

Arizona State Physicians Association

We are pleased that you have expressed an interest in becoming a member of the Arizona State Physicians Association (ASPA). Enclosed are the following:

- ASPA Application
- ASPA Payor Participation Attachments
- Copy of Physician/Provider Affiliate Agreement (see below)
- Please see attached Checklist on next page regarding items needed for your application.

Please complete the application in full (any items that pertain to you and your Specialty MUST be filled out) (See Attached, See CV, and CAQH applications will not be accepted) return ALL enclosures with the documentation requested on the application. PLEASE DO NOT SUBMIT THE APPLICATION 2 SIDED.

Please review and sign a copy of the contract on page 10. Please **DO NOT** date the contract cover or the 2<sup>nd</sup> page of the contract. This is to be completed on the date of approval by the Board of Directors. A dated and signed copy will be returned to you for you records following application approval.

Upon receipt of the required information, your application will undergo the credentialing process. **This process takes between 90-120 days.** The contract shall be deemed executed when signed by an official representative of the Arizona State Physicians Association. At that time you will be notified regarding which plans you will be participating in through ASPA.

Additionally, a site visit and chart audit will be required on ALL OB/GYN and Primary Care provider offices as well as Nurses in those same fields. Once your application has been submitted to our credentialing department, our QA Nurse will be calling to schedule a convenient time to come out to your office. We strongly advise you allow our nurse to come out to your office as soon as possible as your application will not be finalized and sent to committee for review until this component of the initial credentialing process has been complete.

As a Member, you may or may not have access to all ASPA's current contracted plans. Your name, specialty, and location(s) will be presented to our current contract plans for consideration of participation.

DO NOT provide services to any contracted plans UNTIL THE EFFECTIVE DATE WITH EACH OF THE PLANS HAS BEEN CONFIRMED. Services prior to that effective date <u>WILL NOT BE COVERED.</u> PLEASE NOTE your effective date with the plans WILL BE DETERMINED BY THE INDIVIDUAL PLAN, <u>NOT ASPA.</u>

If, of course you already have a direct contract with any of the offered plans, you should continue under that contract until your ASPA contract is in effect, at which time you have a choice to either continue under your individual contract or utilize the contract available through ASPA. We suggest you evaluate your contracts to determine which contract is better for your office.

Once you have been approved as a Member you will have access to many other services offered by ASPA.

If you require further clarification or have any questions regarding the application or credentialing processes you may contact Angie at <u>angie@azspa.com</u> or 602-265-2524 Ext. 222.

For questions regarding ASPA Contracted Plans and other ASPA services please contact Connie at <u>connie@azspa.com</u>.

Sincerely, Angie Higgins

3030 N. Central Ave. Suite 1405, Phoenix, AZ 85012 Email: angie@azspa.com

Fax: 623-999-1054



Arizona State Physicians Association

### ASPA Initial Application Checklist

### DUE TO NEW STATE REQUIRMENTS, ALL APPLICATIONS MUST BE FILLED OUT COMPLETELY OR IT WILL NOT BE PROCESSED. IF SOMETHING DOES NOT APPLY, PLEASE PUT N/A.

Payment is REQUIRED BEFORE the credentialing process can be started, please see fee structure below: (EFFECTIVE June 4<sup>th</sup>, 2018 all fees have been INCREASED \$25)

Specialty Physicians: \$550

Primary Care Physicians: \$450

ALL NURSES: \$375 (NP's, FNP's, CNM's, RN's, etc)

Allied Health Member \$350 (PA's, PT's, Ph.D.'s, DC's etc)

This fee includes your first year annual dues and Credentialing costs. <u>YOUR APPLICATION WILL NOT BE</u> <u>PROCESSED UNTIL THIS FEE HAS BEEN RECEIVED</u>. This fee should be sent in with the application or paid online at <u>http://azspa.com/pay-your-bill-online/</u>(with a copy of the receipt attached), if a fee is not received within 30 days of ASPA receiving the application, the application will be shredded.

# Please make sure the following items are attached upon completion and return of your ASPA Application:

- Copy of DEA Certificate: (if applicable) (MUST show ARIZONA address and Current Expiration date)
- Documentation of Arizona State License: (showing current expiration date)
- Copy of Current Malpractice Facesheet: (showing current expiration date) (Limits no less than \$1 Million/\$3 Million)
- Copy of Workman's Comp AND a Copy of General Liability Facesheets: (BOTH showing current expiration dates)
- Copy of SAMs certificate: (Sexual Misconduct and Molestation)
- Copy of Curriculum Vitae: with minimum 5 years Work History. All dates (Education and Work History) MUST be in a Month/Year Format. (MM/YYYY)
- $\circ$  ~ Proof of CME Hours: (Chiropractors & Physical Therapist ONLY)
- ALL NURSES must be Board Certified. ASPA does not accept Nurses that are not Board Certified. (Please note this is not the same as being licensed with the State of Arizona)
- A Current W9: (showing Billing Address that is listed on the application.)
- Current CLIA Certificate(s): if applicable
- Please provide Current Fraud, Waste and Abuse Certificates for the applicant (See last page of Application) (Please contact Connie with any questions, <u>connie@azspa.com</u>)
- o NPI Assignment Letter(s) (Please provide BOTH Individual AND Group NPI Letters
- AHCCCS ID Number Approval Letter
- o Medicare Approval Letter (Letter from Noridian)
- EIN Letter regarding your Tax-ID

### ARIZONA STATE PHYSICIANS ASSOCIATION STANDARD APPLICATION TO PARTICIPATE Please Type or Print Legibly. If more space is needed, use supplementary pages. ("SEE ATTACHED" "SEE CV", "SEE CAQH" ARE NOT ACCEPTED)

### DUE TO NEW STATE REQUIRMENTS, ALL APPLICATIONS MUST BE FILLED OUT COMPLETELY OR IT WILL NOT BE PROCESSED. IF SOMETHING DOES NOT APPLY, PLEASE PUT N/A.

### PERSONAL INFORMATION:

Title:	Last Name:	·	First Name:_		
Middle Name	:Suffix	« Salutation	s: Profession	al	_ Personal
Degree:	Date of Birth:/_	/ Age:	Sex	: 🗆 Male	□ Female
Social Sec. # _		_ E-Mail Address:			
Primary Care:	Specialist:	Allied Health:	A	SPA ID#	
ALIAS:					
Type: Maiden	Name:	Other:			
Title:	_ Last Name:	First N	Name:		
Middle Name:	Suffix:	Start Date:	Ene	d Date:	
Comment:					
HOME AND	PERSONAL INFORMATIC	<u>DN:</u>			
Address:					
City:		State:	Zi	p Code:	
Telephone:	Listed:	Telephone 2:			Listed:
Cell Phone:	Beeper:				
Birthplace Cit	y:	State:	Country:		
Languages:			Write:	Read:	Speak:
Languages:			Write:	Read:	Speak:
Citizenship: _					
	of the United States please indic		-		
Ethnic Backgr	ound:	Date of Las	st Physical Ex	am:	
Marital Status	:	Spouse's N	lame:		
CREDENTIA	ALING CONTACT INFORM	ATION:			
Contact Name	:		Title:		
Company Nar	ne:				
Address:					
Suite:	City:				
State:	Zip Code:		Tele <sub>j</sub>	phone:	
Cell Phone:		Fax#:			
E-Mail:					

### **OFFICE INFORMATION**:

Location #1	□ Mailing Address	Billing Ad	ldress	
Date started at this location:/	_/ Is Office Hand	icap Accessit	ole?: Yes	No
Office Name:				
Address:	Suite#:	C	'ity:	
State: Zip:	_ County:			
Web Site:	E-mail:			
EMR: YES NO EMR Company Na	me:			
Staff Languages:		Write:	Read:	Speak:
Staff Languages:		Write:	Read:	Speak:
Telephone:	Back line:			
Fax:	Answering Service	2:		
Tax ID #: Effective I	Date: Legal N	ame:		
Legal Identity: 🗆 PC 🛛 PA 🗆 LLC 🗆 O	ther Group N	PI #:		
Practice Status: 🗆 Group 🗆 Individual	□ Partnership □ Employee	Accepting	New Patient	s:YesNo
CLIA Certificate #:			on Date:	
(Please provi	de copies for all practicing lo	ocations)		
List Service you provide in this office:	_EKGGYN ExamIn	munizations	Other:	
Days and Hours of Operation:				
SUNDAY	THURSDAY			
MONDAY	FRIDAY			
TUESDAY	SATURDAY			
WEDNESDAY				
Office Contact:				
Name:				Salutation:
Primary Contact: Yes No Typ	pe:Office Business	_Insurance/	Billing	Administrator
Consultant Other:				
Address if Different than Office:			Suite:	
City: Sta	te: Zip Code:	Fax:		
Phone:	Phone (Cell, other):			
E-Mail:				

	Is Office Hand	icap Accessibl	<b>e?:</b> Yes	No
Office Name:				
Address:	Suite#:	Ci	ty:	
State: Zip: Count	y:			
Veb Site:	E-mail:			
Staff Languages:		Write:	Read:	Speak:
Staff Languages:		Write:	Read:	Speak:
Telephone:	_Back line:			
Fax:	Answering Service	e:		
Fax ID #: Effective Date:	Legal N	ame:		
egal Identity:	Group N	PI #:		
Practice Status: 🗆 Group 🗆 Individual 🛛 Partner	ship 🗆 Employee	Accepting	New Patie	nts:YesN
CLIA Certificate #:(Please provid	CLIA Certifi le copies for all pra	cate Expiration	n Date: ns)	
.ist Service you provide in this office:EKG				
Days and Hours of Operation:				
SUNDAY	_ THURSDAY			
MONDAY	_ FRIDAY			
UESDAY	_ SATURDAY			
VEDNESDAY	-			
Office Contact:				
Name:				_ Salutation:
Primary Contact:YesNo Type:Off	ice Business	_Insurance/ B	illing	Administrator
Consultant Other:				
			Suite	:
Address if Different than Office:				
Address if Different than Office:State:		Fax:		

,	/ Is Office Handicap Acces	sible?: Yes	No
Office Name:			
Address:	Suite#:	_City:	
State: Zip:	County:	_	
Web Site:	E-mail:		
Staff Languages:	Write:	Read:	Speak:
Staff Languages:	Write:	Read:	Speak:
Telephone:	Back line:		
Fax:	Answering Service:		
Tax ID #: Effective	Date: Legal Name:		
Legal Identity: 🗆 PC 🛛 PA 🗆 LLC 🗆 C	Other Group NPI #:		
Practice Status: 🗆 Group 🗆 Individual	🗆 Partnership 🗆 Employee Accepti	ing New Patient	ts:YesN
	CLIA Certificate Expir		
	ease provide copies for all practicing loc		
	ease provide copies for all practicing loc		
List Service you provide in this office: _ Days and Hours of Operation:	EKGGYN ExamImmunizatio		
List Service you provide in this office: _ <b>Days and Hours of Operation:</b> SUNDAY	EKGGYN ExamImmunizatio	ons Other:	
List Service you provide in this office: _ <b>Days and Hours of Operation:</b> SUNDAY MONDAY	EKGGYN ExamImmunizatio	ons Other:	
List Service you provide in this office: _ <b>Days and Hours of Operation:</b> SUNDAY MONDAY	EKGGYN ExamImmunizatio	ons Other:	
List Service you provide in this office: _ Days and Hours of Operation: SUNDAY	EKGGYN ExamImmunizatio	ons Other:	
List Service you provide in this office: _ Days and Hours of Operation: SUNDAY	EKGGYN ExamImmunizatio	ons Other:	
List Service you provide in this office: _ Days and Hours of Operation: SUNDAY	EKGGYN ExamImmunizatio	ons Other:	Salutation:
List Service you provide in this office: _ Days and Hours of Operation: SUNDAY	EKGGYN ExamImmunizatio	e/ Billing	Salutation:
List Service you provide in this office: Days and Hours of Operation: SUNDAY	EKGGYN ExamImmunizatio	e/ Billing	Salutation:
List Service you provide in this office: Days and Hours of Operation: SUNDAY	EKGGYN ExamImmunizatio	ons Other:  	Salutation:
List Service you provide in this office: _ Days and Hours of Operation: SUNDAY	EKGGYN ExamImmunizatio	ons Other: 	Salutation:

### LIST ADDTIONAL ADDRESS INFORMATION ON A SEPARATE SHEET OF PAPER SUBMIT A W-9 FORM FOR EACH TAX ID NUMBER USED

### SHARE CALL

List the names of physicians with whom you share call:

NAME:		Title:	_ Eff. date/_	/	
Phone:	Fax:				
Hospital Privileges:					
NAME:		Title	_ Eff. date/_	/	
Phone:	Fax:				
Hospital Privileges:					
NAME:		Title	_ Eff. date/_	/	
Phone:	Fax:				
Hospital Privileges:					
NAME:		Title	_ Eff. date/_	/	
Phone:	Fax:				
Hospital Privileges:					
NAME:		Title	_ Eff. date/_	/	
Phone:	Fax:				
Hospital Privileges:					
<u>PHYSICIAN/PROVIDER SPEc</u> My Primary Specialty:					
Specialize or limit my Practice to:					
Certified: YES NO Name of B	oard:				
Cert. #: Date: _	// Expires:	_//	Original Cert Year		
Re-Cert Year: Not	certified, are you eligible?	□ YES □ NO	Exam Date:		
Sub-Specialty:			Certified:	□ YES	□ NO
Cert. #: Date: _	// Expires: _	//	Original Cert Year		
If not certified, are you eligible?	□ YES □ NO Exam D	ate:			
HAVE YOU EVER BEEN EXAMIN	ED BY ANY SPECIALTY E				TION? —

