Provider Participation Agreement

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

Questions? Please see www.azahcccs.gov/APEP

PROVIDER PARTICIPATION AGREEMENT

Between
ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM
And Provider

A. PURPOSE:

This Agreement is made and entered into as of the date executed below by and between 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. to govern: (1) the registration of, and payment to, the Provider for the health care services provided by the Provider to persons enrolled with AHCCCS but who are not enrolled with a managed care entity under contract with AHCCCS (Contractor); (2) the registration of the Provider to participate and deliver health care services to eligible persons who are enrolled with a Contractor; and (3) the registration of the Provider who wishes to participate and qualify under the one-time only waiver option. Therefore, for and in consideration of the mutual covenants, promises, representations and assurances contained in this Agreement, and for good and valuable consideration, AHCCCS and the Provider do hereby acknowledge and expressly agree as follows:

GENERAL TERMS AND CONDITIONS:

1. Pursuant to 42 C.F.R. §431.107, the Provider is prohibited from participation in the AHCCCS program unless a provider participation agreement with the Administration is in effect. The Provider may not enter into or continue any contracts for the delivery of health care services to any AHCCCS eligible person, including contracts with any Contractor, if this Agreement is terminated. Furthermore, AHCCCS and Contractors will not pay the Provider for any services rendered if there is no Agreement in effect at the time the services were rendered or at the time a claim for services rendered is submitted.
2. All AHCCCS guidelines, policies and manuals, including but not limited to the AHCCCS Medical Policy Manual, AHCCCS Fee- For-Service Provider 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. All State of Arizona guidelines, policies and manuals, including but not limited to the Arizona State Procurement Office Uniform Terms and Conditions are hereby incorporated by reference into this Agreement.
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 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 Provider. If the Provider gives written notice to AHCCCS of 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. Pursuant to 42 C.F.R. §447.10 (h), payment for any service furnished to an AHCCCS eligible person by a Provider will not be made to or through a factor, either directly or by power of attorney.
5. The Provider shall maintain and furnish to AHCCCS upon request, in the time and manner specific by AHCCCS, any and all records related 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. Records include, but are not limited to: medical records, patient records, policies, procedures, workflows, guidance documents, contracts, processes, census records, clinical documentation, computer or electronic data, and any other records specified by AHCCCS. In addition, all records of the Provider that pertain to any aspect of services and activities performed by the Provider, or to the determination of amounts payable to the Provider pursuant to this Agreement, shall be maintained in such detail as to reflect each service provided and all other costs and expenses of whatever nature for which payment is made to the Provider. All records 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 Provider's principal place of business or where services to AHCCCS eligible persons were rendered. AHCCCS reserves the right to request and secure original records from the Provider at the Provider's expense. AHCCCS is responsible for maintaining and safeguarding the integrity of these records and will provide the Provider with sufficient time to copy records for the Provider's use at the Provider's own expense. The Provider's inability, failure, or refusal to retain and/or produce records relating to the performance of this Agreement including all items or services provided or alleged to be provided be in accordance with this Agreement, except in instances of force majeure, shall constitute an overpayment of all items, services, costs and expenses of whatever nature for which payment was made to the Provider. Provider expressly agrees to the reasonableness of this provision as a measure of the Administration's damages, and to return all overpayments to the Administration within sixty (60) calendar days of notice of the overpayment by the Administration.

6. The Provider shall preserve and make available the records described in Paragraph 5 above for a period of six (6) years from the date of payment 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 audits, 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 Provider until six (6) full calendar years after such audits, disputes, appeals, litigation, claims or exceptions have been fully and completely resolved. The 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 Provider's records and the inspection of the Provider's facilities. If the Provider is an inpatient facility, the Provider shall file uniform reports and Title XVIII and XIX cost reports with AHCCCS.

7. The 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 Provider shall comply with the requirements of the Agreement as amended, unless and until the Provider and AHCCCS, as evidenced by a duly authorized representative, otherwise stipulate in writing.

8. The Provider shall provide services, bill for services, accept payment, and otherwise be 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 Provider shall make arrangements for and only accept payment by way of electronic funds transfer prior to the effective date of this Agreement. The Provider shall register for the AHCCCS Quality Management (QM) Portal within thirty

(30) calendar days following the effective date of this Agreement. The Provider has an affirmative obligation to routinely check the AHCCCS website for any revisions or new information and to ensure compliance.

9. The 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 Provider shall notify AHCCCS through the AHCCCS Provider Enrollment Portal (APEP) 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 Provider's license, certification or permit status, including but not limited to any adverse actions that impact a five (5) percent or more owner and any other entities they may have a five (5) percent or more ownership interest in. 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 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 Provider shall send a separate and distinct notice to the Administration within twenty-four (24) hours of notification of Provider's preclusion or exclusion from a federal program.

10. The 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 Provider or Provider's agents, officers, or employees or contractors.

