



**Notice of Request for Proposal**

**SOLICITATION # YH18-0017**

**SMI ELIGIBILITY DETERMINATION**

**SECTION A:  
SOLICITATION PAGE**

**Procurement Officer:**

Mark Held

Senior Procurement Specialist

AHCCCS

701 E. Jefferson, MD5700

Phoenix, Arizona 85034

Telephone: 602-417-4094

E-Mail: [SMIEligDet\\_RFP@azahcccs.gov](mailto:SMIEligDet_RFP@azahcccs.gov)

Issue Date: March 15, 2018

**LOCATION: ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM ADMINISTRATION (AHCCCS)**

Procurement Office (First Floor)

701 E. Jefferson, MD 5700

Phoenix, AZ 85034

DESCRIPTION:

**SMI ELIGIBILITY DETERMINATION**

PROPOSAL DUE DATE:

**MAY 14, 2018**

AT 3:00 P.M.  
ARIZONA TIME

Pre-Proposal Conference: A Pre-Proposal Conference has **NOT** been scheduled.

**QUESTIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED TO THE PROCUREMENT OFFICER NAMED ABOVE, IN WRITING, VIA E-MAIL BY MARCH 26, 2018 5:00PM ARIZONA TIME ON THE QUESTIONS AND ANSWERS FORM PROVIDED WITH THIS RFP. ANSWERS TO ALL QUESTIONS WILL BE POSTED ON THE AHCCCS WEBSITE IN THE FORM OF A SOLICITATION AMENDMENT FOR THE BENEFIT OF ALL POTENTIAL OFFERORS.**

In accordance with A.R.S. §36-2906, which is incorporated herein by reference, competitive sealed proposals will be received electronically as required in this Solicitation, until the time and date cited. A listing of the Names of the Offerors who submitted a proposal by the correct time and date will be posted to the AHCCCS website.

**Late proposals shall not be considered.**

Proposals must be submitted electronically as required in this Solicitation document.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the person named above. Requests should be made as early as possible to allow time to arrange the accommodation.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**



**Notice of Request for Proposal**

**SOLICITATION # YH18-0017**

**SMI ELIGIBILITY DETERMINATION**

**SECTION A:  
OFFER AND ACCEPTANCE FORM**

The undersigned Offeror hereby agrees to provide all services in accordance with the terms and requirements stated herein, including all exhibits, amendments, and final proposal revisions (if any). Signature also certifies Small Business Status.

Arizona Transaction (Sales) Privilege Tax License No.:  
\_\_\_\_\_

For clarification of this offer, contact:  
Name: \_\_\_\_\_

Federal Employer Identification No.:  
\_\_\_\_\_

Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Title

**CERTIFICATION**

By signature in the Offer section above, the Offeror certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror \_\_\_\_\_ is / \_\_\_\_\_ is **not** a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. The Offeror is in compliance with A.R.S. §18-132 when offering electronics or information technology products, services, or maintenance; and
6. The Offeror certifies that it is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

**ACCEPTANCE OF OFFER (to be completed by AHCCCS)**

Your offer, including all exhibits, amendments and final proposal revisions (if any), contained herein, is accepted. The Contractor is now bound to provide all services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by AHCCCS.

The Contractor is cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives purchase order, contract release document or written notice to proceed.

This contract shall henceforth be referred to as Contract No. \_\_\_\_\_.  
CONTRACT SERVICE START DATE: \_\_\_\_\_.  
AWARD DATE: \_\_\_\_\_

\_\_\_\_\_  
**MEGGAN HARLEY, CPPO, MSW, AHCCCS Chief Procurement Officer**

**TABLE OF CONTENTS**

SECTION A: ..... 1  
     SOLICITATION PAGE ..... 1  
     OFFER AND ACCEPTANCE FORM ..... 2  
 SECTION B: SERVICE AND FUNDING ..... 4  
 SECTION C: DEFINITIONS ..... 5  
 SECTION D: SCOPE OF WORK ..... 13  
     1. INTRODUCTION ..... 13  
     2. SCOPE OF SERVICES ..... 13  
     3. QUALITY MANAGEMENT (QM) ..... 15  
     4. CULTURAL COMPETENCY ..... 16  
     5. COMMUNICATION GUIDELINES ..... 16  
     6. INFORMATION SYSTEMS ..... 17  
     7. DATA EXCHANGE AND DATA COLLECTION REQUIREMENTS ..... 18  
     8. GRIEVANCE AND APPEAL REQUIREMENTS ..... 19  
     9. ADMINISTRATIVE REQUIREMENTS ..... 21  
     10. AHCCCS GUIDELINES, POLICIES AND MANUALS ..... 23  
     11. STAFFING REQUIREMENTS ..... 23  
     12. SMI ELIGIBILITY DETERMINATION RECORD(S), SUPPORTING DOCUMENTATION, AND SMI  
         ELIGIBILITY DETERMINATION REPORT ..... 26  
     13. CONTINUITY OF OPERATIONS AND RECOVERY ..... 28  
     14. LEGISLATIVE, LEGAL, AND REGULATORY ISSUES ..... 28  
     15. CORPORATE COMPLIANCE ..... 29  
     16. MONITORING REQUIREMENTS ..... 32  
     17. FINANCIAL MANAGEMENT ..... 35  
     18. PROVIDER REGISTRATION ..... 36  
     19. PENDING ISSUES ..... 37  
 SECTION E: TERMS AND CONDITIONS ..... 38  
 SECTION F: ATTACHMENTS ..... 56  
     ATTACHMENT F1: CHART OF DELIVERABLES ..... 56  
 SECTION G: INSTRUCTIONS TO OFFERORS ..... 62  
 SECTION H: EXHIBITS ..... 77  
     EXHIBIT A: OFFEROR’S CHECKLIST ..... 77  
     EXHIBIT B: OFFEROR’S CERTIFICATION REGARDING BOYCOTT OF ISRAEL ..... 78  
     EXHIBIT C: INSTRUCTIONS TO SECURED FILE TRANSFER PROTOCOL (SFTP) ..... 79  
     EXHIBIT D: AHCCCS QUESTIONS AND ANSWERS FORM ..... 81  
     EXHIBIT E: PROPOSED SUBCONTRACTS TEMPLATE ..... 82  
 SECTION I: HIPAA BUSINESS ASSOCIATE ADDENDUM ..... 83

**SECTION B: SERVICE AND FUNDING**

The Contractor shall provide services as described in this Contract. This section will be amended to include rates awarded to the Successful Offeror and Contractor-specific requirements.

[END OF SECTION B: SERVICE AND FUNDING]

**SECTION C: DEFINITIONS**

<b>ARIZONA ADMINISTRATIVE CODE (A.A.C.)</b>	State regulations established pursuant to relevant statutes. Referred to in Contract as “Rules.” AHCCCS Rules are State regulations which have been promulgated by the AHCCCS Administration and published by the Arizona Secretary of State.
<b>AGENT</b>	Any person who has been delegated the authority to obligate or act on behalf of a provider [42 CFR 455.101].
<b>AHCCCS CONTRACTOR OPERATIONS MANUAL (ACOM)</b>	The ACOM provides information related to AHCCCS Contractor operations and is available on the AHCCCS website at <a href="http://www.azahcccs.gov">www.azahcccs.gov</a> .
<b>AHCCCS MANAGED CARE ORGANIZATION</b>	An organization or entity that has a prepaid capitated Contract with AHCCCS pursuant to A.R.S. §36-2904, §36-2940, or §36-2944 to provide goods and services to members either directly or through subcontracts with providers, in conformance with Contractual requirements, AHCCCS Statute and Rules, and Federal law and regulations.
<b>AHCCCS MEDICAL POLICY MANUAL (AMPM)</b>	The AMPM provides information regarding covered health care services and is available on the AHCCCS website at <a href="http://www.azahcccs.gov">www.azahcccs.gov</a> .
<b>APPEAL</b>	The request for review of an adverse decision relating to an SMI Eligibility Determination, as set forth in A.A.C. R9-21-401.
<b>APPLICANT</b>	An individual who (a) submits an application for behavioral health services under A.A.C. Title 9, Chapter 21, or on whose behalf an application has been submitted, or (b) is referred for a determination of eligibility for behavioral health services, as defined in A.A.C. R9-21-101.
<b>ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM (AHCCCS)</b>	Arizona’s Medicaid Program, approved by the Centers for Medicare and Medicaid Services as a Section 1115 Waiver Demonstration Program and described in A.R.S. Title 36, Chapter 29.
<b>ARIZONA LONG TERM CARE SYSTEM (ALTCS)</b>	An AHCCCS program which delivers long-term, acute, behavioral health and case management services as authorized by A.R.S. §36-2931 et seq., to eligible members who are either elderly and/or have physical disabilities, and to members with developmental disabilities, through Contractual agreements and other arrangements.

<b>ARIZONA REVISED STATUTES (A.R.S.):</b>	Laws of the State of Arizona.
<b>ASSESSMENT</b>	The ongoing collection and analysis of an individual's medical, psychological, psychiatric and social conditions in order to initially determine if a health disorder exists, if there is a need for behavioral health services, and on an ongoing basis ensure that the individual's service plan is designed to meet the individual's (and family's) current needs and long term goals.
<b>ATTACHMENT</b>	Any item labeled as an Attachment in the Contract or placed in the Attachments section of the Contract.
<b>BEHAVIORAL HEALTH (BH)</b>	Mental health and substance use collectively.
<b>CENTERS FOR MEDICARE AND MEDICAID SERVICES (CMS)</b>	An organization within the United States Department of Health and Human Services, which administers the Medicare and Medicaid programs and the State Children's Health Insurance Program.
<b>CHANGE IN ORGANIZATIONAL STRUCTURE</b>	Any of the following: <ol style="list-style-type: none"><li>1. Acquisition,</li><li>2. Change in Articles of Incorporation,</li><li>3. Change in Ownership,</li><li>4. Change of MSA Subcontractor (to the extent management of all or substantially all plan functions has been delegated to meet AHCCCS contractual requirements).</li><li>5. Joint Venture,</li><li>6. Merger,</li><li>7. Reorganization,</li><li>8. State Agency reorganization resulting from an act of the Governor of the State of Arizona or the Arizona State Legislature,</li><li>9. Other applicable changes which may cause:<ol style="list-style-type: none"><li>a. A change in the Employer Identification Number/Tax Identification Number (EIN/TIN),</li><li>b. Changes in critical member information, including the website, member or provider handbook and member ID card, or</li><li>b. A change in legal entity name.</li></ol></li></ol>
<b>CODE OF FEDERAL REGULATIONS (CFR)</b>	The general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government.
<b>CONTRACT</b>	The combination of the Solicitation, including the Instructions to Offerors, Contract Terms and Conditions, and

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	Scope of Work; the Offer; any Best and Final Offers; any Solicitation Amendments or Contract Amendments; and any terms applied by law.
<b>CONTRACT AMENDMENT</b>	A written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
<b>CONTRACTOR</b>	A person, organization or entity agreeing through a direct Contracting relationship with AHCCCS to provide the goods and services specified by Contract in conformance with the stated Contract requirements, the Medicaid program statute and rules and Federal law and regulations.
<b>CORRECTIVE ACTION PLAN (CAP)</b>	A written work plan that identifies the root cause(s) of a deficiency, includes goals and objectives, actions/ tasks to be taken to facilitate an expedient return to compliance, methodologies to be used to accomplish CAP goals and objectives, and staff responsible to carry out the CAP within established timelines. CAPs are generally used to improve performance of the Contractor and/or its providers, to enhance Quality Management/Process Improvement activities and the outcomes of the activities, or to resolve a deficiency.
<b>CULTURAL COMPETENCE</b>	A set of congruent behaviors, attitudes and policies that come together in a system, agency, or among professionals, which enables that system, agency or those professionals to work effectively in cross-culture situations. Culture refers to integrated patterns of human behavior that include the language, thoughts, communications, actions, customs beliefs, values and institutions of racial, ethnic, religious or social groups. Competence implies having the capacity to function effectively as an individual and an organization within the context of the cultural beliefs, behaviors and needs presented by consumers and their communities.
<b>DAYS</b>	Calendar days unless otherwise specified.
<b>DIVISION OF HEALTH CARE MANAGEMENT (DHCM)</b>	The division responsible for Contractor oversight regarding AHCCCS Contractor operations, quality, maternal and child health, behavioral health, medical management, case management, rate setting, encounters, and financial/operational oversight.
<b>ENROLLED PERSON; ENROLLEE</b>	A Title XIX/XXI or Non-Title XIX/XXI eligible person who is enrolled in an AHCCCS program or AHCCCS, as defined in A.R.S. §36-2901, §36-2981, §36-2901.10 and recorded in the AHCCCS Information System as specified by AHCCCS.