### HOSPITAL/ADMIT LIST

PLEASE LIST ARIZONA HOSPITALS WHERE YOU HOLD PRIVILEDGES INCLUDING ANY THAT ARE PENDING. IF MORE SPACE IS REQUIRED, ATTACH ADDITIONAL SHEET:

HOSPITAL & ADDRESS	5 DA	TES FRO	)M &	τΟ (Mo,	day & Yr)	PRIMA	RY HOSPITAL
#1		/	_/_	TO	//	YES	NO
Phone:	Status			Any Gap	in Privileges: _	th	rough
#2		/	/_	TO	//	YES	NO
Phone:	Status			Any Gap	in Privileges: _	th	nrough
#3		/	_/_	TO	//	YES	NO
Phone:	Status			Any Gap	in Privileges: _	th	rough
#4		/	/_	TO	//	YES	NO
Phone:	Status			Any Gap	in Privileges: _	th	rough
#5		/	/_	TO	//	YES	NO
Phone:	Status			Any Gap	in Privileges: _	th	rough
#6		/	/_	TO	//	YES	NO
Phone:	_ Status			Any Gap	in Privileges: _	th	nrough
IF YOU DO NOT HAVE INCLUDE NAME OF AL				INDICAT	TE WHO WILL	BE ADM	ITTING FOR YOI
#1 Physician Name / Hos	pitalist Group Name: _					Title	÷
Phone:	Fax:						
Effective://	_ Through/_	/					
#2 Physician Name / Hos	pitalist Group Name: _					Title	:
Phone:	Fax:						
Effective://	_ Through:/_	/					
IF MORE THAN TWO P ON A SEPARATE SHEE	HYSICIANS OR GRO			SED, PLEA	ASE SUPPLY T	THE SAM	E INFORMATI

### EDUCATIONAL BACKGROUND (Please provide ALL DATES in a MM/YYYY format)

UNDERGRADUATE	
University:	Phone:
Address:	City:State:
Zip code: Attention:	Country:
From:/ Through:/	Date Graduated://
Degree Earned:	
MEDICAL/DENTAL COLLEGE	
University:	Phone:
Address:	City:State:
Zip code: Attention:	Country:
From:/ Through:/	Date Graduated://
Degree Earned: Special	lty:
OTHER PROFESSIONAL TRAINING	
University:	Phone:
Address:	City:State:
Zip code: Attention:	Country:
From:/ Through:/	Date Graduated://
Degree Earned: Special	lty:
POST GRADUATE EDUCATION	
University:	Phone:
Address:	City:State:
Zip code: Attention:	Country:
From:/ Through:/	Date Graduated://
Degree Earned: Special	lty:
INTERNSHIP	
University:	Phone:
Address:	City:State:
Zip code: Attention:	Country:
From:/ Through:/	Date Graduated://
Degree Earned: Special	lty:

# IF MORE THAN ONE INTERNSHIP WAS COMMENCED OR COMPLETED, PLEASE SUPPLY THE SAME INFORMATION ON A SEPARATE SHEET AND ATTACH

#	1	RESIDENCY	

University:	Phone:	
Address:	City:	State:
Zip code: Attention:	Country:	
From:/ Through:/	_ Date Graduated://	
Degree Earned: Specialty:		
<u>#2 RESIDENCY</u>		
University:	Phone:	
Address:	City:	State:
Zip code: Attention:	Country:	
From:/ Through:/	_ Date Graduated://	
Degree Earned: Specialty:		
IF MORE THAN TWO RESIDENCIES WERE O SUPPLY THE ADDITIONAL INFORMATION		•
FELLOWSHIP		
University:	Phone:	
Address:	City:	State:
Zip code: Attention:	Country:	
From:/ Through:/	_ Date Graduated://	
Degree Earned: Specialty:		
IF MORE THAN ONE FELLOWSHIP WA PLEASE SUPPLY THE ADDITIONAL INF AND ATT	ORMATION ON A SEPAR	
PLEASE LIST ANY GAPS OF 180 DAYS OR MC	DRE DURING EDCATION:	
FROM:/ TO:/ EXPLAIN	J:	

If you need more space please attach information on a separate piece of paper.

### LICENSE AND PROVIDER NUMBER INFORMATION

NPI#:	Group NPI#:
Medicare Provider #:	Effective: UPIN #:
Accept Medicare Assignment?  □ YES □ NO	Group Medicare #
Medicaid/ AHCCCS Provider #:	Effective Date:
ECFMG Certificate #: Issue I	Date:
DEA#:	DEA Schedules:
DEA Effective:	DEA Expiration Date:
Other DEA #S You Use:	_
Arizona License#:Original Date Issue	ed:Effective: Expires:
Original State Licensure: State: Number:	Original Date issued:
List All Other State(s) And License Number(s) In W	Thich You Are/Or Have Been Licensed To Practice:
License #: Effective	e Date: EXPIRATION DATE:
License #: Effective	e Date: EXPIRATION DATE:
License #: Effective	e Date: EXPIRATION DATE:
License #: Effective	e Date: EXPIRATION DATE:
License #: Effective	e Date: EXPIRATION DATE:
PLEASE ATTACH COPIES OF YOUR DEA	A, EACH STATE LICENSE & ECFMG CERTIFICATE
LIABILITY CARRIERS:	
Current: YESNO	
Insurance Company Name:	
Address:	Suite: City:
State:Zip Code:	Phone:
Amount of Coverage: \$/	_ Policy #:
From:/To://	Certificate Holder:YESNO
Current: YESNO	
Insurance Company Name:	
Address:	Suite: City:
State:Zip Code:	Phone:
Amount of Coverage: \$/	_Policy #:
From:/To://	Certificate Holder:YESNO
	YEARS PLEASE SUPPLY THE SAME INFORMATION ON A ES OF YOUR CERTIFICATES FOR MALPRACTICE INSURANCE

### **REFERENCES**

ON YOUR BEHALF, PLEASE HAVE THREE (3) LETTERS OF REFERENCE FORWARDED TO OUR OFFICE. YOUR APPLICATION <u>IS NOT</u> CONSIDERED TO BE COMPLETE UNTIL THESE LETTERS ARE COMPLETED AND RECEIVED BY ASPA. **PLEASE DO NOT HOLD THE APPLICATION WAITING FOR REFERENCES TO BE RETURNED TO YOU AS ASPA MAY HAVE ALREADY RECEIVED THEM**. REFERENCES WILL BE EVALUATED ACCORDING TO THE EXTENT OF THEIR DIRECT CLINICAL OBSERVATION OF YOUR WORK AND OTHER KNOWLEDGE OF YOU. LIST BELOW THE NAMES, ADDRESSES, AND PHONE NUMBERS OF THE **PHYSICIANS (OTHER THAN YOUR CURRENT ASSOCIATES)** AND **FORMER ASSOCIATES** WHO WILL BE SUPPORTING YOUR MEMBERSHIP IN ASPA. REFERENCE SHOULD BE FROM A PEER OF THE SAME SPECIALTY. **REFERENCES MUST BE FROM OTHER PHYSICIANS, ALLIED HEALTH PROVIDERS(NURSES, PT'S, PA'S, ETC) ONLY DRS CAN FILL OUT FOR OTHER DRS, DRS CAN FILL OUT FOR ALLIEDS, ALLIEDS CANNOT FILL OUT FOR DRS. THE PEERS LISTED BELOW WILL BE USED ON PAGES 22-24 OF THIS APPLICATION.** 

Name:		Title	2:
Salutation: Specialt	y:		
Address:	Suite#:	City:	
State: Zip Code: _	Country:	Phone Number:	
Fax Number:	Email Address:		
D PROFESSIONAL			
Name:		Title	2:
Salutation: Specialt	y:		
Address:	Suite #	City:	
State: Zip Code:	Country:	Phone Number	:
Fax N umber:	Email Address:		
D PROFESSIONAL			
Name:		Title	2:
Salutation: Specialt	y:		
Address:	Suite #	City:	
State: Zip Code: _	Country:	Phone Number:	
Fax N umber:	Email Address:		
OCIETIES, COLLEGES AND List Memberships In Professi ORGANIZATION:	ACADEMIES onal Societies, Colleges, And Acad	emies (Local, State Or National MEMBER SINCE:	
Elected or Appointed Position	n Held:		
Elected or Appointed Position	n Held:		
Elected or Appointed Position	n Held:		

### \*\*\*\*\*\*\*PLEASE ATTACH CURRICULUM VITAE WHICH INCLUDES YOUR WORK HISTORY\*\*\*\*\*\* (Dates MUST BE in a MM/YYYY Format)\*\*\*\*\*\*\*

### WORK HISTORY

Please list your work history starting with your current position of who you are being credentialed with. Please provide dates in a MONTH/YEAR format. If you need more room, please attach a separate piece of paper with the following information ("SEE CV" WILL NOT BE ACCEPTED)

#1 Name of Company				Dates From:		То:
				//	_	//
Address:		Suite	(	City:		State:
Zip Code:	_Country:		Phone:_		Fax:	
Position Held:		Primary A	Activity:			
Contact Name:		Title:		Contact Pho	ne:	
#2 Name of Company				Dates From:		То:
				//	_	//
Address:		Suite _	0	City:		State:
Zip Code:	_Country:		Phone:		Fax:	
Position Held:		Primary A	Activity:			
Contact Name:		Title:		Contact Pho	ne:	
#3 Name of Company				Dates From:		То:
				//	_	//
Address:		Suite	(	City:		State:
Zip Code:	_Country:		Phone:		Fax:	
Position Held:		Primary A	Activity:			
Contact Name:		Title:		Contact Pho	ne:	
#4 Name of Company				Dates From:		То:
				//	_	//
Address:		Suite _	0	City:		State:
Zip Code:	_Country:		Phone:		Fax:	
Position Held:		Primary A	Activity:			
Contact Name:		Title:		Contact Pho	ne:	

PLEASE LIST ANY GAPS IN TIME (EMPLOYMENT) FOR SIX MONTHS OR MORE:

FROM://	TO://	_ EXPLAIN:
FROM://	TO://	_ EXPLAIN:
FROM://	TO://	_ EXPLAIN:
FROM://	TO://	_ EXPLAIN:

If you need more space please attach information on a separate piece of paper.

### **PHYSICIAN PHILOSOPHY:**

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**1.** DO YOU UNDERSTAND THE CONCEPT OF MANAGED HEALTH CARE AND ARE YOU WILLING TO WORK WITHIN THE GUIDELINES ESTABLISHED BY CONTRACTED HEALTH PLANS?

**2.** DO YOU RECOGNIZE AND ACCEPT THAT UTILIZATION REVIEW AND PEER REVIEW ARE FUNDAMENTAL PRINCIPLES OF THIS ORGANIZATION?

3. DO YOU AGREE THAT MEDICAL RECORDS/CHARTS WILL BE AVAILABLE FOR UTILIZATION/QUALITY ASSURANCE REVIEW?

**4.** ARE YOU WILLING TO ACTIVELY PARTICIPATE ON ANY COMMITTEES REPRESENTING THIS ORGANIZATION (i.e., CREDENTIALING, QA/UR, BOARD OF DIRECTORS)?

**5.** WOULD YOU BE AVAILABLE TO PROVIDE EDUCATIONAL PROGRAMS IN YOUR SPECIALTY FOR MEMBERS OF THIS ORGANIZATION? **YES NO** 

FAILURE TO ANSWER THE FOLLOWING QUESTIONS TRUTHFULLY WILL RESULT IN DENIAL OF MEMBERSHIP IF YOU ANSWER "YES" TO ANY OF THE QUESTIONS IN THIS SECTION, PLEASE GIVE A FULL EXPLANATION OF THE DETAILS ON A SEPARATE SHEET AND ATTACH HERETO.	YES	NO
1. ASIDE FROM THE ROUTINE CREDENTIALS SCRUTINY (INCLUDING ROUTINE REVIEW OF A SAMPLING OF YOUR CHARTS) WHICH OCCURRED AT YOUR INITIAL APPOINTMENT OR YOUR REAPPOINTMENT TO THE MEDICAL STAFFS OF HOSPITALS AT WHICH YOU HAVE OBTAINED CLINICAL PRIVILEGES, HAVE YOU EVER BEEN THE SUBJECT OF A PEER REVIEW PROCEEDING, INQUIRY OR INVESTIGATION? THIS INCLUDES, BUT IS NOT LIMITED TO, THE COMMENCEMENT OF A PROCEEDING BEFORE A MEDICAL STAFF REQUESTING ANY FORM OF CORRECTIVE ACTION INCLUDING REPRIMAND SUSPENSION OF PRIVILEGES, OR REVOCATION OF MEDICAL STAFF MEMBERSHIP, AND COVERS ALL SUCH PROCEEDINGS REGARDLESS OF THE FINAL OUTCOME.		
2. IN THE PAST 3 YEARS, HAVE YOU RESIGNED FROM A HOSPITAL OR RELINQUISHED CLINICAL STAFF PRIVILEGES TO AVOID DISCIPLINARY ACTIONS?		
3. HAVE YOU SUBMITTED AND SUBSEQUENTLY WITHDRAWN AN APPLICATION FOR MEDICAL STAFF MEMBERSHIP WITHIN THE PAST THREE YEARS?		
4. HAVE ANY INVESTIGATIVE ACTIONS PAST OR PRESENT BEEN INITIATED OR ARE ANY PENDING AGAINST YOU BY ANY STATE LICENSURE BOARD?		
5. HAS ANY STATE LICENSURE BOARD ISSUED ANY LETTERS OF CONCERN/ADVISORY LETTERS TO YOU IN THE PAST THREE YEARS?		
6. IN THE PAST 3 YEARS HAVE YOU VOLUNTARILY SURRENDERED OR HAD YOUR LICENSE TO PRACTICE MEDICINE DENIED, REFUSED, RESTRICTED, SUSPENDED, REVOKED OR CENSURED IN THIS OR ANY OTHER JURISDICTION?		

