Referring, Ordering, Prescribing, Attending Provider Participation Agreement

The ROPA Provider Participation Agreement can be found on the following pages. Please use it as reference.

Questions? Please see www.azahcccs.gov/APEP

ROPA PROVIDER PARTICIPATION AGREEMENT

Between

ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM

And ROPA Provider

A. PURPOSE:

This Provider Participation Agreement is effective as of the date executed by the Arizona Health Care Cost Containment System ("AHCCCS" or the "Administration") and the Provider, as identified above, pursuant to Title XIX and Title XXI of the Social Security Act and A.R.S. §36-2901 et seq.

This Agreement governs the registration of providers that do not intend to receive payments from AHCCCS, but rather intend to provide referring, ordering, prescribing, or attending services to AHCCCS members as contemplated by 42 C.F.R. 455.410. Such a provider is herein referred to as a ROPA Provider. ROPA Providers do not include pharmacists, interns, residents, and provider types that are not recognized under the AHCCCS Provider enrollment system.

AHCCCS and the ROPA Provider agree as follows:

B. GENERAL TERMS AND CONDITIONS:

1. Pursuant to 42 C.F.R. §455.410, the ROPA Provider is prohibited from participation in the AHCCCS system unless a Provider Participation Agreement ("Agreement") with the Administration is in effect. If a referring, ordering, prescribing, or attending Provider is not registered with AHCCCS, then the AHCCCS billing provider may not be compensated or the AHCCCS member may not receive the medical service.

2. All AHCCCS guidelines, policies and manuals, including but not limited to the AHCCCS Medical Policy Manual, AHCCCS Fee- For-Service Manual, AHCCCS Claims Clues, and Reporting Guides are hereby incorporated by reference into this Agreement. Guidelines, policies and manuals are available on the AHCCCS website.

3. When AHCCCS issues an amendment, revision, update, or other change to modify this Agreement or documents incorporated by reference that are a part of this Agreement, the provisions of such amendment, revision, update, or other change will be deemed accepted by the ROPA Provider thirty (30) calendar days after the date AHCCCS publishes the change to the AHCCCS website, even if the amendment, revision, update or other change has not been signed by the ROPA Provider. If the ROPA Provider gives written notice to AHCCCS of ROPA Provider's refusal to adhere to the amendment, revision, update or other change prior to the end of the thirty (30) calendar days stated above, this Agreement shall automatically terminate.

4. The ROPA Provider shall maintain all records relating to performance of this Agreement in compliance with all specifications for record-keeping established by AHCCCS and/or the Centers for Medicare and Medicaid Services. All books and records shall be maintained in such detail as to reflect each service referred, ordered, prescribed or provided as an attendant physician. Such material shall be subject to inspection, audit or copying by the state, AHCCCS, the U.S. Department of Health and Human Services, and any other duly authorized representative of the state or federal government during normal business hours at the ROPA Provider's principal place of business or where services to AHCCCS eligible persons were rendered. The AHCCCS Office of Inspector General (AHCCCS-OIG) reserves the right to request and secure original records from the ROPA Provider at the ROPA Provider's expense. AHCCCS-OIG is responsible for maintaining and safeguarding the integrity of these records and will provide the ROPA Provider with sufficient time to copy records for the ROPA Provider's use at the ROPA Provider's own expense.

5. The ROPA Provider shall preserve and make available the records described in Paragraph 4 above for a period of six (6) years from the date of service under this Agreement, except: (a) if this Agreement is terminated, the records shall be preserved and made available for a period of six (6) full calendar years from the date of such termination; (b) records which relate to disputes, appeals, litigation or the settlement of claims arising out of this Agreement, or costs and expenses of this Agreement to which exception has been taken by the state, shall be retained by the ROPA Provider until six (6) full calendar years after such disputes, appeals, litigation, claims or exceptions have been fully and completely resolved. The ROPA Provider shall comply with all the applicable state and federal rules and regulations as well as AHCCCS' rules and policies relating to the audit of the ROPA Provider's records and the inspection of the ROPA Provider's facilities.

6. The ROPA Provider must comply with all the federal, state, and local laws, rules, regulations, policies, standards, and executive orders governing or otherwise related to the performance of duties under this Agreement, without limitation to those designated within this Agreement. In the event that a provision of federal, state or local law, regulation, rule or policy is repealed or otherwise modified during the term of this Agreement, effective on the date the repeal or other modification by its own terms takes effect, the provision of this Agreement shall be deemed to have been amended to incorporate the repeal or modification, and the ROPA Provider shall comply with the requirements of the Agreement as amended, unless and until the ROPA Provider and AHCCCS, as evidenced by a duly authorized representative, otherwise stipulate in writing.

