

Group Billing Participation Agreement

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

Questions? Please see www.azahcccs.gov/APEP

GROUP BILLER PARTICIPATION AGREEMENT

Between
ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM (AHCCCS)
And Group Biller

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 Group Biller, 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 the registration of, and payment to, the Group Biller on behalf of Affiliated Providers for the health care services provided by the Affiliated Providers to persons who have been determined eligible for health care coverage through AHCCCS.

As used in this Agreement:

“Group Biller” means an organization acting as the financial representative of any Affiliated Provider or group of Affiliated 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 entered into a separate Provider Participation Agreement with AHCCCS and has authorized the Group Biller to act as its financial representative.

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 Group Biller do hereby acknowledge and expressly agree as follows:

B. GENERAL TERMS AND CONDITIONS:

1. Pursuant to 42 C.F.R. §431.107, an Affiliated Provider is prohibited from participation in the AHCCCS program unless a provider participation agreement with the Administration is in effect. The Group Biller may not submit claims or receive payment for services provided by any Affiliated Provider who does not have in effect a Provider Participation Agreement with AHCCCS at the time services are rendered.

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.

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 Group Biller 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 Group Biller. If the Group Biller gives written notice to AHCCCS of Group Biller’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 an Affiliated Provider will not be made to or through a factor, either directly or by power of attorney. Group Biller will not act as factor for or on behalf of an Affiliated Provider. By signing the agreement, Group Biller attests that it is a billing agent described in 42 C.F.R. 447.10 (f) and that the Group Biller’s compensation for its services to Affiliated Provider is (1) related to the cost of processing the billing; (2) not related on a percentage or other basis to the amount that is billed or collected; and (3) not dependent upon the collection of the payment.

5. The Group Biller shall maintain all records relating to performance of this Agreement and to performance of the Group Biller’s agreements with Affiliated Providers 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 provided and all other costs and expenses of whatever nature for which payment is made. 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 Group Biller'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 Group Biller at the Group Biller's expense. AHCCCS-OIG is responsible for maintaining and safeguarding the integrity of these records, and will provide the Group Biller with sufficient time to copy records for the Group Biller's use at the Group Biller's own expense. The Group Biller's inability, failure or refusal to create, 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. Group Biller expressly agrees to the reasonableness of this provision as a measure of the Administration's damages.

6. The Group Biller 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 Group Biller until six (6) full calendar years after such audits disputes, appeals, litigation, claims or exceptions have been fully and completely resolved. The Group Biller 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 Group Biller's records and the inspection of the Group Biller's facilities.

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

8. The Group Biller shall ensure that every Affiliated Provider has completed an AHCCCS Provider Participation Agreement, is registered with AHCCCS, and has signed an AHCCCS Group Billing Authorization form. Each Affiliated Provider shall be considered part of the billing group until the Affiliated Provider furnishes written notification of its termination of the group billing arrangement to the AHCCCS Provider Enrollment Section.

9. 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.

10. The Group Biller 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 Group Biller shall make arrangements for and only accept payment by way of electronic funds transfer within thirty (30) calendar days following the effective date of this Agreement. The Group Biller has an affirmative obligation to routinely check the AHCCCS website for any revisions or new information and to ensure compliance.

11. The Group Biller 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 Group Biller 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 Group Biller'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 Group Biller'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 Group Biller shall send a separate and distinct notice to the Administration within twenty-four (24) hours of notification of Group Biller's preclusion or exclusion from a federal program.

12. The Group Biller 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 Group Biller or Group Biller's agents, officers, or employees or contractors.

13. The Group Biller expressly acknowledges and agrees that AHCCCS is in no way establishing any sort of employment relationship with the Group Biller through this Agreement. The Group Biller is not the employee of AHCCCS. AHCCCS bears no responsibility for taxes, unemployment insurance, or workers compensation or, for, or on behalf of the Group Biller. In accordance with A.R.S. § 41-4401, the Group Biller warrants compliance with all Federal immigration laws and regulations relating to employees and warrants 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.

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

15. 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 42 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 Group Biller 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.

16. Any appeals or claim disputes filed by the Group Biller 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. 36-2903.01(b)(4) and Arizona Supreme Court Rule 31. The Group Biller waives any right to attorneys' fees in any administrative or judicial proceeding concerning, arising out of, or that is otherwise related to, this Agreement.

