

CONSULTANT OR BILLING COMPANY POLICY AND ATTESTATION FORM



An Independent Licensee of the Blue Cross Blue Shield Association

Before AZ Blue provides information to or works with a consultant or billing company, the provider must read the attached policy and complete and sign the following attestation form. AZ Blue, the provider, and all individuals who will be receiving confidential information must also sign AZ Blue's separate, non-disclosure agreement.

PROVIDER AND THIRD-PARTY INFORMATION		
Consultant or billing company name	Person(s) who will participate in the confidential communications	
Provider organization name	Provider tax ID number	Provider NPI number
Name and email address for provider contact overseeing the consultant or billing company		
Name:	Email:	
Name, tax ID, and NPI for all providers being represented by this consultant or billing company (attach a separate list if necessary)		

THIRD-PARTY RESPONSIBILITIES AND SCOPE OF AUTHORITY
Check all that apply
Negotiations for: <input type="checkbox"/> Contract Terms and Conditions <input type="checkbox"/> Rates
<input type="checkbox"/> Claims/Billing <input type="checkbox"/> Appeals and Grievances
<input type="checkbox"/> Other (please specify):
Describe any material limitations

ATTESTATION
I am _____ (provider name and title).
I have authorized _____ (consultant or billing company name) to work with AZ Blue in the capacity(ies) indicated above.
By entering my name in the electronic signature field below, I attest that I have read and will comply with AZ Blue's policy for the use of a non-employee consultant or billing company, will monitor the actions of the third party, and engage in the negotiation/billing/other activities in accordance with the policy.
/s/ _____ / / _____
AUTHORIZED ELECTRONIC SIGNATURE DATE

Please **SAVE, attach**, and email this attestation form to: ProvNet@azblue.com
Or **fax** to: AZ Blue Provider Partnerships **602-864-3142**

Provider Consultant and/or Billing Company Policy

The *Provider Consultant and/or Billing Company Policy* defines how AZ Blue will conduct provider engagement and contract negotiations when a provider appoints a third-party consultant and/or billing company to lead or assist with contract negotiations, billing, claim submission, and/or claim disputes.

AZ Blue respects a provider's decision to engage external experts for assistance, yet still requires provider engagement in negotiations and discussions to ensure the opportunity for direct communication between the provider and AZ Blue. Direct communication includes the following benefits:

- Builds effective, open, and honest communications and good faith negotiations
- Enables timely responses between AZ Blue and the provider
- Shortens the implementation time periods after rates are agreed upon

Definitions

Consultant: An individual or business entity that a current or prospective AZ Blue network provider has retained to provide expertise and knowledge with regard to provider contract negotiations. A consultant is not an employee or business affiliate (e.g., parent company, sister company) of the provider.

Billing Company: A third-party independent contractor or business entity that a provider retains to assist in billing and submitting claims to AZ Blue, and in resolving claims disputes. A billing company is not an employee or business affiliate of the provider.

Biller-Consultant: An individual or business entity that a provider retains to render services as both a consultant and a billing company.

Requirements for provider use of a consultant or billing company

Before AZ Blue provides information to or works with a consultant or billing company, the provider must submit the following:

1. *AZ Blue's attestation form*, completed and signed, appointing the third party and outlining the specific responsibilities (e.g., rate negotiations only, or all contract terms and conditions) and scope of authority (e.g., contract negotiations, billing, or appeals). The attestation form includes:
 - Names and contact information for the provider and third-party consultant or billing company
 - Name, tax ID, and NPI for all providers the consultant or billing company is representing
 - Third-party responsibilities and scope of authority
 - A statement authorizing the consultant to negotiate with AZ Blue and bind the provider to matters within the indicated scope of authority
 - A signed attestation promising to:
 - Comply with the AZ Blue policy on use of a non-employee consultant or billing company
 - Monitor the actions of the third party
 - Engage in the negotiation, billing, or other activities in accordance with the policy
2. *AZ Blue's confidentiality agreement*, signed by AZ Blue, the provider, and all individuals who will be receiving confidential and proprietary information.

Provider Consultant and/or Billing Company Policy

Limitations on use of consultants

AZ Blue limits consultants to working with a single provider in each specialty or broad provider type for a fixed period of time that includes an interim period of 12 months following the conclusion of the negotiation.

- By specialty, we mean the provider's specialty certification such as cardiology, neurology, radiology, anesthesiology. By broad provider type we mean facility type such as hospitals and surgery centers, and also professional providers rendering the same types of services and using the same type of billing (e.g., oncology groups, anesthesiology groups, primary care groups).
- By fixed period of time, we mean that we will not share information with any consultant attempting to represent more than one provider in the same specialty area or provider type, any sooner than 12 months following the completion date of the previous negotiation. Completion is the date that AZ Blue executes a contract/amendment documenting the terms of the negotiation.
- AZ Blue will strictly enforce the requirement in its provider contract that prohibits providers from sharing rate and pricing information.

Provider requirements for contract negotiations

For contract negotiations, AZ Blue requires that:

1. The provider be present at the initial substantive teleconference, online, or in-person meeting, to discuss the provider's contract.
 - If the provider is a group, then presence of the provider is satisfied with presence of the lead provider who has authority to negotiate on behalf of all providers in the group.
 - If the provider is a hospital, then presence of the provider is satisfied with presence of an officer with full negotiating authority.
2. The provider attends at least 50 percent of the contract discussions, either in person, by online meeting, or by phone.
3. AZ Blue sends all contract documents to the provider. The provider is responsible for sharing them with the consultant and for ensuring the consultant's appropriate use and handling of the documents.
4. The provider responds with written acceptance of the final negotiated rates before AZ Blue prepares the formal amendment or contract.

Termination of consultant participation

AZ Blue may decline to work with a consultant or terminate communications with a consultant for the following reason(s):

- The consultant has violated the terms of the current or a prior confidentiality agreement.
- The consultant currently represents another provider in the same specialty/provider type, as determined by AZ Blue in its sole discretion, or has represented a provider in the same specialty/provider type within the 12-month interim period as defined above.
- The consultant has failed to communicate AZ Blue proposals to the provider.
- The consultant has engaged in dishonest or abusive behavior during negotiations.
- The provider is not meeting the direct participation requirements described above.