PROVIDER PARTICIPATION AGREEMENT

Between

ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM (AHCCCS)

and

Provider Name: _____

SSN/Tax ID#: _____

Business Address: _____

City/State/Zip: _____

Email Address: _____

A. PURPOSE:

This Agreement between AHCCCS and the Provider is made 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 and payment for the health care services provided by the Provider to fee-for service eligible persons who are not enrolled with a Contractor under contract with AHCCCS (Contractor) or who receive emergency services only, (2) the registration for a Provider to participate and deliver health care services to eligible persons who are enrolled with a Contractor, and (3) the registration of a Provider who wishes to participate and qualify under the one-time only waiver option.

Therefore, in consideration of the covenants contained in this Agreement:

B. GENERAL TERMS AND CONDITIONS:

1. Pursuant to 42 C.F.R. §431.107, the Provider is prohibited from participation in the AHCCCS system unless a provider 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 with any Contractor if this Agreement is terminated. Furthermore, AHCCCS will not pay the Provider for any services rendered if there is no Agreement in effect at the time a claim is submitted.

2. All AHCCCS guidelines, policies and manuals, including but not limited to the following: 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 to modify this Agreement or to modify documents incorporated by reference as part of this Agreement, the provisions of such amendment will be deemed to have been accepted thirty (30) days after the date AHCCCS publishes the change to the AHCCCS website, even if the amendment has not been signed by the Provider. If the Provider gives written notice of refusal of the amendment to AHCCCS prior to the end of the (thirty) 30 days stated above, this Agreement shall 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 all records relating to performance of this Agreement in compliance with all specifications for record-keeping established by AHCCCS. 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 to the Provider. 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 Provider's place of business. The AHCCCS Office of Inspector General (AHCCCS-OIG) reserves the right to request and secure original records from the Provider at the Provider's expense. AHCCCS-OIG 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.

6. The Provider shall preserve and make available the records described in Paragraph 4 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) 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 Provider until such 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 the performance of duties under this Agreement, without limitation to those designated within this Agreement.

8. The Provider shall comply with all AHCCCS and/or Contractor Provider Manuals and Policy Guidelines, including the AHCCCS Minimum Subcontract Provisions available at the AHCCCS public web site, and any amendments thereto, all of which are incorporated by reference into 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 specified in 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. The Provider shall notify the AHCCCS Administration within twenty-four (24) hours of a termination or suspension of its license, certification or permit. The provider shall also notify the AHCCCS Administration within twenty-four (24) hours of notification of its 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 and its agents, officers or employees.

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 on behalf of the Provider.

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.

13. Confidential and protected health information shall be safeguarded pursuant to all applicable federal and state rules and 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. The Provider agrees to waive attorneys' fees in any dispute concerning this Agreement.

15. For Fee-For-Service Providers, AHCCCS agrees to make payments to the Provider, consistent with state and federal rules, regulations, the terms of this Agreement, and the AHCCCS Capped Fee-For-Service Payment Schedule (including amendments thereto and as 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. These documents are made available to the provider via the AHCCCS Internet Web site (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 notwithstanding any inconsistent provisions as set forth in Paragraph 14, above. 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 is silent on a claims issue, the AHCCCS Fee-For-Service provisions will govern.

17. The Provider 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 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 TCS 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 within the date of change.

18. The Provider must ensure that its Electronic Health Records (EHRs) System is developed and implemented to accurately record and maintain any changes or modifications to the Electronic Health Record.

19. The Provider agrees to bill AHCCCS only after a potential third party payer has adjudicated the claim.

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

22. In addition to any other remedies available under this Agreement, AHCCCS is entitled to offset against any amounts due to the Provider or 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. 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.

23. The Provider 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 AHCCCS that the person was ineligible for AHCCCS on the date of service, or that the services provided were not AHCCCS-covered services. 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. AHCCCS retains the right to offset against any amounts due to the Provider, if the Provider fails to comply with the rules and regulations governing the billing of AHCCCS eligible persons.

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 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 or makes annual Medicaid payments under the State Plan 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 has occurred, the Provider must report the incident immediately upon discovery to AHCCCS Office of Inspector General (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.

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 (U.S.).

29. Pursuant to 42 USCS § 1320a-7k(d) says: An overpayment must be reported and returned within 60 days after the date on which the overpayment was identified.

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 status of the Provider or any employees or contractors of the Provider.

31. Upon thirty (30) days written notice, either Party 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 and regulations; or there is a cancellation, termination or material modification 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 with a view towards securing a contract or securing favorable treatment with respect to a contract.

32. In accordance with the provisions set forth in 42 CFR 455.23, AHCCCS may suspend any payments to a 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, the Provider must assist in providing for the orderly transition of care for members assigned to the Provider.

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

FOR AND ON BEHALF OF THE PROVIDER

_____

Signature Date

_____

Typed Name

_____

Title

FOR AND ON BEHALF OF AHCCCS

_____

Authorization

_____

Date

_____

Provider Number Assigned