17. If the Affiliated 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 Group Biller

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 Affiliated Provider(s) to fee-for-service eligible persons. With respect to fee-for-service eligible persons, the Group Biller 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 Group Biller via the AHCCCS Internet website (www.azahcccs.gov).

18. With respect to any services furnished by an Affiliated 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 Affiliated 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 Group Biller 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 an Affiliated Provider and a Contractor. If the contract between an Affiliated Provider and Contractor is silent on a claims issue, the AHCCCS rules and policy payment provisions will govern. The Affiliated 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).

19. The Group Biller shall conform its billing practices to the International Classification of Diseases (ICD9 or ICD10), whichever is in effect on the date of service in accordance with 45 CFR 162.1002. The Group Biller 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 Group Biller must disclose to AHCCCS which code sets the Group biller uses prior to any audit of the Group Biller. Any Group Biller changes to its methodology must be documented in writing with the date of change.

20. The Group Biller 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.

21. The Group Biller shall not bill for an Affiliated Provider using another provider's ID number, except in locum tenens situations and in accordance with applicable AHCCCS policy.

22. No Group Biller may use the AHCCCS/ALTCS/KidsCare or any other AHCCCS program logo or design on any written materials disseminated by Group Biller, absent written approval by AHCCCS. Without waiving any other remedies under this Agreement or provided by law, the Group Biller agrees that, in the event of non-compliance with this provision, AHCCCS may seek injunctive relief, and Group Biller 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.

23. In addition to any other remedies available under this Agreement, AHCCCS is entitled to offset against any amounts due for any overpayments, civil monetary penalties and assessments, expenses or costs incurred by AHCCCS concerning 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 Group Biller 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.

24. The Group Biller 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 the Group Biller collects payment from a person who later obtains AHCCCS eligibility on the date of service, the Group Biller shall refund the amount collected to the person. The Group Biller agrees to comply with A.R.S. §36-2903.01 and A.A.C. R9-22-702, which prohibits the Group Biller from charging, collecting or attempting to collect payment from an AHCCCS eligible person or the financially responsible relative or representative. The Group Biller expressly agrees not to accept cash payments from AHCCCS eligible and enrolled persons. In addition to any other remedy, Group Biller agrees that any amount collected by Group Biller in violation of this paragraph may be offset from payments otherwise payable to Group Biller from AHCCCS and refunded by AHCCCS to the person from whom the Group Biller collected payments. These provisions do not apply to any copayments allowed under A.A.C. R9-22-711.

25. The Group Biller 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.

26. Any Group Biller 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)].

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

28. By signing this Agreement, the Group Biller certifies that it is in compliance with 42 CFR §455.101 through 106 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 Group Biller through monthly checks of Federal databases as outlined in 42 CFR §455.436. The Group Biller 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 Group Biller 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.

29. 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.

30. 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.

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

32. Upon thirty (30) calendar day’s written notice, either AHCCCS or Group Biller 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 Group Biller 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 Group Biller'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 Group Biller or any agent or representative of the Group Biller 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 by Group Biller and/or any Affiliated Provider. 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. Upon any termination of this Agreement, or upon failure to continue to provide services to one or more members, the Group Biller 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 Group biller 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.

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

34. If Group Biller has been providing services to one or more members, Group Biller 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 Group Biller 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.

35. The Group Biller's failure to strictly abide by any part of this Agreement shall constitute an overpayment of all non-compliant items, services, costs and expenses of whatever nature for which payment was made. Group Biller agrees to be bound by the express terms of this Agreement and therefore disclaims any right of recovery based upon any theory of quantum meruit recovery for value. Group Biller expressly agrees to the reasonableness of this provision as a measure of the Administration's damages.

36. If Group Biller 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.

37. If Group Biller and/or Affiliated Providers receive payment on a capitated basis and/or block payment arrangement, Group Biller 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. Group Biller 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 Group Biller. Claim dispute procedures shall not be applicable to the amount of liquidated damages determined by AHCCCS. Group Biller expressly agrees to the reasonableness of this provision as a measure of the Administration's damages.

38. Group Biller 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.

39. Any notice from AHCCCS concerning termination, 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 Group Biller if delivered to any address supplied by the Group Biller 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 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.

40. 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. Group Biller 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. Group Biller 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.

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.