<b>EVALUATION</b>	The process of analyzing current and past treatment information including assessment, treatment other medical records and documentation for purposes of making a decision as to an individuals's eligibility for SMI services.
<b>EXHIBIT</b>	Any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
<b>FRAUD</b>	An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable State or Federal law, as defined in 42 CFR 455.2.
<b>GRATUITY</b>	A payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
<b>GRIEVANCE</b>	A complaint regarding an act, omission, or condition relating to the SMI Eligibility Determination process.
<b>HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)</b>	The Health Insurance Portability and Accountability Act; also known as the Kennedy-Kassebaum Act, signed August 21, 1996 as amended and as reflected in the implementing regulations at 45 CFR Parts 160, 162, and 164.
<b>INDIAN HEALTH SERVICES (IHS)</b>	The operating division within the U.S. Department of Health and Human Services, responsible for providing medical and public health services to members of Federally recognized Tribes and Alaska Natives as outlined in 25 U.S.C. 1661.
<b>INFORMATION SYSTEMS</b>	The component of the Contractor's organization which supports the Information Systems, whether the systems themselves are internal to the organization (full spectrum of systems staffing), or externally contracted (internal oversight and support).
<b>KEY STAFF</b>	The minimum required key positions required under this Contract.
<b>LIMITED ENGLISH PROFICIENCY(LEP)</b>	Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English may have LEP and may be eligible to receive language assistance for a particular type of service, benefit, or encounter.



<b>MATERIAL OMISSION</b>	A fact, data or other information excluded from a report, contract, etc. the absence of which could lead to erroneous conclusions following reasonable review of such report, contract, etc.
<b>MATERIALS</b>	All property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
<b>MEDICAID</b>	A Federal/State program authorized by Title XIX of the Social Security Act, as amended.
<b>MEDICAL RECORDS</b>	All communications related to a patient's physical or mental health or condition that are recorded in any form or medium and that are maintained for purposes of evaluation or treatment, including records that are prepared by a health care provider or by other providers. Records do not include materials that are prepared in connection with utilization review, peer review or quality assurance activities (A.R.S. §12-2291).
<b>NATIONAL IDENTIFIER (NPI)</b>	A unique identification number for covered health care providers, assigned by the CMS contracted national enumerator. A health care provider is, any provider of medical or other health services, and any other person or organization that furnishes, bills, or is paid for health care in the normal course of business. In general, health care providers include hospitals, nursing homes, ambulatory care facilities, durable medical equipment suppliers, clinical laboratories, pharmacies, and many other "institutional" type providers; physicians, dentists, psychologists, pharmacists, nurses, chiropractors and many other health care practitioners and professionals; group practices, health maintenance organizations, and others.
<b>NON-TITLE XIX/XXI FUNDING</b>	Fixed, non-capitated funds, including but not limited to funds from MHBG, SABG, County, other funds and State appropriations (excluding State appropriations for State match to support Title XIX and Title XXI programs), which are used to fund services to Non-Title XIX/XXI eligible persons and for medically necessary services not covered by Title XIX or Title XXI programs.
<b>NON-TITLE XIX/XXI MEMBER OR NON-TITLE XIX/XXI ELIGIBLE PERSON</b>	An individual who needs or may be at risk of needing covered health-related services, but does not meet Federal and State requirements for Title XIX or Title XXI eligibility.
<b>NON-TITLE XIX/XXI SMI MEMBER</b>	A Non-Title XIX/XXI member who has met the criteria to be

<b>PROVIDER</b>	designated as Seriously Mentally Ill. Any person or entity that Contracts with AHCCCS or a Contractor for the provision of covered services to members according to the provisions A.R.S. §36-2901 or any subcontractor of a provider delivering services pursuant to A.R.S. §36-2901.
<b>REFERRAL</b>	A verbal, written, telephonic, electronic or in-person request for health services made by any person, or person's legal guardian, family member, an AHCCCS health plan, primary care provider, hospital, jail, court, probation and parole officer, tribal government, Indian Health Services, school, or other governmental or community agency.
<b>REGIONAL BEHAVIORAL HEALTH AUTHORITY(RBHA)</b>	A contracted Managed Care Organization (also known as a health plan) responsible for the provision of comprehensive behavioral health services to all eligible individuals assigned by the administration and provision of comprehensive physical health services to eligible individuals with a Serious Mental Illness enrolled by the Administration.
<b>REQUEST FOR PROPOSAL (RFP)</b>	A document prepared by AHCCCS which describes the services required and which instructs a prospective Offeror how to prepare a response (Proposal).
<b>SANCTION</b>	A monetary and/or non-monetary penalty assessed or applied for failure to demonstrate compliance in one or more areas of contractual responsibility. Non-monetary penalties may include, but are not limited to: <ol style="list-style-type: none"><li>1. Appointment of temporary management for the Contractor, and/or</li><li>2. Suspension of payment to the Contractor until the State is satisfied that the reason for imposition of the sanction no longer exists and is not likely to recur.</li></ol>
<b>SCOPE OF WORK</b>	Those provisions of the Solicitation/Contract which specify the work and/or results to be achieved by the Contractor.
<b>SERIOUS MENTAL ILLNESS (SMI)</b>	A designation as defined in A.R.S. §36-550 and determined in an individual 18 years of age or older.
<b>SMI ASSESSMENT</b>	SEE ASSESSMENT
<b>SMI DECERTIFICATION</b>	The process that results in the removal of the SMI behavioral health category designation from the individual's record.
<b>SMI ELIGIBILITY DETERMINATION</b>	A determination as to whether or not an individual meets the diagnostic and functional criteria established for the

	purpose of determining an individual's eligibility for SMI services.
<b>STATE</b>	The State of Arizona and Department or Agency of the State that executes the Contract.
<b>STATE FISCAL YEAR</b>	The budget year-State fiscal year: July 1 through June 30.
<b>STATEWIDE</b>	Of sufficient scope and breadth to address the health care service needs of individuals throughout the State of Arizona.
<b>SUBCONTRACT</b>	Any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
<b>SUBCONTRACTOR</b>	<ol style="list-style-type: none"><li>1. A provider of health care who agrees to furnish covered services to members.</li><li>2. A person, agency or organization with which the Contractor has contracted or delegated some of its management/administrative functions or responsibilities.</li><li>3. A person, 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 AHCCCS agreement.</li></ol>
<b>SYSTEM UPGRADE</b>	Any upgrade or changes to a data collection or information system that may result in disruption to Contractor services.
<b>TITLE XIX</b>	Known as Medicaid, Title XIX of the Social Security Act provides for Federal grants to the states for medical assistance programs. Title XIX enables states to furnish medical assistance to those who have insufficient income and resources to meet the costs of necessary medical services, rehabilitation and other services, to help those families and individuals become or remain independent and able to care for themselves. Title XIX members include but are not limited to those eligible under Section 1931 of the Social Security Act, Supplemental Security Income (SSI), SSI-related groups, Medicare cost sharing groups, Breast and Cervical Cancer Treatment Program and Freedom to Work Program. Which includes those populations described in 42 U.S.C. 1396 a (a)(10)(A).
<b>TITLE XXI</b>	Title XXI of the Social Security Act provides funds to states to enable them to initiate and expand the provision of child health assistance to uninsured, low income children in an

**TRIBAL REGIONAL BEHAVIORAL HEALTH  
AUTHORITY (TRBHA)**

effective and efficient manner that is coordinated with other sources of child health benefits coverage.

A tribal entity that has an intergovernmental agreement with the administration, the primary purpose of which is to coordinate the delivery of comprehensive behavioral health services to all eligible individuals assigned by the administration to the tribal entity. Tribal governments, through an agreement with the State, may operate a Tribal Regional Behavioral Health Authority for the provision of behavioral health services to American Indian members. Refer to A.R.S. §36-3401, §36-3407.

**WASTE**

Over-utilization or inappropriate utilization of services, misuse of resources, or practices that result in unnecessary costs to the Medicaid Program.

[END OF SECTION C: DEFINITIONS]

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**SECTION D: SCOPE OF WORK****1. INTRODUCTION**

**Purpose:** The purpose of this Contract is to prescribe the requirements for the Contractor who will be conducting Serious Mental Illness (SMI) Eligibility Determinations and Clinical Decertifications in all Geographic Service Areas in Arizona.

The Serious Mental Illness (SMI) Eligibility Determination Contractor (“Contractor”) shall be responsible for the performance of all Contract requirements.

In the event that a provision of Federal or State law, regulation, or policy is repealed or modified during the term of this Contract, effective on the date the repeal or modification by its own terms takes effect:

1. The provisions of this Contract shall be deemed to have been amended to incorporate the repeal or modification, and
2. The Contractor shall comply with the requirements of the Contract as amended, unless AHCCCS and the Contractor otherwise stipulate in writing.

**Background:** Arizona Health Care Cost Containment System (AHCCCS) administers the State of Arizona’s public behavioral health system and programs to deliver behavioral health services to eligible populations, including individuals determined to have an SMI.

Accordingly, AHCCCS has been statutorily mandated to establish an SMI Eligibility Determination process to identify whether an individual meets the statutory definition of “Seriously Mentally Ill,” A.R.S. §36-3408 and A.R.S. §36-550.06.

A critical component of the AHCCCS service delivery system is the effective and efficient identification of individuals who have special behavioral health service needs due to significant functional impairments resulting from a behavioral health disorder. One such population is individuals designated as having an SMI. Without receipt of appropriate care, these individuals are at a high risk for further deterioration of their physical and mental condition, increased hospitalizations and potential homelessness and incarceration.

AHCCCS has developed a standardized process and criteria to determine SMI Eligibility Determination to ensure that individuals designated as SMI are promptly identified and enrolled for services. SMI Eligibility Determination criteria is applied to the information obtained through an SMI Assessment, the assessor’s evaluation of whether the individual meets the SMI Eligibility Determination criteria, and all relevant treatment records necessary for the Contractor to make a final determination of SMI eligibility. The Contractor is responsible for rendering the final SMI Eligibility Determination, any applicable grievance and appeal requirements, and all administrative responsibilities related thereto.

**2. SCOPE OF SERVICES**

The Contractor is responsible for, and shall comply with and perform, all applicable responsibilities and duties regarding SMI Eligibility Determinations set forth in the Arizona Administrative Code,

Title 9, Chapter 21, Article 3, specifically A.A.C. R9-21-303, except as directed otherwise by AHCCCS via written policy/protocol, and/or to the extent that a rule by its express language does not apply to the SMI Eligibility Determination.

The Contractor shall receive completed SMI Assessments and SMI Clinical Decertification requests and conduct SMI Eligibility Determinations/Clinical Decertifications in accordance with AHCCCS Medical Policy Manual (AMPM) Policy 320-P, all applicable State laws and the requirements in this Contract. The Contractor is not responsible for service provision. The Contractor shall have a process for receiving SMI Assessments both electronically and manually (e.g. paper/fax).

The Contractor shall use the criteria established in the Diagnostic and Statistical Manual of Mental Disorders (DSM-5®), Fifth Edition, American Psychiatric Association, 2013 and the associated DSM-5 recommended ICD-10-CM codes.

The Contractor shall develop and implement grievance and appeal processes which comply with AHCCCS policies, all applicable State and Federal laws, and the requirements in this Contract.

The Contractor shall:

1. Render SMI Eligibility Determinations within the timeframes and process delineated in AMPM Policy 320-P,
2. Review SMI Clinical Decertification requests and render an SMI Eligibility Determination as delineated in AMPM Policy 320-P,
3. Communicate the results of the SMI Eligibility Determination to the parties required by this Contract,
4. Comply with the requirements of all applicable AHCCCS guidelines, policies and manuals,
5. Provide training and education to relevant stakeholders and/or interested parties regarding the SMI Eligibility Determination process, and
6. Provide general information to the public regarding the SMI Eligibility Determination process.

The Contractor shall conduct SMI Eligibility Determinations upon receiving an SMI Eligibility Determination Evaluation Packet (evaluation packet) from any of the following entities, for the populations listed below regardless of Title XIX eligibility:

1. AHCCCS Managed Care Organization (MCO) contracted providers,
2. American Indian Health Program providers for applicable fee for service members,
3. Tribal Regional Behavioral Health Authorities (TRBHAs),
4. Tribal ALTCS,
5. Indian Health Service facilities,
6. Tribally owned or operated 638 facilities,
7. Arizona Department of Corrections (ADC), and
8. Arizona Department of Juvenile Corrections (ADJC)

**Population:**

1. Individuals 18 or older who request or consent to an SMI Eligibility Determination,
2. Individuals 17 and six months who are currently receiving behavioral health services in preparation for behavioral health services as an adult,

3. Individuals currently designated as SMI who are receiving behavioral health services, or an AHCCCS MCO contracted provider or legal guardian, who request a review of the SMI Eligibility Determination,
4. Individuals ordered to undergo an SMI Eligibility Determination by or through a Superior Court in Arizona, and
5. Individuals ordered to undergo an SMI Eligibility Determination by a Tribal Court when that order has been recognized pursuant to A.R.S. §12-136.

***SMI Eligibility Determinations for Tribal Members:*** AHCCCS has entered into Intergovernmental Agreements (IGAs) with Tribal Regional Behavioral Health Authorities (TRBHAs) and Tribal ALTCS. TRBHAs and Tribal ALTCS may utilize the SMI Eligibility Contractor to render SMI Eligibility Determinations on their behalf, or may coordinate for the provision of the SMI Eligibility Determination themselves.

The SMI Eligibility Contractor shall work with the AHCCCS Division of Fee for Service Management (DFSM) to understand the unique tribal delivery system and identify the options that each TRBHA and Tribal ALTCS program has selected for the SMI Eligibility Determination process.

### **3. QUALITY MANAGEMENT (QM)**

The Contractor shall establish and implement a quality management program, plan and processes designed to monitor and ensure Contractor's timely and accurate SMI Eligibility Determinations.

