

Welcome to the Arizona Health Care Cost Containment System (AHCCCS) Provider Enrollment Form. Provider enrollment, revalidation, and/or modification requests are available online at

https://www.azahcccs.gov/PlansProviders/NewProviders/APEP.html. Use of the online portal is recommended and ensures priority and timely processing. In the event that you are unable to utilize the *AHCCCS Provider Enrollment Portal* (APEP) at https://www.azahcccs.gov/, this paper form(s) will be accepted.

Note: Please be advised that APEP is encouraged and eliminates the delay of the mail process and ensures faster processing of your request.

# Important:

- 1. Please do not duplicate entries.
- 2. All fields in this form marked by asterisk (\*) are required information. Failure to complete required data will delay the processing of your request.
- 3. If you need additional pages of the Provider Service Locations, Associate Billing Provider/Other Associations, Adverse Actions, License/Certifications/Other, or Provider Controlling Interest/Ownership, see the appendix for additional forms you may duplicate. You may elect to send a spreadsheet. The spreadsheet must mirror all required fields on these forms in order to be considered.
- 4. Be sure to review and complete the checklists/questionnaire at the beginning and end of this application.
- 5. Throughout this application you will see 2 category keys at the bottom of applicable pages. These keys will be important as you complete the application.
- 6. A Provider Participation Agreement or Group Provider Participation Agreement is required to accompany all applications.
- 7. You must save a copy from the AZAHCCCS site to your computer. Complete, and save your completed copy before submitting.

Category Key	Enrollment Types		
A Individual/Sole Proprietor, Rendering/Servicing, Atypical Individual			
B Group Practice, Contractor/MCO, Facility/Agency Organization(FAO), Atypical Agency			

Category Key	Description
Ι	Individual
С	Corporation

**Completed Forms:** Mail or fax completed and signed forms to: Mail: Fax:

Mail: AHCCCS Provider Enrollment P.O. Box 25520, Mail Drop 8100 Phoenix, AZ 85002

Attn: AHCCCS Provider Enrollment 602 256-1474

**Reminder:** Be sure to add the providers SSN/EIN/TIN to the bottom of each page before sending. This will help to ensure all pages of this form are directed to the correct identifying numbers.



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# **Before You Begin Checklist**

This checklist will help you prepare to complete this application by having the necessary data available as you complete this application.

Description	Enrollment Type this applies to
Add SSN/EIN/TIN to the bottom of each page	All
National Provider Identification (NPI)	Group, FAO, Individual
AHCCCS ID (if applicable)	All
Profit Type	All (except individual rendering / servicing)
W-9 (You must attach a completed W-9 form. This can be found at IRS.GOV)	All
Practice address details & hours of operation	All
Pay to details	All
Correspondence address	All
Provider type and specialty if applicable	All
Associate Billing Provider details	All (and is required for rendering/servicing)
Copies of all licensing, and certifications, etc.	All (except group)
Bed unit information, if applicable.	FAO and Atypical Agency only
Controlling interest/ownership details, managing employee, and owner relationship	All
Owners Adverse action(s) information	All
Taxonomy	All (except atypical agency & atypical individual)
Authorized signor for Provider Participation/Group Biller Participation Agreement	All



# **Enrollment Type**

- You must select one applicable request type (New Enrollment, Revalidation, or Modification).
- Select One Enrollment Type (and Subtype if applicable) from either section I-A or I-B.
- If you **do not** have an NPI, select the N/A box  $\boxtimes$  and select Atypical Agency for the enrollment type.
- If you have a provider number or provider AHCCCS ID, it is required for you to disclose this information. If you **do not** have a provider number, or provider AHCCCS ID, select the N/A box ⊠.
- If you select the enrollment type, Contractor/MCO or Atypical, you *must also select one subcategory* from the list below these enrollment types.

SECTION I					
Select <b>One_</b> Applicable Request Type.*					
□New Enrollment	ment Revalidation Provider Modification *List section numbers modified				
Complete only if you are	Complete only if you are currently registered and have a Provider Number or Provider AHCCCS ID. *				
Provider Number/AHC	CCS ID:	□N/A			
If you <b>do not</b> have an N	PI, select the N/A box $oxtimes$ and sel	ect Atypical Agency for the enrollment type.			
NPI:		$\Box$ N/A			
Select One Enrollment	Type (and Subtype if applicable	) from either section I-A or I-B.			
SECTION I-A					
□Individual/Sole	□ Rendering Servicing	$\Box$ Atypical (non-medical) provider			
Proprietor	Provider	Individual (Driver, Home Help/Personal Care, Carpenter, etc.)			
SECTION I-B					
□Group Practice	□Facility/Agency	□Atypical (non-medical) provider			
(Corporation,	Organization (FAO-Hospital,	Agency (Child Care Institution, Home			
Partnership, LLC, etc.)	Nursing Facility, Various Entities)	Help/Personal Care Agency, Transportation Company, Local Education Agency etc.)			
□Contractor/ MCO	Sub Type: □Correctional Facilities □Tribal Behavioral Health	□Department of Economic Security □Managed Care Organization			

Category Key	Enrollment Types
A Individual/Sole Proprietor, Rendering/Servicing, Atypical Individual	
В	Group Practice, Contractor/MCO, Facility/Agency Organization(FAO), Atypical Agency



# **Basic Provider Information**

- Complete all required fields, unless enrollment type specific is not applicable. Use the Category Key at the bottom of the page to determine required fields by the letter following the asterisk. Example: First Name\*A; would be a required field for enrollment types; Individual/Sole Proprietor, Rendering/Servicing, Atypical Individual.
- For the W-9 Entity type field, fill in the correct type. You will also need to complete the IRS W-9 form available at irs.gov.
- In the Profit Type field, select the applicable type. For "other", please fill in the accurate information. The Profit Type is not applicable when the individual only practices as a part of a group (rendering/servicing).
- In the Tribal Type field select one of the 3 selections listed. If none of the options listed is applicable, select N/A.

SECTION II						
Complete required fields based on enrollment type, using the Category Key at the bottom of this page.						
First Name*A	Middle Initial □N/A	Last Name*A				
Suffix*A	Gender*A	SSN*A				
Date of Birth*A ммддүүүү / /	Legal Entity Name*A&B	Entity Business Name (Doing Business As)*A&B				
Home Address*A	City*A	State*A				
EIN/TIN*A&B	Requested enrollment effective begin date *A&B MMDDYYYY	Zip Code*A				
W-9 Entity Type*A&B	Profit Type*A&B □501(C)(3) NON-PROFIT □For Profit Closely Held	Tribal Type *A&B □N/A □Indian Health Service				
You must also attach completed W-9 form. This can be found at IRS.GOV	<ul> <li>For Profit, Publicly Traded</li> <li>Other</li> <li>N/A – The individual only practices as part of a group</li> </ul>	□Privately Owned on Tribal Land □Tribally Owned on Tribal Land				

Category Key	Enrollment Types	
A	A Individual/Sole Proprietor, Rendering/Servicing, Atypical Individual	
B Group Practice, Contractor/MCO, Facility/Agency Organization(FAO), Atypical Agency		



# **Primary Practice Location**

- This section is for the primary practice location only.
- The primary practice location may also be the home address, if applicable.
- Primary Practice Location is applicable to all Enrollment Types A&B of the Category Key.

