meet credentialing, grievance or quality assurance requirements for any state or federal regulatory agencies or designees or failure to provide quality services to Members. Provider may appeal the termination decision upon written notification stating the grounds for said appeal, within ten (10) days of notification of termination. Further, this Agreement shall be terminated should Provider be convicted of an offense involving Avesis and/or Sponsor or be convicted of an offense related to Medicare or Medicaid. This Agreement shall automatically terminate upon the death or retirement of Provider.

- (3) With Cause - Dentist Provider. Dentist Provider shall be terminated from Avesis network automatically and immediately with respect to a Dentist Provider upon notification that Dentist Provider's professional license or certification has been suspended, cancelled or not renewed, loss or suspension of DEA license, loss of required professional liability insurance(s), Dentist Provider's conviction of a felony, failure of Dentist 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. Dentist 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 Dentist Provider be convicted of an offense involving Avesis and/or Sponsor or be convicted of an offense related to Medicare or Medicaid. This Agreement shall automatically terminate upon the death or retirement of Provider.
- (4) Appeals Process. Upon receipt of written notification of Appeal, stating grounds for the Appeal, Avesis shall convene a special meeting of the Quality Assurance/Quality Improvement Committee and will review all appropriate information and confirm or deny original decision. If the original decision is overturned, Provider and/or Dentist Provider will be reinstated. If the original decision is confirmed, the Provider and/or Dentist Provider shall continue to have the right to dispute resolution as referenced in Section O (5) and O (13).
- (5) Either party may terminate this Agreement for a material default by the other party if the default is not cured to the satisfaction of the non-defaulting party within thirty (30) days after the defaulting party is given written notice specifying the default. Termination of this Agreement does not nullify Provider and/or Dentist Provider responsibility for the adequacy of service and materials provided to Members or Avesis' responsibility to reimburse Provider for services rendered.

L. PROCEDURES AFTER TERMINATION.

Upon termination of this Agreement for any reason:

- (1) Cease Affiliation. Provider shall cease to be an authorized Avesis Provider and shall:
 - (a) immediately return to Avesis Provider Manual and any other materials or products loaned to Provider;
 - (b) immediately and forever cease and desist from using the Avesis Provider 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.

(1) Non-Solicitation. Provider and/or Dentist 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 and/or Dentist 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, seek an injunction and/or temporary restraining order to terminate or prevent the continuation of any such violation.

N. NOTICES.

All notices provided for in this Agreement shall be in writing and shall be deemed to have been duly given upon (a) actual delivery; (b) five days after deposit for mailing by registered or certified mail, postage prepaid, return receipt requested, addressed to the other party at the address shown herein; (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 in writing by mail to Avesis at the address stated herein:

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:

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 Arizona.