7. IN THE PAST 3 YEARS HAVE YOU HAD YOUR MEMBERSHIP IN ANY PROFESSIONAL OR SPECIALTY ORGANIZATION, HMO, PPO, MEDICARE, AHCCCS/MEDICAID OR OTHER PREPAID HEALTH PLAN PARTICIPATION, OR HOSPITAL STAFF DENIED, REFUSED, SANCTIONED, SUSPENDED OR REVOKED?	
8. IN THE PAST 3 YEARS HAVE YOU BEEN THE SUBJECT OF AN INVESTIGATION BY ANY PRIVATE, FEDERAL, OR STATE AGENCY CONCERNING YOUR PARTICIPATION IN ANY PRIVATE, FEDERAL, OR STATE HEALTH INSURANCE PROGRAM?	
9. IN THE PAST 3 YEARS HAVE YOU HAD YOUR LICENSE TO PRESCRIBE OR DISPENSE NARCOTICS REFUSED, SUSPENDED OR REVOKED?	
10. IS YOUR NARCOTICS REGISTRATION CERTIFICATE CURRENTLY BEING CHALLENGED?	
11. IN THE PAST 3 YEARS HAVE YOU BEEN NAMED AS A DEFENDANT IN ANY CRIMINAL PROCEEDING?	
12. IN THE PAST 3 YEARS HAVE YOU BEEN CONVICTED OF A FELONY OR ANY CRIME OTHER THAN A TRAFFIC OFFENSE?	
13. HAVE YOU HAD A JUDGMENT RENDERED AGAINST YOU IN ANY COURT ON A CLAIM ALLEGING PROFESSIONAL MALPRACTICE OR PROFESSIONAL NEGLIGENCE SINCE MEDICAL SCHOOL?	
14. AT ANY TIME SINCE MEDICAL SCHOOL, HAS ANYONE ASSERTED (REGARDLESS OF OUTCOME) A CLAIM AGAINST YOU ALLEGING PROFESSIONAL MALPRACTICE OR PROFESSIONAL NEGLIGENCE?	
15. HAVE YOU ANY MENTAL ILLNESS, CHRONIC ILLNESS, OR PHYSICAL DEFECT THAT MAY ADVERSELY AFFECT YOUR ABILITY TO PRACTICE MEDICINE?	
16. HAVE YOU TESTED POSITIVE FOR ANY CONTAGIOUS HEALTH CONDITION THAT WOULD ENDANGER PATIENTS YOU ARE TREATING?	
17. DO YOU NOW OR HAVE YOU EVER HAD AN ALCOHOL OR DRUG DEPENDENCY?	
18. DO YOU CURRENTLY USE ILLEGAL DRUGS?	
19. ARE YOU CURRENTLY TAKING ANY MEDICATION THAT MAY AFFECT EITHER YOUR CLINICAL JUDGMENT OR MOTOR SKILLS?	
20. DO YOU HAVE ANY LIMITATIONS ON YOUR HEALTH, LIFE OR DISABILITY INSURANCE?	
21. N THE PAST 3 YEARS HAVE YOU BEEN DENIED HEALTH, LIFE, OR DISABILITY INSURANCE?	
22. ARE YOU CURRENTLY UNDER ANY LIMITATIONS CONCERNING YOUR ACTIVITIES OR WORKLOAD?	
<b>23.</b> HAS YOUR PROFESSIONAL LIABILITY INSURANCE COVERAGE BEEN TERMINATED BY ACTION OF THE INSURANCE COMPANY IN THE PAST 3 YEARS?	
24. HAVE YOU BEEN DENIED PROFESSIONAL LIABILITY INSURANCE?	
<b>25</b> .HAS YOUR PRESENT PROFESSIONAL LIABILITY INSURANCE CARRIER EXCLUDED ANY SPECIFIC PROCEDURES FROM YOUR COVERAGE?	

### POSITIONS AND MEMBERSHIPS

FACILITY POSITIONS: (DOES NOT INCLUDE STAFF MEMBERSHIPS, I.E. HOSPITALS, MED SCHOOLS, ETC.)
NAME OF FACILITY:
FROM/ TO/
POSITION:
NAME OF FACILITY:
FROM/ TO/
POSITION:
IF NEEDED FOR ADDITIONAL POSITIONS, PLEASE SUPPLY THE SAME INFORMATION ON A SEPARATE SHEET AND ATTACH HERETO.

HAVE YOU SERVED OR ARE YOU CURRENTLY SERVING IN THE US MILITARY? (PLEASE INCLUDE DISCHARGE PAPERS.)

I verify that the information contained in this application is accurate and complete to the best of my knowledge. I understand that: it is my responsibility and to produce adequate information in a timely manner; any omissions or misrepresentations may result in an automatic denial of application or termination of ASPA membership; and that this application will not be processed until application is deemed complete by ASPA, and that it is my responsibility to provide all information requested to make a complete application.

DATE:

Signature:		

PRINT NAME HERE: \_\_\_\_

### **BEHAVIORAL HEALTH PROVIDERS ONLY** (COMPLETE PAGES 15 THROUGH 17)

### PLEASE ATTACH A COPY OF YOUR CERTIFICATES

EDUCATION AND HIGHEST DEGREE:

HIGHEST DEGREE IN SOCIAL WORK/COUNSELING YOU HAVE ATTAINED (CHECK ONE):

□ ASSOCIATE OF ARTS □ BACHELOR'S DEGREE □ MASTER'S DEGREE □ DOCTORAL DEGREE

HIGHEST DEGREE EARNED IN (CHECK ONE):

□ Ph.D □ Ed.D □ Psy.D □ Other (Specify) \_\_\_\_

INDICATE THE SPECIFIC PROGRAM/TRACK, DEPARTMENT AND INSTITUTION GRANTING THIS DEGREE:

NAME & ADDRESS OF INSTITUTION:

NAME OF DEPARTMENT/SCHOOL: \_\_\_\_\_

NAME OF SPECIFIC PROGRAM/TRACK: \_\_\_\_\_

YEAR IN WHICH DEGREE WAS CONFERRED:

DID YOU COMPLETE A FORMAL RESPECIALIZATION PROGRAM IN CLINICAL COUNSELING OR SCHOOL PSYCHOLOGY AFTER COMPLETION OF DOCTORAL DEGREE IN PSYCHOLOGY? YES NO

**PSYCHOLOGIST:** 

WAS YOUR FORMAT INTERNSHIP OR ORGANIZED HEALTH SERVICE TRAINING PROGRAM:

□ FULL-TIME BASIS □ PART-TIME BASIS

INDICATE TOTAL NUMBER OF HOURS SUPERVISED EXPERIENCED THAT YOU RECEIVED IN EACH INTERNSHIP:

SITE ONE	SITE TWO	OTHER SITES	TOTAL HOURS	_	
INTERNSHIP SITE	E ONE:				
NAME OF FACILIT	ΓΥ				
ADDRESS					
TYPE OF EMPLOY	MENT SETTING				
DATES OF INTER	NSHIP:	FROM:	TO:		
HOURS SPENT PE	R WEEK IN INTERNS	HIP:			
YOUR TITLE IN INTERNSHIP:					
NAME OF TRAINING DIRECTOR:					
NAME & TITLE OF DIRECT SUPERVISOR:					

### HOURS OF INDIVIDUAL, DIRECT SUPERVISION RECEIVED PER WEEK: \_\_\_\_\_

DID YOUR DIRECTOR OF DOCTORAL TRAINING APPROVE THE INTERNSHIP AS PART OF THE REQUIREMENTS OF THE DEGREE?
INTERNSHIP SITE TWO: NAME OF FACILITY
ADDRESS
TYPE OF EMPLOYMENT SETTING
DATES OF INTERNSHIP:         FROM:         TO:
HOURS SPENT PER WEEK IN INTERNSHIP:
YOUR TITLE IN INTERNSHIP:
NAME OF TRAINING DIRECTOR:
NAME & TITLE OF DIRECT SUPERVISOR:
HOURS OF INDIVIDUAL, DIRECT SUPERVISION RECEIVED PER WEEK:
DID YOUR DIRECTOR OF DOCTORAL TRAINING APPROVE THE INTERNSHIP AS PART OF THE REQUIREMENTS OF THE DEGREE?  □ YES □ NO
INDICATE TOTAL NUMBER OF HOURS SUPERVISED POST-DOCTORAL EXPERIENCED THAT YOU RECEIVED IN EACH SITE:
SITE ONE SITE TWO OTHER SITES TOTAL HOURS
POSTDOCTORAL SITE ONE:
NAME OF FACILITY
ADDRESS
TYPE OF EMPLOYMENT SETTING
DATES OF POST-DOCTORAL EXPERIENCE: FROM:TO:
HOURS SPENT PER WEEK:
YOUR TITLE IN THIS SETTING:
NAME OF SUPERVISOR:
HOURS OF INDIVIDUAL, DIRECT SUPERVISION RECEIVED PER WEEK: POSTDOCTORAL SITE TWO:
NAME OF FACILITY
ADDRESS
TYPE OF EMPLOYMENT SETTING
DATES OF POST-DOCTORAL EXPERIENCE: FROM:TO:
HOURS SPENT PER WEEK:
YOUR TITLE IN THIS SETTING:
NAME OF SUPERVISOR:
HOURS OF INDIVIDUAL, DIRECT SUPERVISION RECEIVED PER WEEK:

### SOCIAL WORKER/COUNSELOR:

NAME OF FACILI	TY/EMPLOYMENT:		
ADDRESS:			
NAME OF SUPER	VISOR:		
DEGREE:	TELEPHONE:	DATES FROM/TO:	
D FULL-TIME	D PART-TIME	□ HALF-TIME OR MORE	
DESCRIBE NATU	RE OF WORK:		
NAME OF FACILI	TY/EMPLOYMENT:		
ADDRESS:			
DEGREE:	TELEPHONE:	DATES FROM/TO:	
D FULL-TIME	D PART-TIME	□ HALF-TIME OR MORE	
DESCRIBE NATU	RE OF WORK:		

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#### STATEMENT OF INFORMATION RELEASE

All information in this application is true to my best knowledge and belief. I understand that any misleading statement or material omission in this application may constitute cause for denial or cancellation of membership.

By applying to, and/or continuing participation as a member in the Arizona State Physicians Association (ASPA), I am informed and acknowledge that federal and state laws provide immunity protections to certain individuals and entities for their acts and/or communications in connection with evaluating the qualifications of healthcare providers. I hereby release all persons and entities, including ASPA and its agent(s), engaged in quality assessment, peer review and credentialing on behalf of ASPA, and all persons and entities providing credentialing information to such representatives of ASPA, from any liability they might incur for their acts and/or communications in connection with evaluation of my qualifications for participation in ASPA, to the extent that those acts and/or communications are protected by state or federal law.

I authorize any third parties (including, but not limited to, individuals, agencies, medical groups, corporations, companies, employers, hospitals, health plans, licensing agencies, insurance companies, medical societies, etc.) to release information concerning my qualifications, credentials, clinical competence, quality insurance data, information pertaining to character, physical or mental health condition, behavior, ethics, claims history, disciplinary action, or any other matter reasonably having a bearing on his or her qualifications. I further authorize ASPA to release my completed credentialing file to any organization where I have applied for membership or participation and ASPA is the delegated credentialing entity.

A photocopy of this waiver shall be as effective as the original when so presented and shall be considered valid for a minimum of three (3) years from the date of signing.

NAME:

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Arizona State Physicians Association 3030 North Central Avenue, Suite 1405 Phoenix, AZ 85012 / 602-265-2524 **REVISED 9-17-08** 

### MEMORANDUM OF UNDERSTANDING

Arizona State Physicians Association (ASPA) is a physician initiated and controlled organization which seeks to form an economic unit to promote delivery to the public of high quality, cost effective medical care through managed care and peer review techniques. Membership rights should not be considered an investment for profit and will not be transferable. Membership is limited to licensed health care providers who reside in Arizona and practice their profession in Arizona.

The ultimate accomplishment of the goals of ASPA cannot be guaranteed and membership as a physician provider does not ensure your participation in all ASPA contracts.

An Application for Participation in ASPA is attached. With the accompanying completed application for participation, please enclose the appropriate non-refundable credentialing processing fee indicated on attached instructional letter. By signing below, you agree that this fee is reasonable and it implies no obligation by ASPA to accept you as a member in ASPA.

Upon signing and returning this memorandum, together with the non-refundable processing fee (payable to ASPA), and application, the credentialing process will begin. You will maintain the right to review all information obtained by ASPA to evaluate the credentialing application. This review excludes confidential references, recommendations, or other information that is Peer Review Protected. Your completed application and other information will be reviewed by the Central Credentialing Committee composed of members from each Operating Division, or Arizona State Physicians Associations designee. Approval must be gained from this committee or designee, the Utilization and Quality Review Committee and the Board of Directors of ASPA. Such evaluation constitutes a peer review action under the Health Care Quality Improvement Act of 1986. Accordingly, any adverse decision based upon your competence or professional conduct is required to be reported to the State Board of Medical Examiners or the State Board of Osteopathic Examiners, or other appropriate State Authorities. By execution and delivery to Arizona State Physicians Association of this application, you hereby acknowledge receipt of this notice.