# **SECTION III**

□Primary Practice Location*A&B	End Date*A&B MMDDYYYY					
Address Line 1*A&B	Address Line 2 $\Box$ N/A	Address Line 3 □N/A				
City/Town*A&B	State/Province*A&B	County*A&B				
Country*A&B	Zip Code*A&B					

Location specific information is required for all locations.

Location Specific Information for Primary Practice Location is required.*							
Enter the business hours of operation. State "closed" on days the business is closed. Select AM or PM where applicable.							
	Sunday Monday Tuesday Wednesday Thursday Friday Saturday						
Open					$\Box AM$		
	$\Box PM$	$\Box PM$	$\Box PM$	$\Box PM$	$\Box PM$	$\Box PM$	$\Box PM$
Close					$\Box AM$		
	□PM	$\Box PM$	$\Box PM$	$\Box$ PM	$\Box PM$	$\Box$ PM	$\Box$ PM
Language(s) Spoken 🗆 English 🗆 Spanish 🗆 Arabic 🔤 Cantonese 🔤 Chinese 🔤 Navajo 🔤 Farsi							
$\Box$ Native American $\Box$ Mandarin $\Box$ Korean $\Box$ French							
Other(s) (specify):							

	Category Key	y Enrollment Types	
A Individual/Sole Proprietor, Rendering/Servicing, Atypical Individual		Individual/Sole Proprietor, Rendering/Servicing, Atypical Individual	
B Group Practice, Contractor/MCO, Facility/Agency Organization(FAO), Atypical Agency			



# **Pay To Information**

- The pay to information is required for all provider types.
- If the "Pay To" address is the same as the primary practice location, select this option  $\boxtimes$ .

# SECTION IV Pay To Address\*A&B Same as Primary Practice Location Address Line 1\*A&B Address Line 1\*A&B State/Province\*A&B Country\*A&B Zip Code\*A&B

# **Correspondence Address**

- The correspondence address is required for all provider types.
- If the "Correspondence" address is the same as the primary practice location, select this option  $\boxtimes$ .
- All correspondence for this provider will be sent to the correspondence address or email provided.
- Be sure to select only one option as the method of communication (Email or Standard Mail).
- Selecting more than one option or not selecting any option will default to standard U.S. mail.

# **SECTION V**

Correspondence Addr	ess*A&B	Phone Number*A&B		Fax Number		
□Same as Primary Pr	actice Location					
Method of Communica	ation*A&B	Email Address*A8	δB	End Date		
Only select 1 option						
□Email □	Standard Mail					
Address Line 1*A&B	Address Line 2 🗆 N/A	L	Address Line 3	$\Box$ N/A		
City/Town* A&B	State/Province* A&B	County* A&B	Country* A&B	Zip Code* A&B		

Category Key	Enrollment Types
А	Individual/Sole Proprietor, Rendering/Servicing, Atypical Individual
В	Group Practice, Contractor/MCO, Facility/Agency Organization(FAO), Atypical Agency

# **Provider Enrollment Form**



# Add Provider Type and Specialty

- This section is required for all provider types.
- Physicians, Dentists, Podiatrists, Osteopaths, and Registered Nurse Practitioners, **must** select a specialty type.
- All other provider types are not required to select a specialty.
- See Appendix F&G for provider types & specialty codes.

SECTION VI		
Provider Type	Specialty (if applicable)	End Date MMDDYY
1	1	
1	2	

# **Associate Billing Provider/Other Associations**

- Associate Billing Provider/Other Associations information is recommended if another provider will be billing on your behalf.
- This section is required for rendering/servicing providers.
- To associate, all providers must be in a pending or active status (affiliation to a terminated or suspended provider is not allowed).
- Enter AHCCCS ID or NPI of Billing Provider/Other Associations.
- If additional space is needed, you may attach a spreadsheet. The spreadsheet must include all of the required fields.

SECTION VII	
$\Box$ AHCCCS ID or $\Box$ NPI	$\Box$ AHCCCS ID or $\Box$ NPI
ID*	ID*
Provider Name:*	Provider Name:*
Start Date MMDDYYYY:*	Start Date MMDDYYYY:*
End Date ммddyyyy:*	End Date ммddyyyy:*
$\Box$ AHCCCS ID or $\Box$ NPI	$\Box$ AHCCCS ID or $\Box$ NPI
ID*	ID*
Provider Name:*	Provider Name:*
Start Date MMDDYYYY:*	Start Date MMDDYYYY:*
End Date ммddyyyy:*	End Date ммddyyyy:*
$\Box$ AHCCCS ID or $\Box$ NPI	$\Box$ AHCCCS ID or $\Box$ NPI
ID*	ID*
Provider Name:*	Provider Name:*
Start Date MMDDYYYY:*	Start Date MMDDYYYY:*
End Date ммddyyyy:*	End Date ммddyyyy:*



# License/Certification/Other List

- This section is required for all enrollment types, **except group**.
- Be sure to include copy of all licensing/certifications (i.e., Auto insurance policy, CLIA, DEA, tribal business license, etc.)
- Additional space for additional License/Certifications/Others can be found in the Appendix C.

SECTION VIII			
AHCCCS Provider Registration	License/Certification Number:		
Issuing Agency:	Effective Date: MMDDYYYY	Expiration Date: MMDDYYYY	
AHCCCS Provider Registration	License/Certification Number:		
Issuing Agency:	Effective Date: MMDDYYYY	Expiration Date: MMDDYYYY	
AHCCCS Provider Registration	License/Certification Number:		
Issuing Agency:	Effective Date: MMDDYYYY	Expiration Date: MMDDYYYY	

# Add Additional Information

This section is specific to enrollment types FAO and Atypical Agency.

SECTION IX				
Select Bed Type	Number of bed units	Begin Date	End Date	
□Acute Care Bed(s)				
□Licensed LTC Unit(s)				
□Licensed Medicaid Bed(s)				
□ Licensed Medicare Bed(s)				
□Licensed Medicaid/Medicare Bed(s)				
□Medicare Surgery Bed(s)				
□Obstetrics (OB/GYN) Bed(s)				
Pediatrics Bed(s)				
$\Box$ Psych Bed(s)				
$\Box$ Rehab Bed(s)				
□Skilled Nursing Bed(s)				
$\Box$ Substance Abuse Bed(s)				
□Swing Bed(s)				
□ Temporarily Non Available Bed(s)				
□Ventilator Dependent Unit(s)				



# **Provider Controlling Interest/Ownership**

Provider Enrollment Information, including home address, date of birth, and Social Security Number, is required from providers and other disclosed individuals (e.g., owners, managing employees, agents, etc.).