- (4) State/Jurisdiction. For the purposes of this Dental Provider Agreement, any reference to state or jurisdiction regarding licensure of Provider and/or Dentist Provider and all licensed and certified employees or agents will follow the rules of the Arizona State Board of Dental Examiners.
- (5) Disputes. Except as may otherwise be provided for herein, any and all disputes arising out of or relating to this Agreement and the transactions contemplated herein, shall be solely and finally settled by binding arbitration and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (the “**Rules**”), by 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 terms of this Agreement; and (b) the laws of the State of Arizona and shall issue a written award setting forth the reasons for his decision. Judgment on the award of the Arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, each party shall have the right to seek injunctive or other equitable relief in any court of competent jurisdiction to enforce the provisions of this Agreement without first seeking or obtaining any decision of the Arbitrator with respect to the subject matter of this Agreement as described in O (13), even if a similar or related matter has already been referred to arbitration in accordance with the terms of this paragraph.
- (6) Attorneys' Fees. Should Avesis incur attorneys' fees in order to enforce the terms and conditions of this Agreement, including post-term covenants, whether or not a legal action is instituted, Avesis shall be entitled to reimbursement of such attorneys' fees and costs, in addition to any other remedies Avesis may have at law or in equity.
- (7) Program Compliance. Provider agrees to comply fully with Avesis and Sponsor regarding (a) benefit exclusions; (b) administrative, utilization management, utilization review requirements; (c) credential verification program; (d) QA/QI program; and (e) provider sanction policies. Avesis agrees to notify Provider of any changes to the above mentioned programs at least thirty (30) days prior to the effective date of such change and agrees to allow Provider a mutually agreed upon time frame to comply with such changes.
- (8) Non-exclusivity. This Agreement is not an exclusive contract with Provider. Provider may contract with other Sponsors. This Agreement shall be regarded as confidential and its terms and contents shall not be disclosed to any other party unless agreed to in writing by Avesis and Provider. Either party may disclose the terms and contents to their legal representation without the consent of the other party.
- (9) Amendment or Restated Agreement. Avesis may amend or restate any part of the said Agreement. Provider will have at least thirty (30) days to implement such Amendment or change(s). If Provider does not accept the proposed Amendment or changes, Provider has fifteen (15) business days from receipt of proposed change to contact Avesis to confer in good faith to reach an agreement. If an agreement cannot be reached Avesis can terminate this Agreement. For Mobile/Portable Providers (MPP) see MPP Addendum.

- (10) Change in Status. Provider understands that any and all changes in the Provider's legal and/or contractual relationship to and with the Provider's clinical partners, who are also party to this Agreement must be communicated to Avesis in writing. Provider also agrees to provide Avesis thirty (30) days notice of any closure or their practice to additional Members or new location of their practice.
- (11) Waiver of Breach. The waiver by either party of a breach or violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
- (12) Responsibility for Actions. Each party shall be responsible for any and all claims, liabilities, damages, or judgments that may arise as a result of its own negligence or intentional wrongdoing.
- (13) Arbitration. If a dispute regarding payment arises by either party involving a contention in performing their obligation or responsibility under this Agreement, then the party making such contention shall promptly give notice to the other party. Such notice shall be set forth in writing, the detail of the party's contention and shall be sent by Certified Mail Receipt Requested. The other party shall within thirty (30) calendar days of receipt of the notice provide a written response seeking to satisfy the party that gave notice regarding the matters as to which notice was given. Following such response, or the failure of the second party to respond to the complaint of the first party within thirty (30) calendar days, if the party that gave notice of dissatisfaction remains dissatisfied, then the party shall so notify the other party and the matter shall be promptly submitted to inexpensive and binding arbitration.
- (14) Assignment. Avesis may assign this Agreement immediately without written agreement from Provider. Provider must obtain Avesis written consent from Avesis to assign this Agreement.
- (15) Form. All words used herein in the singular number shall extend to and include the plural. All words used in the plural number shall extend and include the singular. All words used herein apply to all genders.
- (16) Errors. Avesis shall make every effort to maintain accurate information, however, Avesis shall not be held liable for any damages directly or indirectly due to typographical errors. The Provider agrees to notify Avesis of any errors found in remittance statements.
- (17) Entire Agreement. This Agreement, together with any Exhibits and Fee Schedule referred to herein constitute the entire Agreement between Provider and/or Dentist Provider and Avesis. This Agreement supersedes all prior and contemporaneous agreements, understandings and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified or amended other than by an agreement in writing as described in O (9).



This Dental Provider Agreement is hereby agreed to by the parties hereto and effective the ____ day of _____, 200____.

By: _____
Printed Name

By: Avesis Third Party Administrators, Inc.

Signature

Signature

Practice/Corporation Name

Title

Address

City/State/ Zip

Date: _____

Date: _____

ADDITIONAL PROVIDERS

Please Print Proper Legal Name

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

AHCCCS ADDENDUM

A. AHCCCS COVERED BENEFITS AND COMPENSATION

Effective October 1, 2007, the CDT fees for Covered Benefits for eligible ALTCS Members, will be 100% of the current prevailing AHCCCS fees in effect on October 1, 2007.