11. The Provider expressly acknowledges and agrees that AHCCCS is in no way establishing any sort of employment relationship with the Provider through this Agreement. The 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 Provider. In accordance with A.R.S. § 41-4401, the Provider warrants compliance with all Federal immigration laws and regulations relating to employees and warrant
its compliance with Section A.R.S. § 23-214, Subsection A. except to the extent that mandatory compliance would impair the sovereign rights of a federally recognized tribe.

12. The 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 Provider agrees that any insurance protection required by the Agreement, or otherwise obtained by the Provider, shall not limit the responsibility of the Provider to indemnify, hold harmless and defend the state and AHCCCS, and their agents, officers and employees as provided herein. The 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.

13. Confidential and protected health information shall be safeguarded pursuant to all applicable federal and state rules and regulations including but not limited to federal regulations regarding the privacy and security of health information set forth in 45 C.F.R. Part 164 and federal requirements for the confidentiality of substance use disorder patient records set forth in 42 C.F.R. Part 2. The Provider warrants that it will obtain any consent required under 42 C.F.R. Part 2 prior to submitting claims containing information protected by

those regulations.

14. Any appeals or claim disputes filed by the 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. The 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.

15. If the Provider renders services to a person enrolled with AHCCCS who is not enrolled with a Contractor (fee-for-service eligible persons), AHCCCS agrees to make payments to the Provider consistent with state and federal rules and regulations, the terms of this Agreement, and the AHCCCS Capped Fee-For-Service Payment Schedule (including amendments thereto and as are hereby incorporated by reference) for services provided by the Provider to fee-for-service eligible persons. With respect to fee- for-service eligible persons, the Provider agrees to bill and accept payment in accordance with the terms of this Agreement, state and federal rules and regulations, and all pertinent documents incorporated by reference. AHCCCS documents are made available to the Provider via the AHCCCS Internet website (www.azahcccs.gov).

16. With respect to any services furnished by the Provider to an AHCCCS eligible person enrolled with a Contractor, the terms and conditions of the payment shall be as stated in the contract between the Provider and the Contractor except to the extent that the terms and condition conflict with AHCCCS policies or state or federal laws applicable to such contracts. The Provider agrees to hold AHCCCS harmless, and agrees not to seek reimbursement from AHCCCS, for services rendered to an enrolled member pursuant to a contract between the Provider and a Contractor. If the contract between the Provider and Contractor is silent on a claims issue, the AHCCCS rules and policy payment provisions will govern. The Provider shall not decline to provide health care services for any AHCCCS eligible and enrolled member due to such member's enrollment in any Fee-for-Service Health Plan, including the American Indian Health Program, the Tribal Arizona Long Term Care System (ALTCS), and the Tribal Health Program (THP).

17. The Provider shall conform its billing practices to the International Classification of Diseases (ICD9 or ICDl0), whichever is in effect on the date of service in accordance with 45 CFR 162.1002. The Provider must comply with the Current Procedural Terminology (CPT), National Drug Codes (NDC), Health Care Financing Administration Common Procedure Coding System (HCPCS), the Code on Dental Procedures and Nomenclature, as maintained and distributed by the American Dental Association, for dental services, CDT and HIPAA Transaction and Code Set compliance standards as applicable. Upon request, the Provider must disclose to AHCCCS which code sets the Provider uses prior to any audit of the Provider. Any Provider changes to its methodology must be documented in writing with the date of change.

18. The 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 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.

19. The Provider agrees to bill AHCCCS only after a potential third-party payer has adjudicated the claim unless an exemption applies under A.A.C. R9-22-1003 or any other federal or state law, as amended, based on the item(s) or service(s) provided.

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

21. No Provider may use the AHCCCS, ALTCS, KidsCare, or any other AHCCCS program logo or design on any written materials disseminated by Provider, absent written approval by AHCCCS. Without waiving any

other remedies under this Agreement or provided by law, the Provider agrees that, in the event of non-compliance with this provision, AHCCCS may seek injunctive relief, and 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.

22. In addition to any other remedies available under this Agreement, AHCCCS is entitled to offset against any amounts due to the Provider any overpayments, expenses or costs incurred by AHCCCS concerning the Provider's non-compliance with this Agreement or due to investigations of fraud, waste or abuse. AHCCCS also retains the right to offset for Medicare sanctions and Medicare overpayments as set forth in 42 C.F.R. 447.30. The 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.

23. The Provider shall not bill, nor attempt to collect payment directly or through a collection agency from a person who is or claims to be AHCCCS eligible without first receiving verification from AHCCCS that the person was ineligible for AHCCCS on the date of service, or that the services provided were not AHCCCS-covered services. If Provider collects payment from a person who later obtains AHCCCS eligibility on the date of service, the Provider shall refund the amount collected to the person. The Provider agrees to comply with A.R.S. §36- 2903.01 and A.A.C. R9-22-702, which prohibits the Provider from charging, collecting, or attempting to collect payment from an AHCCCS eligible person or the financially responsible relative or representative. The Provider expressly agrees not to accept cash payments from AHCCCS eligible and enrolled persons. In addition to any other remedy, Provider agrees that any amount collected by Provider in violation of this paragraph may be offset from payments otherwise payable to Provider from AHCCCS and refunded by AHCCCS to the person from whom the Provider collected payment. These provisions do not apply to any copayments allowed under A.A.C. R9-22-711.