Print Name: \_\_\_\_

SIGNATURE:

DATE:

Arizona State Physicians Association 3030 North Central Avenue, Suite 1405 Phoenix, AZ 85012 / 602-265-2524 REVISED 05/22/2012

### Arizona State Physician's Association License Actions Report

#### PHYSICIAN NAME: \_\_\_\_

Please supply the following information for each Open or Dismissed Investigation; Advisory Letter; Letter of Reprimand; Decree of Censure; Suspension of License; Loss of License; Loss or Restriction of DEA License; or Probation, made in the past ten (10) years to allow proper review and evaluation by the credentials committee. If more than one license action exists, please photocopy this page and submit information for each. A full disclosure of the following details is necessary prior to completion of credentialing. All information will be kept in strict confidence. Attach any related correspondence, including letters of dismissal, etc. **PLEASE DO NOT INCLUDE** <u>ANY</u> **PATIENT NAMES IN REPORT(S)** 

Allegation:
Condition and diagnosis at time of incident:
Treatment and procedures provided:
Patient condition subsequent to treatment:
Final outcome of the action:
Your relationship to Patient: PCPSurgeonAssistant Surgeon Consultant
Other:
Incident Location: Date:
TYPE of ACTION: Open Investigation Dismissed Complaint Advisory Letter
Letter of Reprimand DeCree of Censure Probation Loss of License
Restricted License Other
I understand information submitted herein becomes part of my application as submitted.
Signature: Date:

### Arizona State Physician's Association <u>Malpractice Claim Report</u>

### PHYSICIAN NAME: \_\_\_\_\_

Please supply the following information for each malpractice claim made or settled in the past five (5) years to allow proper review and evaluation by the credentials committee. If more than one malpractice action exists, please photocopy this page and submit information for each. A full disclosure of the following details is necessary prior to completion of credentialing. All information will be kept in strict confidence. PLEASE DO NOT INCLUDE ANY PATIENT NAMES IN REPORT(S) Allegation: \_\_\_\_\_ Condition and diagnosis at time of incident: Treatment and procedures provided: \_\_\_\_ Patient condition subsequent to treatment: Final outcome of the claim:\_\_\_\_ Your relationship to Patient: \_\_\_\_ PCP \_\_\_\_Surgeon \_\_\_\_\_Assistant Surgeon \_\_\_\_\_ Consultant Other:\_\_\_ Incident Location: \_\_\_\_\_ Date: \_\_\_\_\_ Insurance Carrier: \_\_\_\_ YOUR STATUS: \_\_\_\_ Primary Defendant \_\_\_\_ Co-defendant \_\_\_\_ Other (Describe)\_\_\_ Claim Disposition: \_\_\_\_ Open \_\_\_\_ Closed by Dismissal \_\_\_\_ Closed Date Closed: \_\_\_\_\_ Amount of settlement / Judgment: \_\_\_\_\_ Amount paid on YOUR behalf: \_\_\_\_\_ I understand information submitted herein becomes part of my application as submitted. Signature: Date:

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### PEER REFERENCE MUST BE FROM PEER NOT AFFILIATED WITH YOUR PRACTICE

Re: Reference for (Applicant Name):					
FROM:	(Please Print)	TITLE:			
ARE YOU A MEMBER OF ASPA? YES DO	SPECIALTY:				
ADDRESS:					
CITY, STATE ZIP:	PHONE:	FAX:			
EMAIL ADDRESS:					

Please base your evaluation of the following factors on the applicant's demonstrated performance compared to that reasonably expected of a physician with a similar level of training, experience, and background.

	FAVORABLE	UNFAVORABLE		FAVORABLE	UNFAVORABLE
Basic Medical			Professional Judgment		
Knowledge			_		
Sense of Responsibility			Clinical Competence		
Technical Skill			Medical Record		
			Completion		
Quality of Medical			Patient Management		
Records					
Physician/Patient			Relationship with Nursing		
Relationship			Staff		
Cooperation - Ability to			Ability to Understand,		
Work with Others			Speak and Write English		

RECOMMEND WITHOUT RESERVATION? YES DONO DONOT RECOMMEND: YES NOD

RECOMMEND WITH THE FOLLOWING RESERVATIONS:

HOW MANY YEARS HAVE YOU KNOWN THE APPLICANT?

WHAT IS YOUR RELATIONSHIP TO THE APPLICANT? \_\_\_\_\_

MY GENERAL IMPRESSION OF THE APPLICANT IS:

### ADDITIONAL COMMENTS ARE APPRECIATED:

### SIGNATURE OF RECOMMENDING PHYSICIAN

DATE:

Return to: <u>ARIZONA STATE PHYSICIANS ASSOCIATION, INC</u> 3030 North Central Avenue, Suite 1405, Phoenix, AZ 85012 602-265-2524/800-522-9619 Direct Fax: 623-999-1054 Email: <u>angie@azspa.com</u>

### PEER REFERENCE MUST BE FROM PEER NOT AFFILIATED WITH YOUR PRACTICE

Re: Reference for (Applicant Name):					
FROM:	(Please Print)	TITLE:			
ARE YOU A MEMBER OF ASPA? YES DO NO D	SPECIALTY:				
ADDRESS:					
CITY, STATE ZIP:	PHONE:	FAX:			

EMAIL ADDRESS: \_\_\_\_\_

Please base your evaluation of the following factors on the applicant's demonstrated performance compared to that reasonably expected of a physician with a similar level of training, experience, and background.

	FAVORABLE	UNFAVORABLE		FAVORABLE	UNFAVORABLE
Basic Medical			Professional Judgment		
Knowledge			_		
Sense of Responsibility			Clinical Competence		
Technical Skill			Medical Record		
			Completion		
Quality of Medical			Patient Management		
Records					
Physician/Patient			Relationship with Nursing		
Relationship			Staff		
Cooperation - Ability to			Ability to Understand,		
Work with Others			Speak and Write English		

RECOMMEND WITHOUT RESERVATION? YES DONO DONOT RECOMMEND: YES NOD

RECOMMEND WITH THE FOLLOWING RESERVATIONS: \_\_\_\_

HOW MANY YEARS HAVE YOU KNOWN THE APPLICANT?

WHAT IS YOUR RELATIONSHIP TO THE APPLICANT?

MY GENERAL IMPRESSION OF THE APPLICANT IS:

ADDITIONAL COMMENTS ARE APPRECIATED:

### SIGNATURE OF RECOMMENDING PHYSICIAN

DATE:

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### PEER REFERENCE MUST BE FROM PEER NOT AFFILIATED WITH YOUR PRACTICE

Re: Reference for (Applicant Name):					
FROM:	(Please Print)	TITLE:			
ARE YOU A MEMBER OF ASPA? YES DO NO D	SPECIALTY:				
ADDRESS:					
CITY, STATE ZIP:	PHONE:	FAX:			

EMAIL ADDRESS: \_\_\_\_\_

Please base your evaluation of the following factors on the applicant's demonstrated performance compared to that reasonably expected of a physician with a similar level of training, experience, and background.

	FAVORABLE	UNFAVORABLE		FAVORABLE	UNFAVORABLE
Basic Medical			Professional Judgment		
Knowledge			_		
Sense of Responsibility			Clinical Competence		
Technical Skill			Medical Record		
			Completion		
Quality of Medical			Patient Management		
Records					
Physician/Patient			Relationship with Nursing		
Relationship			Staff		
Cooperation - Ability to			Ability to Understand,		
Work with Others			Speak and Write English		

RECOMMEND WITHOUT RESERVATION? YES DONO DONOT RECOMMEND: YES NOD

RECOMMEND WITH THE FOLLOWING RESERVATIONS: \_\_\_\_

HOW MANY YEARS HAVE YOU KNOWN THE APPLICANT?

WHAT IS YOUR RELATIONSHIP TO THE APPLICANT?

MY GENERAL IMPRESSION OF THE APPLICANT IS:

ADDITIONAL COMMENTS ARE APPRECIATED:

### SIGNATURE OF RECOMMENDING PHYSICIAN

DATE:

Return to: <u>ARIZONA STATE PHYSICIANS ASSOCIATION, INC</u> 3030 North Central Avenue, Suite 1405, Phoenix, AZ 85012 602-265-2524/800-522-9619 Direct Fax: 623-999-1054 Email: angie@azspa.com



Arizona State Physicians Association

### ASPA PAYOR PARTICIPATION ATTACHMENT

Please Review the list of Payor Below. Should you wish to make any changes, i.e. add or drop a plan please indicate below. If you do not wish to make any changes to the plans you are currently active with you do not need to fill out this form.

**PLEASE NOTE**: If you have changed practices all plans you were contracted with prior to the change will follow you. If you are adding a 2<sup>nd</sup> Tax ID you will need to fill out a new ASPA PAYOR PARTICIPATION ATTACHMENT FORM. If you do not wish to remain on the same plans you will need to indicate this below.

ACPN- AMERICA'S CHOICE PROVIDER NETWORK	ADD	DROP
ALIERA HEALTHPASS ADVANTAGE DISCOUNT CARD ALIERA HEALTHPASS DIRECT PRIMARY CARE MEDICAL HOME ALIERA HEALTHPASS GYN –WELL WOMEN SERVICES ALIERA HEALTHPASS IMMUNIZATION CENTER FOR HEALTH	ADD ADD ADD	DROP DROP DROP
PASS AND CARE PLUS PLANS ALIERA HEALTHPASS PEDICATRIC SERVICES ALIERA HEALTHPASS PLUS/PREMIUM (PCP & URGENT CARE)	ADD ADD ADD	DROP DROP DROP
ALLWELL DUAL MEDICARE – AMBER (HMO SNP) FORMALLY BRIDGEWAY ADVANTAGE	ADD	DROP
AMERIPLAN HEALTH & MEDICAL PLANS OF AMERICA	ADD	DROP
CORVEL AUTO MEDICAL CORVEL PPO CORVEL WORKERS COMPENSATION	ADD ADD ADD	DROP DROP DROP
FORTIFIED AUTO MEDICAL PLAN FORTIFIED PROVIDER NETWORK FORTIFIED WORKERS COMPENSATION	ADD ADD ADD	DROP DROP DROP
GALAXY HEATHCARE PPO GALAXY HEATHCARE DISCOUNT CARD GALAXY WORKERS COMP	ADD ADD ADD	DROP DROP DROP
HEALTH CHOICE (AHCCCS) HEALTH CHOICE GENERATIONS (AHCCCS)	ADD ADD	DROP DROP
HEALTH NET HEALTH NET AMBETTER MARKET PLACE PLANS HEALTH NET AHCCCS	ADD	DROP DROP DROP
HEALTHSMART ACCEL HEALTHSMART AUTO HEALTHSMART HPO HEALTHSMART PPO HEALTHSMART WORKERS COMP	ADD ADD ADD ADD ADD	DROP DROP DROP DROP DROP
HUMANA CHOICECARE NETWORK PPO HUMANA MEDICARE PPO	ADD ADD	DROP DROP
INTEGRATED HEALTH PLAN AUTO MEDICAL PLAN INTEGRATED HEALTH PLAN DISCOUNT SAVINGS CARD INTEGRATED HEALTH PLAN PPO INTEGRATED HEALTH PLAN WORKERS COMP	ADD ADD ADD ADD	DROP DROP DROP DROP

MAGELLAN AHCCCS		ADD		DROP	
MEDSOLUTIONS – HEALTH CHOICE	<b>Closed Panels</b>			DROP	
MULTIPLAN AUTO		ADD		DROP	
MULTI PLAN MEDICARE ADVANTAGE PLANS		ADD		DROP	
MULTI PLANS PPO		ADD		DROP	
MULTIPLAN VALUE POINT ACCESS CARD PROGRAM MULTIPLAN WORKERS COMP.		ADD ADD		DROP DROP	
MULTIPLAN WORKERS COMP.		ADD		DROP	
PRIME HEALTH SERVICES IME PROGRAM		ADD		DROP	
PRIME HEALTH SERVICE PPO, AUTO, WORKERS COMP.		ADD		DROP	
PRIME HEALTH SERVICES TELEMEDICINE PROGRAM FOR WC		ADD		DROP	
PROVIDER NETWORK OF AMERICA AUTO		ADD		DROP	
PROVIDER NETWORK OF AMERICA PRIMARY		ADD		DROP	
PROVIDER NETWORK OF AMERICA SUPPLEMENTAL		ADD		DROP	
PROVIDER NETWORK OF AMERICA WORKERS COMP		ADD		DROP	
PROVIDER SELECT INC.		ADD		DROP	
THREE RIVERS PPO		ADD		DROP	
TRICARE (Health Net Federal Services)		ADD		DROP	
UNIVERSITY OF ARIZONA		ADD		DROP	
USA AUTO		ADD		DROP	
USA MANAGED CARE – PPO		ADD		DROP	
USA WORKERS COMP		ADD		DROP	
ZELIS HEALTHCARE AUTO		ADD		DROP	
ZELIS HEALTHCARE MEDICAID		ADD		DROP	
ZELIS HEALTHCARE MEDICARE		ADD		DROP	
ZELIS HEALTHCARE PRIMARY PLAN		ADD		DROP	
ZELIS HEALTHCARE SUPPLEMENTAL PLANS		ADD		DROP	
ZELIS HEALTHCARE TRICARE		ADD		DROP	
ZELIS HEALTHCARE WORKERS COMP		ADD		DROP	
<u>PLEASE NOTE</u> – <u>ASPA's plans retain the right to refuse a provider access to participate under the ASPA contract</u> . ASPA will make every effort to assist you in this process; we recommend that if you are transitioning from a direct contract or another network into an ASPA contract, that you should contact the plan prior to contacting ASPA to make sure they will allow the transfer. Please send copies of any correspondence to ASPA regarding your request to the plan.					
PRINT PROVIDER NAME	PROVIDE	RS AHCCCS Number	PRO	<b>WIDERS</b> Medicare Number	
PROVIDER SIGNATURE	DATE		PRO	OVIDERS TAX ID	
** This form must have a provider's signature in order to be completed for processing. If no signature is present plans will not be notified of the above changes					

# COMPLETED W-9 MUST BE ATTACHED.NOTE: YOUR ADDRESSON YOUR W-9 MUST MATCH YOUR BILLING ADDRESS.

3030 N. Central Ave. Suite 1405, Phoenix, AZ 85012 www.azspa.com Telephone: 602.265.2524

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# ARIZONA STATE PHYSICIANS ASSOCIATION

Physician Agreement Attachment

### New ASPA Contract for Primary Care Members (FP, IM & Peds) EverMed Direct

ASPA is excited to announce a new contract effective 7/1/18 to be the preferred network for EverMed DPC. All primary care providers and pediatricians are included in this contract with strong referral impact for non-primary care ASPA members.