Effective October 1, 2008, the CDT fees for Covered Benefits for eligible Acute Care Members, will be 100% of the current prevailing AHCCCS fees in effect October 1, 2009.

B. SPONSOR FOR ARIZONA ALTCS AND ACUTE CARE DENTAL

Sponsor is Bridgeway Health Solutions.



ATTACHMENT A PRODUCT ATTACHMENT

ARIZONA LONG TERM CARE SYSTEM (ALTCS) ELDERLY & PHYSICALLY DISABLED (E/PD) and Acute Care (AC) PRODUCT

This Arizona Long Term Care System (ALTCS) Elderly & Physically Disabled (E/PD) Product Attachment (“Product Attachment”) is incorporated into the Dental Agreement (the “Agreement”) entered into by and between [_____] (“Provider”) and **Avesis Third Party Administrators, Inc.** (“Avesis”). This Product Attachment is effective on and after the Effective Date as defined in the Agreement.

I. RECITALS.

- A. Avesis has contracted to be a Subcontractor under the Arizona Health Care Cost Containment System (AHCCCS) Program in order to provide health and medical services to ALTCS and AC eligible individuals (the “State Contract”).
- B. Provider has entered into the Agreement with Avesis. This Attachment is intended to supplement the Agreement by setting forth the parties’ rights and responsibilities related to the provision of Covered Benefits to ALTCS and AC Enrollees. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this Product Attachment, this Product Attachment shall govern.
- C. Notwithstanding any provisions set forth in this Attachment, to the extent applicable, Provider shall comply with all duties and obligations under the Agreement, the Participating Health Care Provider Manual and this Attachment A. Provider agrees and understands that Covered Benefits shall be provided in accordance with the State Contract, the Participating Health Care Provider Manual, any applicable State Medicaid Agency Manuals, and all applicable State and federal laws and regulations. To the extent Provider is unclear about Provider’s duties and obligations, Provider shall ask Avesis for guidance.

II. DEFINITIONS APPLICABLE TO THIS PRODUCT.

The definitions listed below will supersede any meanings contained in the Agreement.

- A. **ADHS** means the Arizona Department of Health Services.
- B. **ALTCS** means the Arizona Long Term Care System (“ALTCS”), a program under AHCCCSA that delivers long term, acute, behavioral health care and case management services to eligible members, as authorized by A.R.S. § 36-2932.
- C. **AMPM** means the AHCCCS Medical Policy Manual available on the AHCCCS website at www.azahcccs.gov.
- D. **AHCCCS** means the Arizona Health Care Cost Containment System.
- E. **AHCCCSA** means Arizona Health Care Cost Containment System Administration.
- F. **Clean Claim** means a claim that may be processed without obtaining additional information from the provider of service or from a third party; but does not include claims under investigation for fraud or abuse or claims under review for Medical Necessity as defined by A.R.S. § 36-2904.
- G. **CRS** means Children’s Rehabilitative Services, as defined in 9 A.A.C.22, Article 1.

- H. **Days mean** calendar days unless otherwise specified.
- I. **Emergency Medical Condition** means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: a) placing the patient's health (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; b) serious impairment to bodily functions; or c) serious dysfunction or any bodily organ or part.
- J. **Emergency Medical Service** means Covered Benefits, both inpatient and outpatient, provided after the sudden onset of an Emergency Medical Condition as defined above. These services must be furnished by a qualified provider, and must be necessary to evaluate or stabilize the Emergency Medical Condition.
- K. **Enrollee or Member** means a ALTCS and AC recipient who is currently enrolled with BHS.
- L. **Primary Care Provider/Practitioner or PCP** means an individual who meets the requirements of A.R.S. 36-2901, and who is responsible for the management for the Member's or eligible person's health care. A PCP may be defined as a person licensed as an allopathic or osteopathic physician according to A.R.S. Title 32, Chapter 13 or Chapter 17 or a practitioner defined as a physician assistant licensed under A.R.S. Title 32, Chapter 25, or a certified nurse practitioner licensed under A.R.S. Title 32, Chapter 15.
- M. **Program Contractor or Contractor means** Bridgeway Health Solutions (BHS).
- N. **Subcontract** means the Agreement including this Product Attachment.
- O. **Subcontractor** means Provider.