The Contractor shall submit to AHCCCS, a Quality Management and Performance Improvement Plan that includes a narrative overview, evaluation of the previous year's plan, and scope/goals for the upcoming year as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

The Contractor shall include in the Quality Management and Performance Improvement Plan the following:

1. Mechanisms to solicit and utilize feedback and recommendations from key stakeholders to improve services under the scope of work of this Contract. The data from the quality of care data system must be analyzed and evaluated to determine any trends related to the quality of care or service in the Contractor's service delivery system. The Contractor is responsible for incorporating trending of quality of care issues in determining systemic interventions for quality improvement.
2. Inter-rater reliability training, testing, and monitoring of the staff making SMI Eligibility Determinations.
3. A process to ensure consistent application of review criteria in making medical necessity decisions which include prior authorization, concurrent review, and retrospective review. Ensure that all staff involved in these processes receive inter-rater reliability training within 30 days of hire and annually thereafter. Inter-rater reliability testing of all staff involved in SMI Eligibility Determination processes must be done within 90 days of hire and at least annually. A CAP must be completed for staff that does not meet the Contractor's minimum test scores and AHCCCS' minimum performance standard of 90%.
4. Use of information and data acquired through grievance and appeal processes to improve services provided under the scope of work of this Contract. The Contractor shall develop and implement policies and procedures to review, evaluate and resolve quality and service issues

raised by individuals and stakeholders. The issues may be received from anywhere within the organization or externally from anywhere in the community. All issues must be addressed regardless of source (external or internal).

5. A process to disseminate key performance indicators to AHCCCS and key stakeholders.

Contractor performance may be publicly reported on the AHCCCS website.

The Contractor shall ensure that the Contractor's Chief Medical Officer oversees the Quality Management program, plan and processes.

#### **4. CULTURAL COMPETENCY**

The Contractor shall ensure that applicants are provided SMI Eligibility Determinations without regard to race, color, national origin, sex, sexual orientation, gender identity, age or disability and will not use any policy or practice that has the effect of discriminating on the basis of race, color, or national origin, sex, sexual orientation, gender identity, age or disability [45 CFR Part 92].

The Contractor shall be knowledgeable of the historical, cultural, social, economic, political and other events that affect the behavioral health of the diverse populations served under this Contract. The Contractor shall consider during the SMI Eligibility Determination process how culture, faith, spiritual beliefs, gender identity, sexual orientation, alternative medicine, traditional healers, and language impacts behavioral health.

The Contractor shall ensure the SMI Eligibility Determination process is conducted in a culturally competent manner to all individuals, including those with Limited English Proficiency (LEP) and diverse cultural and ethnic backgrounds, disabilities, regardless of gender, sexual orientation or gender identity. The Contractor shall implement a program in line with best practices including the Culturally and Linguistically Appropriate Services (CLAS) mandates, and guidelines and recommendations.

The Contractor shall ensure that staff, particularly staff who have direct contact with applicants, are sufficiently trained to provide services in a culturally competent manner to individuals. Additionally, the Contractor shall ensure all staff receives Cultural Competency training during new employee orientation and annually thereafter. Refer to Section D, Paragraph 11, Staffing Requirements and Section F, Attachment F1, Contractor Chart of Deliverables.

#### **5. COMMUNICATION GUIDELINES**

The Contractor shall comply with Federal regulations in 45 CFR Part 92 implementing Section 1557 of the Affordable Care Act which prohibits discrimination on the basis of race, color, national origin, sex, age, or disability in health programs and activities receiving Federal funds.

The Contractor must comply with specific posting requirements for nondiscrimination notices which include required taglines. The nondiscrimination notices must be posted in the covered entity's significant publications and significant communications, on its website, and in conspicuous physical locations where the covered entity interacts with the public as delineated in 45 CFR 92.8.



All informational materials prepared by the Contractor and any applicant-directed forms or communications, shall be submitted to AHCCCS for approval prior to distribution or posting to the Contractor's website. Regular notices including, but not limited to, decision letters and grievance and appeal notices must be approved prior to contract implementation and thereafter as changes or modifications occur. All applicant-directed forms or communications, shall include national and county Crisis Hotline contact information. Refer to Section F, Attachment F1, Contractor Chart of Deliverables.

The Contractor shall:

1. Be accessible by phone during normal business hours, with a local and a toll-free number.
2. Develop and maintain a public website targeted towards the community and providers which offers information regarding the SMI Eligibility Determination process. The Contractor's website shall include, at a minimum, the following:
  - a. Information regarding how to seek an evaluation for SMI services,
  - b. Information needed to complete an SMI Eligibility Determination,
  - c. The criteria used to make an SMI Eligibility Determination,
  - d. An overview of the SMI evaluation and SMI Eligibility Determination process, including appeal rights, information regarding disenrollment/SMI Decertification,
  - e. Policies and Procedures. Refer to Section D, Paragraph 9, Administrative Requirements, and
  - f. Relevant contact information.
3. Use easily understood language and formats in any written materials provided. Regardless of the format chosen by the Contractor, applicant-directed information must be printed in a type, style and size, which can easily be read by individuals with varying degrees of visual impairment.
4. Use alternative communication formats when indicated, and notify individuals that such formats are available and provide information on how to access them.
5. Offer and make individuals aware that interpretation or language translation services are available to individuals who do not speak or understand English and provide interpretation assistance for the visual or hearing impaired, free of charge.
6. Provide technical assistance to ensure the appropriate and comprehensive submission of SMI Assessments from providers, AHCCCS Managed Care Organizations, TRBHAs, Tribal ALTCS, and other system stakeholders, as applicable, to improve the SMI Eligibility Determination system; the Contractor shall meet with the TRBHAs and Tribal ALTCS programs to ensure the SMI Eligibility Determination process accounts for tribal perspectives and sensitivity.
7. Provide general education and training to interested stakeholders and members of the community, to improve awareness of, and access to, the SMI Eligibility Determination process.
8. Provide notice to applicants regarding the outcome of the SMI Eligibility Determination.
9. Communicate the outcome of the SMI Eligibility Determination to the referring provider and AHCCCS as outlined in Section D, Paragraph 7, Data Exchange and Data Collection Requirements.
10. The Contractor shall participate in face-to-face meetings with AHCCCS for purposes of assessing Contractor compliance, provide appropriate staff for attendance, and participate in meetings and events scheduled by AHCCCS.

## 6. INFORMATION SYSTEMS

**Contractor Responsibilities:** The Contractor shall maintain an Information System which, at a minimum, is capable of receiving, storing, transmitting and reporting on client level assessment and grievance and appeal information and abide by the data transmission formats, rules and standards

detailed in the AHCCCS Technical Interface Guidelines (TIG). The Contractor shall comply with all data submission standards including correction and resubmission as required by AHCCCS and accept AHCCCS' rejection of data submissions that are not in compliance with these standards.

The Contractor shall submit exchanged data information in accordance with all procedures, policies, rules, regulations or statutes in effect during the term of this Contract.

**System Changes and System Upgrades:** The costs of software changes are included in administrative costs paid to the Contractor. There is no separate payment for software changes. An AHCCCS systems contact will be assigned after Contract award. The Contractor shall ensure that planned changes or major upgrades to the information system are submitted to AHCCCS.

The Contractor shall notify AHCCCS and provide a System Change Plan to AHCCCS for review and comment prior to implementation of a system change, as specified in Section F, Attachment F1, Contractor Chart of Deliverables. The System Change Plan shall include a timeline and milestones, and shall outline adequate testing to be completed before implementation.

The Contractor shall make all components of its Information System available for review or audit upon request by AHCCCS.

**Health Insurance Portability and Accountability Act (HIPAA):** The Contractor shall comply with the Administrative Simplification requirements of 45 CFR Parts 160 and 162 that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

## 7. DATA EXCHANGE AND DATA COLLECTION REQUIREMENTS

Certain agreements, authorizations and control documents are required to be in place before the Contractor may exchange data with AHCCCS. With the completion of required documents as outlined by AHCCCS in the Technical Interface Guidelines (TIG), the Contractor will be provided with appropriate access to facilitate the exchange of data from and to AHCCCS.

The Contractor is responsible for any incorrect data or delayed submission. Any data that does not meet the standards required by AHCCCS shall not be accepted by AHCCCS.

The Contractor shall coordinate and cooperate with AHCCCS by establishing and implementing systems or processes for communication, consultation, data sharing and exchange of information.

**Contractor's Web-Based Application:** The Contractor shall develop, utilize, and maintain an easy to access web-based application for Contractor and provider use for submittal of evaluation packet information. The Contractor's web-based application and related processes shall capture, at a minimum, those data elements outlined in the AHCCCS TIG for the AHCCCS-administered SMI Web Portal as well as elements needed by the Contractor in order for the Contractor to make an informed SMI Eligibility Determination decision. For evaluation packet minimal requirements refer to Section D, Paragraph 12, SMI Eligibility Determination Record(s), Supporting Documentation and SMI Eligibility Determination Report.

**AHCCCS SMI Web Portal:** Within one business day of receipt of a referral request of an SMI Eligibility Determination, the Contractor shall capture and report to AHCCCS via the AHCCCS SMI Web Portal, referral request information as outlined in the AHCCCS TIG. Upon successful submission of the information required above, AHCCCS will supply the Contractor with a unique record ID for each referral. This unique record ID will remain open until the Contractor finalizes the SMI Eligibility Determination process for that referral and it is to be referred to when completing the requirements.

Upon completion of the SMI Eligibility Determination process for each case, and in accordance with the timeliness requirements as applicable to Arizona Revised Statutes, or the Arizona Administrative Code, the Contractor shall:

1. Supply SMI Eligibility Determination documentation as outlined in the AHCCCS TIG to AHCCCS via a secured FTP server, and
2. Input the final decision related to each case via the approved AHCCCS SMI Web Portal.

**Notifications:** Upon completion of an SMI Eligibility Determination, the Contractor shall also provide notification of the SMI Eligibility Determination result to the provider who completed the SMI Assessment, through an agreed upon medium. For AIHP members, the Contractor shall also provide notification to AHCCCS, DFSM. For Tribal ALTCS members, the Contractor shall also provide notification to the individual's Tribal ALTCS Case Manager.

The notification shall include:

1. Applicant/Individual Name,
2. Applicant/Individual Date of Birth,
3. Type of Case: Determination vs. Decertification,
4. Reason for SMI Eligibility Determination Denial (if applicable),
5. SMI Eligibility Determination Decision, and
6. SMI Eligibility Determination/Review Decision Date.

The Contractor shall develop and maintain systematic processes that rely on data collected from areas such as: case file reviews, utilization data and grievance and appeal data in order to identify providers who require training or technical assistance in completion of the SMI Assessment and inform AHCCCS of these findings, as specified in Section F, Attachment F1, Contractor Chart of Deliverables and as deemed appropriate by the Contractor.

## **8. GRIEVANCE AND APPEAL REQUIREMENTS**

For all individuals referred for an SMI Eligibility Determination, the Contractor shall implement and administer grievances and appeals. This includes processes for the following:

1. Provision of required notice to individuals utilizing the SMI Eligibility Determination process,
2. Grievance resolution, and
3. SMI Eligibility Determination appeals.

The Contractor shall comply with all applicable requirements in Federal and State laws and regulations, the AHCCCS Contractor Operations Manual (ACOM), the AHCCCS Medical Policy Manual (AMPM), and the requirements of this Contract.

The Contractor shall comply with all pertinent sections of ACOM Policy 444 and its corresponding attachments.

The Contractor shall administer all grievance and appeal processes competently, expeditiously, and equitably for all applicants to ensure that grievances and appeals are effectively and efficiently adjudicated and/or resolved. The Contractor shall continuously review grievance and appeal data to identify trends and opportunities for system improvement; take action to correct identified deficiencies; and otherwise implement modifications which improve the SMI Eligibility Determination and grievance and appeal processes. The Contractor shall provide AHCCCS with any grievance and appeal information, report, or document within the time specified by the AHCCCS request.

The Contractor shall fully cooperate with AHCCCS in the event it decides to intervene in, participate in, audit or review any notice, grievance, or SMI Eligibility Determination appeal and shall comply with or implement any AHCCCS directive within the time specified pending formal resolution of the issue.

The Contractor shall designate a qualified staff person who will collaborate with AHCCCS to address grievance and appeal related concerns.

The Contractor shall not delegate the administration or performance of the notice or grievance and appeal processes.

The Contractor shall notify AHCCCS of any decision or subsequent appeal of a decision within prescribed timeframes.

**Grievances:** The Contractor shall develop and maintain a grievance process easily accessible to applicants, AHCCCS Managed Care Organizations, providers and other stakeholders, in a manner that offers appellants an opportunity to present a grievance in person at a convenient time and location for the individual, and provide the privacy required by law, and that complies with all requirements stated herein.

The Contractor shall respond to and resolve grievances in a courteous, responsive, effective, and timely manner. The Contractor shall maintain grievance records that include the following:

1. Description of the grievance,
2. Efforts taken to resolve the grievance, and
3. The resolution of the grievance.

The Contractor shall provide a Grievance Report including all grievances and a brief description sufficient to describe the nature of the grievance, and submit responses to the resolution of grievances, as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

The Contractor shall not engage in conduct to prohibit, discourage or interfere with the right to assert a grievance or appeal.