## **REQUIRED DISCLOSURE INFORMATION**

Provider (including fiscal agents and managed care entities) are required to disclose the following information on ownership and control during enrollment, revalidation and within 35 days after any change in ownership:

- The name and address of any person (individual or corporation) with ownership or control interest. The address for corporate entities must include, as applicable, primary business address, every business location and P.O. Box address.
- Date of birth and Social Security Number (in the case of an individual).
- Other Tax Identification Number, in the case of corporation, with an ownership or control interest or of any subcontractor in which the disclosing entity has a five percent or more interest.
- Whether the person (individual or corporation) with an ownership or control interest is related to another person with ownership or control interest as a spouse, parent, child or sibling; or whether the person (individual or corporation) with an ownership or control interest of any subcontractor in which the disclosing entity has a five percent or more interest is related to another person with ownership or control interest as a spouse, parent, child or sibling.
- The name of any other fiscal agent or manage care entity in which an owner has an ownership or control interest in an entity that is reimbursable by Medicaid and/or Medicare.
- The name, address, date of birth and Social Security Number of any managing employee,

# **REQUIRED OWNERS**

- Managing Employee is mandatory for all enrollment types.
- There must be at least one other ownership type in addition to Managing Employee.
- If any of the following 10 owner types are selected: Corporate-Charitable 501[c]3, Corporate-Non Charitable, Corporate-Publicly Traded, Corporate-Not Publicly Traded, Holding Company, Indirect Owner, Limited Liability Company, Subcontractor, Foreign, Nonresident Alien for the keyed Tax ID, then at least 1 of the following 5 owner types must also be selected in addition: Board of Directors, Chief Executive Officer, Chief Financial Officer, Chief Information Officer, or Chief Operating Officer.
- If you select any of the following ownership types: Managing Employee, Board of Directors, Chief Executive Officer, Chief Information Officer, Chief Operating Officer, or Chief Financial Officer, you must add at least 1 additional ownership type that is not from among that list.
- For the Contractor/MCO Enrollment Type, 3 ownership records must be added:

(1) Agent

(2) Board of Directors, Chief Executive Officer, Chief Financial Officer, Chief Information Officer, or Chief Operating Officer

(3) Managing Employee





# **Provider Controlling Interest/Ownership**

- For Corporate entities, enter primary business address and every business location and P.O Box. \*Use Appendix D or submit spreadsheet. The spreadsheet must include all required information.
- Provider (including fiscal agents and managed care entities) are required to disclose the following information on ownership and control during enrollment, revalidation and within 35 days after any change in ownership.
- The name of any other fiscal agent or manage care entity in which an owner has an ownership or control interest in an entity that is reimbursable by Medicaid and/or Medicare.
- The name, address, date of birth and Social Security Number of any managing employee.

SECTION X-I		
Select one*  Individual or  Corporation		
Title*I&C	Percentage Owned*I&C	
SSN*I&C	EIN/TIN*C	
Legal Entity Name	Entity Business Name	
Owner NPI		
First Name*I&C	Last Name*I&C	
Suffix	DOB*I&C	
Phone Number*I&C	Email	
Start Date*I&C	End Date	
Home address for Individual or business address for Corporation		
Address Line 1*I&C	Address Line 2	
Address Line 3	City/Town*I&C	
State/Province*I&C	County*I&C	
Country*I&C	Zip Code*I&C	

Category Key	Description
Ι	Individual
С	Corporation



# **Provider Controlling Interest/Ownership**

- A Managing Employee is **required** for all enrollment types.
- There **must** be at least one other ownership type in addition to Managing Employee.
- You **must** provide the home address of this provider. Failure to do so may result in this application/modification being denied.

SECTION X-II			
Managing Employee*	SSN*		
First Name*	Last Name*		
Suffix	DOB*		
Phone Number*	Email		
Start Date*	End Date		
Managing Employee Home Address*			
Address Line 1*	Address Line 2		
Address Line 3	City/Town*		
State/Province* A&B	County*		
Country*	Zip Code*		

# Add Owners Relationship

Do any of the Owners have the following relationship (Daughter, Daughter-In Law, Father, Father-In Law, Mother, Mother-In Law, Sibling, Son, Son-In Law, Self, Spouse)?

SECTION X-III				
Assoc. Owner	SSN/EIN/TIN	Relationship Type	Relation to (name)	Relation to Assoc. Owner



# **Add Owners Adverse Actions**

This section captures information on final adverse legal actions, such as convictions, exclusions, revocations, and suspensions. All applicable final adverse actions must be reported, regardless of whether any records were expunged or any appeals are pending.

Respond to the following questions on behalf of the following Responsive Entities: the applicant, the entity that the applicant represents; all individuals and entities with an ownership or control interest; all agents, managing employees and key personnel; and any entity in which the applicant (and the entity represented by the applicant) has a 5% or more ownership interest.

- 1. Have any Responsive Entities, on or after August 21, 1996, been convicted (as defined in 42 C.F.R. ¿ 1001.2, and including convictions that are the result of plea agreements, no contest plea, Alford plea, or nolo contendere plea) of any of the following:
  - a. A federal or state felony;
  - b. Any criminal offense, under federal or state law, related to the delivery of an item or service under Medicaid, Medicare, AHCCCS, or a state health care program, including the performance of management or administrative services relating to the delivery of items or services under any such program;
  - c. Any criminal offense, under state or federal law, related to the abuse or neglect of a patient in connection with the delivery of a health care item or service, as further explained in 42 C.F.R. *i* 1001.101(b);
  - d. Any criminal offense, under federal or state law, related to the theft, fraud, embezzlement, breach of fiduciary duty, or other financial misconduct in connection with the delivery of a health care item or service, including the performance of management or administrative services relating to the delivery of items or services under any such program;
  - e. Any misdemeanor conviction, under federal or state law, related to the interference with or obstruction of any investigation into any criminal offense described in 42 C.F.R. ¿ 1001.101 or 1001.201;
  - f. Any misdemeanor conviction, under federal or state law, related to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance; or
  - g. Any criminal offense related to public assistance or welfare fraud. Yes/No
- 2. Have any Responsive Entities been terminated, denied enrollment, suspended, revoked, precluded, determined ineligible, restricted by Agreement, or otherwise sanctioned by Medicare, AHCCCS, a Medicaid program in any other state, or any other governmental or private medical insurance program? Yes/No
- 3. Have any Responsive Entities had their business or professional license, certification, permit, or the licensure of an entity in which they had an ownership interest of 5% or more ever been revoked, suspended, terminated, surrendered, placed on probation, or restricted by Agreement by any licensing authority in any State? Yes/No
- 4. Is there currently any pending proceedings, such as but not limited to an indictment, pending plea, or investigation, that could result in any sanction, conviction (as defined in 42 C.F.R. ¿ 1001.2, and including convictions that are the result of plea agreements, no contest plea, Alford plea, or nolo contendere plea), or action for any Responsive Entity? Yes/No

SECTION X-IV			
Ourse of Name	Response: 1g.	□ Yes	□No
Owner Name	Response: 2.	□ Yes	□No
	Response: 3.	□ Yes	□No
SSN/EIN/TIN	Response: 4.	□ Yes	□No
Ourse of Name	Response: 1g.	□ Yes	□No
Owner Name	Response: 2.	□ Yes	□No
	Response: 3.	□ Yes	□No
SSN/EIN/TIN	Response: 4.	□ Yes	□No
If additional space is needed see Appendix E. Supporting documentation is required for all adverse actions.			