III. ADDITIONAL OBLIGATIONS OF PROVIDER

- A. **PCP Obligations.** If Provider is a PCP, PCP's responsibilities shall include, but not be limited to the following:
 - 1. Supervision, coordination and provision of care to each assigned Member (except for well woman exams and children's dental services when provided without a PCP referral);
 - 2. Initiation of referrals for Medically Necessary specialty care;
 - 3. Maintaining continuity of care for each assigned Member;
 - 4. Maintaining the Member's medical record, including documentation of all services provided to the Member by the PCP, as well as any specialty or referral services;
 - 5. Screening for behavioral health needs at each EPSDT visit, and when appropriate, initiate a behavioral health referral; and
- B. **Appointment Standards.** Provider shall abide by Avesis' standards for the scheduling of appointments for Members. Avesis' standards are set forth in the Participating Health Care Provider Manual.
- C. **Cultural Competence.** Provider shall cooperate with Avesis' programs that seek to deliver health care services in a culturally competent manner and all requirements pertaining to limited English proficiency.

- D. **Medical Records.** When a Member changes PCPs, Provider agrees to transfer, at Provider's expense, Member's medical records or copies of medical records to the new PCP within ten (10) business days from receipt of the request for transfer of medical records. In addition, Provider agrees to provide Member with one (1) copy of Member's medical record free of charge.
- E. **Eligibility to Participate in Federal Health Care Programs.** Provider warrants and represents that Provider is currently not excluded from participation in Federal health care programs, under either section 1128 or section 1128A of the Social Security Act.
- F. **No Steerage.** Notwithstanding Article IV, A of this Product Attachment, Provider is prohibited from recommending or steering a Member in the Member's selection of a Program Contractor.
- G. **Coordination of benefits and Third Party Recovery.** Provider agrees to comply with Avesis' policies and procedures relating to coordination of benefits and determination of third-party liability as set forth in the Participating Health Care Provider Manual. Provider agrees to identify Medicare and other third-party liability coverage and to seek such Medicare or third-party liability payment before submitting claims to Avesis.
- H. **Quality and Utilization Programs.** Provider shall cooperate with Avesis' quality assurance programs and comply with the utilization control and review procedures specified in 42 CFR Part 456, as specified in the AMPM.
- I. **Prior Approval of AHCCCSA.** Any merger, reorganization or change in ownership of a Provider that is related to or affiliated with Avesis shall require a contract amendment and prior approval of AHCCCSA.
- J. **Nursing Facilities.** If Provider is a nursing facility subcontractor, Provider must have procedures in place to ensure that temporary nursing care registry personnel, including Nurse Aides, are properly certified and licensed before caring for Members, in accordance with 42 CFR 483.75(e) 3 and (g) 2. Provider shall ensure these registry personnel are fingerprinted as required by ARS §36-411.
- K. **Advance Directives.** Provider shall comply with BHS's policies and procedures and applicable federal and state requirements regarding advance directives for adult Members. Such requirements include:
 - 1. Maintaining written policies that address the rights of adult Members to make decisions about medical care, including the right to accept or refuse medical care and the right to execute an advance directive. If the agency/organization has a conscientious objection to carrying out an advance directive, it must be explained in policies. (A health care provider is not prohibited from making such objection when made pursuant to A.R.S. § 36-3205.C.1.)
 - 2. Provide written information to adult Members regarding an individual's rights under State law to make decisions regarding medical care and the health care provider's written policies concerning advance directives (including any conscientious objections).
 - 3. Documenting in the Member's medical record whether or not the adult Member has been provided the information and whether an advance directive has been executed.
 - 4. Not discriminating against a Member because of his or her decision to execute or not execute an advance directive, and not making it a condition for the provision of care.