### **BACKGROUND:**

EverMed DPC contracts with employer groups to provide primary care homes for employees and their families. Delivering consistent patient and revenue flow to the practice, total healthcare cost savings for the employer and improved access to care while lowering out-of-pocket costs for families, this is truly a win-win-win providing healthy change in the marketplace.

Why the ASPA preferred contract with EverMed DPC:

- Healthy flow of patients via employer health plans, age cap at 64.5 years of age
- Revenue positive
- Avg. EverMed patient delivers \$720/year revenue v. \$450/year Fee for Service patient
- Avg. RVU is 28% higher for EverMed DPC patient versus most commercial payers
- Consistent Monthly Clinic Revenue
- Low Administration with no billing for included services
- Limited menu of included services for the fee schedule, all other services performed as billed to the employer wrap plan as customary
- Highly efficient care model enjoyed by the practice and the patient

### **REIMBURSMENT:**

Primary Care members for a fixed **Per Member/Per Month fee** as follows: (for a list of the covered services contact the ASPA Office)

Individual	\$60
Individual + 1	\$125
Family up to 4	\$180
Additional Family Member	\$33

Under the ASPA preferred contract, EverMed will actively market for all ASPA Member Practices to employers throughout the region to deliver additional revenue opportunities.

Please indicate your current level capacity for EverMed patients:

\_\_\_\_ Our Practice is ready to accept as many new patients as we can get right now.

\_\_\_\_ Our Practice is able to accept up to \_\_\_\_\_\_number of new patients right now.

Our Practice does not have capacity and cannot accept additional patients at this time. Please keep me informed as new groups are added to this contract.

Complete the information below for <u>each</u> provider If you have any questions please call Connie Richardson at 602-265-2524, ext. 212. Please include an updated W9 form

Yes \_\_\_\_\_ I want to Participate with EverMed Direct

No	 I do not want to Participate with EverMed Direct	

Provider Signature	Date
Please Print Name:	Tax ID #
Specialty Email Ac	ldress:
3030 N. Central Ave., Suite 1405, Phoenix, Arizona 8	35012 (602) 265-2524





### Disclosure of Ownership And Control Interest Statement

The federal regulations set forth in 42 CFR 455.104, 455.105 and 455.106 require providers who are entering into or renewing a provider agreement to disclose to the U.S. Department of Health and Human Services, the state Medicaid agency, and to managed care organizations that contract with the state Medicaid agency: 1) the identity of all owners with a control interest of 5% or greater, 2) certain business transactions as described in 42 CFR 455.105 and 3) the identity of any excluded individual or entity with an ownership or control interest in the provider, the provider group, or disclosing entity or who is an agent or managing employee of the provider group or entity. If there are any changes to the information disclosed on this form, an updated form should be completed and submitted to (*Health Plan/Entity Name*) within 30 days of the change. Please attach a separate sheet if necessary to provide complete information. Failure to submit the accurate, complete information requested in a timely manner may lead to the termination or denial of enrollment into the network as specified in 42 CFR 455.416.

### **Practice Information**

Check one that most closely describes you:	Individual	Group Practice	Disclosing Entity
Name of Individual, Group Practice, or Disclosing Entity:			
Entity: DBA Name:			
Address:			
Federal Tax Identification Number:	Provide	r CAQH #:	

### Section I

For individuals, list the name, title, address, date of birth (DOB) and Social Security Number (SSN) for each individual having an ownership or control interest in this provider entity of 5% or greater.

<u>For entities</u>, list the name, Tax Identification Number (TIN), business address of each organization, corporation, or entity having an ownership or control interest of 5% or greater. Please attach a separate sheet if necessary.(42 CFR 455.104)

Name of individual or entity	DOB	Address	SSN (if listing an individual) TIN (if listing an entity)

### Section II

Are any of the individuals listed above related to each other?				
If yes, list the individuals named above who are related to each other (spouse, sibling, parent, child). (42 CFR 455.104)				
NamesType of relation				

### Section III

Are there any subcontractors that the Disclosing Entity has direct or indirect ownership of 5% or more? 🗌 Yes 🗌 No							
If yes, list the name and address of each person with an ownership or controlling interest in any subcontractor used in which the disclosing entity has direct or indirect ownership of 5% or more. (42 CFR 455.104)							
Name of individual or entityDOBAddressSSN (if listing an individual) TIN (if listing an entity)							





### Disclosure of Ownership And Control Interest Statement

### Section IV

Has any person who has an ownership or control interest in the provider, or is an agent or managing employee of the provider ever been convicted of a crime related to that person's involvement in any program under Medicaid, Medicare, or Title XX program? Yes No (verify through IUIS-OIG Website) If yes, please list those persons below. (42 CFR 455.106)			
Name/Title	DOB	Address	SSN

### Section V

Business Transactions: Has the disclosing entity had any financial transaction with any subcontractors totaling more that \$25,000 or any significant business transactions with any subcontractors?  $\Box$  Yes  $\Box$  No

If yes, list the ownership of any subcontractor with whom this provider has had business transactions totaling more than \$25,000 during the previous twelve month period; and any significant business transactions between this provider and any wholly owned supplier, or between the provider and any subcontractor, during the past 5-year period. (42 CFR 455.105). Attach a separate sheet if necessary.

Name Supplier/Subcontractor	Address	Transaction Amount

### Section VI

If yes, for Disclos	ing Entities, list ea	ractice Information 1) as a Disclosing Entity? Y ch member of the Board of Directors or Govern ty Number (SSN), and percent of interest		ame, date of
Name/Title	DOB	Address	SSN	% Interest

I certify that the information provided herein, is true and accurate. Additions or revisions to the information above will be submitted immediately upon revision. Additionally, I understand that misleading, inaccurate, or incomplete data may result in a denial of participation.

Signature

Title (or Authorized Agent)

Name (please print)

Date

### **Disclosure Of Ownership And Control Interest Statement Form Instructions**

### Practice/Entity Information Section

*Type of Entity Check Box* – Check the box that most closely describes the type of entity you are contracting as. See the Definitions Page to assist in determine if the practice/entity is an Individual, Group Practice or Disclosing Entity.

*Name of Individual, Group Practice or Disclosing Entity* – Provide the name of the entity you are contracting as. If you are an individual practitioner who is participating through a Group Practice, enter your individual name here.

**DBA name (if applicable)** – If you are completing the form as a Disclosing Entity or Group Practice, enter any DBA name that your entity may utilize here. If you are an individual practitioner who is participating through a Group Practice, enter the Group Practice name here.

Address – Provide the main physical address of practice/Entity you are contracting as.

*Federal Tax ID Number* – Enter the Federal Tax ID Number for your Disclosing Entity or Group Practice. If you are an individual who is also participating through a Group Practice, enter your individual Federal Tax ID number here.

*Provider CAQH #* - If completing this form as an Individual, enter the CAQH number here if applicable.

**Section I** – Provide the all information requested for any individual or entity with an ownership or controlling interest in the Practice/Entity completing the form. See the "Determination of ownership or control interest guidelines" on page 3. Attach a separate sheet as necessary to provide complete information. Write "None" if you are an individual practitioner or if this does not apply.

**Section II** – Indicate whether or not any individuals listed in Section I are related to each other by checking either the "Yes" or "No" box as applicable. If "Yes" is checked, list any owners that are related to each other and the type of relationship in the rows provided, attach a separate sheet if necessary to provide all information.

**Section III** – Indicate whether or not the Disclosing Entity has a 5% or more direct or indirect ownership in a subcontractor by checking either the "Yes" or "No" box as applicable. If "Yes" is checked, provide the information requested for each subcontracted entity of which the Disclosing Entity has a 5% or more direct or indirect ownership.

**Section IV** – Indicate whether or not there are any individuals who have an ownership or control interest in the Disclosing Entity, or is an agent or managing employee of the Disclosing Entity who have been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid or the Social Security Title XX services program since the inception of those programs by checking either the "Yes" or "No" box as applicable. If "Yes" is checked, provide the information requested for each individual.

**Section V** – Indicate by checking either the Yes or No box whether or not the practice/entity has had any financial transaction with a subcontractor totaling more than 25,000 in the 12 months prior to the completion date of this form or any significant business transaction (see definitions) between the practice/entity and a wholly owned supplier or between the practice/entity and any subcontractor in the 5 years prior to the completion date of this form. If yes, provider the Name, address

**Section VI** – If the practice/entity is completing this form as a Disclosing Entity, as indicated in the Practice/Entity Information section, check yes and list each member of the Board of Directors or Governing Board including the name, date of birth, address, social security number (SSN) and percent of interest (if known at the time of completion). If your practice/entity is not a Disclosing Entity,

*Signature/Title/Date* – Provide the printed name, signature and title of the individual completing the form either for themselves if an individual practitioner on behalf of a disclosing entity. In the date field, enter the date the form was completed.

### **Disclosure Of Ownership And Control Interest Statement Form Instructions**

### **Definitions**

Agent means any person who has been delegated the authority to obligate or act on behalf of a provider.

**Disclosing entity** means a Medicaid provider (other than an individual practitioner or group of practitioners), or a fiscal agent. This includes:

- (a) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (title XVIII);
- (b) Any Medicare intermediary or carrier; and
- (c) Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under title V or title XX of the Act.

*Group of practitioners* means two or more health care practitioners who practice their profession at a common location (whether or not they share common facilities, common supporting staff, or common equipment).

*Indirect ownership interest* means an ownership interest in an entity that has an ownership interest in the disclosing entity. This term includes an ownership interest in any entity that has an indirect ownership interest in the disclosing entity.

*Managing employee* means a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency.

Ownership interest means the possession of equity in the capital, the stock, or the profits of the disclosing entity.

### Person with an ownership or control interest means a person or corporation that—

- (a) Has an ownership interest totaling 5 percent or more in a disclosing entity;
- (b) Has an indirect ownership interest equal to 5 percent or more in a disclosing entity;

(c) Has a combination of direct and indirect ownership interests equal to 5 percent or more in a disclosing entity;

(d) Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least 5 percent of the value of the property or assets of the disclosing entity;

(e) Is an officer or director of a disclosing entity that is organized as a corporation; or

(f) Is a partner in a disclosing entity that is organized as a partnership.

*Significant business transaction* means any business transaction or series of transactions that, during any one fiscal year, exceed the lesser of \$25,000 and 5 percent of a provider's total operating expenses.

### Subcontractor means-

(a) An individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients; or

(b) An individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies, equipment, or services provided under the Medicaid agreement.

*Supplier* means an individual, agency, or organization from which a provider purchases goods and services used in carrying out its responsibilities under Medicaid (e.g., a commercial laundry, a manufacturer of hospital beds, or a pharmaceutical firm).

*Wholly owned supplier* means a supplier whose total ownership interest is held by a provider or by a person, persons, or other entity with an ownership or control interest in a provider.

### **Disclosure Of Ownership And Control Interest Statement Form Instructions**

### **Determination of Ownership or Control Percentages**

*Indirect ownership interest.* The amount of indirect ownership interest is determined by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation which owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership interest in the disclosing entity and must be reported. Conversely, if B owns 80 percent of the stock of a corporation which owns 5 percent of the stock of the disclosing entity, B's interest equates to a 4 percent indirect ownership interest in the disclosing entity and need not be reported.

**Person with an ownership or control interest**. In order to determine percentage of ownership, mortgage, deed of trust, note, or other obligation, the percentage of interest owned in the obligation is multiplied by the percentage of the disclosing entity's assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the provider's assets, A's interest in the provider's assets equates to 6 percent and must be reported. Conversely, if B owns 40 percent of a note secured by 10 percent of the provider's assets, B's interest in the provider's assets equates to 4 percent and need not be reported.

### **Provider Type Scenarios**

**Sole Practitioner** – Sole Practitioners would identify themselves as Individuals, indicate "None" in Section I, indicate "Yes" or "No" in the remaining check boxes as appropriate then sign and date the form.

**Group of Practitioners** – the Group Practice being contracted with the Health Plan would fill out one Disclosure and Control Interest form for the Group Practice. The individual practitioners participating in the Group Practice, either as employees or co-owners, would each fill out a Disclosure and Control interest form for themselves as an Individual and list the Group Practice name in the "DBA Name" section, use the Group Practice address and use their own individual Federal Tax ID number.

*Hospital or Hospital System* – The Hospital would fill out one Disclosure and Control Interest form as a Disclosing Entity. We do not need a separate Disclosure and Control interest form for each practitioner who contracts and bills through the Hospital entity.

*Independent Clinical Lab* – The entity would fill out one Disclosure and Control Interest form as a Disclosing Entity. If the Independent Clinical Lab employs a group of practitioners that will be enrolled with the Health Plan, each practitioner would fill out a Disclosure and Control Interest form for themselves as an Individual and list the Independent Clinic Lab name in the "DBA Name" section, use the Independent Clinic Lab address and use their own individual Federal Tax ID number.