# Add Taxonomy

- This is not required for atypical enrollment types.
- The NUCC taxonomy code list is available to assist with locating taxonomy. The taxonomy codes are reflective on NPPES NPI registry website; visit <u>https://npiregistry.cms.hhs.gov/</u>

# SECTION XI

Taxonomy Code:	Description:
Start Date: MMDDYYYY*	End Date: MMDDYYYY

### Fees

Section 1866(j)(2)(C) of the Act requires the imposition of an application fee on each institutional provider. States must collect the applicable enrollment fee prior to executing a provider agreement form a prospective or reenrolling provider. The application fee increases each calendar year based on the consumer price index. The provider applying will be notified to pay the enrollment fee after the state reviews the application. Please do not mail in check payments along with this application.

SECT	SECTION XII			
	Options	Description		
	Pay Fee	Select this option in order to pay fee to AHCCCS. Once the AHCCCS Provider ID is		
		received via correspondence or if there is	<b>U</b>	
		pay the fee in the payment gateway using	<b>o i</b> <i>i i i</i>	
		gov/PlansProviders/NewProviders/Enro		
		Confirmation #	Date:	
	Fee Paid to	Select this option if you have paid the enro		
	Medicare	Services This is subject to federal and stat	• •	
		Confirmation #	Date:	
	Fee Paid to	Select this option if you can supply docum		
	Medicaid in	already paid the enrollment fee to the Medicaid program of another state. Select		
	another State	the program name and payment date in the section below Upload your receipt or		
		documentation of payment in the "Upload Documents" step This is subject to		
		federal and state approval.	2	
		Paid To:	Date:	
		Confirmation #	Note:	
	Request	Select this option to request "Hardship Waiver" from the Provider Registration unit		
	Hardship	A "Hardship Letter" must be written and sent in with this application. You can		
	Waiver	continue submitting the enrollment application/modification request This is		
		subject to federal and state approval.		
	AHCCCS Prior	Select this option if you have paid the fee to AHCCCS within the last 12 months		
	Payment	from the current date for a related provider entity within your organization.		
		Confirmation #	Date:	



#### SECTION XIII

Provider Participation Agreement - Complete the participation agreement applicable to your enrollment type. If you are a Group Biller, complete the Group Biller Participation Agreement. All other types complete the Provider Participation Agreement. **A signed agreement must accompany an application**.

#### **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:

#### B. 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.

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.

PEP-202.1 (rev 4/2024) Be sure to include this identification to the bottom of each page



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 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 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. 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's 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 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.

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 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 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. 36-2903.01(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 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 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

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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.

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. Any payment made upon an up-coded or otherwise incorrect claim shall be deemed overpayment 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, 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 AHCCCCS members, to any managing employee as defined by 42 C.F.R. § 455.101, to any person with an ownership or control interest as defined by



42 C.F.R. § 455.101, or to any agent authorized by appointment or by law to receive service. Delivery is deemed complete upon any one of the following as applicable: signature of a certified mail return receipt; refusal of delivery; the return of the item as undeliverable despite being properly addressed; 5 days after mailing by USPS First Class if properly addressed; delivery in person to an adult person at the applicable address; or by any other method reasonably calculated to effect actual notice.

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.

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.

PROVIDER SIGNATURE

PROVIDER NAME (PLEASE TYPE OR PRINT)

TITLE

DATE



#### 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 it 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'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.

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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.

# Provider SSN/EIN/TIN: \_

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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 AHCCCCS members, to any managing employee as defined by 42 C.F.R. § 455.101, to any person with an ownership or control interest as defined by 42 C.F.R. § 455.101, or to any agent authorized by appointment or by law to receive service. Delivery is deemed complete upon any one of the following as applicable: signature of a certified mail return receipt; refusal of delivery; the return of the item as undeliverable despite being properly addressed; 5 days after mailing by USPS First Class if properly addressed; delivery in person to an adult person at the applicable address; or by any other method reasonably calculated to effect actual notice.



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 performed invalid even if it could have been using different methodology. not а 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.

PROVIDER SIGNATURE

PROVIDER NAME (PLEASE TYPE OR PRINT)

TITLE

DATE



# Appendix A

# **Additional Service Locations**

- This page is for Providers who have more than one service location.
- If you have multiple provider service locations, you may duplicate this page or send a spreadsheet. **Note:** The spreadsheet must contain all of the required location details.
- This page is applicable to all enrollment types.

Additional Service Location					
All fields with an asterisk symbol (*	*) are required information.				
Service Location		End Date			
Address Line 1*	Address Line 2	Address Line 3			
City/Town*	State/Province*	County*			
Country*	Zip Code*				

Location Specific Information for each additional service location is required.								
Enter the business hours of operation. State "closed" on days the business is closed. Circle AM or PM where applicable.								
	Sunday Monday Tuesday Wednesday Thursday Friday Saturday							
Open		$\Box AM$		$\Box AM$			$\Box AM$	
	$\Box$ PM	$\Box$ PM	$\Box PM$	$\Box PM$	$\Box PM$	$\Box PM$	$\Box$ PM	
Close				$\Box AM$				
	$\Box$ PM	$\Box$ PM		$\Box PM$	$\Box$ PM	$\Box$ PM	$\Box$ PM	
Language(s) Spoken 🗆 English 🗆 Spanish 🗆 Arabic 🔤 Cantonese 🔤 Chinese 🔤 Navajo 🔤 Farsi								
$\Box$ Native American $\Box$ Mandarin $\Box$ Korean $\Box$ French								
Other(s) (specify): □Handicap Accessible								



## **Appendix B**

# Associate Billing Provider/Other Associations

- Associate Billing Provider/Other Associations information is recommended if another provider will be billing on your behalf.
- This section is required for rendering/servicing providers.
- To associate, all providers must be in a pending or active status (affiliation to a terminated or suspended provider is not allowed).
- If additional space is needed, you may attach a spreadsheet with all of the required fields.

SECTION VII	
$\Box$ AHCCCS ID or $\Box$ NPI	$\Box$ AHCCCS ID or $\Box$ NPI
ID	ID
Provider Name:	Provider Name:
Start Date: MMDDYYYY	Start Date: MMDDYYYY
End Date: MMDDYYYY	End Date: ммddyyyy
$\Box$ AHCCCS ID or $\Box$ NPI	$\Box$ AHCCCS ID or $\Box$ NPI
ID	ID
Provider Name:	Provider Name:
Start Date: MMDDYYYY	Start Date: MMDDYYYY
End Date: ммddyyyy	End Date: MMDDYYYY
$\Box$ AHCCCS ID or $\Box$ NPI	$\Box$ AHCCCS ID or $\Box$ NPI
ID	ID
Provider Name:	Provider Name:
Start Date: MMDDYYYY	Start Date: MMDDYYYY
End Date: ммddyyyy	End Date: ммddyyyy



# **Appendix C**

# License/Certification/Other List

**Important:** You must send proof of all licensing/certifications (i.e., Auto insurance policy, CLIA, DEA, tribal business license, etc.).