5. Providing education to staff on issues concerning advance directives including notification of direct care providers of services, such as home health care and personal care, of any advanced directives executed by Members to whom they are assigned to provide services.

If Provider is a PCP and has an agreement with hospital, nursing facility, home health agency, hospice or organization responsible for providing personal care, Provider shall comply with the requirements of J(2) through (5) above.

If Provider is a hospital, nursing facility, home health agency, hospice or organization responsible for providing personal care, Provider shall provide a copy of the Member's executed advance directive, or documentation of refusal, to the Member's PCP for inclusion in the Member's medical record.

- L. **Collection of Co-payments.** Provider shall collect any required Co-payment from Members, but Provider shall not deny services to a Member for inability to pay the Co-payment. Except for permitted Co-payments and calculated share of cost, Provider shall not bill or attempt to collect any fee from, or for, a Member for the provision of Covered Services. Any required Co-payments collected shall belong to Provider.
- M. **Enrollment/Re-enrollment.** Provider shall consult and adhere to the Participating Health Care Provider Manual for enrollment/re-enrollment procedures.
- N. **Children's Rehabilitative Services.** Provider shall coordinate the Member's care with the CRS Program when a Member is determined eligible by Children's Rehabilitative Services Administration ("CRSA"). A member with private insurance is not required to utilize CRSA. If member has private insurance, provider will bill private insurance as primary and Avesis as payor of last resort. If a Member with a CRS covered condition refuses to participate in the CRS application process, or refuses to receive services from the CRS program, and member has no other insurance, provider may bill the member directly in accordance with AHCCCS regulations regarding billing for unauthorized services.

IV. AVESIS' OBLIGATIONS

- A. **Physician-Patient Communication.** Avesis agrees that Provider, when acting within the lawful scope of Provider's practice is not prohibited or otherwise restricted from advising or advocating, on behalf of a Member who is his or her patient, for: (1) the Member's health status, medical care or treatment options, including any alternative treatment that may be self-administered; (2) any information the Member needs in order to decide among all relevant treatment options; (3) the risks, benefits, and consequences of treatment or non-treatment; and (4) the Member's right to participate in decisions regarding his or her behavioral health care, including the right to refuse treatment, and to express preferences about future treatment decisions.
- B. **Termination.** Avesis may suspend, deny, refuse to renew or terminate the Agreement including this Product Attachment in accordance with the terms of Avesis' contract with AHCCCS and applicable law and regulation. If Provider is a Hospital or physician group, Avesis agrees to give Provider ninety (90) Days prior written notice of termination of the Agreement without cause.
- C. **No Covenant not to Compete.** Nothing in the Agreement or this Product Attachment shall be deemed or construed to be a covenant not to compete enforceable against Provider. Provider may contract with other AHCCCS contractors in its sole discretion.

D. Claims Processing and Payment.

1. Avesis agrees to reimburse Provider for previously recouped monies if Provider was subsequently denied payment by the primary insurer based on timely filing limits or lack of prior authorization and the Member failed to disclose additional insurance coverage other than AHCCCS.
2. Unless a subcontract specifies otherwise, Contractors shall ensure that 90% of all Clean Claims are paid within 30 Days of receipt of the Clean Claim and 99% are paid within 60 Days of receipt of the Clean Claim. Additionally, unless a shorter time period is specified in contract, the Contractor shall not pay a claim initially submitted more than 6 months after date of service or pay a Clean Claim submitted more than 12 months after date of service.
3. If Provider is a hospital, a slow payment penalty on hospital Clean Claims shall be paid in accordance with A.R.S. 2903.01.
4. In the absence of a contract specifying other late payment terms, Contractors are required to pay interest on late payments. Late claims payments are those that are paid after 45 Days of receipt of the Clean Claim (as defined in this contract). In grievance or claim dispute situations, interest shall accrue from the day following 45 Days after receipt of the Clean Claim through the date of payment resulting from the grievance/claim dispute decision. Interest shall be at the rate of ten per cent per annum, unless a different rate is stated in a written contract. In the absence of interest payment terms in a subcontract, interest shall accrue starting on the first day after the contracted Clean Claim payment date.

