

GROUP BILLER PARTICIPATION AGREEMENT
Between
ARIZONA HEALTH CARE
COST CONTAINMENT SYSTEM ADMINISTRATION (AHCCCSA)
and

Group Biller Name SSN/Tax ID #
Located at

Business Address City, County, State, Zip Code

This Agreement between AHCCCSA and the Group Biller is made pursuant to Title XIX of the Social Security Act and A.R.S. Title 36, Chapter 29 to govern: (1) registration of and payment to the Group Biller on behalf of Affiliated Providers of health care services provided by the Affiliated Providers to eligible persons who are not enrolled with a program contractor or health plan under contract with AHCCCSA (“Contractors”) and (2) registration for the Group Biller to participate in the Arizona Health Care Cost Containment System through a Contractor.

As used in this Agreement:

“Group Biller” means an organization acting as the financial representative of any Provider or group of Providers who have authorized the organization to act on the Provider(s) behalf.

“Affiliated Provider” means a provider of health care of medical services who has authorized the Group Biller to act as its financial representative.

In consideration of the covenants contained in this Agreement:

I. Fee-for-Service Patients

1. AHCCCSA agrees to make payments to the Group Biller on behalf of Affiliated Providers, consistent with State and Federal law, the terms of this Agreement, and the AHCCCSA Capped Fee-For-Service Payment Schedule (including amendments thereto and as hereby incorporated by reference), for health care services provided by Affiliated Providers to fee-for-service patients.

2. For health care or medical services provided by Affiliated Providers to fee-for-service patients, the Group Biller agrees to bill AHCCCSA in accordance with the terms of this Agreement, State and Federal law, and the following documents, including amendments thereto, hereby incorporated by reference: the AHCCCS Fee-For-Service Billing Manuals, the AHCCCS Medical Policy Manual, AHCCCS Claims Clues and other written directives provided by the AHCCCSA to the Provider. These documents shall be made available to the Group Biller either in hard copy or via AHCCCS Internet Website at www.ahcccs.state.az.us. The Group Biller shall conform its billing practices to ICD, CPT and HCPCS compliance standards except when those standards conflict with AHCCCS policies defined listed above.

II. Participation through a Program Contractor or Health Plan

1. Pursuant to 42 CFR 431.107, an Affiliated Provider is prohibited from participation in the Arizona Health Care Cost Containment System unless a provider agreement with the Administration is in effect. The Group Billing shall not provide group billing services to any provider who does not have in effect a Provider Agreement with AHCCCSA at the time services are rendered.

2. With respect to any services furnished by an Affiliated Provider to an AHCCCS eligible person enrolled with a Contractor, the terms and conditions of payment shall be as set forth in the contract between the Provider and the Contractor notwithstanding any inconsistent provisions of Section I of this Agreement.

3. The Provider agrees to hold the AHCCCSA harmless, and agrees not to seek reimbursement from AHCCCSA, for services rendered, pursuant to a contract between the provider and a Contractor, to AHCCCS eligible persons enrolled with a Contractor.

III. General Terms and Conditions

The following terms and conditions apply both to services provided on a fee-for-service basis and services provided through a Program Contractor or Health Plan:

1. Pursuant to 42 CFR 431.107, an Affiliated Provider is prohibited from participation in the Arizona Health Care Cost Containment System unless a provider agreement with the Administration is in effect. The Group Billing shall not provide group billing services to any provider who does not have in effect a Provider Agreement with AHCCCSA at the time services are rendered.
2. The Group Biller shall ensure that every Affiliated Provider has completed an AHCCCSA Provider Participation Agreement, is registered with AHCCCSA, and has signed an AHCCCSA Group Billing Authorization form. Each Affiliated Provider shall be considered part of the billing group until the Provider furnishes written notification of its termination of the group billing arrangement to the AHCCCSA Provider Registration Unit.
3. The Group Biller shall include the individual Affiliate Provider's AHCCCS Provider ID number on each claim submitted by the Group Biller on behalf of the Affiliated Provider.
4. When AHCCCSA issues an amendment to modify this Agreement or to modify documents incorporated by references as part of this Agreement, the provisions of such amendment will be deemed to have been accepted 30 days after the date AHCCCSA provides notice to the Group Biller, even if the amendment has not been signed by the Group Biller, unless within that time the Group Biller notifies AHCCCSA in writing that it refuses to sign the amendment. If the Group Biller provides such notification, this Agreement terminates.
5. The Group Biller shall not bill, nor attempt to collect payment directly or through a collection agency from a person claiming to be AHCCCS eligible without first receiving verification from AHCCCSA that the person was ineligible for AHCCCS on the date of service, or that services provided were not AHCCCS covered services. The Group Biller agrees to abide by Arizona Administrative Code R9-22-702 prohibiting the Group Biller from charging, collecting, or attempting to collect payment from an AHCCCS eligible person.
6. The Group Biller agrees to bill the AHCCCSA only after a potential third party payer has been billed and, after payment has been received, to bill AHCCCSA the balance due only up to the limit of the member's responsibility.
7. In addition to other remedies available under this Agreement, AHCCCS shall be entitled to offset against any amounts due the Group Biller any overpayments, or expenses or costs incurred by AHCCCSA concerning the Group Biller's non-compliance with this Agreement. The rights and remedies of AHCCCSA under this contract are not exclusive.
8. The Group Biller shall maintain all records relating to performance of this Agreement in compliance with all specifications for record keeping established by AHCCCSA. All books and records shall be maintained in such detail as shall reflect each service provided and all other costs and expenses of whatever nature for which payment is made to the Group Biller. Such material shall be subject to inspection, audit or copying by the state, AHCCCSA, the U.S. Department of Health and Human Services, any other authorized representative of the state or federal governments during normal business hours at the Group Biller's place of business. The Group Biller shall preserve and make available records for a period of five years from the date of payment under this Agreement except: (1) if this Agreement 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; and (2) records which relate to disputes, 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 Group Biller until such disputes, litigation, claims or exceptions have been disposed of. The Group Biller shall comply with all applicable AHCCCS Rules and Audit Guide relating to the audit of the Group Biller's records and the inspection of the Group Biller's facilities.
9. The Group Biller agrees to hold harmless the state, all state officers and employees, AHCCCSA and other appropriate state agencies, and all officers and employees of AHCCCSA against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may, in any manner, accrue against the State, AHCCCSA or its agents, officers or employees, or AHCCCS contractors, through any breach of contract (including, but not limited to, the Group Billing Agreement with Affiliated Providers), intentional conduct, negligence or omission of the Group Biller, its agent, officers or employees.
10. The Group Biller shall comply with all federal, State and local laws, rules, regulations, standards and executive orders governing performance of duties under this Agreement, without limitation to those designated within this Agreement.
11. Confidential information shall be safeguarded pursuant to 42 CFR Part 431, Subpart F, ARS §36-107, 36-2903, 41-1959 and 46-135, any other applicable State and Federal laws, and AHCCCS and/or ALTCS Rules.
12. Any grievances filed by the Group Biller on behalf of Affiliate Providers shall be adjudicated in accordance with AHCCCS Rules as published in the Arizona Administrative Code. The Group Biller agrees to waive attorneys' fees in any disputes concerning this Agreement.

13. Upon thirty (30) days written notice, either party may voluntarily terminate this Agreement. AHCCCSA has the right to terminate this Agreement, in whole or part, upon twenty-four (24) hours written notice when AHCCCSA deems the health or welfare of a member is endangered; the Group Biller fails to comply with Federal and State laws and regulations; or there is a cancellation, termination or material modification in any Affiliated Provider's qualifications to provide.

14. AHCCCSA may, by written notice to the Group Biller, terminate this Agreement 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 Group Biller, or any agent or representative of the Group Biller, 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 Group Biller; 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 Agreement is terminated under this section, 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 Group Biller in providing any such gratuities to any such officer or employee.

15. The Group Biller shall comply with State Executive Order 99-4, incorporated by reference as part of this Agreement, and Federal Order 11246 which prohibit discrimination based on of race, color, religion, sex, age, national origin or political affiliation.

16. By signing this Agreement, the Group Biller 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 therefrom.

17. The Group Biller shall maintain for the duration of this Agreement a policy or policies of errors and omissions liability insurance and comprehensive general liability insurance. The Group Biller agrees that any insurance protection required by this Agreement, or otherwise obtained by the Group Biller, shall not limit the responsibility of the Group Biller to indemnify, keep and save harmless and defend the State and AHCCCSA, their agents, officers and employees as provided herein. Furthermore, the Group Biller 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.

18. If the Group Biller discovers, or is made aware, that an incident of potential fraud or abuse has occurred, the Group Biller shall report the incident to the Health Plan, Program Contractor, or the Administration who shall proceed in accordance with the *AHCCCS Health Plans and Program Contractors Policy for Prevention, Detection and Reporting of Fraud and Abuse*. Incidents involving potential member eligibility fraud should be reported to AHCCCSA, Office of Managed Care, Member Fraud Unit. All other incidents of potential fraud should be reported to AHCCCSA, Office of the Director, Office of Program Integrity.

19. The Provider agrees to submit, within thirty-five (35) days after the date of request by AHCCCSA or the U.S. Department of Health and Human Services, full and complete information as to ownership, business transactions, and criminal activity in accordance with 42 C.F.R. 455 Subpart B and State law.

FOR AND ON BEHALF OF THE GROUP BILLER

FOR AND ON BEHALF OF AHCCCSA

Signature

Date

Authorization

Typed Name

Date

Title

Provider Number Assigned