SECTION VIII		
AHCCCS Provider Registration	License/Certification	Number:
Issuing agency:	Effective Date:	Expiration Date:
AHCCCS Provider Registration	License/Certification	Number:
Issuing agency:	Effective Date:	Expiration Date:
AHCCCS Provider Registration	License/Certification	Number:
Issuing agency:	Effective Date:	Expiration Date:
AHCCCS Provider Registration	License/Certification	Number:
Issuing agency:	Effective Date:	Expiration Date:
AHCCCS Provider Registration	License/Certification	Number:
Issuing agency:	Effective Date:	Expiration Date:
AHCCCS Provider Registration	License/Certification	Number:
Issuing agency:	Effective Date:	Expiration Date:
AHCCCS Provider Registration	License/Certification	Number:
Issuing agency:	Effective Date:	Expiration Date:
AHCCCS Provider Registration	License/Certification	Number:
Issuing agency:	Effective Date:	Expiration Date:
AHCCCS Provider Registration	License/Certification	Number:
Issuing agency:	Effective Date:	Expiration Date:
AHCCCS Provider Registration	License/Certification	Number:
Issuing agency:	Effective Date:	Expiration Date:



# **Appendix D**

# **Provider Controlling Interest/Ownership**

- A Managing Employee is required for all enrollment types.
- There must be at least one other ownership type in addition to Managing Employee.
- You must provide the home address of this provider. Failure to do so may result in this application/modification being denied.

SECTION X-II			
Managing Employee*	SSN*		
First Name*	Last Name*		
Suffix	DOB*		
Phone Number*	Email		
Start Date*	End Date		
Managing Employee Home Address*			
Address Line 1*	Address Line 2		
Address Line 3	City/Town*		
State/Province* A&B	County*		
Country*	Zip Code*		

# **Add Owners Relationship**

Do any of the Owners have the following relationship (Daughter, Daughter-In Law, Father, Father-In Law, Mother, Mother-In Law, Sibling, Son, Son-In Law, Self, Spouse) ?

 $\Box$ No  $\Box$ Yes If yes, list names and relationship.

SECTION X-III				
Assoc. Owner	SSN/EIN/TIN	Relationship Type	Relation to (name)	Relation to Assoc. Owner



# **Appendix E**

# **Adverse Actions**

- For supporting disclosures and details see Adverse Action Section XI.
- Supporting documentation is required for all adverse actions.

Adverse Actions			
Owner Name	Response: 1g.	□ Yes	□No
SSN/EIN/TIN	Response: 2.	□ Yes	□No
	Response: 3.	□ Yes	□No
	Response: 4.	□ Yes	□No
Owner Name	Response: 1g.	□ Yes	□No
SSN/EIN/TIN	Response: 2.	$\Box$ Yes	□No
	Response: 3.	$\Box$ Yes	□No
	Response: 4.	□ Yes	□No
Owner Name	Response: 1g.	□ Yes	□No
SSN/EIN/TIN	Response: 2.	□ Yes	□No
	Response: 3.	$\Box$ Yes	□No
	Response: 4.	□ Yes	□No
Owner Name	Response: 1g.	□ Yes	□No
SSN/EIN/TIN	Response: 2.	□ Yes	□No
	Response: 3.	□ Yes	□No
	Response: 4.	□ Yes	□No
Owner Name	Response: 1g.	□ Yes	□No
SSN/EIN/TIN	Response: 2.	□ Yes	□No
	Response: 3.	$\Box$ Yes	□No
	Response: 4.	$\Box$ Yes	□No
Owner Name	Response: 1g.	□ Yes	□No
SSN/EIN/TIN	Response: 2.	□ Yes	□No
	Response: 3.	$\Box$ Yes	□No
	Response: 4.	□ Yes	□No



# Appendix F

Provider Type	Description	National Provider Identifier (NPI)	Enrollment Fee	Site Visit
A3	COMMUNITY SERVICE AGENCY	Y	Y	Y
A4	LICENSED INDEPENDANT SUBSTANCE ABUSE	Y	N	N
A5	BEHAVIORAL HEALTH THERAPEUTIC HOME	Y	N	Ν
A6	RURAL SUBSTANCE ABUSE TRANSITIONAL AGENCY	Y	Y	N
A8	IHR-INDIVIDUAL HOME RESPITE	Y	Y	Ν
B1	RESIDENTIAL TREATMENT CTR-SECURE (17+BEDS) (IMD)	Y	Y	N
B2	RESIDENTIAL TREATMENT CENTER-NON-SECURE	Y	Y	N
B3	RESIDENTIAL TREATMENT CENTER-NON-SECURE	Y	Y	N
B5	SUBACUTE FACILITY (1-16 BEDS)	Y	Y	Ν
B6	SUBACUTE FACILITY (17+BEDS)	Y	Y	N
B7	CRISIS SERVICES PROVIDER	Y	Y	N
B8	BEHAVIORAL HEALTH RESIDENTIAL FACILITY	Y	Y	Ν
BC	BOARD CERTIFIED BEHAVIOR ANALYST (BCBA)	Y	N	N
C2	FEDERALLY QUALIFIED HEALTH CENTER (FQHC)	Y	Y	Ν
C4	SPECIALTY PER DIEM HOSPITAL	Y	N	Ν
C5	638 FEDERALLY QUALIFIED HEALTH CENTER (FQHC)	Y	Y	N
E1	INDEPENDENT TESTING FACILITIES	Y	Y	N
ED	FREE STANDING EMERGENCY DEPARTMENT	Y	N	N
F1	FISCAL INTERMEDIARIES	N	Y	Ν
G2	DD DAY TREATMENT / CBE	N	N	Ν
H2	ONE TIME ONLY OUT OF STATE HOSPITAL	N	N	Ν
I1	IMMUNIZATION CLINICS	Y	Y	Ν
IC	INTEGRATED CLINIC	Y	Y	Y
SA	SPEECH LANGUAGE PATHOLOGY ASSISTANT	Y	N	N
NA	NEMT NON-AMBULANCE AIR	N	N	Ν
NE	NEMT EQUINE	N	N	Ν
NT	TRANSPORTATION NETWORK COMPANY	N	Y	Y
TR	TREAT & REFER	Y	Y	Y
TS	TRAVEL SERVICES	N	N	N
01	GROUP-PAYMENT ID	Y	N	N
02	ACUTE HOSPITAL	Y	Y	N
03	PHARMACY	Y	Y	N