IV. NO OTHER CHANGES.

- A. Other than as set forth above, this Attachment shall not alter any of the terms or conditions of the Agreement, all of which shall remain in full force and effect.
- B. In the event of any questions from Provider regarding the existence or performance of Covered Benefits, Avesis shall assist Provider with proper citations and references to the contract between the AHCCCSA and BHS, and applicable statutes and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Attachment effective as of the date described forth above.

Avesis Third Party Administrators, Inc.

Provider:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax Identification Number: _____

State AHCCCS Number: _____

**ATTACHMENT B
MINIMUM SUBCONTRACT PROVISIONS**

For the sole purpose of this Attachment, the following definitions apply:

“*Subcontract*” means any contract between the Program Contractor and a third party for the performance of any or all services or requirements specified under the Program Contractor’s contract with AHCCCS.

“*Subcontractor*” means any third party with a contract with the Program Contractor for the provision of any or all services or requirements specified under the Program Contractor’s contract with AHCCCS.

All statutes, rules and regulations cited in this attachment are listed for reference purposes only and are not intended to be all inclusive as referenced in Section C (7) of the Agreement.

[The following provisions must be included verbatim in every contract.]

1. ASSIGNMENT AND DELEGATION OF RIGHTS AND RESPONSIBILITIES

No payment due the Subcontractor under this subcontract may be assigned without the prior approval of the Contractor. No assignment or delegation of the duties of this subcontract shall be valid unless prior written approval is received from the Contractor. (AAC R2-7-305)

2. AWARDS OF OTHER SUBCONTRACTS

AHCCCSA and/or the Contractor may undertake or award other contracts for additional or related work to the work performed by the Subcontractor and the Subcontractor shall fully cooperate with such other contractors, subcontractors or state employees. The Subcontractor shall not commit or permit any act which will interfere with the performance of work by any other contractor, subcontractor or state employee. (AAC R2-7-308)

3. CERTIFICATION OF COMPLIANCE – ANTI-KICKBACK AND LABORATORY TESTING

By signing this subcontract, the Subcontractor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 USC §§1320a-7b) or the “Stark I” and “Stark II” laws governing related-entity referrals (PL 101-239 and PL 101-432) and compensation there from. If the Subcontractor provides laboratory testing, it certifies that it has complied with 42 CFR §411.361 and has sent to AHCCCSA simultaneous copies of the information required by that rule to be sent to the Centers for Medicare and Medicaid Services. (42 USC §§1320a-7b; PL 101-239 and PL 101-432; 42 CFR §411.361)

4. CERTIFICATION OF TRUTHFULNESS OF REPRESENTATION

By signing this subcontract, the Subcontractor certifies that all representations set forth herein are true to the best of its knowledge.

5. CLINICAL LABORATORY IMPROVEMENT AMENDMENTS OF 1988

The Clinical Laboratory Improvement Amendment (CLIA) of 1988 requires laboratories and other facilities that test human specimens to obtain either a CLIA Waiver or CLIA Certificate in order to obtain reimbursement from the Medicare and Medicaid (AHCCCS) programs. In addition, they must meet all the requirements of 42 CFR 493, Subpart A.

To comply with these requirements, AHCCCSA requires all clinical laboratories to provide verification of CLIA Licensure or Certificate of Waiver during the provider registration process. Failure to do so shall result in either a termination of an active provider ID number or denial of initial registration. These requirements apply to all clinical laboratories.