**Appeals:** The Contractor shall implement the SMI eligibility appeals process in a manner that offers appellants an opportunity to present an appeal in person at a convenient time and location for the

applicant, and provide the privacy required by law, and that complies with all requirements in A.A.C. R9-21-401, and ACOM Policy 444.

The Contractor shall maintain an appeals database, approved by AHCCCS, and shall submit initial and updated entries into it within three working days of an event requiring entry.

The Contractor is responsible for, and shall comply with and perform, all applicable responsibilities and duties regarding SMI Eligibility Determinations set forth in the Arizona Administrative Code, Title 9, Chapter 21, Article 3, specifically A.A.C. R9-21-303, except as directed otherwise by AHCCCS via written policy/protocol, and/or to the extent that a rule by its express language does not apply to the SMI Eligibility Determination process.

## 9. ADMINISTRATIVE REQUIREMENTS

***Policies and Procedures:*** The Contractor shall develop and maintain policies and procedures in accordance with the Contractor's business practices which:

1. Comply with AHCCCS requirements,
2. Are written in a consistent and understandable format for each functional area,
3. Are reviewed and revised when necessary to reflect current practices,
4. Are dated and signed by the appropriate Contractor's Key Staff, and
5. Are made publically available on the Contractor's website (excluding internal policies regarding the Contractor's business operations).

The Contractor shall develop written protocols for the implementation of all requirements under this Contract. The Contractor shall also develop policies and procedures to ensure the following requirements are implemented. These include, but are not limited to, the following:

1. Submission of evaluation packet information and SMI Clinical Decertification requests to the Contractor by referring providers,
2. The SMI Eligibility Determination process is performed in accordance with A.A.C. R9-21-303 and AMPM Policy 320-P,
3. Collaboration protocols and procedures between the Contractor and referring providers, TRBHAs, Tribal ALTCS, AHCCCS Managed Care Organizations, and other system stakeholders,
4. Evidence based clinical guidelines, including but not limited to, criteria for SMI Eligibility Determinations, SMI Clinical Decertification, and inter-rater reliability testing,
5. Communication protocols to ensure all applicants, referring providers, AHCCCS Managed Care Organizations, TRBHAs, Tribal ALTCS, and AHCCCS are notified once an SMI Eligibility Determination has been rendered,
6. Appeal and Notice requirements for SMI eligibility, including grievances and appeals reporting to AHCCCS, and
7. Administrative policies and procedures, including but not limited to:
  - a. IT Systems, fraud, waste and abuse reporting,
  - b. Submission of Contract deliverables,
  - c. Continuity of business operations,
  - d. Personnel standards/requirements,
  - e. Confidentiality,
  - f. Record requirements,

- g. Release of information, and
- h. Consent practices.

The Contractor shall submit Contractor processes, plans and/or policies, and any changes to these documents as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

**Subcontracts:** The Contractor may delegate responsibility for services and related activities under this Contract, subject to the limitations outlined in this section, but remains ultimately responsible for compliance with the terms of this Contract. The Contractor shall oversee, and is accountable for any functions and responsibilities that it delegates to any subcontractor.

Subcontracts or delegated agreements with another entity for the purpose of conducting or rendering SMI Eligibility Determinations are prohibited. Additionally, the Contractor shall not delegate the administration or performance of the notice or grievance and appeal processes.

Subcontracts entered into by the Contractor require prior review and written approval by AHCCCS and shall incorporate by reference the applicable Terms and Conditions of this Contract (See also Section E, Terms and Conditions, Paragraph 5, Subcontracts). Proposed subcontracts shall be submitted as specified in Section F, Attachment F1, Contractor Chart of Deliverables. The Contractor's Administrator/CEO must retain the authority to direct and prioritize any delegated Contract requirements.

Before entering into a subcontract which delegates duties or responsibilities to a subcontractor, the Contractor must evaluate the prospective subcontractor's ability to perform the activities to be delegated. If the Contractor delegates duties or responsibilities then the Contractor shall establish a written agreement that specifies the activities and reporting responsibilities delegated to the subcontractor. The written agreement shall also provide for revoking the subcontract or imposing other sanctions if the subcontractor's performance is inadequate.

In order to determine adequate performance, the Contractor shall monitor the subcontractor's performance on an ongoing basis and subject it to formal review at least annually or more frequently if instructed by AHCCCS. As a result of the performance review, any deficiencies must be communicated by the Contractor, to the subcontractor in order to establish a Corrective Action Plan (CAP). The results of the performance review and the CAP shall be communicated to AHCCCS upon completion. Additionally, if at any time during the period of the subcontract, the subcontractor is found to be in non-compliance, the Contractor shall notify AHCCCS, see, Attachment F1, Contractor Chart of Deliverables.

The Contractor shall submit an annual Subcontractor Evaluation Report as specified Section F, Attachment F1, Contractor Chart of Deliverables. The Subcontractor Evaluation Report shall include the following:

1. Subcontractor name,
2. Delegated duties and responsibilities,
3. Most recent formal review date of the duties, responsibilities and financial position of the subcontractor,

4. A comprehensive summary of the evaluation of the performance (operational and financial) of the Subcontractor, including the type of audit performed. The full report shall be made available upon request from AHCCCS.
5. Next scheduled formal review date,
6. All identified areas of deficiency, and
7. CAP Information:
  - a. Any CAPs that occurred since the last Subcontractor Evaluation Report,
  - b. CAPs resulting from the annual formal review, and
  - c. Date reported to AHCCCS, and
8. Current status of CAPs.

#### 10. AHCCCS GUIDELINES, POLICIES AND MANUALS

AHCCCS guidelines, policies and manuals are available on the AHCCCS website. The Contractor is responsible for complying with all requirements set forth in these sources, as applicable, as well as with any updates. The Contractor is responsible for ensuring that its impacted subcontractors are notified when modifications are made to the AHCCCS guidelines, policies, and manuals. Upon adoption by AHCCCS, updates will be available on the AHCCCS website.

#### 11. STAFFING REQUIREMENTS

**Organizational Structure:** The Contractor shall operate as a single entity responsible for rendering SMI Eligibility Determination decisions and grievance and appeals for SMI eligibility decisions.

During the Term of Contract for this Contract #YH18-0017, including any extensions thereof, the Contractor is prohibited from submitting a proposal or holding a direct contract with AHCCCS for any of the following Request for Proposals (RFPs)/Contracts/IGAs:

1. Acute Care (Contract #YH14-0001)
2. Children's Rehabilitative Services (Contract #YH12-0002)
3. Arizona Long Term Care Services – EPD (Contract #YH18-0001)
4. Regional Behavioral Health Authority (Contract #YH17-0001)
5. AHCCCS Complete Care (Contract #YH19-0001)
6. TRBHA (IGA #YH16-0026/BH16-0020, IGA #BH16-0021, IGA #BH16-0022, IGA #BH16-0023, IGA #BH16-0071)
7. Tribal ALTCS (IGA # YH13-0004, IGA #YH18-0026)

The Contractor shall obtain prior approval from AHCCCS for a change in organizational structure as specified in Section E, Terms and Conditions.

The Contractor shall have organizational, management, staffing and administrative systems capable of meeting all Contract requirements with clearly defined lines of responsibility, authority, communication and coordination within, between and among Contractor's departments, units or functional areas of operation.

**Key Staff:** The Contractor shall employ, at a minimum, the following Key Staff who will work full time for the Contractor and ensure that all obligations set forth within this Contract are met:

1. Medical Director/Chief Medical Officer (CMO), who:
  - a. Resides in Arizona,
  - b. Is an Arizona-licensed physician, in good standing, board-certified in psychiatry,
  - c. Manages, and must directly oversee, implement, interpret and approve clinical-medical policies and procedures,
  - d. Is responsible for and oversees the SMI Eligibility Determination functions, including management of the clinical, quality management and medical management components of the program, and
  - e. Attends AHCCCS Medical Director meetings, as directed by AHCCCS.
2. Grievance and Appeal Administrator, who:
  - a. Resides in Arizona,
  - b. Is a licensed attorney or who has a juris doctor degree from an accredited institution, and
  - c. Manages, oversees, implements and administers all grievance processes and requirements.
3. Program Director, who:
  - a. Resides in Arizona,
  - b. Reports to the Contractor's Executive Management, and
  - c. Is responsible for implementing and coordinating all operations and activities covered under this Contract.
4. Tribal Liaison, who:
  - a. Resides in Arizona,
  - b. Acts as the liaison with Tribal Nations, Indian Health Services (IHS), and 638 facilities serving the tribes,
  - c. Acts as the single point of contact regarding issues concerning American Indians,
  - d. Is responsible for coordination of all operations and implementation involving the Tribes, TRBHA's, Tribal ALTCS programs, IHS and 638 facilities, and
  - e. Shall work with the tribal clinical team or referring entity if a denial is expected to first determine if any factors or cultural considerations were not taken into account in the process.
5. Psychiatrist(s) as defined in A.R.S. §36-501, Psychologist(s) as defined in A.R.S. §32-2061, and registered nurse practitioner(s) licensed as adult psychiatric and mental health nurse(s) who are responsible for rendering SMI Eligibility Determination decisions.

The Contractor shall provide adequate experienced personnel, capable of and devoted to, the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the Key Staff positions outlined above.

The Contractor shall have sufficient personnel in order to ensure the successful implementation and ongoing service delivery as required under this Contract. If Key Staff are not available for work under this Contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, as specified in Section F, Attachment F1, Contractor Chart of Deliverables and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.



AHCCCS has the discretion to review all submitted Key Staff positions and reserves the right to direct Contractor actions regarding staffing decisions it deems are in the best interest of the State. AHCCCS will not permit any Contractor staff to hold positions which may present a conflict of interest.

The Contractor shall inform AHCCCS in writing, within seven days after the date of a change in Key Staff, including hire, resignation, termination or when any of the following contact information for an individual holding a Key Staff position changes, as specified in Section F, Attachment F1, Contractor Chart of Deliverables. Notification shall include the following:

1. Individual's name,
2. Individual's title,
3. Individual's telephone number,
4. Individual's email address,
5. Individual's location,
6. Resume,
7. The effective date of the vacancy or absence,
8. The effective date the newly hired individual will start in the position,
9. Documentation confirming applicable Key Staff functions are filled by individuals who are in good standing (for example, a printout from the Arizona Medical Board webpage showing the CMO's active license), and
10. Name and contact information of interim individual that will be performing the duties of the Key Staff position.

Upon request by AHCCCS, the Contractor shall submit a written plan for filling a Key Staff position.

The Contractor shall maintain a personnel organizational chart that identifies Key Staff, including the individual's name, title and location, as well as the organization's reporting structure. The organizational chart shall be submitted as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

The Contractor shall develop job descriptions in a consistent format for each of the Contractor's functional areas and hire additional staff members to correct non-compliance with the requirements of this Contract, as necessary.

**Personnel Licensing and Verification Requirements:** The Contractor shall:

1. Verify that all psychiatrists, psychologists and registered nurse practitioners conducting SMI Eligibility Determinations are currently licensed pursuant to A.R.S. Title 32, Chapter 13, Chapter 19.1, or Chapter 15,
2. Maintain appropriate confidential files, which include evidence of current licenses, certifications, education, training, work history, background and peer review for all professionals providing services under this Contract,
3. Require all staff members, whether employed or under Contract, to have the training, education, experience, orientation and license, as applicable to perform assigned job duties, and
4. Ensure practices align with requirements outlined in Section D, Paragraph 15, Corporate Compliance.

**Competency/Training Requirements:** The Contractor shall develop a training program for those staff members who are responsible for rendering SMI Eligibility Determination decisions and administering related grievance and appeal requirements. The training program shall consist of the following components:

1. Initial – Basic Skills Training – Curriculum. The Initial/Basic Skills Training Curriculum contains the information and skills that staff who are new to their positions require in order to satisfy the standard described above,
2. Ongoing – Refresher and Advanced Skills Training Curriculum. The Ongoing/Refresher/Advanced Skills Training Curriculum contains the information and skills that in-service staff need to maintain the proficiency required to satisfy the standard described above,
3. Both Initial and Ongoing Training Curricula shall include instructional materials for trainers (lesson plans), reference workbooks for trainees, competency tests for evaluating pre-training and post-training knowledge and skill proficiency and supervisory coaching guides for on-the-job staff appraisal and development, and
4. All staff who facilitate appeal conferences must have training in mediation, conflict resolution and/or problem solving techniques.

The Contractor shall include cultural competency training applicable to each training topic to ensure the SMI Eligibility Determination process is culturally sensitive and culturally relevant, and work collaboratively with AHCCCS to deliver training as a result of AHCCCS identified Contractor issues or other identified needs. A description of the Contractor's training and cultural competency program and attestation of staff completion is required as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

## **12. SMI ELIGIBILITY DETERMINATION RECORD(S), SUPPORTING DOCUMENTATION, AND SMI ELIGIBILITY DETERMINATION REPORT**

**SMI Eligibility Determination Record(s) and Supporting Documentation:** The Contractor shall establish and implement policies and procedures consistent with the confidentiality requirements in 42 CFR 431.300 et. seq., 45 CFR parts 160 and 164, 42 CFR part 2, and A.R.S. §36-509, for records and any other protected health information covered under the Health Insurance Portability and Accountability Act (HIPAA). The Contractor shall safeguard confidential information in accordance with Federal and State laws and regulations, and comply with the records maintenance and privacy requirements consistent with: 42 CFR 431.300 et. seq., 45 CFR parts 160 and 164, 42 CFR part 2 and A.R.S. §36-509 for all consents.