# Appendix F

Provider Type	Description	National Provider Identifier (NPI)	Enrollment Fee	Site Visit
04	LABORATORY	Y	Y	Y
05	NON- HOSPITAL AFFILATED CLINIC	Y	Y	Ν
06	EMERGENCY TRANSPORTATION	Y	Y	Y
07	DENTIST	Y	N	Ν
08	MD-PHYSICIAN	Y	N	N
09	CERTIFIED NURSE-MIDWIFE (CNM)	Y	N	N
10	PODIATRIST	Y	N	N
11	PSYCHOLOGIST	Y	N	Ν
12	CERTIFIED REGISTERED NURSE-ANESTHETIST	Y	N	N
13	OCCUPATIONAL THERAPIST	Y	N	N
14	PHYSICAL THERAPIST	Y	N	Y
15	SPEECH/HEARING THERAPIST	Y	N	Ν
16	CHIROPRACTOR	Y	N	Ν
17	NATUROPATHIC PHYSICIAN	Y	N	Ν
18	PHYSICIANS ASSISTANT	Y	N	Ν
19	REGISTERED NURSE PRACTITIONER	Y	N	Ν
20	RESPIRATORY THERAPIST	Y	N	Ν
22	NURSING HOME	Y	Y	N
23	HOME HEALTH AGENCY	Y	Y	Y
25	GROUP HOME (DEVELOPMENTAL	N	N	Ν
27	ADULT DAY HEALTH	N	Y	Ν
28	NON-EMERGENCY TRANSPORTATION PROVIDERS	N	Y	Y
29	COMMUNITY/RURAL HEALTH CENTER	Y	Y	N
30	DME SUPPLIER	Y	Y	Y
31	DO-PHYSICIAN OSTEOPATH	Y	N	N
32	MEDICAL FOODS	N	Y	N
35	HOSPICE	Y	Y	Y
36	ASSISTED LIVING HOME	N	Y	N
37	HOMEMAKER	N	N	Ν
39	HABILITATION PROVIDER	N	N	Ν
40	ATTENDANT CARE (COMPANIES ONLY)	N	Y	N
41	DIALYSIS CLINIC	Y	Y	N
43	AMBULATORY SURGICAL CENTER	Y	Y	N
44	ENVIRONMENTAL (LTC)	N	Y	N
46	INDEPENDENT RN	Y	N	N



# Appendix F

Provider Type	Description	National Provider Identifier (NPI)	Enrollment Fee	Site Visit
47	REGISTERED DIETICIAN (RD)	N	N	Ν
48	NUTRITIONIST	Ν	N	Ν
49	ASSISTED LIVING CENTER	Ν	Y	N
50	ADULT FOSTER CARE	Ν	N	N
54	AFFILIATED PRACTICE HYGIENIST	Y	N	Ν
55	HOTELS	Ν	Y	Ν
56	BOARDING HOME	N	Y	N
62	AUDIOLOGIST	Y	N	N
67	PERFUSIONIST	Y	N	N
68	HOMEOPATHIC	Y	N	N
69	OPTOMETRIST	Y	N	N
70	HOME DELIVERED MEALS	Ν	Y	N
71	PSYCHIATRIC HOSPITAL	Y	Y	N
72	REGIONAL BEHAVIORAL HEALTH AUTHORITY	Ν	Y	N
73	OUT OF STATE 1 TIME WAIVER OF REGISTRATION REQUIREMENTS	Ν	N	N
77	MENTAL HEALTH REHABILATATION	Y	Y	Y
78	MENTAL HEALTH RESIDENTIAL TREATMENT CENTER	Y	Y	N
79	VISION CENTER	Y	Y	Ν
81	EPD HCBS	Ν	Y	Ν
82	SURGICAL FIRST ASSISTANT	Y	N	N
83	FREE-STANDING BIRTHING CENTER	Y	Y	Ν
84	LICENSED MIDWIFE	Y	N	Ν
85	LICENSED CLINICAL SOCIAL WORKER	Y	N	Ν
86	LICENSED MARRIAGE & FAMILY THERAPIST	Y	N	Ν
87	LICENSED PROFESSIONAL COUNSELOR	Y	N	Ν
90	QMB ONLY PROVIDER	N	N	Ν
92	SCHOOL BASED BUS TRANSPORTATION	N	Y	N
93	SCHOOL BASED ATTENDANT CARE	Ν	N	N
94	SCHOOL BASED NURSE (RN/LP)	Y	N	N
95	NON-MEDICARE CERTIFIED HOME HEALTH AGENCIES	N	Y	Y
97	AIR TRANSPORTATION	Y	Y	N



	SPECIALTY CODES					
	MEDICAL SPECIALTY CODES FOR M.D.'S (PT 08) AND D.O.'S (PT 31)					
CODE	DESCRIPTION	CODE	DESCRIPTION			
010	ALLERGIST/IMMUNOLOGIST	155	PEDIATRIC - NEONATAL/PERINATAL MEDICINE			
011	ALLERGIST	159	PEDIATRIC PULMONARY DISEASE			
012	IMMUNOLOGIST	160	PHYSICAL MEDICINE/ REHABILITATION			
019	GENETICIST	162	SPORTS MEDICINE			
020	ANESTHESIOLOGIST	170	SURGERY-PLASTIC			
030	SURGERY-COLON/RECTAL	171	SURGERY-PLASTIC OTOLARYNGOLOGICAL FACIAL			
040	DERMATOLOGIST	175	ACUPUNCTURIST			
050	FAMILY PRACTICE	178	HYPNOTIST			
055	GENERAL PRACTICE	184	PUBLIC HEALTH			
060	INTERNAL MEDICINE	185	AEROSPACE MEDICINE			
062	CARDIOVASCULAR MEDICINE	191	PEDIATRIC - PSYCHIATRIST			
063	ENDOCRINOLOGIST	192	PSYCHIATRIST			
064	GASTROENTEROLOGIST	195	PSYCHIATRIST AND NEUROLOGIST			
065	HEMATOLOGIST	200	RADIOLOGY			
066	INFECTIOUS DISEASES	201	RADIOLOGY-DIAGNOSTIC			
067	NEPHROLOGIST	205	RADIOLOGY-THERAPEUTIC			
068	PULMONARY DISEASES	210	SURGERY			
069	RHEUMATOLOGIST	212	SURGERY-CARDIOVASCULAR			
070	SURGERY-NEUROLOGY	213	SURGERY-HAND			
075	NEUROLOGIST	214	SURGERY-HEAD AND NECK			
076	PEDIATRIC NEUROLOGIST	217	SURGERY-UROLOGICAL			