7. The ROPA Provider shall refer, order, prescribe, or attend in compliance with all AHCCCS and/or Contractor Provider Manuals and Policy Guidelines, including the AHCCCS Minimum Subcontract Provisions available at the AHCCCS public website, and any amendments thereto, all of which are incorporated by reference into this Agreement. The ROPA Provider shall make arrangements for and only accept payment by way of electronic funds transfer prior to the effective date of this Agreement. The ROPA Provider has an

affirmative obligation to routinely check the AHCCCS website for any revisions or new information and to ensure compliance.

8. The ROPA Provider, by execution of this Agreement, warrants that it has the ability, authority, skill, expertise and capacity to perform and provide the services governed by this Agreement. The Provider must obtain and maintain all licenses, permits and certifications necessary to do business and render services under this Agreement and, as applicable, must comply with all laws regarding safety, unemployment insurance, disability insurance and worker's compensation. As applicable, providers of home and community-based services in residential, day program, and employment program settings certify that they are in compliance with the Home and Community Based Services Rules outlined in 42 CFR § 441.530 in order to receive reimbursement for services by March 1, 2023. The ROPA Provider shall notify AHCCCS within twenty-four (24) hours of a termination, sanction, suspension, revocation, exclusion, preclusion, determination, conclusion, finding or other adverse or potentially adverse action (an "Action") that impacts the ROPA Provider's license, certification or permit status. An Action subject to the twenty-four (24) hour notice requirement includes but is not limited to an Action that in any way impacts the ROPA Provider's registration with, authorization by, enrollment in, qualification for, and/or billing of, to, for, or on behalf of, any federal or state health care program, operated by, or financed in whole or in part, by any federal, state or local government agency. The ROPA Provider shall send a separate and distinct notice to the Administration within twenty-four (24) hours of notification of ROPA Provider's preclusion or exclusion from a federal program.

9. The ROPA Provider agrees to hold harmless the state, all state officers and employees, AHCCCS, and any other applicable state agencies, and all officers and employees of AHCCCS against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may, in any manner, accrue against the state, AHCCCS, its agents, officers, employees or AHCCCS' Contractors, through the intentional conduct, negligence or omission of the ROPA Provider or ROPA Provider's agents, officers, or employees or contractors.

10. The ROPA Provider expressly acknowledges and agrees that AHCCCS is in no way establishing any sort of employment relationship with the ROPA Provider through this Agreement. The ROPA Provider is not the employee of AHCCCS. AHCCCS bears no responsibility for taxes, unemployment insurance, or workers compensation or, for, or on behalf of the ROPA Provider.

11. The ROPA Provider must maintain for the duration of this Agreement all the necessary policies of professional liability insurance, comprehensive general liability insurance and automobile liability insurance. The ROPA Provider agrees that any insurance protection required by the Agreement, or otherwise obtained by the ROPA Provider, shall not limit the responsibility of the ROPA Provider to indemnify, hold harmless and defend the state and AHCCCS, and their agents, officers and employees as provided herein; however, such indemnification responsibility shall not apply to providers which are a state, local, or tribal government. The ROPA Provider bears all responsibility for taxes, worker's

compensation insurance, unemployment insurance, and any other applicable insurance coverage for itself and its employees or, as applicable, its contractors.

12. Any appeals filed by the ROPA Provider shall be adjudicated in accordance with AHCCCS Rules as published in the Arizona Administrative Code. AHCCCS will reject and not process any claim disputes received from anyone other than persons permitted to do so under A.R.S. 36-2903.0l(b)(4) and Arizona Supreme Court Rule 31. As a non-billing provider, the ROPA Provider does not have a right to file a claim dispute on a billing provider's behalf. The ROPA Provider waives any right to attorneys' fees in any administrative or judicial proceeding concerning, arising out of, or that is otherwise related to, this Agreement.

13. The ROPA Provider shall not submit claims to or receive payments from AHCCCS or AHCCCS Contractors for services provided.