The Contractor shall develop business associate agreements with all AHCCCS Managed Care Organizations, contracted providers, and other designated entities listed in Section D, Paragraph 2, Scope of Services, *Population*, to facilitate efficient transfer of records, to obtain or verify appropriate consents or releases, as necessary, and maintain copies, for AHCCCS review, of all consent and authorization documents obtained for purposes of rendering an SMI Eligibility Determination, including information received without written consent or authorization.

The Contractor shall maintain organized, legible, signed and dated records for each SMI Eligibility Determination that:

1. Contains all information and records considered, reviewed and used in rendering the SMI Eligibility Determination,
2. Contains the basis for making an SMI Eligibility Determination and which are written in a detailed and comprehensive manner,
3. Conforms to good professional practice, and
4. Permits effective professional review and audit processes.

***SMI Eligibility Determination Evaluation Packets:*** At a minimum, the Contractor is required to obtain the following documentation in the evaluation packets:

1. AMPM Policy 320-P, Exhibit 320-P-1 Serious Mental Illness Determination Form,
2. Consent Form(s),
3. Comprehensive Assessment,
4. Waiver to extend three day SMI Eligibility Determination timeframe, as applicable,
5. Additional records available for consideration, and
6. Signed Release(s), if appropriate.

***SMI Eligibility Determination Report:*** The Contractor shall submit, as specified in Section F, Attachment F1, Contractor Chart of Deliverables, an SMI Eligibility Determination Report, utilizing the SMI Eligibility Determination Report Template held by the AHCCCS DHCM Operations and Compliance Officer (OCO). The SMI Eligibility Determination Report shall include monthly data by each AHCCCS Managed Care Organization, Tribal ALTCs, and TRBHA and from a combined statewide perspective. Additionally, the SMI Eligibility Determination Report shall include a summary and analysis of notable trends and the following data elements:

SMI Eligibility Determination Evaluation Packets

1. Total number of evaluation packets received by Title XIX/XXI and Non-Title XIX/XXI status,
2. Number of evaluation packets received for individuals undergoing Court Ordered Evaluation (COE),
3. Applicant evaluation packet submission method (i.e. electronic, fax, mail, hand delivered),
4. Total number of evaluation packets by waiver status - requested by applicant (3/20 /90 day)
5. Percentage of SMI Eligibility Determinations compliant with timeliness standards per (3/20/90) day timeframes,
6. Total number of SMI Eligibility Determinations non-compliant with timeliness standards per (3/20/90) day timeframes,
7. Percentage and total number of applicants determined SMI/not determined SMI.

SMI Eligibility Determination Appeals

1. Total number of appeals received,
2. Of appeals received, the number and percentage of informal conferences held/informal conferences where the applicant failed to appear,
3. Informal conference outcomes – percentage and total number (applicant withdrew appeal, overturned SMI Eligibility Determination, extended Determination for records etc.),
4. Appeal decisions (upheld, overturned, withdrawn, dismissed (by reason for dismissal), pending to EEP),
5. Percentage and total number of applicants determined SMI/not determined SMI at conclusion of appeal process,
6. Number of fair hearings scheduled, and

7. Fair hearings outcomes.

Clinical Decertifications

1. Number of Clinical Decertifications requested, and
2. Number of Clinical Decertifications granted.

### **13. CONTINUITY OF OPERATIONS AND RECOVERY**

In order to provide services, the Contractor must be able to recover from any disruption in business operations as quickly as possible. This recovery can be accomplished by the development of a Continuity of Operations and Recovery Plan that contains strategies for recovery. The Continuity of Operations and Recovery Plan is part of the Federal Government's Continuity of Operations Programs (COOP) requirements.

The Contractor shall develop, maintain and annually test a Continuity of Operations and Recovery Plan to manage unexpected events and the threat of such occurrences, which may negatively and significantly impact business operations and the ability to deliver services to individuals.

All staff shall be adequately trained at least annually, understand their respective roles, and be familiar with the Continuity of Operations and Recovery Plan.

The Contractor shall specify in the Plan, at a minimum, strategies to address:

1. Loss of power or telephonic failure or the loss of communication with providers that send referrals for SMI Eligibility Determinations,
2. Complete loss of the use of the Contractor's main site, and any satellite offices in and out of State,
3. Loss of primary electronic information systems, including computer systems and records,
4. Strategies to communicate with referral sources and AHCCCS in the event of a business disruption,
5. Specific timelines for resumption of services provided pursuant to this Contract. The timelines shall note the percentage of recovered sections along the timelines and key actions required to meet those timelines,
6. Extreme weather conditions, and
7. Periodic testing and training (at least annually) that assures tasks associated with this Contract are being completed within the required timeframes.

The Contractor shall designate a staff person as Continuity of Operations and Recovery Coordinator and furnish AHCCCS with contact information as part of the Plan.

If applicable, the Contractor shall require subcontractors to develop and maintain a Continuity of Operations and Recovery Plan.

The Continuity of Operations and Recovery Plan shall be updated annually and submitted to AHCCCS as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

### **14. LEGISLATIVE, LEGAL, AND REGULATORY ISSUES**

AHCCCS shall:

1. Notify the Contractor of any program changes due to new or changing Federal or State requirements, and
2. Amend the Contract to reflect these changes in future Contract amendments, as applicable.

The Contractor shall:

1. Immediately comply with program changes based on Federal or State requirements that are current, pending or which may be enacted,
2. Immediately comply with legislative changes, directives, regulatory changes or court orders related to any term in this Contract,
3. Comply with requirements as directed by AHCCCS contained in the Stipulation for Providing Community Services and terminating the Litigation, entered on January 8, 2014, in Arnold v. Sarn, Maricopa County Superior Court, No. C-432355, and
4. Comply with Superior Court Administrative Order, Procedures to Share Identifying Information for Individuals with SMI.

**Administrative Simplification:** Arizona Laws 2015, Chapter 19, Section 9 (SB 1480) enacts that from and after June 30, 2016, the provision of behavioral health services under the Division of Behavioral Health Services (DBHS) in the Arizona Department of Health Services (ADHS) is transferred to and shall be administered by the Arizona Health Care Cost Containment System (AHCCCS). From and after June 30, 2016, the AHCCCS administration succeeds to the authority, powers, duties and responsibilities of DBHS with the exception of the Arizona State Hospital (ASH). This act does not alter the effect of any actions or impair the valid obligations of DBHS taken before July 1, 2016. Administrative rules and orders that were adopted by DBHS continue in effect until superseded by administrative action by AHCCCS. Until administrative action is taken by AHCCCS, any reference to DBHS in rules and orders is considered to refer to AHCCCS rather than ADHS except for any reference to the ASH. All administrative matters, contracts and judicial and quasi-judicial actions, whether completed, pending or in process, of DBHS on July 1, 2016 are transferred to and retain the same status with AHCCCS.

## 15. CORPORATE COMPLIANCE

**Authority:** The AHCCCS Office of Inspector General (AHCCCS-OIG) is the division of AHCCCS that has the authority to conduct preliminary and full investigations relating to fraud, waste, and abuse involving the programs administered by AHCCCS. Pursuant to 42 CFR 455, Subpart A, and an Intergovernmental Agreement with the Arizona Attorney General's Office, AHCCCS-OIG refers cases of suspected Medicaid fraud to the State Medicaid Fraud Control Unit for appropriate legal action. AHCCCS-OIG also has the authority to make independent referrals to other law enforcement entities.

Pursuant to A.R.S. §36-2918, AHCCCS-OIG has the authority to issue subpoenas and enforce the attendance of witnesses, administer oaths or affirmations, examine witnesses under oath, and take testimony as the Inspector General deems relevant or material to an investigation, examination, or review undertaken by the Office.

Pursuant to A.R.S. §§36-2918 and 2957, AHCCCS-OIG has the authority to impose a civil monetary penalty of up to \$2,000.00 for each item or service claimed, and/or an assessment of an amount not to exceed twice the amount claimed.

AHCCCS-OIG has been designated as a Criminal Justice Agency through the Federal Bureau of Investigations (FBI). This designation authorizes AHCCCS-OIG to access the National Crime Information Center (NCIC) data base as well as the Arizona Criminal Justice Information System. Additionally, OIG is authorized to receive and share restricted criminal justice information with other federal, state and local agencies.

If AHCCCS-OIG determines that a credible allegation of fraud exists, AHCCCS-OIG may suspend payments to Providers pursuant to 42 CFR 455.23.

**Corporate Compliance Program:** The Contractor shall have a mandatory Corporate Compliance Program designed to prevent, deter, detect and report fraud, waste or abuse which shall include the following:

1. Written policies, procedures and standards of conduct that articulate the Contractor's commitment to and processes for complying with all applicable Federal and State rules, regulations, guidelines and standards,
2. A system for an effective education and training program for all employees on detecting and reporting, fraud waste and abuse. All Trainings must be conducted in such a manner that can be verified by AHCCCS-OIG,
3. A mechanism for enforcement of standards through well-publicized disciplinary guidelines,
4. Establishment and implementation of procedures that include provision for the prompt referral of any potential fraud, waste, or abuse to AHCCCS-OIG, and
5. Cooperate with AHCCCS-OIG in any audit, review, investigation and/or requests for information of the Contractor.

The Contractor and its subcontractors shall agree to permit and cooperate with any on-site audit. An audit by AHCCCS may be conducted without notice and for the purpose of ensuring program compliance. The Contractor and its subcontractors also agree to respond to electronic, telephonic or written requests for information within the timeframe specified by AHCCCS. The Contractor and its subcontractors agree to provide documents, including original documents, to representatives of AHCCCS-OIG upon request and at no cost. AHCCCS-OIG shall allow a reasonable time for the Contractor and its subcontractors to copy the requested documents, not to exceed 30 calendar days from the date of the AHCCCS-OIG request.

The Contractor shall report a description of transactions between the Contractor and a party in interest (as defined in section 1318(b) of such Social Security Act), including the following transactions as specified in Section F, Attachment F1, Contractor Chart of Deliverables [Section 1903(m)(4)(B) of the Social Security Act]:

1. Any sale or exchange, or leasing of any property between the organization and such a party,
2. Any furnishing for consideration of goods, services (including management services), or facilities between the organization and such a party, but not including salaries paid to employees for services provided in the normal course of their employment, and
3. Any lending of money or other extension of credit between the organization and such a party.

The State or Secretary may require that information reported respecting an organization which controls, or is controlled by, or is under common control with, another entity be in the form of a consolidated financial statement for the organization and such entity.

**Reporting Alleged Fraud, Waste and Abuse of the AHCCCS Program:** In accordance with A.R.S. §36-2918.01, §36-2932, and §36-2905.04 the Contractor and its subcontractors are required to notify the AHCCCS Office of Inspector General (AHCCCS-OIG) regarding all allegations of fraud, waste, or abuse involving the AHCCCS Program. The Contractor shall, upon identification, report all instances of alleged fraud, waste and abuse involving the AHCCCS program, AHCCCS providers or AHCCCS members to AHCCCS-OIG as specified in Section F, Attachment F1, Contractor Chart of Deliverables and as outlined below:

1. If a Contractor discovers, or is made aware, that an incident of alleged fraud, waste, or abuse has occurred, the Contractor shall report the incident to AHCCCS-OIG within 10 business days, by completing and submitting the Report Suspected Fraud or Abuse of the Program form available on the AHCCCS-OIG webpage. All pertinent documentation that would assist AHCCCS in its investigation shall be attached to the form,
2. If a Contractor or subcontractor identifies an incident which warrants self-disclosure, the incident must be reported within 10 business days to AHCCCS-OIG by completing and submitting the Provider Self-Disclosure form available on the AHCCCS-OIG webpage. All pertinent documentation that would assist AHCCCS in its investigation shall be attached to the form.

**Deficit Reduction Act Requirements:** If the Contractor receives annual Medicaid payments of at least \$5 million dollars, the Contractor must establish written policies that provide detailed information and ongoing training and education regarding the provisions under the Federal False Claims Acts and FERA to their employees to certify its compliance with the Public Law (PL) 109-171 Section 6032 of the 2005 Deficit Reduction Act (DRA) [42 U.S.C. §1396a (a) (68)]. Pursuant to the Deficit Reduction Act of 2005 (DRA), Contractors, as a condition for receiving payments shall establish written policies for employees detailing [Section 1902(a)(68) of the Social Security Act]:

1. The Federal False Claims Act provisions,
2. The administrative remedies for false claims and statements,
3. Any State laws relating to civil or criminal penalties for false claims and statements, and
4. The whistleblower protections under such laws.

The Contractor shall require, through documented policies and subsequent Contract amendments, that subcontractors train their staff (including management, contractors, students, and agents) on the following aspects of the Federal False Claims Act provisions:

1. The administrative remedies for false claims and statements,
2. Any State laws relating to civil or criminal penalties for false claims and statements, and
3. The whistleblower protections under such laws.