	SPECIALTY CODES						
	MEDICAL SPECIALTY CODES FOR M.D.'S (PT 08) AND D.O.'S (PT 31)						
CODE	DESCRIPTION	CODE	DESCRIPTION				
080	NUCLEAR MEDICINE	218	SURGERY-VASCULAR				
082	GERONTOLOGIST	219	SURGERY-GYNECOLOGICAL				
083	PSYCHOLOGIST	220	SURGERY-THORACIC				
089	OBSTETRICIAN AND GYNECOLOGIST	230	UROLOGIST				
090	GYNECOLOGIST	241	ONCOLOGIST				
091	OBSTETRICIAN	250	EMERGENCY MEDICINE				
092	MATERNAL AND FETAL MEDICINE	251	CRITICAL CARE MEDICINE				
100	OPTHALMOLOGIST	440	VIROLOGY				
101	TRANSPLANT HEPATOLOGY	530	PATHOLOGY				
110	SURGERY-ORTHOPEDIC	585	OTHER CLINICAL CHEMISTRY				
120	OTOLARYNGOLOGIST	901	EMERGENCY ROOM PHYSICIANS				
083	PSYCHOLOGIST	927	CARDIOLOGIST				
089	OBSTETRICIAN AND GYNECOLOGIST	935	OTORHINOLARYNGOLOGIST (ENT)				
090	GYNECOLOGIST	950	ORTHOPEDIST				
091	OBSTETRICIAN	962	NUCLEAR RADIOLOGY				
092	MATERNAL AND FETAL MEDICINE	964	PAIN CONTROL				
125	RHINOLOGIST	965	PSYCHOANALYSIS				
131	BLOOD BANKING	967	PATHOLOGY, RADIOISOTOPIC				
135	ANATOMICAL/ CLINICAL PATHOLOGY	969	MEDICAL TOXICOLOGY				
143	DERMATOPATHOLOGY	970	HEMATOLOGY & ONCOLOGY				
150	PEDIATRICIAN	971	INDUSTRIAL MEDICINE				
151	PEDIATRIC CARDIOLOGIST	972	OSTEOPATHIC MANIPULATIVE				
153	SURGERY-PEDIATRIC	974	MEDICINE REHABILITATION MEDICINE				



	SPECIALTY CODES			
	MEDICAL SPECIALTY CODES FOR M.D.'S (PT 08)			
CODE	DESCRIPTION	CODE	DESCRIPTION	
072	OTHER MICROBIOLOGY	441	SURGERY - OPTHALMOLOGICAL	
073	OTHER IMMUNOHEMATOLOGY	450	MYCOLOGY	
074	HISTOPATHOLOGY	460	PARASITOLOGY	
077	HOMEOPATHIC	464	BLOOD GROUPING/RH TYPING	
078	ELECTROPHYSIOLOGY	490	IMMUNOHEMATOLOGY	
093	REPRODUCTIVE ENDOCRINOLOGIST	524	URINALYSIS	
122	LARYNGOLOGIST	574	HISTOCOMPATABILITY	
124	OTOLOGIST	880	PEDIATRIC-	
			BEHAVIORAL/DEVELOPMENTAL	
136	FORENSIC PATHOLOGY	913	DIALYSIS	
141	NEUROPATHOLOGY	925	AUDIOLOGIST	
152	PEDIATRIC HEMATOLOGIST	943	PEDIATRIC ORTHOPEDIST	
154	PEDIATRIC NEPHROLOGIST	951	ADDICTION MEDICINE	
156	PEDIATRIC ENDOCRINOLOGIST	952	ANATOMIC PATHOLOGY	
157	PEDIATRIC ALLERGIST	953	BRONCHO-ESOPHAGOLOGY	
158	RADIOLOGY PEDIATRIC	954	CHEMICAL DEPENDENCY	
176	ADOLESCENT MEDICINE	955	CHEMICAL PATHOLOGY	
180	ADMINISTRATIVE MEDICINE	956	DIABETES	
182		957	DIAGNOSTIC LABORATORY	
	PREVENTIVE MEDICINE		IMMUNOLOGY	
183	OCCUPATIONAL MEDICINE	958	GYNECOLOGICAL ONCOLOGY	
187	NUTRITIONIST	959	IMMUNOPATHOLOGY	
188	PHARMACOLOGIST	960	LEGAL MEDICINE	
189	PSYCHOSOMATIC MEDICINE	961	NEOPLASTIC DISEASES	
211	SURGERY-ABDOMINAL	963	PEDIATRIC HEMATOLOGY-	
			ONCOLOGY	
215	SURGERY-MAXILLOFACIAL	966	RETIRED	
216	SURGERY-TRAUMA	968	RADIOLOGY, ONCOLOGY	
400	MICROBIOLOGY	976	SCLEROTHERAPY	
410	BACTERIOLOGY	999	OTHER	
430	SEROLOGY			

SPECIALTY CODES				
MEDICAL SPECIALTY CODES FOR D.O.'S (PT 31)				
CODE	DESCRIPTION		CODE	DESCRIPTION
081	NUCLEAR PHYSICS		161	OSTEOPATHIC MANIPULATIVE THERAPY
973	PROCTOLOGY		975	ROENTGENOLOGY (DIAGNOSTIC)



	SPECIALTY CODES - REGISTERED NURSE PRACTITIONER CODES (PT 19)				
CODE	DESCRIPTION	CODE	DESCRIPTION		
084	FAMILY NURSE PRACTITIONER	085	SCHOOL NURSE PRACTITIONER		
086	PEDIATRIC NURSE ASSOCIATE	087	PEDIATRIC NURSE PRACTITIONER		
088	GERIATRIC NURSE PRACTITIONER	095	WOMEN'S HC/OB – GYN NP		
096	WOMEN'S HC/OB – GYN NP	097	ADULT NURSE PRACTITIONER		
098	PSYCH/MENTAL HEALTH NURSE PRACTITIONER	978	ACUTE CARE NURSE PRACTITIONER		
	SPECIALTY CODES - OTHER REGISTERED NURSE CATEGORIES				
NURSE – MIDWIFE (PT 09) CERT			IED REGISTERED NURSE ANESTHETIST (PT 12)		
CODE	DESCRIPTION	CODE	DESCRIPTION		
094	REGISTERED NURSE MIDWIFE	020	ANESTHESIOLOGIST		
	PODIATRIST CODES (PT 10)		DENTISTRY CODES (PT 07)		
CODE	DESCRIPTION	CODE	DESCRIPTION		
650	PODIATRIST	484	SURGERY		
	DENTISTRY	CODES (	PT 07)		
CODE	DESCRIPTION	CODE	DESCRIPTION		
809	ANESTHESIOLOGIST	804	PEDIATRIC DENTIST		
802	ENDODONTIST	806	PERIODONTIST		
800	GENERAL	805	PROSTHODONTIST		
803	ORAL PATHOLOGIST	807	PUBLIC HEALTH		
808	ORAL SURGEON	977	SURGERY-ORAL & MAXILLOFACIAL		
801	ORTHODONTIST				
	SPECIALTY CODES FOR NO	ON-PHYS	CIAN CATEGORIES		
	LABORATORY SPEC	IALTY CO			
CODE	DESCRIPTION	CODE	DESCRIPTION		
072	OTHER MICROBIOLOGY	073	OTHER IMMUNOHEMATOLOGY		
080	NUCLEAR MEDICINE	131	BLOOD BANKING		
158	RADIOLOGY PEDIATRIC	200	RADIOLOGY		
201	RADIOLOGY DIAGNOSTIC	205	RADIOLOGY THERAPEUTIC		
400	MICROBIOLOGY	410	BACTERIOLOGY		
430	SEROLOGY	431	SYPHILIS		
437	OTHER SEROLOGY	440	VIROLOGY		
450	MYCOLOGY	460	PARASITOLOGY		
464	BLOOD GROUPING & RH TYPING	470	PREGNANCY TESTING		
490	IMMUNOHEMATOLOGY	500	RH TITERS		
501	CROSSMATCHING	503	PHYSIOLOGICAL TESTING		
504	EKG SERVICES	510	CLINICAL CHEMISTRY		
511	ROUTINE CHEMISTRY	524	URINALYSIS		
550	RADIOBIOASSAY	574	HISTOCOMPATABILITY		
585	OTHER CLINICAL CHEMISTRY	900	PROCEDURES-ANY CERTIFIED LAB		
913	DIALYSIS	962	NUCLEAR RADIOLOGY		
968	RADIOLOGY, ONCOLOGY	975	ROENTGENOLOGY (DIAGNOSTIC)		