# ASPA | Connected Community

## Independent physicians working together for a healthier community HELPING INDEPENDENT PHYSICIANS TO STAY INDEPENDENT!

### ASPA Connected Community – Clinically Integrated Network

### BACKGROUND:

ASPA is a messenger-model IPA. ASPA created ASPA-Connected Community (ASPA CC), which is a wholly-owned affiliate of ASPA. The ASPA CC was created as an additional option for ASPA Members to participate in a clinically integrated network, physician owned and governed, formed to make available new payor agreements and programs that reward participants financially for delivering value-based services. Our goal is to effectively manage all patients attributed to us by a payor through clinical alignment. ASPA CC will help its members clinically cooperate with other physicians and practitioners in the delivery of care for the patients we manage. ASPA includes all specialties, outpatient facilities, and other ancillary services outside the hospital system setting. ASPA CC will leverage our network to pursue multiple value-based payer contracts in which ASPA-Connected Participating Providers may participate. In pursuit of this strategy, ASPA-Connected is delivering enabling technology, care management and other services that allows Participating Providers to share clinical data and initiate coordination of care across ASPA CC.

### To participate with this contract, participating practitioners must agree to:

- Cooperate with ASPA CC to meet any compliance, reporting and quality reporting requirements
- Follow established protocols and pathways established/adopted by ASPA CC
- Cooperate with terms of contracted participation with all payors Commercial, AHCCCS, Medicare Advantage or MSSPprovider chooses to participate
- If you so choose to participate in the MSSP contract you must be a participating provider with Medicare
- Is an active in good standing Member of ASPA, or other ASPA CC Collaborative Network
- Provider understands and agrees that his/her initial and continued participation as an ASPA CC Provider under this Agreement is contingent upon meeting and complying credentialing standards
- Participate in meeting

For most contracts you will <u>continue</u> to be reimbursed <u>fee for service</u>, however, these opportunity may bring **additional** monies through shared savings and other incentive payments based on meeting quality measures. Reporting will be required as achievement of targets and quality measures based on Medicare (CMS) /AHCCCS or commercial payor, is necessary, however, participants will have the assistance of ASPA CC, our connecting technology and care management program to help achieve these goals. Shared Savings will be based on the ability to improve on the quality measures required by this contract, and reducing the overall cost of care.

Please fax back to ASPA at (602) 265-3289. A Completed current W-9 Must be attached.

**Yes** \_\_\_\_ I agree to participate in ASPA Connected Community (a complete contract packet will be sent out to my attention for review, and only by signing that contract am I obligated to participate)

No \_\_\_\_\_ I do not want to participate in this contract.

Please Print Provider's Name:		Tax ID #	Date	
Provider Signature		Specialty		
Providers NPI #	Phone:	Email:		
Helping the Independent Provider stay Independent!				

The ASPA Connected Community LLC is an ASPA offering. <u>www.ASPAConnectedCommunity.com</u> Contact us for more information: 602-265-2524 or 800.522.9616 or via email at <u>connie@azspa.com</u>

# ASPA | Connected Community

## Independent physicians working together for a healthier community HELPING INDEPENDENT PHYSICIANS TO STAY INDEPENDENT!

### ACO Partners – Blue Cross PCP Shared Savings

**Background**: Effective November 1, 2016 ASPA Connected Community (ASPA CC) entered into a contractual relationship with ACO Partners (ACOP). ACO Partners is a value based services organization that provides PCP's with a broad range of services required to succeed in new arena of value based payor contracts. ACOP is not an **ACO**, and is not exclusive. Providers can participate in any ACO's if they so choose. ASPA CC is contracted with ACOP for access to the ASPA CC CIN network for a collaborative effort to bring to our Members a new Shared Savings Value Based Agreement with Blue Cross of AZ. Working together to reduce the cost of healthcare without reducing quality of care for our patients. This will deliver 50% of the shared savings back directly to the physician.

To participate with this contract, participating practitioners must agree to:

- To be a Member of ASPA Connected Community Clinically Integrated Network
- Cooperate with ACOP to meet any compliance, reporting and quality reporting requirements
- Comply with ACOP Measures minimum performance standards
- Attend periotic physician/OM meetings presented by ACOP or Blue Cross in regards to this contract.
- Provider understands and agrees that his/her initial and continued participation as an ASPA CC Provider under this Agreement is contingent upon meeting and complying credentialing standards
- Hold a current contract with Blue Cross and maintain a minimum 50 active Blue Cross patients
- Agree to share data (quality measures results, encounter data and other data regarding this contract) through ACOP, in a HIPAA secure compliant manner, with ASPA CC.

ASPA Members are eligible to participate if they are a participating provider with Blue Cross of Arizona. You will <u>continue</u> to be reimbursed <u>fee for service</u>, however, this opportunity may bring **additional** monies through shared savings. Reporting will be required as achievement of quality measures is necessary, however, this will be provided by ACO Partner, and participants will have the assistance of ASPA CC, our connecting technology (under implementation) and care management programs to help achieve these goals. Shared Savings will be based on the ability to improve on the quality measures required by this contract, and reducing the overall cost of care.

ASPA Connected Community is a wholly owned subsidiary of ASPA developed and designed to contract with payors above and beyond straight fee for service agreements. All ASPA CC Members are eligible to participate in this agreement.(contact <u>Connie@azspa.com</u> for more information about ASPA CC participation) (a complete ACO Partners contract packet will be sent out to your attention for review, or an in office meeting can be arranged and only by signing that contract am I obligated to participate).

### Please fax back to ASPA at (602) 265-3289. A Completed current W-9 Must be attached.

Yes \_\_\_\_ I agree to participate with ACOP Blue Cross Shared Savings Program through ASPA CC

**No** \_\_\_\_\_ I do not want to participate in this contract.

Please Print Provider's Name:		Tax ID #	Date	
Provider Signature		Specialty		
Providers NPI #	Phone:	email:		
Help	oing the Independe	ent Provider stay Indep	endent!	
	•	ASPA offering. <u>www.ASPAConnected(</u> 524 or 800.522.9616 or via email at con		

# ASPA | Connected Community

# Independent physicians working together for a healthier community HELPING INDEPENDENT PHYSICIANS TO STAY INDEPENDENT!

# Medicare Shared Savings Program - MSSP

ASPA CC: Effective January 1, 2015 ASPA Connected Community (ASPA CC) was approved as a MSSP participating network. We are contracted with CMS for a Shared Savings Agreement for which we must work together and prove we can reduce the cost of healthcare without reducing quality of care for our patients. To participate with this contract, participating practitioners must agree to:

- Cooperate with ASPA CC to meet any compliance, reporting and quality reporting requirements
- Follow established protocols and pathways established/adopted by ASPA CC
- Reduce ER Utilization visits; Reduce readmissions within 30 days of Discharge; Comply with follow up after hospitalization within 7 days
- Comply with Medicare CMS Measures minimum performance standards met
- Comply with Annual Medicare Well Visits
- Participate in the ASPA CCM program
- Provider understands and agrees that his/her initial and continued participation as an ASPA CC Provider under this Agreement is contingent upon meeting and complying credentialing standards

Primary Care Physicians are only allowed to participate in only one ACO (MSSP or Pioneer Program) Specialist can participate in as many ACOs as they choose as long as they are not attributed beneficiaries from CMS.

ASPA Members are eligible to participate if they are a participating provider with Medicare. You will <u>continue</u> to be reimbursed <u>fee for service</u>, however, this opportunity may bring **additional** monies through shared savings. Reporting will be required as achievement of targets Medicare (CMS) quality measures is necessary, however, participants will have the assistance of ASPA CC, our connecting technology (under implementation) and care management program to help achieve these goals. Shared Savings will be based on the ability to improve on the quality measures required by this contract, and reducing the overall cost of care.

ASPA Connected Community is a wholly owned subsidiary of ASPA developed and designed to contract with payors above and beyond straight fee for service agreements. All ASPA Members are eligible to participate in this agreement.

**Yes** \_\_\_\_\_ I agree to participate with Medicare Shared Savings Program through ASPA CC (a complete contract packet will be sent out to my attention for review, and only by signing that contract am I obligated to participate)

No \_\_\_\_\_ I do not want to participate in this contract.

Please Print Provider's Name:		Tax ID # Specialty	Date
Provider Signature			
Providers NPI #	Phone:	email:	

Please fax back to ASPA at (602) 265-3289. A Completed current W-9 Must be attached.

# Helping the Independent Provider stay Independent!

The ASPA Connected Community LLC is an ASPA offering. <u>www.ASPAConnectedCommunity.com</u> Contact us for more information: 602-265-2524 or 800.522.9616 or via email at <u>connie@azspa.com</u>

# ARIZONA STATE PHYSICIAN ASSOCIATION

**Provider Agreement** 

Effective Date: \_\_\_\_\_

3030 North Central, Suite 1405, Phoenix, Arizona 85012 (602) 265-2524 FAX (602) 265-3289

Revised June 17, 2011

# ARIZONA STATE PHYSICIAN ASSOCIATION Provider Agreement

This Agreement is made and entered into as of the \_\_\_\_\_day of \_\_\_\_\_\_, 201\_\_\_\_by and between Arizona State Physicians Association, an individual practice association incorporated under the laws of the state of Arizona (Association) and \_\_\_\_\_\_ a Provider licensed to practice medicine in the State of Arizona (Provider).

# I. GENERAL

- 1.1 Provider intends to participate in Association for purposes of providing Health Care Services to members of contracted health maintenance organizations, preferred provider organizations, and other payor groups and programs. Provider may also participate in various Association-sponsored programs that are developed from time to time to create a benefit of membership or opportunity to satisfy a need for Provider and Association.
- 1.2 Provider's membership in Association does not guarantee or require that Provider participate in any or all Association-sponsored programs.
- 1.3 Nothing in this Agreement is intended to create, nor shall it be construed to create, any right of Association to intervene in any manner with the method by which Provider renders Health Care Services to his or her patients, whether or not they may be Members of any Association contracted entities.
- 1.4 Nothing herein is intended to interfere with the Provider's own interpretation of Provider's professional ethics.
- 1.5 Association and Provider agree that Patients to whom Health Care Services are provided by Provider and for which Provider is compensated hereunder shall not be third party beneficiaries of the rights and obligations assumed by either party hereto.

#### **II. DEFINITIONS**

- 2.1 Credentialing Program: A continuous process whereby Association seeks and maintains professional information on all Providers and other Association members in order to document the professional quality and integrity of the Association's health care service providers.
- 2.2 Health Care Service: The service to be provided through Association by Participating Providers and Providers and for which the Provider is duly licensed by state to provide.
- 2.3 Health Care Service Organization (HCSO): An organization, such as a health maintenance organization (HMO), licensed to conduct business in the State of Arizona.
- 2.4 Member: Any person and /or family dependent covered under a group or individual benefit agreement with any payor or any beneficiary of an agreement under Section 3.4.

- 2.5 Non-Participating Provider: A Provider or other health care service provider not under contract with Association or contracted payor.
- 2.6 Patient: A Member covered under a contracted health plan or Payor requiring Health Care Services.
- 2.7 "Medically Necessary" or "Medical Necessity" shall mean health care services that a Provider, exercising prudent clinical judgment, would provide to a patient for the purpose of evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:

a. in accordance with the generally accepted standards of medical practice;

b. Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, jury or disease; and

c. not primarily for the convenience of the patient or Provider, or other Provider; or other providers of care, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury, or disease.

For these purposes, "generally accepted standards of medical practice" means:

- standards that are based on credible scientific evidence published in peer-reviewed, medical literature generally recognized by the relevant medical community;
- Provider Specialty Society recommendations;
- the views of Providers practicing in the relevant clinical area; and
- any other relevant factors.

Preventive care may be Medically Necessary but coverage for Medically Necessary preventive care is governed by terms of the applicable Plan Documents.

- 2.8 Participating Provider: Any Provider or other health care service provider of Health Care Services who has entered into a contract with Association for the provision of Health Care Services to Patients under a payor benefit agreement or an agreement under Section 3.4.
- 2.9 Payor: An entity such as an insurance company, HMO, PPO or other party, responsible for paying for Health Care Services and defined by a benefit program.
- 2.10 Third Party Administrator (TPA): An entity licensed by the State of Arizona to pay claims, collect premiums, and perform other functions involved in an administrative process for health insurance companies or self-funded employer groups.
- 2.11 Active ASPA Member: A member of ASPA, (Provider, provider, or facility) who has completed all requirements of credentialing, and is current with payment of ASPA annual dues.

#### **III. ASSOCIATION PERFORMANCE PROVISIONS**

- 3.1 Association shall cause Provider's name, address, phone number and areas of practice to be disseminated to Members and to other Providers, hospitals, and others associated with HCSOs, TPAs or other Payors in Section 3.4.
- 3.2 Association shall maintain and be responsible for administrative, accounting, enrollment and similar functions inherent in and appropriate for the provision of Health Care Services to Members in accordance with Association's agreements with contracted HCSOs, TPAs, or other Payors, under Section 3.4.
- 3.3 Association shall institute and maintain utilization management programs, peer review programs, and any other programs deemed necessary to promote quality, efficient health care and to monitor the cost and utilization of medical services rendered to Members whenever feasible.
- 3.4 It is agreed that Association, in an effort to promote a cost-effective practice of medicine, may establish (itself or through a duly designated independent agent) exclusive and preferred provider and other alternate delivery system relationships between its Affiliated Provider and contracted Payors under which Affiliated Provider may be rendering professional Health Care Services to individuals. Provider hereby grants Association (or a duly designated independent agent) the authority to act as Affiliate Physician's agent seeking out and entering into such contracts with HCSOs, TPAs or other contracted Payors on Affiliate Physician's behalf. Association agrees that it will use (and will require any duly designated independent agent to use) its best efforts to seek out and secure such contracts for its Provider for the provision of professional Health Care Services with duly qualified Payors on terms and conditions advantageous to Provider and Association, Provider may select on a case-by-case basis with which Payors he or she wishes to becomes Participating Provider.
- 3.5 Association shall maintain professional information on Provider through Association's Credentialing Program. This information may be made available to contracting payors or state or federal agencies required by law to access such information.
- 3.6 Neither the Association nor any of its officers, directors, shareholders, employees, agents, affiliates or other representatives shall be in any way liable or responsible to any party or person for any act or omission of Provider in connection with their rendering Health Care Services to Patients.