**Disclosure of Information by Disclosing Entities:** The Contractor must furnish to AHCCCS-OIG the disclosures of information required of disclosing entities by 42 CFR Part 455, Subpart B; 42 CFR 455.100 - 455.106 within the timeframes described in 42 CFR 455.104 (c) or upon request by AHCCCS and as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

The Contractor and its subcontractors must register as an AHCCCS provider and comply with AHCCCS policies and procedures for provider participation.

**Corporate Compliance Reporting Requirements:** The Contractor shall submit all Corporate Compliance deliverables as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

The Contractor shall verify monthly whether any employees and contractors have been excluded from participating in Federal health care programs utilizing the US Department of Health and Human Services (“HHS”), Office of Inspector General website, [www.oig.hhs.gov](http://www.oig.hhs.gov) perform checks through the List of Excluded Individuals/entities (LEIE) and System for Award Management (SAM) databases and report to the AHCCCS Office of the Inspector General (“OIG”) on the outcome of this HHS verification. The Contractor shall attest to these monthly checks of employees and Contractors and report those findings to AHCCCS-OIG as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

The Contractor shall conduct background checks to avoid hiring or continuing employment for any individual, entity or affiliate that has been disbarred, suspended or lawfully prohibited from participating in any public procurement activity, or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.

All deliverables that contain protected health information (PHI) and/or other confidential or other sensitive content must be in compliance with all applicable HIPAA provisions and uploaded to the AHCCCS-designated secure FTP Server.

## 16. MONITORING REQUIREMENTS

**Reporting Requirements:** The Contractor shall submit timely, accurate, and complete reports or other information to AHCCCS as required in this Contract. The Contractor shall be subject to corrective action or sanctions if a report or other information is submitted as untimely, inaccurate, or incomplete.

The Contractor shall comply with the following submission standards:

1. **Timeliness:** Reports or other required data shall be received no later than 5:00 pm Arizona Time, on the scheduled due dates, as specified in Section F, Attachment F1, Contractor Chart of Deliverables. If the due date falls on a weekend or a State Holiday, the due date is 5:00 PM Arizona Time on the next business day, or as otherwise noted.
2. **Accuracy:** Reports or other information is prepared and submitted in strict conformity with appropriate authoritative sources and/or AHCCCS defined standards.
3. **Completeness:** Reports or other information is disclosed in a manner that is both responsive and relevant to the report’s purpose with no material omissions.

AHCCCS requirements regarding reports, report content, frequency, and submission of reports are subject to change at any time during the term of the Contract. The Contractor shall comply with all changes specified by AHCCCS. The Contractor shall be responsible for continued reporting beyond the term of the Contract.



**Requests for Information:** AHCCCS may, at any time during the term of this Contract, request financial, clinical or other information from the Contractor. Responses shall fully disclose all financial, clinical or other information requested. Information may be designated as confidential but may not be withheld from AHCCCS as proprietary. Information designated as confidential may not be disclosed by AHCCCS without the prior written consent of the Contractor except as required by law. Upon receipt of such requests for information from AHCCCS, the Contractor shall provide complete information to AHCCCS as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

If the Contractor believes the requested information is confidential and may not be disclosed to third parties, the Contractor shall provide a detailed legal analysis to AHCCCS, within the timeframe designated by AHCCCS, setting forth the specific reasons why the information is confidential and describing the specific harm or injury that would result from disclosure. In the event that AHCCCS withholds information from a third party as a result of the Contractor's statement, the Contractor shall be responsible for all costs associated with the nondisclosure, including but not limited to legal fees and costs.

**Readiness Reviews:** A Readiness Review is conducted at the discretion of AHCCCS to review programmatic operations of the Contractor. The purpose of a Readiness Review is to assess a Contractor's readiness and ability to provide services in accordance with this Contract. The Contractor must satisfy AHCCCS' requirements on all Readiness Review elements in order to continue operating under this Contract.

**Contractor Performance Monitoring and Oversight:**

The Contractor shall:

1. Achieve the desired outcomes and maintain compliance with Contract obligations,
2. Cooperate with any procedure for monitoring the Contractor's operations and performance to ensure program compliance and identify best practices, including, but not limited to, evaluation of submitted deliverables, ad hoc reporting, and periodic focused and full reviews, or ad hoc audits, without notice, to monitor Contractual requirements and performance as needed,
3. Submit to AHCCCS, in advance, or as otherwise directed, all documents and information related to Contractor's policies, procedures, job descriptions, logs, clinical and business practices, financial reporting systems, quality indicators, and any other information requested by AHCCCS,
4. Make available on-site, or through other methods as directed by AHCCCS, all requested eligibility, and grievance and appeal records selected for review,
5. During a review, ad hoc audit, and/or when requested by AHCCCS, produce, as soon as possible, any documents not requested in advance by AHCCCS,
6. Allow AHCCCS to have access to the Contractor's staff, as identified in advance, and at all times during a review,
7. Provide AHCCCS with workspace, access to a telephone, electrical outlets, internet access and privacy for conferences while on-site, and
8. Implement a CAP if an AHCCCS operational review or audit identifies deficiencies in performance.

CAPs and any modifications must be approved by AHCCCS. The Contractor shall cooperate with AHCCCS' follow-up reviews, monitoring or audits at any time after the completion of the initial review to determine the Contractor's progress in implementing a CAP. The Contractor shall accept AHCCCS technical assistance, when offered, and submit requested documents related to an audit or review, as directed by AHCCCS. The Contractor shall be on notice that review findings may be used in the scoring of subsequent bid Proposals submitted by the Contractor.

**Administrative Actions:** AHCCCS may issue the following Administrative Action(s) if it is determined that the Contractor is non-compliant with any provisions in this Contract. The type of remedy utilized by AHCCCS is at its sole discretion.

**Corrective Action:** The Contractor shall develop and implement an AHCCCS-approved CAP when AHCCCS determines and notifies the Contractor of non-compliance with any term of this Contract.

**Notice to Cure:** AHCCCS may provide a written Notice to Cure to the Contractor outlining the details of the non-compliance and timeframe to remedy the Contractor's performance. If, at the end of the specified time period, the Contractor has complied with the Notice to Cure requirements, AHCCCS may choose not to impose a sanction.

**Sanction:** The Contractor may be subject to Sanction(s) or any other available remedy under this Contract if at the end of the specified cure period the Contractor has not complied with the the Notice to Cure requirements.

AHCCCS may impose Sanctions for any breach of the Contract or any failure to comply with applicable State or Federal laws or regulations, or any term of this Contract, including, but not limited to:

1. Misrepresentation or falsification of information provided to AHCCCS,
2. Non-compliance with financial requirements,
3. Non-compliance with applicable State or Federal laws or regulations,
4. Loss of any information contained in reports, deliverables and records, and
5. Untimely, incomplete or inaccurate submission of reports, deliverables or other information requested by AHCCCS.

In the event of a Sanction, AHCCCS shall:

1. Consider the severity of the violation, at its sole discretion, to determine the amount of the sanction.
2. Provide written notice to the Contractor specifying the amount of the Sanction, the grounds for the Sanction, the amount of funds to be withheld from the Contractor's monthly payments, the steps necessary to avoid future Sanctions and the Contractor's right to file a claims dispute with AHCCCS to challenge the sanction.

AHCCCS may:

1. Offset against any payments due to the Contractor until the full Sanction amount is paid.

2. Impose additional Sanctions, which may be equal to or greater than the sanction imposed for the unresolved violation, in the event the Contractor fails to adequately correct the violation within established timeframes.

**Technical Assistance:** For Technical Assistance the Contractor shall note the following Technical Assistance Provisions:

1. Recognize AHCCCS' technical assistance to help the Contractor achieve compliance with any relevant Contract terms or Contract subject matter issues does not relieve the Contractor of its obligation to fully comply with all terms in this Contract.
2. Recognize that the Contractor's acceptance of AHCCCS' offer or provision of technical assistance shall not be utilized as a defense or a mitigating factor in a Contract enforcement action in which compliance with Contract requirements is at issue.
3. Recognize that AHCCCS not providing technical assistance to the Contractor as it relates to compliance with a Contract requirement or any and all other terms, shall not be utilized as a defense or a mitigating factor in a Contract enforcement action in which compliance with Contract requirements is at issue.
4. Recognize that a Contractor's subcontractor participation in a technical assistance matter, in full or in part, does not relieve the Contractor of its Contractual duties nor modify the Contractor's Contractual obligations.

## 17. FINANCIAL MANAGEMENT

The Contractor will be compensated through payment of a price per SMI Eligibility Determination/ Clinical Decertification conducted, regardless of outcome.

The Contractor shall be responsible for the cost for the SMI Eligibility Determination, related grievance and appeal processes, and for costs associated with conducting follow-up evaluations in the event of a dispute between the applicant's treating behavioral health provider and the Contractor's SMI Eligibility Determination professional. The Contractor shall also be responsible for the cost for any SMI Clinical Decertifications. The Contractor shall develop and maintain internal controls and systems to separately account for AHCCCS related revenue and expenses and non-AHCCCS related revenue and expenses by type and program and manage record and report funds in accordance with the practices, procedures and standards in the State of Arizona Accounting Manual.

The Contractor shall submit audited financial statements by Title XIX/XXI and Non-Title XIX/XXI categories, audited by an independent Certified Public Accountant and prepared in accordance with the Generally Accepted Auditing Standards (GAAS), as specified in Section F, Attachment F1, Contractor Chart of Deliverables. The Title XIX/XXI and Non-Title XIX/XXI audit may be reported in a supplemental schedule as part of the Contractor's annual audit.

The Contractor shall notify and reimburse AHCCCS within 30 days of when the Contractor identifies an overpayment by AHCCCS as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

The Contractor shall submit a monthly invoice or Contractor Expenditure Report (CER) as specified in Section F, Attachment F1, Contractor Chart of Deliverables for monthly Title XIX/XXI and Non-Title XIX/XXI payments based on the number of SMI Eligibility Determinations and Clinical

Decertifications conducted for Title XIX and Non-Title XIX members during the month multiplied by the Contracted price per SMI Eligibility Determination/Clinical Decertification amount and be responsible for any charges or expenses imposed for transfers or related actions.

AHCCCS shall:

1. Have the right, at any time during the term of this Contract, to request financial or other information from the Contractor,
2. Provide funds that are subject to availability and the terms and conditions of this Contract,
3. Pay the Contractor, provided that the Contractor's performance is in compliance with the terms and conditions of this Contract,
4. Not be responsible for payment to the Contractor for any purchases, expenditures or subcontracts made by the Contractor in anticipation of funding,
5. Have the option to make payments to the Contractor by wire or National Automated Clearing House Association (NACHA) transfer and shall provide the Contractor at least 30 days' notice prior to the effective date of any such change,
6. Not be liable for any error or delay in transfer or indirect or consequential damages arising from the use of the electronic funds transfer process where payments are made by electronic funds transfer,
7. Adjust payments when an error is discovered and may make a payment adjustment through a corresponding decrease in a current Contractor's payment or by processing an additional payment to the Contractor,
8. Reserve the right to modify the awarded Contracted price per SMI Eligibility Determination/Clinical Decertification amount by adjusting the denominator for fluctuations in the number of Determinations and Clinical Decertifications that would represent a significant change from the number of Determinations and Clinical Decertifications provided in the RFP Cost Bid Submission file.
9. Monitor assessments and SMI Eligibility Determination and Clinical Decertification metrics. AHCCCS may audit the Contractor's data should it be determined that the metrics indicate inappropriate increases in SMI Eligibility Determinations and/or Clinical Decertifications in order to artificially increase revenue and may issue Administrative Action. See Section D, Paragraph 16, Monitoring Requirements for further information,
10. Limit the Contractor's profits to 5% of total revenue per Contract Year,
11. Require the Contractor to exclude imposed sanctions from expenses for the purpose of calculating profit,
12. Notify the Contractor of AHCCCS' draft preliminary Determination of the Contractor's profit analysis in writing after receiving the Contractor's Audited Financial Statements. The Contractor shall have 20 days to comment on the preliminary results prior to a final Determination being made by AHCCCS, and
13. Require the Contractor to return excess profits to AHCCCS upon final calculation by AHCCCS through a reduction of a future payment to the Contractor.

#### **18. PROVIDER REGISTRATION**

The Contractor and its subcontractors must register with AHCCCS to become an approved service provider(s), consistent with provider disclosure, screening, and enrollment requirements, and be in receipt of an AHCCCS Provider ID Number. Each provider that does not already have a current AHCCCS ID number must sign a Provider Participation Agreement. The original shall be forwarded to

AHCCCS. Each provider must also have a National Provider Identifier (NPI) number. More information is available on the AHCCCS website.

**19. PENDING ISSUES**

Due to concerns from stakeholders during this legislative session, AHCCCS will be reviewing and revising AMPM Policy 320-P regarding persons with co-occurring substance use disorders in order to address these concerns and align with current literature and best practices.

[END OF SECTION D: SCOPE OF WORK]

**SECTION E: TERMS AND CONDITIONS**

1. DEFINITIONS - All definitions listed in Section C, Definitions.
2. Contract Interpretation

Arizona Law. The Arizona law applies to this Contract including, A.R.S. §36-2906 and its implementing rules.

Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

1. HIPAA Business Associate Addendum,
2. Terms and Conditions,
3. Statement or Scope of Work,
4. Attachments,
5. Exhibits,
6. Documents referenced or included in the Solicitation, and
7. Policies and Procedures.

Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

Audit. Pursuant to A.R.S. §35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on Section A, Solicitation Page, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. The Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). The Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by the Contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract.

Federal Immigration and Nationality Act. The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

E-Verify Requirements. In accordance with A.R.S. §41-4401, the Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A.

Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

#### 4. Costs and Payments

Applicable Taxes.

1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
3. Tax Indemnification. The Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
4. I.R.S. W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

Availability of Funds for the current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

1. Accept a decrease in price offered by the Contractor;
2. Cancel the Contract; or
3. Cancel the Contract and re-solicit the requirements.

#### 5. Contract Changes

Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within



the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an individual who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

AHCCCS and its Contractors are subject to legislative mandates, directives, regulatory changes, executive and court orders related to any term in this Contract that may result in changes to the program. AHCCCS will either amend the Contract or incorporate changes in policies incorporated in the Contract by reference.

Change in Contractor Organizational Structure. The Contractor shall obtain prior approval of AHCCCS and sign a written Contract Amendment, or any other paperwork required by the State, for any Change in Organizational Structure of Contractor, or of a subcontracted provider that is related or affiliated with the Contractor. The Contractor shall submit notification and a detailed transition plan for review, as specified in Section F, Attachment F1, Contractor Chart of Deliverables. The Plan shall include the following:

- a. Strategies to ensure uninterrupted services to individuals eligible to receive SMI Eligibility Determinations,
- b. Evaluation of the new entity's ability to perform the Contract requirements and support the SMI Eligibility Determination process, and
- c. Assurance that services are not diminished and that major components of the organization and programs are not adversely affected by the change in organizational structure.

A change in organizational structure may require a Contract amendment. If the Contractor does not obtain prior approval, or AHCCCS determines that a change in organizational structure is not in the best interest of the State, AHCCCS may terminate this Contract pursuant to Contract Terms and Conditions.

## 6. Risk and Liability

Indemnification, Contractor/Vendor Indemnification. The parties to this Contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this Contract is responsible for its own negligence.

Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the

Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. §41-621 and §35-154, this section shall not apply.

Force Majeure. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

## 7. Warranties

Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

Survival of Rights and Obligations after Contract Expiration or Termination.

Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. §12-510, except as provided in A.R.S. §12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

## 8. State's Contractual Remedies

Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Section E, Terms and Conditions or other rights and remedies available by law or provided by the Contract.

Stop Work Order. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in Section E, Terms and Conditions.

## 9. Contract Termination

Cancellation for Conflict of Interest. Pursuant to A.R.S. §38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any individual significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. §38-511.

Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.

Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

Termination for Default. In addition to the rights reserved in the Contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination and as directed in the termination notice.

#### 10. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).

#### 11. Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

#### 12. Insurance Requirements

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to

individuals or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

**Minimum Scope and Limits of Insurance**

Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form
 

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

  - General Aggregate \$2,000,000
  - Products – Completed Operations Aggregate \$1,000,000
  - Personal and Advertising Injury \$1,000,000
  - Damage to Rented Premises \$50,000
  - Each Occurrence \$1,000,000
  - a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
  - b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
2. Business Automobile Liability
 

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

  - Combined Single Limit (CSL) \$1,000,000
  - a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
  - b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards,

commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

### 3. Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident \$1,000,000
  - Disease – Each Employee \$1,000,000
  - Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. §23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

### 4. Professional Liability (Errors and Omissions Liability)

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

- a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this Contract.

#### **Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. §41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

**Acceptability of Insurers**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Verification of Coverage**

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement. Submit as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the AHCCCS Minimum Subcontract Provisions found on the AHCCCS website. The Department reserves the right to require, at any time throughout the life of this Contract, proof from the Contractor that its subcontractors have the required coverage.



**Approval and Modifications**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**Exceptions**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

13. Assignment of Contract and Bankruptcy. This Contract is voidable and subject to immediate cancellation by the Procurement Officer upon Contractor becoming insolvent or filing proceedings in bankruptcy or assigning rights or obligations under this Contract without the prior written consent of the Procurement Officer.
14. Choice of Forum. The parties agree that jurisdiction over any action arising out of or relating to this Contract shall be brought or filed in a court of competent jurisdiction located in the State of Arizona.
15. Conflict of Interest. The Contractor shall not undertake any work that represents a potential conflict of interest, or which is not in the best interest of AHCCCS or the State without prior written approval by AHCCCS. The Contractor shall fully and completely disclose any situation that may present a conflict of interest. If the Contractor is now performing or elects to perform during the term of this Contract any services for any AHCCCS health plan, provider or Contractor or an entity owning or controlling same, the Contractor shall disclose this relationship prior to accepting any assignment involving such party.
16. Contract Cancellation (Immediate). This Contract is critical to AHCCCS and the agency reserves the right to immediately cancel the whole or any part of this Contract due to failure of the Contractor to carry out any material obligation, term or condition of the Contract. The Procurement Officer shall issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act in any of the following:
  1. The Contractor provides material that does not meet the specifications of the Contract,
  2. The Contractor fails to adequately perform the services set forth in the specifications of the Contract,
  3. The Contractor fails to complete the work required or furnish the materials required within the time stipulated in the Contract,
  4. The Contractor fails to make progress in the performance of the Contract and/or gives the Procurement Officer reason to believe that the Contractor will not or cannot perform to the requirements of the Contract,
  5. The Procurement Officer may resort to any single or combination of the following remedies:
    - a. Cancel any contract,
    - b. Reserve all rights or claims to damage for breach of any covenants of the Contract,

- c. Perform any test or analysis on materials for compliance with the specifications of the Contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the Contractor,
    - d. In case of default, the Procurement Officer reserves the right to purchase materials or to complete the required work in accordance with the Arizona Procurement Code,
  6. The Procurement Officer may recover reasonable excess costs from the Contractor by:
    - a. Deduction from an unpaid balance,
    - b. Collection against the bid and/or performance bond, or
    - c. Any combinations of the above or any other remedies as provided by law.
17. Contract Cancellation (Minimum 10 Day). The Procurement Officer reserves the right to cancel the whole or any part of this Contract due to failure by the Contractor to carry out any material obligation, term or condition of the Contract. The Procurement Officer shall issue written notice to the Contractor for acting or failing to act as in any of the following:
  1. The Contractor provides material that does not meet the specifications of the Contract,
  2. The Contractor fails to adequately perform the services set forth in the specifications of the Contract,
  3. The Contractor fails to complete the work required or furnish the materials required within the time stipulated by the Contract,
  4. The Contractor fails to make progress in the performance of the Contract and/or gives the Procurement Officer reason to believe that the Contractor will not or cannot perform to the requirements of the Contract,
  5. Upon receipt of the written notice of concern, the Contractor shall have a minimum of ten (10) days (Procurement Officer may determine a longer period) to provide a satisfactory response to the Procurement Officer. Failure on the part of the Contractor to adequately address all issues of concern may result in the Procurement Officer resorting to any single or combinations of the following remedies:
    - a. Cancel any Contract,
    - b. Reserve all rights or claims to damage for breach of any covenant of the Contract,
    - c. Perform any test or analysis on materials for compliance with the specifications of the Contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the Contractor,
    - d. In case of default, the Procurement Officer reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code,
    - e. The Procurement Officer may recover reasonable excess costs from the Contractor by:
      - i. Deduction from an unpaid balance,
      - ii. Collection against the bid and/or performance bond, or
      - iii. Any combination of the above or any other remedies as provided by law.
18. Contract Disputes. Contract claims and disputes shall be adjudicated in accordance with State Law, AHCCCS Rules and this Contract. Except as provided by 9 A.A.C. Chapter 22, Article 6, the exclusive manner for the Contractor to assert any dispute against AHCCCS shall be in accordance with the process outlined in 9 A.A.C. Chapter 34 and A.R.S. §36-2932.

1. All disputes except as provided under 9 A.A.C. Chapter 22, Article 6 shall be filed in writing and be received by AHCCCS no later than 60 days from the date of the disputed notice. All disputes shall state the factual and legal basis for the dispute.
  2. Pending the final resolution of any disputes involving this Contract, the Contractor shall proceed with performance of this Contract in accordance with AHCCCS' instructions, unless AHCCCS specifically, in writing, requests termination or a temporary suspension of performance.
19. Cooperation with other Contractors. AHCCCS may award other contracts for additional or related work and the Contractor shall fully cooperate with such other Contractors and AHCCCS employees or designated agents, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by AHCCCS employees. AHCCCS shall equitably enforce this section to all Contractors to prevent the imposition of unreasonable burdens on any Contractor.
20. Confidentiality of Records and Disclosure of Confidential Information.
1. The Contractor shall not, without prior written approval from AHCCCS, either during or after the performance of the services required by this Contract, use, other than for such performance, or disclose to any individual other than AHCCCS personnel with a need to know, any information, data, material, or exhibits created, developed, produced, or otherwise obtained during the course of the work required by this Contract. This nondisclosure requirement shall also pertain to any information contained in reports, documents, or other records furnished to the Contractor by AHCCCS.
  2. The Contractor shall establish and maintain written policies procedures and controls, approved by AHCCCS, governing access to, duplication of, and dissemination of all such information for the purpose of assuring that no information contained in its records or obtained from AHCCCS or others carrying out its functions under the Contract, is used or disclosed by it, its agents, officers or employees, except as required to efficiently perform duties under the Contract. Individuals requesting such information shall be referred to AHCCCS. The Contractor's data safeguard program shall further conform to the data confidentiality and security requirements of AHCCCS policy and procedures, and all-relevant state and federal requirements, including HIPAA standards.
  3. The disclosure of information in summary, statistical, or other form that does not identify particular individuals is permitted only with prior AHCCCS approval. The use or disclosure of information concerning applicants and AHCCCS members will be limited to purposes directly connected with the scope of this Contract.
  4. The Contractor shall advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. A signed confidentiality statement containing language approved by AHCCCS shall be obtained from all employees, agents and subcontractors, if any, and maintained in the individual's personnel file with a copy sent to AHCCCS upon request.
21. Covenant against Contingent Fees. The Contractor warrants that no individual or agency has been employed or retained to solicit or secure this Contract upon an agreement or

understanding for a commission, percentage, brokerage or contingent fee. For violation of this warranty, the Procurement Officer shall have the right to annul this Contract without liability.

22. Contract. The Contract between AHCCCS and the Contractor shall consist of (1) the Request for Proposal (RFP) including AHCCCS policies and procedures incorporated by reference as part of the RFP and (2) the proposal submitted by the Contractor in response to the RFP including any Best and Final Offers. In the event of a conflict in language between the proposal (including any Best and Final Offers) and the RFP (including AHCCCS policies and procedures incorporated by reference), the provisions and requirements set forth and/or referenced in the RFP (including AHCCCS policies and procedures incorporated by reference) shall govern.

The Contract shall be construed according to the laws of the State of Arizona.

23. Fraud and Abuse. It shall be the responsibility of the Contractor to report all cases of suspected fraud and abuse by subcontractors, applicants, AHCCCS members, or employees. The Contractor shall provide written notification of all such incidents to AHCCCS. See Section D, Paragraph 15, Corporate Compliance for reporting requirements.

As stated in A.R.S. §13-2310, incorporated herein by reference, any individual who knowingly obtains any benefit by means of false or fraudulent pretenses, representations, promises or material omissions is guilty of a class 2 felony.

The Contractor is required to research potential overpayments identified by a fraud and abuse investigation or audit conducted by AHCCCS. Refer to Section D, Paragraph 15, Corporate Compliance for disposition requirements.

24. Independent Contractor and Employees of Contractor. The Contractor represents himself/herself to be an independent Contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Arizona and/or AHCCCS. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, etc. All employees of the Contractor employed or in performance of work under this Contract shall be employees of the Contractor at all times and not of AHCCCS. The Contractor shall comply with the Social Security Act, Workers' Compensation laws and unemployment laws of the State of Arizona as well as federal, state and local legislation relevant to the Contractor's business.

25. Licenses. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

26. Lobbying. No funds paid to the Contractor by AHCCCS, or interest earned thereon, shall be used for the purpose of influencing or attempting to influence an officer or employee of any federal or State agency, a member of the United States Congress or State Legislature, an officer or employee of a member of the United States Congress or State Legislature in connection with awarding of any federal or State contract, the making of any federal or State grant, the making of any federal or State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal or State contract, grant, loan,

or cooperative agreement. The Contractor shall disclose if any funds other than those paid to the Contractor by AHCCCS have been used or will be used to influence the individuals and entities indicated above and will assist AHCCCS in making such disclosures to CMS.

27. No Guaranteed Quantities. AHCCCS does not guarantee the Contractor any minimum or maximum quantity of services or goods to be provided under this Contract.
28. Non-exclusive Contract. Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of AHCCCS. The State reserves the right to obtain like goods or services from another source when necessary.
29. Ownership of Information and Data. Any data or information system, including all software, documentation and manuals, developed by Contractor pursuant to this Contract, shall be deemed to be owned by AHCCCS. The federal government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, such data or information system, software, documentation and manuals. Proprietary software which is provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership or licensing provisions of this section.