14. The ROPA Provider must ensure that its Electronic Health Records (EHR) System is developed and implemented to accurately record, maintain, and reflect all original entries including but not limited to original signatures, credentials and dates of entry, as well as any changes or modifications to an EHR ("Audit Trail"). The ROPA Provider shall ensure that the EHR System Audit Trail captures and stores, without alteration or deletion, the identity of an individual who authorized and/or implemented the modification or change as well as the date, time, and substance of each and every modification or change.

15. No provider may bill with another provider's ID number, except in locum tenens situations and in accordance with applicable AHCCCS policy.

16. No ROPA Provider may use the AHCCCS/ALTCS/KidsCare or any other AHCCCS program logo or design on any written materials disseminated by ROPA Provider, absent written approval by AHCCCS. Without waiving any other remedies under this Agreement or provided by law, the ROPA Provider agrees that, in the event of non-compliance with this provision, AHCCCS may seek injunctive relief, and ROPA Provider agrees that it shall bear the cost and expense of any such judicial proceeding including any and all attorney fees and costs incurred by AHCCCS. Furthermore, no ROPA Provider may advertise itself as an AHCCCS registered provider.

17. In addition to any other remedies available under this Agreement, the ROPA Provider may be held financially liable for acts committed by its independent subcontractors that would constitute non- compliance with this Agreement. The rights and remedies of AHCCCS under this Agreement are not exclusive nor waived if unasserted in whole or in part.

18. Upon request, the ROPA Provider shall provide clarification that it is not an AHCCCS registered provider, and that the ROPA Provider may therefore bill the AHCCCS member.

19. The ROPA Provider shall not refer, order, or prescribe an item or service or attend in a manner that causes false or fraudulent claims to be presented for payment by AHCCCS. The ROPA Provider must comply with all the applicable provisions contained in the False Claims

Act and as amended by the Federal Fraud Enforcement and Recovery Act of 2009 (FERA). AHCCCS applies the term "claim" as a request or demand for money or property that is presented or caused to be presented to the government, state, Contractor, grantee, or other recipient, if the money or property is to be spent or used on the government's behalf or to advance the government's interest.

20. If the ROPA Provider or any employee or contractor of the ROPA Provider discovers, or is made aware, that an incident of potential fraud, waste or abuse may occur or has occurred, the ROPA Provider must report the incident immediately upon discovery to AHCCCS-OIG in accordance with federal regulations, state statutes and AHCCCS policy.

21. By signing this Agreement, the ROPA Provider certifies that it is in compliance with 42 CFR §455.101 through 106, 42 CFR §455.436 and the State Medicaid Director Letter (SMDL) 09-001 and has confirmed the identity and reported the exclusion status of any person with an ownership or control interest or any person who is an agent or managing employee of the ROPA Provider through monthly checks of Federal databases as outlined in 42 CFR §455.436. The ROPA Provider certifies that it has disclosed the identity of any of these excluded persons to AHCCCS-OIG, including those who have ever been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XX services program since the inception of those programs.

22. Pursuant to 42 USCS § 1320a-7k(d) an overpayment must be reported and returned within sixty (60) days after the date on which the overpayment was identified. AHCCCS may require the ROPA Provider or any employees or contractors of the ROPA Provider to verify United States citizenship or lawful permanent resident status prior to the signing of this Agreement. AHCCCS may, at its sole discretion, conduct criminal and/or fingerprint background checks, or screen for exclusion/termination/suspension/revocation status of the ROPA Provider or any employees or contractors of the ROPA Provider; or require the ROPA Provider to demonstrate the ROPA Provider's compliance with all such checks and screenings with respect to ROPA Provider's employees or contractors, whether required by federal or state law, rule or regulation.

23. Upon thirty (30) calendar day's written notice, either AHCCCS or the ROPA Provider may voluntarily terminate this Agreement. AHCCCS has the right to terminate or suspend this Agreement upon twenty-four (24) hours written notice when AHCCCS deems the health or welfare of a member is endangered; the ROPA Provider fails to comply with this Agreement or with federal and state laws, rules and/or regulations; the ROPA Provider fails to provide documentation to or respond to a request for documentation from AHCCCS; or there is a cancellation, termination, suspension, revocation, or other material modification, as determined by AHCCCS, in the ROPA Provider's qualifications to provide services. AHCCCS may also terminate this Agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the ROPA Provider or any agent or representative of the Provider to any officer or employee of the State, or AHCCCS eligible and enrolled member, with a view towards securing a contract, favorable treatment with respect to a contract, or the right to render and request reimbursement for an AHCCCS covered item

or service. Irrespective to the survival of any other term of this Agreement, the terms of this paragraph shall survive the termination or suspension of this Agreement and the parties agree to be bound thereby indefinitely. It is acknowledged that any breach of the terms of this paragraph will result in irreparable and continuing damage for which there is no adequate remedy at law and, in the event of such breach, injunctive relief and/or a decree for specific performance constitute necessary and appropriate relief for such breach.