SPECIALTY CODES FOR NON-PHYSICIAN SPECIALTIES				
CODE	DESCRIPTION	CODE	DESCRIPTION	
015	OPTICIAN	071	MSW SOCIAL WORKER	
083	PSYCHOLOGIST	166	THERAPIST-OCCUPATIONAL	
167	THERAPITST-PHYSICAL	175	ACUPUNCTURE	
178	HYPNOTIST	184	PUBLIC HEALTH	
187	NUTRITIONIST	188	PHARMACOLOGIST	
600	OPTOMETRIST	650	PODIATRIST	
798	PHYSICIAN ASSISTANT	925	AUDIOLOGIST	
	RADIOLOGIS	ST SPECIA	ALIST	
CODE	DESCRIPTION	CODE	DESCRIPTION	
080	NUCLEAR	200	RADIOLOGY	
201	RADIOLOGY-DIAGNOSTIC	158	RADIOLOGY PEDIATRIC	
205	RADIOLOGY-THERAPEUTIC			
	PATHOLOG	Y SPECIA	LIST	
CODE	DESCRIPTION	CODE	DESCRIPTION	
530	PATHOLOGY	074	HISTOPATHOLOGY	
532	ORAL PATHOLOGY	540	EXFOLIATIVE CYTOLOGY	
135	ANATOMICAL/CLINICAL PATHOLOGY	136	FORENSIC PATHOLOGY	
138	MEDICAL CHEMISTRY	141	NEUROPATHOLOGY	
143	DERMATOPATHOLOGY			
	MISCELLANEO	US SPEC	IALTIES	
CODE	DESCRIPTION	CODE	DESCRIPTION	
799	NO SPECIALTY REQUIRED	901	EMERGENCY ROOM PHYSICIANS	
077	HOMEOPATHIC	714	EYE (LOW VISION SPECIALIST)	
SPECIALTY: BED COUNT INFORMATION				
CODE	DESCRIPTION	CODE	DESCRIPTION	
ACUT	ACUTE BEDS	ICF	INTERMEDIATE CARE FACILITY	
ICFM	INTERMEDIATE CARE FACILITY/MENTALLY RETARDED	SNF	SKILLED NURSING FACILITY	
SWBD	SWING BEDS			



# **Provider Pre-submittal Checklist**

Description	Enrollment Type this applies to
SSN/EIN/TIN is at the bottom of each page	All
Section I Enrollment Type , I-A, I-B	All
Section II Basic Provider information	All
Section III Primary Practice location	All
Section IV Pay To information	All
Section V Correspondence Address	All
Section VI Specialty/Subspecialty	FAO & Atypical Agency only
Section VII Associate Billing Provider/Other Associations - If another provider will be billing on your behalf, other must be an approved provider by the State of AZ and have an AHCCCS or NPI.	All
Section VIII License/ Certification/ Other - If you have any applicable license(s), certification(s), other, be sure to send copies of supporting documents.	FAO, Atypical Agency, Atypical Individual, Individual
Section IX Add Additional Information. Bed count specific	FAO & Atypical Agency only
<ul> <li>Section X Provider Controlling Interest/Ownership <ul> <li>X-I Controlling Interest/Ownership</li> <li>X-II Managing Employee</li> <li>X-III Owners Relationship - If there is any relationship between owners, you must disclose.</li> <li>X-IV Owners Adverse Action - If any owners have or had adverse actions, you must disclose here. Be sure to send copies of any supporting documentation along with the paper application.</li> </ul> </li> </ul>	All
Section XI Add Taxonomy	All
Provider Participation Agreement or Group Biller Participation Agreement	All
Appendix A – Additional Service Locations - Complete this page for additional service locations or include a spreadsheet with all required fields.	All
Appendix B – Associate Billing Provider/Other Associations	All
Appendix C – License/Certification/Other List	All
Appendix D – Provider Controlling Interest/Ownership	All
Appendix E – Adverse Actions	All
Appendix F – Provider Type Codes	All
Appendix G – Provider Type Specialty Code	All

Enrollment Checklist/Questionnaire			
Question	Answer	Comments	
Do you need to request a Future Enrollment Date?	□Yes □No		
If Yes, enter the requested date in the comment			
field to be considered.			
Do you wish to end date your enrollment? If yes,	□Yes □No		
enter date in comment field.			
Are you currently excluded from any Arizona or	□Yes □No		
other state program? If yes, provide state of			
exclusion and program in comment field.			
Are you currently excluded from any federal	□Yes □No		
program? If yes, provide the program and date in			
comment field.			
Have you ever had a criminal or healthcare program-	□Yes □No		
related conviction? If yes, provide type of conviction			
and date in comment field.			
Have you ever had a judgment under any false claims	□Yes □No		
act? If yes, list judgment and date in comments field.			
Have you been enrolled by another State's Medicaid	□Yes □No		
Program. If yes, provide each state and effective date			
of enrollment in comments field.			
Have you ever had a program exclusion/debarment?	□Yes □No		
If yes, provide program and date in comments field.			
Have you ever had civil monetary penalty? If yes,	□Yes □No		
provide penalty type and date. If yes, please specify			
federal or state in comments field.			
Are you trying to reactivate a provider previously	□Yes □No		
active with AHCCCS whose status became inactive or			
lapsed for any reason? If yes, please add the previous			
AHCCCS ID in the comments field again.			
Do you have 5% or more ownership interest in other	□Yes □No		
entities reimbursable by Medicaid and/or Medicare?			
If Yes, provide details in "Add Ownership Details"			
step.			
Have you had any malpractice settlement, judgment,	□Yes □No		
or agreement? If yes, provide dollar amount and dates in comments field.			
Are you applying as a Private Duty Nurse (LPN/RN)	☐Yes □No		
for private duty services?			
If this enrollment is for a change of ownership			
(CHOW) for an existing provider with a new name,	□Yes □No		
NPI, or Tax ID, please add the previous information			
in the comment box.			
In the comment box.			