# **IV. PROVIDER PERFORMANCE PROVISIONS**

- 4.1 Provider shall render Health Care Services to Patients in a reasonable, efficient, and professional manner, which shall be in accordance with the standards of the community, and within the same time availability as offered to Patients who are not Members.
- 4.2 Provider may not differentiate or discriminate in the treatment of Patients or in the quality of services delivered to Patients on the basis of race, color, national origin, sex, age, religion, ancestry, marital status, and sexual orientation, place of residence, health status, or source of payment.
- 4.3 Provider may not refuse to provide Health Care Services to any Patient on the basis of the extent of such Member's requirements for Health Care Services, consistent with Provider's capabilities and resources.

- 4.4 Provider shall cooperate with Association to assure twenty-four (24) hour accessibility for Patients.
- 4.5 If Provider is unable to provide services to a Member, Provider agrees to refer such Member to another Participating Provider consistent with the terms and conditions of the agreement and Patient medical needs for which Provider is providing Health Care Services through Association. A copy of such referral terms and conditions shall be furnished to Affiliate Provider for each agreement under which Provider furnishes Health Care Services. Any emergency referral to a Non-Participating or unapproved Provider shall be subject to peer and utilization review by Association or contracted Payor.
- 4.6 Provider agrees, to the extent legally and reasonably possible and consistent with good patient care, to cooperate with Association programs designed to share medical records among Participating Providers who have contracted with Association.
- 4.7 Provider agrees to look solely to the entity designated by the Association for compensation for Health Care Services rendered to Members, and will not, under any circumstances (including nonpayment by an HCSO or other payor), assert any claim for compensation, other than for collection from Members of co-payments, payments for non-covered services, and if provided for in the applicable agreements any deductibles and coinsurance. This promise not to seek payment from the Member (except for applicable co-payments, payments for non-covered services, co-insurance and applicable deductibles) shall survive any termination of this Agreement with respect to services provided during the term of this Agreement pursuant to its terms and shall govern any agreement that Provider may have now or in the future with a Member during the term of this Agreement.
- 4.8 In presenting its claim for collection to Payors, Provider shall submit claims for payment within Ninety (90) days of the date of service or, if Patient is hospitalized, from the date of discharge. Claims submitted after Ninety (90) days may not be eligible for payment, unless otherwise specified in a specific Association/Payor contract.
- 4.9 Provider warrants that if Health Care Services are provided by a Non-Participating Provider who is providing practice coverage for Provider the Non-Participating Provider agrees to accept all payment and utilization management provisions set forth for Provider in this Agreement and shall hold Members harmless from any payment made in contravention of this Agreement.
- 4.10 Provider shall keep accurate and current medical files/records concerning Members seen pursuant to this Agreement. Medical records will be kept for the minimum time required by state and federal laws. Provider shall cooperate fully with any utilization review, peer review, and other programs that may be established by Association or contracted Payors to promote quality medical care and to monitor the cost and utilization of medical services. Provider agrees to allow Association or its designee to review all phases of Provider's patient-care activities, including, but not limited to, review and copying of medical records and inspection of Provider's facilities and practice management. Nothing in this section shall require Provider to reveal any confidential information of a Member without such Member's consent or be inconsistent with HIPAA regulations.
- 4.11 Provider shall establish and maintain procedures and controls so that no medical or enrollee information contained in Provider's records be used by or disclosed by Provider, Contractor Representatives, or Contractor's agents, officers, or employees except as provided in Section 1106 of the Social Security Act, as amended, and regulations prescribed there under.

- 4.12 Provider shall procure and shall maintain policies of general liability, professional liability with minimum coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate, and any other insurance that is required by Association during the term of this Agreement and shall provide proof of such coverage upon request.
- 4.13 Provider shall comply with all policies and procedures and protocols as established and modified from time to time by Association or contracted Payors relating to the provision of Health Care Services to Patients, including, but not limited to, policies and procedures of the Board and the various advisory committees of Association and protocols related to precertification of hospital admissions, lengths of stays, referrals to Providers and other health care providers, purchase or rental of prosthesis and durable medical equipment, and use of non-emergency ambulance service as long as such agrees with community standards for the provision of medical care.
- 4.14 Provider hereby represents and warrants that Provider is currently and for the duration of this Agreement shall remain licensed to practice Provider's health care profession in the State of Arizona, and shall comply with all State and Federal laws and regulations pertinent to such practice. Provider shall immediately notify Association in the event of loss of license.
- 4.15 In the event that Provider changes the location in which Health Care Services are provided, Provider shall notify Association not less than thirty (30) days prior to such relocation.
- 4.16 Provider shall notify the Association within ten (10) calendar days of any of the following:

(a) any action taken to restrict, suspend or revoke Provider's license to practice his or her health care profession in this state; or (b) any action taken to restrict, suspend or revoke Provider's medical staff privileges; or (c) any suit brought against Provider for malpractice and the final disposition of such action; or (d) any other situation which might materially effect Provider's ability to carry out his/her duties under this Agreement.

- 4.17 Provider warrants that the statements set forth in his/her application for membership are true and may be relied upon by Association and will continue to be true throughout the term of this Agreement and any renewal thereof unless Provider notifies Association in writing that any such statements are no longer true.
- 4.18 Provider shall comply with all of the terms contained within Exhibit A to the Provider Agreement, "Required Contract Language in Support of Medicare Advantage Agreements" attached hereto and incorporated here by this reference.

# **V. PAYMENTS**

- 51 Provider agrees that the fees payable to Provider, under the fee schedules for Health Care Services covered under the various Benefit Agreements between the Members and contracted Payors, are such fees as shall be specified by Association (or its duly designated agent) to Affiliated Provider from time to time for the various agreements for the provision of Health Care Services.
- 5.2 Provider shall be entitled to bill and collect from Patients those amounts for co-payment, non-covered services, and applicable deductibles or co-insurance identified to Provider by Association or contracted Payor under various agreements.

5.3 Provider shall obtain a valid assignment of benefits form from Patients annually and shall retain a copy of assignment in Patient's medical record. Provider may use its customary assignment form or a form furnished by Association. Provider's failure to obtain a valid assignment of benefits shall not negate the prohibition against Provider seeking from a Patient any payment for Health Care Services different from the amounts specified by Association from time to time under the various agreements.

# VI. TERMS OF AGREEMENT

- 6.1 This Agreement shall be in full force and effect for a period of one year commencing on the date first written above, and shall continue in effect under identical terms and conditions for additional one year periods thereafter unless either party terminates this Agreement in accordance with the provisions of this Article VI.
- 6.2 Either party shall have the option of terminating this Agreement, without cause, upon providing at least ninety (90) days' prior written notice to the other party. Provider may also terminate as a Participating Provider with a Payor upon providing Association with ninety (90) days' prior written notice.
- 6.3 Except as provided otherwise in this Agreement, Provider shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to Association of a material breach of this Agreement. Remedy of such breach by Association within twenty (20) days of the receipt of such notice shall revive the Agreement in effect for the remainder of its term, subject to any other properly exercised rights of termination contained in this section, in any other provision of this Agreement, or in the rules and procedures, Articles of Incorporation or Bylaws of Association as in force at time of termination.
- 6.4 In addition to the right to terminate without cause in Section 6.2, Association shall have the right to terminate or not to renew this Agreement on the terms and conditions of the policies and procedures, Articles of Incorporation, and Bylaws of Association as then in force. This includes the non payment of ASPA Membership Dues.
- 6.5 Each party acknowledges the right and obligation of the other to inform Patients that this Agreement has been terminated. If a Patient is under active treatment by Provider on the date this Agreement terminates, Provider shall abide by all the laws and ethical principles against the abandonment of patients and will accept Association's reimbursement schedule for this patient during the course of treatment. Following any notice of termination, Provider shall fully cooperate in all matters relating to the orderly transfer of Patient care to other Participating Providers.
- 6.6 This Agreement shall automatically terminate upon the revocation or suspension of Provider's license.

# **VII. ARBITRATION**

- 7.1 Before instituting arbitration under the terms of this Agreement, Provider must exhaust any and all administrative relief that is available under the Articles of Incorporation, Bylaws, or policies and procedures of Association then in force. The parties agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement.
- 7.2 If any dispute or controversy arising out of this Agreement is not covered by duly adopted policies and procedures of Association and cannot be informally settled by the parties, such controversy or dispute

shall be submitted to arbitration in Phoenix, Arizona, and for this purpose each party hereby expressly consents to such arbitration in such place. If the parties cannot mutually agree upon an arbitrator to settle their dispute or controversy, each party shall then select one arbitrator and the two arbitrators so selected shall select a third person who shall be the third arbitrator. The decision of the arbitrator shall be binding upon the parties hereto for all purposes, and judgment to enforce any such binding decision may be entered in Superior Court, Maricopa County, Arizona. For this purpose each party hereby expressly and irrevocably consents to the jurisdiction of said court. If either party fails to select any arbitrator within fifteen (15) days after written demand from the other party to do so, or if the two arbitrators selected fail to select a third person to serve as arbitrator within fifteen (15) days after the last of such selected arbitrators is appointed the then Presiding Civil Judge of the Maricopa County Superior Court shall select such arbitrator, or at the election of the parties hereto, the arbitrator shall be selected pursuant to the then-existing rules and regulations of the American Arbitration Association governing commercial transactions. At the request of either party, arbitration proceedings shall be conducted in utmost secrecy. In such case, all documents, testimony and records shall be received, heard, and maintained by the arbitrator in secrecy, available for inspection only by either party and by their attorneys and experts who shall agree, in advance and in writing, to receive all such information in secrecy. In all other respects, the arbitrator shall conduct all proceedings pursuant to the Uniform Arbitration Association governing commercial transactions to the extent such rules and regulations are not inconsistent with such Act or this Agreement.

- 7.3 Nothing contained herein is intended to create nor shall it be construed to create any right of any Patient to initiate independently the arbitration procedure specified in Section 8.2 above. This limitation shall also apply to Association and to Provider to prevent either or both parties from initiating such procedure in any representative capacity on behalf of a Patient.
- 7.4 Each party agrees to provide timely notice to each other if either party becomes aware of facts of circumstances which indicate a reasonable possibility of litigation with any third person or entity and which are relevant to any rights, obligations, or other responsibilities or duties provided for under this Agreement with respect to any party hereto. Each party further agrees not to counsel or encourage any third party or entity to pursue litigious action against the other party.

#### VIII. INDEPENDENT CONTRACTOR

- 8.1 Provider enters into this Agreement as an independent contractor and not otherwise and this Agreement does not make Provider or Association employees, agents, partners, or joint venturers of the other. Provider shall not publicize any relationship with Association without prior written permission. This Agreement in no way prevents Provider from participating in or contracting with any payor organization, other health care service organization or health care systems.
- 8.2 Provider agrees that, in the case of dual contracts with any Payor, the contract between Payor and Association will become the primary contract for Provider's services unless Provider notifies Association in writing of desire to act otherwise.
- 8.3 Nothing in this Agreement shall be construed or deemed to create, between the parties of this Agreement or Payors, a relationship of employer and employee or principal and agent, or any relationship other than that of independent parties contracting solely for the purpose of carrying out the provisions of this Agreement. Neither party shall be liable to third parties for acts or omissions of agents, representatives or employees of the other party.

#### **IX. NOTICES**

- 9.1 Any notice required to be given pursuant to the terms and provisions of this Agreement, unless otherwise indicated herein, shall be in writing and shall be sent by certified mail, return receipt requested, postage pre-paid, to Association and to Provider at the addresses appearing at the end of this Agreement. Notwithstanding the above, information pertaining to participation with new or existing Payors shall be sent via fax, e-mail or other electronic medium as determined appropriate by Association.
- 9.2 Notices shall be deemed received upon receipt by the addressee.

#### X. MODIFICATIONS

Association and Provider expressly intend that the terms of this totally integrated writing shall comprise the entire Agreement between the parties and shall not be subject to rescission, modification, or waiver except as defined in a subsequent written instrument executed by both parties hereto and, if required by applicable law, approved by the Arizona Department of Insurance.

#### XI. INVALIDITY OR UNENFORCEABILITY

The invalidity or unenforceability of any terms or provisions hereof shall in no way affect the validity or enforceability or any other term or provision.

# XII. ATTORNEY'S FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs from the other party, which fees may be sat by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.

#### XIII. MISCELLANEOUS

- 13.1 No waiver of any right hereunder shall be effective for any purpose unless it is in writing and signed by the party waiving such rights and shall not constitute waiver of any other right.
- 13.2 No right created under the provisions of this Agreement may be assigned and no duty hereunder may be delegated without the prior written consent of the other party.
- 13.3 Each party hereto agrees to perform all such acts as reasonably may be necessary to fulfill the purposes and intent of this Agreement. The toleration by either party of defective performance of any provision of this Agreement shall not be construed as a waiver of either the right to performance or the terms and conditions expressed in this Agreement.
- 13.4 The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Arizona, as they may exist from time to time.