24. The 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 encountered 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.

25. Any Provider who receives Medicaid payments under the State Plan from AHCCCS or its Contractors of at least $5 million dollars must establish written policies that provide detailed information and ongoing training and education regarding the provisions under the Federal False Claims Acts and FERA to their employees to certify its compliance with the Public Law (PL) 109-171 Section 6032 of the 2005 Deficit Reduction Act (DRA) [42 U.S.C. §1396a(a)(68)].

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

27. By signing this Agreement, the 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 Provider through monthly checks of Federal databases as outlined in 42 CFR §455.436. The 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. The Provider agrees to report any changes in ownership and control or changes to the exclusion status of any person with an ownership or control interest within

35 days of any such change. The Provider shall not employ any excluded or sanctioned individuals, or any individual who has 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. The Provider shall report to AHCCCS through APEP within thirty-five (35) days if an employee or contractor is excluded or sanctioned, or is 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.

28. Pursuant to Section 6505 of the Affordable Care Act of 2010 [42 U.S.C. §1396a(a)(80)], AHCCCS shall not make any payments for items or services provided under the State Plan or under a waiver to any financial institution or entity located outside of the United States.

29. Consistent with 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. Failure to promptly return an overpayment is indicia of intent to commit fraud, waste, and abuse of the AHCCCS program.

30. AHCCCS may require the Provider or any employees or contractors of the 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 Provider or any employees or contractors of the Provider; or require the Provider to demonstrate the Provider's compliance with all such checks and screenings with respect to Provider's employees or contractors, whether required by federal or state law, rule or regulation.

31. Upon thirty (30) calendar day's written notice, either AHCCCS or 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 Provider fails to comply with this Agreement or with federal and state laws, rules and/or regulations; or there is a cancellation, termination, suspension, revocation, or other material modification, as determined by AHCCCS, in the 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 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. Upon termination or suspension pursuant to this paragraph, AHCCCS may prohibit the delivery of health care services to any AHCCCS eligible person. 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.

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

33. Upon any termination of this Agreement, or upon failure to continue to provide services to one or more members, the 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 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.

34. If Provider does not strictly abide by any part of this Agreement, payments made for non-compliant items, services, costs and expenses of whatever nature shall be deemed overpayments without regard to the value provided by such non-compliant items, services, costs and expenses. Any payment made upon an up-coded or otherwise incorrect claim shall be deemed overpayment without regard to the amount which would have been paid if the claim was correct and without regard to the value of any such items, services, costs and expenses.

If Provider receives payment on a capitated basis and/or block payment arrangement, Provider acknowledges that it must submit accurate encounter data so that AHCCCS can comply with regulatory requirements, evaluate health care quality, evaluate contractor performance, develop and evaluate capitation rates, develop fee-for-service payment rates, determine disproportionate share payments to hospitals, determine reinsurance risk-sharing payments to contractors, and process reconciliations and risk adjustments. Provider acknowledges that submission of inaccurate encounter data damages AHCCCS in an amount that is difficult to calculate and therefore agrees to liquidated damages for any submission of inaccurate encounter data in the amount which AHCCCS determines in its sole discretion would have been paid on a fee-for-service basis for the encounter submitted. Such liquidated damages shall be deemed to be an overpayment received by Provider. Claim dispute procedures shall not be applicable to the amount of liquidated damages determined by AHCCCS. Provider expressly agrees to the reasonableness of this provision as a measure of the Administration's damages.

35. 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 disclosure would not be in the best interests of the State of Arizona.

36. Any notice from AHCCCS concerning termination, exclusion, suspension, offset, overpayment, penalty or any subpoena issued pursuant to A.R.S. § 36-2918 will be deemed to have been delivered and/or served upon the Provider if delivered to any address supplied by the Provider pursuant to 42 C.F.R. § 455.104, to any address where services are provided to AHCCCS 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 if properly addressed to the address provided to AHCCCS by the Provider; delivery in person to an adult person at the applicable address; or by any other method reasonably calculated to effect actual notice.

37. The AHCCCS-OIG conducts investigations of claims and in such investigations may determine an overpayment 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 for determination of overpayments. Provider stipulates that a statistical sampling study determination of overpayment 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.

38. Pursuant to 42 U.S.C. §1320a-7b(b), the Provider, or 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.

39. The 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.

I have read, understand, and having had an opportunity to review this Agreement with counsel, and agree to abide by all the terms and conditions set forth in this Agreement.

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 understand that I must notify AHCCCS, Provider Registration of any changes to the group billing arrangements 30 days in advance. Notification must include the effective date of change.

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