24. In accordance with the provisions set forth in 42 C.F.R. §455.23, AHCCCS will suspend the ROPA Provider pending an investigation of a credible allegation of fraud involving the ROPA Provider as determined by AHCCCS-OIG or a law enforcement authority, unless the state determines that good cause exists not to suspend the ROPA Provider.

25. If the ROPA Provider has been providing services to one or more members and ceases doing so, the ROPA Provider expressly agrees to assist in providing for the smooth and orderly transition of care for members, including, without limitation, providing to AHCCCS upon request any information or records AHCCCS deems necessary to protect the health, safety, and/or welfare of members. Such information or records shall be provided immediately and within such time frame otherwise designated by AHCCCS. It is acknowledged that any breach of the terms of this paragraph will result in irreparable and continuing damage for which there is no adequate remedy at law and, in the event of such breach, injunctive relief and/or a decree for specific performance constitute necessary and appropriate relief for such breach and the ROPA Provider agrees that it shall bear the cost and expense of any such judicial proceeding including any and all attorney fees and costs incurred by AHCCCS.

26. AHCCCS reserves the right to issue civil monetary penalties to ROPA Providers as provided for in state and federal law.

27. Provider agrees that any records of investigations by the AHCCCS-OIG are not subject to disclosure pursuant to the Arizona Public Records Law, A.R.S. § 39-121 et. seq. because such records are confidential and private and disclosure would not be in the best interests of the State of Arizona.

28. Any notice from AHCCCS concerning termination, exclusion, suspension, penalty or any subpoena issued pursuant to A.R.S. § 36-2918 will be deemed to have been delivered and/or served upon the ROPA Provider if delivered to any address supplied by the ROPA Provider pursuant to 42 C.F.R. § 455.104, to any address where services are provided to AHCCCCS members, to any managing employee as defined by 42 C.F.R. § 455.101, to any person with an ownership or control interest as defined by 42 C.F.R. § 455.101, or to any agent authorized by appointment or by law to receive service. Delivery is deemed complete upon any one of the following as applicable: signature of a certified mail return receipt; refusal of delivery; the return of the item as undeliverable despite being properly addressed; 5 days after mailing by USPS First Class if properly addressed; delivery in person to an adult person at the applicable address; or by any other method reasonably calculated to effect actual notice.

29. The AHCCCS-OIG conducts investigations of claims and in such investigations may determine an penalty and/or assessment amount by using statistical sampling studies. Such studies use a randomized process to identify a sample of claims for review. Errors found in such sample are extrapolated to a wider population of claims. Provider stipulates that a statistical sampling study determination constitutes prima facie evidence of the number and amount of claims if computed by valid statistical methods. Provider stipulates that there can be multiple valid methods to conduct a statistical sampling study and any such study is not invalid even if it could have been performed using a different methodology.
I have read, understand, and having had an opportunity to review this Agreement with counsel, agree to abide by all the terms and conditions set forth in this Agreement.

30. Pursuant to 42 U.S.C. §1320a-7b(b), the Provider, Provider's agents, officers, employees, and contractors are prohibited from knowingly and willfully soliciting or receiving or offering to pay, remuneration or compensation (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly in cash or in kind, in exchange or as an inducement for a referral of any AHCCCS eligible person for any service, facility, item, or good for which payment is made in whole or in part by the AHCCCS Program.

31. The ROPA Provider shall not communicate with AHCCCS through the use of any telephone call, voice message, text message, electronic message, or other communication initiated or transmitted using artificial intelligence or other automated technology, including but not limited to, robocalls or bot-initiated communications.

The undersigned attests that he/she is an authorized representative of the enrolling entity, has authority to sign and submit this agreement and has entered into an agreement effective on the date indicated below.

I affirm under penalty of law that the information I have provided on this form is true, accurate and complete to the best of my knowledge.

I have read, understand, and agree to abide by all the terms and conditions set forth in this Agreement.