EXECUTED on the day and year written above.

#### **PROVIDER AGREEMENT**

#### REQUIRED CONTRACT LANGUAGE IN SUPPORT of ALL MEDICARE ADVANTAGE AGREEMENTS

WHEREAS, Arizona State Physicians Association, ("ASPA") has or intends to contract directly with a Medicare Advantage Plan ("Contractor") who in turn has or seeks to have a contract with the Center for Medicare and Medicaid Services ("CMS") to provide, arrange for or administer the provision of health care services to Medicare beneficiaries; and

WHEREAS, ASPA has or obtains contracts with Providers, hospitals and other health care practitioners and entities ("Providers") to provide, arrange for or administer at pre-determined rates, the delivery of such health care services; and

WHEREAS, ASPA and Contractor desire to effect a contract to allow Contractor to provide covered health care services to Medicare beneficiaries enrolled with Contractor; and

WHEREAS, Medicare Advantage Plan, Arizona State Providers Association and Providers have negotiated a Definitive Agreement (the "Definitive Agreement")

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the parties hereto hereby agree as follows:

#### **SECTION 1 DEFINITIONS**

Centers for Medicare and Medicaid Services (CMS) means the agency within the Department of Health and Human Services that administers the Medicare program

Medicare Advantage Plan means a health plan that has entered into a contract with CMS to provide services to Medicare beneficiaries under the Medicare Advantage Program.

Medicare Advantage is an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.

Member means an individual who has enrolled in or elected coverage through a Medicare Advantage Plan. A Member is also known as an enrollee.

#### SECTION 2 EFFECTIVE DATE; SCOPE

This Addendum A is effective as of the date first written in the **Definitive** agreement ("Effective Date"). This Addendum A shall only apply to the provision of covered Medicare Program health care services to Medicare beneficiaries enrolled with Contractor.

# SECTION 3 FINANCIAL AGREEMENTS.

Revised June 17, 2011

Contractor shall pay to Participating Providers and Participating Providers shall accept as payment in full from Contractor for services rendered to Contractor members. Contractor agrees that all "clean" claims are processed and paid within thirty (30) days from date of receipt. Amounts to be agreed upon by the parties hereto. Participating Provider shall have the right to determine on a case-by-case basis with which Contractors he or she wishes to become a Participating Provider. [42 CFR 422.520 (b)].

#### SECTION 4 MEDICARE ADVANTAGE REQUIREMENTS

Provider agrees to comply with the requirements set forth in this addendum for Medicare Members.

- 1. Inspection and Audit of Records and Facilities. Provider shall provide access at reasonable times upon demand by Provider and Government Agencies to periodically audit or inspect the facilities, offices, equipment, books, documents and records of Provider relating to the performance of the Addendum and the Medicare Covered Services provided to Medicare Members, including without limitation, all phases of professional and ancillary medical care provided or arranged for Medicare Members by Provider, Medicare Member medical records and financial records pertaining to the cost of operations and income received by Provider for Medicare Covered Services rendered to Medicare Members. Such access shall be limited to that necessary to perform the audit. Provider shall comply with any requirements or directives issued by Provider and Government Agencies as a result of such evaluation, inspection or audit of Provider. Provider shall retain the books and records described in this Section for at least ten (10) years and acknowledge that Government Agencies may have the right to inspect and audit Provider's books and records for ten (10) years beyond termination of the Addendum or until the conclusion of any governmental audit that may be initiated that pertains to such records, whichever is latest unless: (i) the CMS determines there is a special need to retain a particular record or group of records for a longer period and notifies Contractor or Provider at least thirty (30) days before the normal disposition date; (ii) there has been a termination, dispute, or fraud or similar fault by Provider, in which case the retention may be extended to ten (10) years from the date of any resulting final resolution of the termination, dispute, or fraud or similar fault; or (iii) the CMS determines that there is a reasonable possibility of fraud, in which case it may inspect, evaluate, and audit Provider at any time. Without limiting the foregoing, following the commencement of any audit by a Government Agency, Provider shall retain its relevant books and records until completion of said audit. The provisions of this Section shall survive termination of the Addendum for the period of time required by State and Federal Law. [42 CRF 422.504 (e) (4) and 422.504(i)(2)(i) and (ii)]
- 2. Compliance. Provider agrees to comply with Contractor's policies and procedures and all applicable Federal, State and local laws, rules and regulations, now or hereafter in effect, including but not limited to 42 CFR §422.118 and 422.504 (a)(13) regarding the performance of Provider's obligations hereunder, including without limitation, laws or regulations governing the record timeliness, adequacy and accuracy, Medicare Member and Beneficiary privacy and confidentiality along with the appeal and dispute resolution procedures related to Covered Services provided to a Medicare Member, to the extent that they directly or indirectly affect Provider, Provider's facilities or Contractor and bear upon the subject matter of this Addendum.
- 3. <u>Applicable Federal Laws</u>. The compensation payable to Provider pursuant to the Addendum consists of Federal funds; accordingly, Provider acknowledges that Provider shall be required to comply with certain laws applicable to entities and individuals receiving Federal funds.
- 4. <u>Nondiscrimination</u>. Provider understands that CMS requires compliance with the provision of

this Section as a condition for participation in Medicare plans. Provider and Contractor Representatives shall comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. Section 200d et. seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794) and the regulation there under, Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Section 1681 et. seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. Section 6101 et. Seq.), Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended (42 U.S.C. Section 9849), the Americans With Disabilities Act (P.L. 101-365) and all implementing regulations, guidelines and standards as are now or may be lawfully adopted under the above statutes.

- 5. CMS Agreement Compliance and Delegation Requirements. PROVIDER shall comply with all requirements in the CMS Agreement, which are applicable to Provider as a result of the Addendum. Without limiting the foregoing, Provider shall ensure that all provisions of the CMS Agreement, which are applicable to Provider and Providers representatives, are included in any of Contractor's subcontracts. A copy of the CMS Agreement shall be made available to Provider upon Provider's request. Provider shall comply with Title XVIII of the Social Security Act and the regulations adopted there under by CMS for the Medicare program. [42CFRs 422.504(i)(3)(iii) and 422.504(i)(4)]
- 6. Medicare Participation Standards. Provider and Contractor Representatives shall meet the standards for participation and all applicable requirements for providers of health care services under the Medicare program. In addition, Provider shall require that all facilities and offices utilized by Provider to provide Medicare Covered Services to Medicare Members shall comply with facility standards established by CMS.
- **7.** <u>Certification of Truth and Accuracy.</u> Provider is required to submit claims or other data to the contractor that includes a certification from the Provider, that such data is accurate, complete and true.
- **<u>8.</u>** <u>Submission of Claims.</u> Provider agrees to submit appropriate encounter to Contractor regardless of payment methodology.
- **9.** No Billing of Medicare Members (Medicare Member Hold Harmless Provision). Provider hereby agrees that in no event, including, without limitation, non-payment by Contractor, Contractor's insolvency or breach of the Agreement, shall Provider or any Participating Provider covering for Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against a Medicare Member or person, other than Contractor, acting on his or her behalf, for Medicare Covered Services provided pursuant to the Addendum. This provision shall not prohibit collection of deductibles, co-payments, co-insurance and/or non-Medicare Covered Services, which have not otherwise been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits, from Medicare Members in accordance with terms of the Medicare Member's Subscriber Agreement and Coverage Description.

Provider shall not maintain any action at law or equity against a Medicare Member to collect sums owed by Contractor to Provider. Upon notice of any such action, Contractor may terminate the Addendum as provided above and take all other appropriate action consistent with the terms of the Addendum to eliminate such charges, including, without limitation, requiring Provider to return all sums collected as surcharges from Medicare Members or their representatives. For purposes of the Addendum, "Surcharges" are additional fees for Medicare Covered Services, which are not disclosed to Medicare Members in the Subscriber Agreement and Evidence of Coverage, are not allowable copayments and are not authorized by the Addendum. Nothing in the Addendum shall be construed to prevent Provider from providing non-Medicare Covered Services on a usual and customary fee-forservice basis to Medicare Members provided that Provider has requested that a Medicare Member sign a waiver indicating the Medicare Member's financial responsibility for charges for non-Medicare Covered Services and as long as Medicare Member is informed by Provider that said services are non-Medicare Covered Services prior to being rendered and that Medicare Member signs such waiver prior to or at the time non-Medicare Covered Services are rendered. [422.504(g)(1)(i); 422.504(i)(3)(i)]

Provider agrees that cost sharing for dual eligible Member is limited to the Medicaid (including Medi Cal & AHCCCS) cost sharing limits and that for those dual eligible Members the Provider will accept the Medicare Advantage Plan payment as payment-in –full or will separately bill the appropriate state source for any amounts above the Medicaid (Medi Cal & AHCCCS) cost sharing. [422.504(g)(1)(iii)].

- <u>10. Accountability and Contractor Cooperation</u>. Provider acknowledges and agrees that Contractor shall remain accountable to CMS for complying with its obligations under the CMS Agreement. Provider shall cooperate with Contractor in CMS required oversight activities.
- **11. Confidentiality of Medicare Member Records.** Provider shall establish and maintain procedures and controls so that no medical or enrollee information contained in Provider's records be used by or disclosed by Provider, Contractor Representatives, or Contractor's agents, officers, or employees except as provided in Section 1106 of the Social Security Act, as amended, and regulations prescribed there under. [42CFRs 422.118 and 422.504 (a)(13)]
- **12.** Compliance with Reporting Requirements. Provider shall cooperate with Contractor in submitting to the DHHS statistical and encounter data pertaining to Medicare Covered Services provided by Provider, and any other reports that DHHS may reasonably request to carry out its functions under the Medicare Advantage program as specified in Sec 422.310 (risk adjustment data) and Sec 422.516 (informational data). [42 CFR.504(a)(8)]
- **<u>13.</u>** <u>**Compliance with Policies and Procedures.**</u> Provider shall comply with all Contractor policies and procedures.
- **14.** Specific Provisions Pertaining to Benefits, Coverage and Beneficiary Protections. Without limiting any of Provider's other obligations under this Addendum, Provider specifically agrees to comply with the following policies and procedures:
  - a. Contractor's policies pertaining to the collection of co-payments, which prohibit the Collection of co-payments for routine injections, routine immunizations, flu immunizations, and the administration of pneumococcal/pneumonia vaccine.
  - b. Contractor's policies pertaining to pre-certification which provide that Medicare Members may directly access a contracted provider for mammography and influenza vaccinations and women's health specialists for routine and preventative health care.
  - c. Contractor's policies pertaining to complex and serious conditions, which provide for procedures to identify, assess, and establish treatment plans for persons with complex or serious medical conditions.

d. Contractor's policies pertaining to enrollment and assessment of new Medicare Members including requirements to conduct a health assessment of all new Medicare Members within ninety (90) days of the effective date of their enrollment.

# **<u>15.</u>** Term of Addendum, Renewal and Termination.

- a. <u>Termination without Cause</u>. This Addendum may be terminated at any time by either party without cause upon thirty (30) days prior written notice to the other party.
- b. <u>**Termination of CMS Agreement.**</u> In the event that CMS Agreement is not executed, or is terminated or not renewed, the provisions of this Addendum relating to the Medicare Members shall automatically terminate, unless otherwise specified by ASPA.
- c. <u>Medicare Advantage Termination</u> The termination provisions contained in this Addendum shall permit Contractor to terminate the Provider with respect to Medicare Members in accordance with the terms contained in the applicable provision. In the event Provider or Contractor terminates this Addendum with respect to Medicare Members, the Agreement shall not terminate with respect to non-Medicare Members.
- **16.** <u>Survival of Provisions following Termination</u>. Provider agrees that the provisions of this Section and the obligations of Provider herein shall survive termination of this Addendum regardless of the cause giving rise to such termination, and shall be construed to be for the benefit of Medicare Members.

# **SECTION 5 NOTICE**

Any notice required or permitted to be given pursuant to this Addendum shall be submitted in writing to the Arizona State Providers Association at the addresses below:

Arizona State Physician Association 3030 North Central Avenue, Suite 1405 Phoenix, AZ 85012 Attn: Executive Director

**<u>1.</u>** <u>Medicare Participation.</u> Provider agrees to immediately notify ASPA if he/she is excluded from participation in Medicare.

# **SECTION 6 GENERAL PROVISIONS**

- **1.** <u>Confidentiality</u>. The parties acknowledge that as a result of this Agreement, each may have access to certain trade secrets and other confidential and proprietary information of the other. Each party shall hold such trade secrets and other confidential and proprietary information, including the terms and conditions of this Agreement, in confidence and shall not disclose such information, either by publication or otherwise, to any person without the prior written consent of the other party except as may be required by law and except as may be required to fulfill the rights and obligations set forth in this Agreement.
- **<u>2.</u>** <u>Assignment and Delegation of Duties</u>. Neither party may assign duties, rights nor interests under this Agreement unless the other party shall so approve by written consent.

**<u>3.</u>** <u>Interpretation</u>. The validity, ability to enforce, and interpretation of this Agreement shall be governed by any applicable federal law and by the applicable laws of the state of Arizona.

#### 4. Amendment.

- (a) This Addendum may not be amended without a written notice signed by both of the parties hereto.
- (b) In the event that state or federal law or regulation should change, alter or modify the present services, levels of payments, or standards of eligibility of Medicare members, such that the terms, benefits and conditions of this Agreement must be changed accordingly, then upon notice from Contractor, Provider shall continue to perform services under this Addendum as modified.

# END OF ADDENDUM