

# AMERICAN SPECIALTY HEALTH

## CONTRACT YEAR 2024 ATTESTATION OF COMPLIANCE AND ACKNOWLEDGMENT OF COMPLIANCE OBLIGATIONS

### Consolidated Attestation

ASH<sup>1</sup> contracts with Medicare Advantage Organizations, Medicaid Managed Care Plans and Qualified Health Plan (“QHP”) Issuers to provide benefits to their members. Because these programs are paid for with federal and/or state tax dollars there are specific compliance requirements that Medicare Advantage Organizations, Medicaid Managed Care Plans and/or QHP Issuers require ASH and its Contracted Providers meet. For purposes of this attestation, “Contracted Providers” includes all contracted practitioners, contracted providers, credentialed practitioners and contracted virtual providers who are contracted to provide health care services to Medicare Advantage, Medicaid and/or QHP beneficiaries.

To satisfy these requirements, ASH requires its Contracted Providers to complete an annual attestation to demonstrate compliance with the below compliance requirements. Please complete this attestation and save in your records. This attestation must be kept in accordance with the record retention guidelines in your Practitioner/Provider Services Agreement.

Please note that ASH actively requests Contracted Providers to submit this attestation and supporting evidence to ASH in support of client obligations and ongoing audits. Failure to supply the attestation and requested evidence to ASH by the due date communicated could result in you no longer being eligible for reimbursement for services provided to Medicare, Medicaid and QHP members through ASH.

For Contracted Providers eligible to treat Fallon Medicare, Medicaid and/or QHP members in Massachusetts or New Hampshire, you must sign and return this attestation to [providereducation@ashn.com](mailto:providereducation@ashn.com) or by fax to 1-866-545-2746 by the date communicated by ASH.

The below-named individual hereby attests that they have complied with all provisions in their Practitioner/Provider Services Agreement and Operations Manual including but not limited to:

1. Compliance with Medicare, Medicaid and/or QHP Laws and Regulations: Contracted Provider complies with all applicable Medicare, Medicaid and/or QHP laws and regulations as outlined in their Practitioner/Provider Services Agreement and Operations Manual.

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<sup>1</sup> Collective references to "ASH" include both American Specialty Health Plans of California, Inc. and American Specialty Health Group, Inc.

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2. Screening for Exclusions from Government Programs: Contracted Provider checks all employed and contracted persons<sup>2</sup> involved in the administration or delivery of Medicare Part C, Medicaid and/or QHP benefits against the List of Excluded Individuals/Entities ("LEIE") list maintained by the Office of the Inspector General ("OIG"), the System for Award Management ("SAM") list maintained by the General Services Administration ("GSA") and any state published Medicaid exclusion lists (collectively "Exclusions Lists") prior to hire or contracting and monthly thereafter. If Contracted Provider finds any employed or contracted persons on the Exclusion Lists, Contracted Provider must notify ASH immediately of such finding. For more information on how to access the Exclusion Lists mentioned above, please refer to the Exclusion Checks Guide on the ASHLink® online service. Contracted Provider must maintain proof of the checks being performed in accordance with the record retention requirements in their Practitioner/Provider Services Agreement.
3. General Compliance and Fraud, Waste and Abuse Training: Contracted Provider completes a General Compliance and Fraud, Waste and Abuse Training program that reflects a commitment to compliance and detecting, preventing, and correcting fraud, waste and abuse. Contracted Provider can complete the General Compliance and Fraud, Waste and Abuse Training that is available on ASHLink or a substantially similar training. The training is also provided to all employed and contracted persons involved in the administration or delivery of Medicare Part C, Medicaid and/or QHP benefits, within 30 days of initial hire or contracting, and annually thereafter. Contracted Provider must maintain records of the date, time, attendance, topics, training materials and results of training in accordance with the record retention requirements in their Practitioner/Provider Services Agreement.
4. Code of Conduct & Ethics Program (inclusive of conflict of interest issues): Contracted Provider acknowledges that ASH has provided its Code of Conduct and Ethics Program and has made it available to its employed and contracted persons that interact with members through ASH. As a reminder, the Code of Conduct & Ethics Program is readily available on ASHLink.
5. Record Retention: Contracted Provider retains records related to the items noted above and for services it provides under their Practitioner/Provider Services Agreement in support of ASH's contracts with Medicare Advantage Organizations, Medicaid Managed Care Plans and QHP Issuers for at least ten (10) years after the final date of the applicable member benefit plan contract period.

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<sup>2</sup> The term "employed and contracted persons" includes any employees, temporary employees, volunteers, interns, consultants, governing body members and Contracted Provider's downstream entities.

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- 6. Offshore Contracting: Contracted Provider attests that it does not send, store or transmit Protected Health Information (PHI) or claims data outside the United States of America or its territories.

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Signature of Contracted Provider

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Date

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Please Print or Type Name of Signing Provider