Pass-through billing or other similar activities with the intent of avoiding the above requirements are prohibited. The Contractor may not reimburse providers who do not comply with the above requirements. (CLIA of 1988; 42 CFR 493, Subpart A)

6. COMPLIANCE WITH AHCCCSA RULES RELATING TO AUDIT AND INSPECTION

The Subcontractor shall comply with all applicable AHCCCS Rules and Audit Guide relating to the audit of the Subcontractor's records and the inspection of the Subcontractor's facilities. If the Subcontractor is an inpatient facility, the Subcontractor shall file uniform reports and Title XVIII and Title XIX cost reports with AHCCCSA. (ARS 41-2548; 45 CFR 74.48 (d))

7. COMPLIANCE WITH LAWS AND OTHER REQUIREMENTS

The Subcontractor shall comply with all federal, State and local laws, rules, regulations, standards and executive orders governing performance of duties under this subcontract, without limitation to those designated within this subcontract. (42 CFR 434.70) [42 CFR 438.6(l)]

8. CONFIDENTIALITY REQUIREMENT

Confidential information shall be safeguarded pursuant to 42 CFR Part 431, Subpart F, ARS §36-107, 36-2932, 41-1959 and 46-135, AHCCCS Rules and the Health Insurance Portability and Accountability Act (CFR 164).

9. CONFLICT IN INTERPRETATION OF PROVISIONS

In the event of any conflict in interpretation between provisions of this subcontract and the AHCCCS Minimum Subcontract Provisions, the latter shall take precedence.

10. CONTRACT CLAIMS AND DISPUTES

Contract claims and disputes shall be adjudicated in accordance with AHCCCS Rules.

11. ENCOUNTER DATA REQUIREMENT

If the Subcontractor does not bill the Contractor (e.g., Subcontractor is capitated), the Subcontractor shall submit encounter data to the Contractor in a form acceptable to AHCCCSA.

12. EVALUATION OF QUALITY, APPROPRIATENESS, OR TIMELINESS OF SERVICES

AHCCCSA or the U.S. Department of Health and Human Services may evaluate, through inspection or other means, the quality, appropriateness or timeliness of services performed under this subcontract.

13. FRAUD AND ABUSE

If the Subcontractor discovers, or is made aware, that an incident of suspected fraud or abuse has occurred, the Subcontractor shall report the incident to the prime Contractor as well as to AHCCCSA, Office of Program Integrity. All incidents of potential fraud should be reported to AHCCCSA, Office of the Director, Office of Program Integrity.

14. GENERAL INDEMNIFICATION

The parties to this contract agree that AHCCCS shall be indemnified and held harmless by the Contractor and Subcontractor for the vicarious liability of AHCCCS as a result of entering into this contract. However, the parties further agree that AHCCCS shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

15. INSURANCE

[This provision applies only if the Subcontractor provides services directly to AHCCCS members]

The Subcontractor shall maintain for the duration of this subcontract a policy or policies of professional liability insurance, comprehensive general liability insurance and automobile liability insurance in amounts that meet Program Contractor's requirements. The Subcontractor agrees that any insurance protection required by this subcontract, or otherwise obtained by the Subcontractor, shall not limit the responsibility of Subcontractor to indemnify, keep and save harmless and defend the State and AHCCCSA, their agents, officers and employees as provided herein. Furthermore, the Subcontractor shall be fully responsible for all tax obligations, Worker's Compensation Insurance, and all other applicable insurance coverage, for itself and its employees, and AHCCCSA shall have no responsibility or liability for any such taxes or insurance coverage. (45 CFR Part 74) The requirement for Worker's Compensation Insurance doesn't apply when a Subcontractor is exempt under ARS 23-901, and when such Subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

16. LIMITATIONS ON BILLING AND COLLECTION PRACTICES

Except as provided in federal and state law and regulations, the Subcontractor shall not bill, or attempt to collect payment from a person who was AHCCCS eligible at the time the covered service(s) were rendered, or from the financially responsible relative or representative for covered services that were paid or could have been paid by the System.

17. MAINTENANCE OF REQUIREMENTS TO DO BUSINESS AND PROVIDE SERVICES

The Subcontractor shall be registered with AHCCCSA and shall obtain and maintain all licenses, permits and authority necessary to do business and render service under this subcontract and, where applicable, shall comply with all laws regarding safety, unemployment insurance, disability insurance and worker's compensation.

18. NON-DISCRIMINATION REQUIREMENTS

The Subcontractor shall comply with State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, gender, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable Federal and state laws, rules and regulations, including the Americans with Disabilities Act and Title VI. The Subcontractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin or disability. (Federal regulations, State Executive order # 99-4)

19. PRIOR AUTHORIZATION AND UTILIZATION MANAGEMENT

The Contractor and Subcontractor shall develop, maintain and use a system for Prior Authorization and Utilization Review that is consistent with AHCCCS Rules and the Contractor's policies.

20. RECORDS RETENTION

The Subcontractor shall maintain books and records relating to covered services and expenditures including reports to AHCCCSA and working papers used in the preparation of reports to AHCCCSA. The Subcontractor shall comply with all specifications for record keeping established by AHCCCSA. All books and records shall be maintained to the extent and in such detail as required by AHCCCS Rules and policies. Records shall include but not be limited to financial statements, records relating to the quality of care, medical records, prescription files and other records specified by AHCCCSA.

The Subcontractor agrees to make available at its office at all reasonable times during the term of this contract and the period set forth in the following paragraphs, any of its records for inspection, audit or reproduction by any authorized representative of AHCCCSA, State or Federal government.

The Subcontractor shall preserve and make available all records for a period of five years from the date of final payment under this contract unless a longer period of time is required by law.

If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination. Records which relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by AHCCCSA, shall be retained by the Subcontractor for a period of five years after the date of final disposition or resolution thereof unless a longer period of time is required by law. (45 CFR 74.53; 42 CFR 431.17; ARS 41-2548)

21. SEVERABILITY

If any provision of these standard subcontract terms and conditions is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.

22. SUBJECTION OF SUBCONTRACT

The terms of this subcontract shall be subject to the applicable material terms and conditions of the contract existing between the Contractor and AHCCCSA for the provision of covered services.

23. TERMINATION OF SUBCONTRACT

AHCCCSA may, by written notice to the Subcontractor, terminate this subcontract if it is found, after notice and hearing by the State, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Subcontractor, or any agent or representative of the Subcontractor, to any officer or employee of the State with a view towards securing a contract or securing favorable treatment with respect to the awarding, amending or the making of any determinations with respect to the performance of the Subcontractor; provided, that the existence of the facts upon which the state makes such findings shall be in issue and may be reviewed in any competent court. If the subcontract is terminated under this section, unless the Contractor is a governmental agency, instrumentality or subdivision thereof, AHCCCSA shall be entitled to a penalty, in addition to any other damages to which it may be entitled by law, and to exemplary damages in the amount of three times the cost incurred by the Subcontractor in providing any such gratuities to any such officer or employee. (AAC R2-5-501; ARS 41-2616 C.; 42 CFR 434.6, a. (6))

24. VOIDABILITY OF SUBCONTRACT

This subcontract is voidable and subject to immediate termination by AHCCCSA upon the Subcontractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the subcontract without AHCCCSA's prior written approval.

25. WARRANTY OF SERVICES

The Subcontractor, by execution of this subcontract, warrants that it has the ability, authority, skill, expertise and capacity to perform the services specified in this contract.

26. OFF-SHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in specifications, this definition does not apply to indirect or

“overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

27. FEDERAL IMMIGRATION AND NATIONALITY ACT

The Subcontractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the Subcontractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Program Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Program Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the Program Contractor.