Data, information and reports collected or prepared by Contractor in the course of performing its duties and obligations under this Contract shall be deemed to be owned by AHCCCS. The ownership provision is in consideration of Contractor's use of public funds in collecting or preparing such data, information and reports. These items shall not be used by Contractor for any independent project of Contractor or publicized by Contractor without the prior written permission of the Procurement Officer. Subject to applicable state and federal laws and regulations, AHCCCS shall have full and complete rights to reproduce, duplicate, disclose and otherwise use all such information. At the termination of the Contract, Contractor shall make available all such data to the Procurement Officer within thirty (30) days following termination of the Contract or such longer period as approved by the Procurement Officer. For purposes of this subsection, the term "data" shall not include applicants' or AHCCCS members' medical records.

Except as otherwise provided in this section, if any copyrightable or patentable material is developed by Contractor in the course of performance of this Contract, the federal government, AHCCCS and the State of Arizona shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for state or federal government purposes. The Contractor shall additionally be subject to the applicable provisions of 45 CFR Part 74 and 45 CFR Parts 6 and 8.

30. Records. In addition to the requirements set forth in this Contract under Section E, Terms and Conditions, all books and records shall be maintained to the extent and in such detail as required by Arizona Statute and AHCCCS Rules and Policies. Records shall include, but not be limited to, financial statements, records relating to quality of care, medical records, prescription files, and case files (both hard copy and stored data), and other records specified by AHCCCS.

The Contractor shall make available at all reasonable times during the term of this Contract and the period set forth in in this section, any of its records for inspection, audit or reproduction by any authorized representative of AHCCCS, State or Federal government. The Contractor agrees that all information, records and data relating to this Contract is the property of AHCCCS and must be surrendered upon request, in a specific format, electronic or otherwise, as requested. The Contractor shall be responsible for any costs associated with the reproduction of requested information.

The Contractor shall preserve and make available all records for a period of five years from the date of final payment under this Contract except as provided below:

If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.

- a. Records that relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by AHCCCS, shall be retained by the Contractor for a period of five years after the date of final disposition or resolution thereof.
- b. Completed case files shall be scheduled for archive shipment to AHCCCS, as defined by AHCCCS Policy and Procedures.

For retention of patient medical records, the Contractor shall ensure compliance with A.R.S. §12-2297 which provides, in part, that a health care provider shall retain patient medical records according to the following:

- a. If the patient is an adult, the provider shall retain the patient medical records for at least six years after the last date the adult patient received medical or health care services from that provider.
- b. If the patient is under 18 years of age, the provider shall retain the patient medical records either for at least three years after the child's eighteenth birthday or for at least six years after the last date the child received medical or health care services from that provider, whichever date occurs later.

The Contractor shall comply with the record retention periods specified in HIPAA laws and regulations, including, but not limited to 45 CFR 164.530(j)(2).

If this Contract is completely or partially terminated, records shall be retained as described above.

The Contractor agrees that all information, records and data relating to this Contract is the property of AHCCCS and must be surrendered upon request, in a specific format, electronic or otherwise, as requested.

In the event of expiration or termination or suspension of any Contract awarded under this scope of work by AHCCCS, the Contractor shall transfer all information, records and data relating

to this Contract as directed by AHCCCS within the time specified or be subject to sanctions or penalties.

Under A.R.S. §35-214 and §35-215, the Contractor shall retain and make available and shall contractually require each subcontractor to retain and make available all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract, unless a longer period of time is required by law. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

31. Responsibility for Payments Indemnification. The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees and will indemnify and save AHCCCS harmless for all claims whatsoever growing out of the lawful demands of employees, subcontractors, suppliers or any other third party incurred in the furtherance of the performance of the Contract. The Contractor shall, at AHCCCS' request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
32. Term of Contract and Option to Renew. The initial term of this Contract shall be for two years and nine months with two (2) one-year options to extend, for a potential total contracting period of four years and nine months. The terms and conditions of any such contract extension shall remain the same as the original contract, as amended. All contract extensions shall be through Contract amendment, and shall be at the sole option of AHCCCS.

Initial Term of Contract:

- Nine Month Period: January 1, 2019 to September 20, 2019
- Year One: October 1, 2019 to September 30, 2020
- Year Two: October 1, 2020 to September 30, 2021

Potential Two (2) One-Year Options to Extend:

- Year Three: October 1, 2021 to September 30, 2022
- Year Four: October 1, 2022 to September 30, 2023

When the Procurement Officer issues an amendment to extend the Contract, the provisions of such extension will be deemed to have been accepted 60 days after the date of mailing by the Procurement Officer, even if the extension amendment has not been signed by the Contractor, unless within that time the Contractor notifies the Procurement Officer in writing that it refuses to sign the extension amendment. If the Contractor provides such notification, the Procurement Officer will initiate Contract termination proceedings.

If the Contractor chooses not to renew this Contract, the Contractor may be liable for certain costs associated with the transition to a different Contractor. If the Contractor provides the Procurement Officer written notice of its intent not to renew this Contract at least 180 days before its expiration, this liability for transition costs may be waived by the Procurement Officer.

[END OF SECTION E: TERMS AND CONDITIONS]

**SECTION F: ATTACHMENTS**

**ATTACHMENT F1: CHART OF DELIVERABLES**

Contract/RFP No. YH18-0017

**SECTION F: ATTACHMENTS**

**ATTACHMENT F1: CHART OF DELIVERABLES**

The following table is a summary of the periodic reporting requirements for the Contractor and is subject to change at any time during the term of the contract. The table is presented for convenience only and should not be construed to limit the Contractor’s responsibilities in any manner. Content for all deliverables is subject to review. AHCCCS may assess sanctions if it is determined that late, inaccurate or incomplete data is submitted.

The deliverables listed below are due by 5:00 PM Arizona Time on the due date indicated, if the due date falls on a weekend or a State Holiday the due date is 5:00 PM Arizona Time on the next business day.

All deliverables which are noted to be submitted via **SharePoint** are to be submitted to the **SharePoint Contract Compliance Site** at: <https://compliance.azahcccs.gov>. Should AHCCCS modify the submission process for deliverables; AHCCCS shall provide a letter of instruction to the Contractor outlining changes to the deliverable submission process.

Area	Timeframe	Report	When Due	Contract Section	Send To	Submitted Via
DBF CONTRACTS & PURCHASING	Ad Hoc	Complete and Valid Certification of Insurance (ACORD form or approved equivalent)	Prior to Contract execution and when certificate is renewed	Terms and Conditions	AHCCCS Procurement Office	Email notification to AHCCCS Procurement
DHCM CLINICAL RESOLUTION	Semi-Annually	Grievance Report	April 15 October 15	Grievance and Appeal Requirements	DHCM Clinical Resolution Unit	SharePoint
DHCM FINANCE	Ad Hoc	Overpayment	Within 30 days of when Contractor identifies an overpayment	Financial Management	DHCM Program Compliance Auditor	SharePoint



**SECTION F: ATTACHMENTS**

**ATTACHMENT F1: CHART OF DELIVERABLES**

**Contract/RFP No. YH18-0017**

<b>Area</b>	<b>Timeframe</b>	<b>Report</b>	<b>When Due</b>	<b>Contract Section</b>	<b>Send To</b>	<b>Submitted Via</b>
DHCM FINANCE	Annually	Contractor Audited Financial Statements by Title XIX/XXI and Non-Title XIX/XXI	120 days after the Contractors year end	Financial Management	DHCM Financial Consultant	SharePoint
DHCM FINANCE	Monthly	Monthly Invoice or Contractor Expenditure Report (CER)	Within 5 days at the beginning of each month	Financial Management	DHCM Finance	SharePoint
DHCM OPERATIONS	Ad Hoc and Annually	Attestation of Staff Completion of Cultural Competency Training	Within 90 days of hire and annually within 30 days of start of Contract Year	Staffing Requirements	DHCM Operations and Compliance Officer	SharePoint
DHCM OPERATIONS	Ad Hoc	Changes to Contractor Processes, Plans and/or Policies	30 days prior to implementation	Administrative Requirements	DHCM Operations and Compliance Officer	SharePoint
DHCM OPERATIONS	Ad Hoc	Change in Contractor Organizational Structure	180 days prior to the effective date	Terms and Conditions	DHCM Operations and Compliance Officer	SharePoint
DHCM OPERATIONS	Ad Hoc	Informational Materials/Applicant-Directed Forms or Communications	15 days prior to distribution or posting to the Contractor's website	Communication Guidelines	DHCM Operations and Compliance Officer	SharePoint

**SECTION F: ATTACHMENTS**

**ATTACHMENT F1: CHART OF DELIVERABLES**

**Contract/RFP No. YH18-0017**

Area	Timeframe	Report	When Due	Contract Section	Send To	Submitted Via
DHCM OPERATIONS	Ad Hoc Annually	Key Staff: Organizational Chart	Upon request and annually 15 days after the start of the Contract year	Staffing Requirements	DHCM Operations and Compliance Officer	SharePoint
DHCM OPERATIONS	Ad Hoc	Key Staff: Change in Availability Exceeding 30 Clendar Days	Immediately	Staffing Requirements	DHCM Operations and Compliance Officer	SharePoint
DHCM OPERATIONS	Ad Hoc	Key Staff: Changes	Immediately Within 7 days after the date of a change in Key Staff	Staffing Requirements	DHCM Operations and Compliance Officer	SharePoint
DHCM OPERATIONS	Ad Hoc	Proposed Subcontracts	60 days prior to the beginning of the subcontract	Administrative Requirements	DHCM Operations and Compliance Officer	SharePoint
DHCM OPERATIONS	Ad Hoc	Response to AHCCCS Requests for Information	No later than 10 business days after the receipt of the request unless otherwise specified in the request	Monitoring Requirements	DHCM Operations and Compliance Officer	SharePoint
DHCM OPERATIONS	Ad Hoc	Subcontracts Non-Compliance Reporting	Within 30 days of discovery	Administrative Requirements	DHCM Operations and Compliance Officer	SharePoint

**SECTION F: ATTACHMENTS**

**ATTACHMENT F1: CHART OF DELIVERABLES**

**Contract/RFP No. YH18-0017**

<b>Area</b>	<b>Timeframe</b>	<b>Report</b>	<b>When Due</b>	<b>Contract Section</b>	<b>Send To</b>	<b>Submitted Via</b>
DHCM OPERATIONS	Ad Hoc	System Change Plan	Six months prior to expected implementation	Information Systems	DHCM Operations and Compliance Officer	SharePoint
DHCM OPERATIONS	Annually	Continuity of Operations and Recovery Plan	February 15	Continuity of Operations and Recovery	DHCM Operations and Compliance Officer	SharePoint
DHCM OPERATIONS	Annually	Description of Training and Cultural Competency Program	Within 30 days of start of Contract year	Staffing Requirements	DHCM Operations and Compliance Officer	SharePoint
DHCM OPERATIONS	Annually	Subcontractor Evaluation Report	Within 90 days of the start of the Contract year	Administrative Requirements	DHCM Operations and Compliance Officer	SharePoint
DHCM OPERATIONS	Monthly	Provider Submission Error Reports (Utilizing Reporting Template provided by DHCM, OCO)	15 days after month end	Data Exchange and Data Collection Requirements	DHCM Operations and Compliance Officer	SharePoint
DHCM OPERATIONS	Quarterly	SMI Eligibility Determination Report	15 days after quarter end	SMI Eligibility Determination Record(s), Supporting Documentation, and SMI Eligibility Determination Report	DHCM Operations and Compliance Officer	SharePoint

**SECTION F: ATTACHMENTS**

**ATTACHMENT F1: CHART OF DELIVERABLES**

**Contract/RFP No. YH18-0017**

Area	Timeframe	Report	When Due	Contract Section	Send To	Submitted Via
DHCM QUALITY MANAGEMENT	Annually	Quality Management and Performance Improvement Plan and Evaluation	March 15 <sup>th</sup> of each Contract year	Quality Management	DHCM Quality Management Manager	SharePoint
OFFICE OF INSPECTOR GENERAL	Ad Hoc	Disclosure of Information by Disclosing Entities	Upon Request and as required by: [42 CFR 455.104(c)]	Corporate Compliance	Office of Inspector General Performance Improvement and Audits	SharePoint
OFFICE OF INSPECTOR GENERAL	Ad Hoc	Report of Alleged Fraud, Waste, and Abuse Involving the AHCCCS Program	Within 10 business days	Corporate Compliance	Office of Inspector General Performance Improvement and Audits	AHCCCS Website: <a href="https://www.azahcccs.gov/Fraud/ReportFraud/">https://www.azahcccs.gov/Fraud/ReportFraud/</a>
OFFICE OF INSPECTOR GENERAL	Ad Hoc	Transactions Between the Contractor and a Party in Interest	Within seven business days	Corporate Compliance	Office of Inspector General Performance Improvement and Audits	SharePoint

**SECTION F: ATTACHMENTS**

**ATTACHMENT F1: CHART OF DELIVERABLES**

**Contract/RFP No. YH18-0017**

Area	Timeframe	Report	When Due	Contract Section	Send To	Submitted Via
OFFICE OF INSPECTOR GENERAL	Quarterly	Attest to Monthly Checks of Employees and Subcontractors against Exclusion Lists & Databases; Provide Names of Exclusion Lists & Databases checked; and Provide Names of Employees and Subcontractors Found on Exclusion Lists & Databases	15 days after quarter end	Corporate Compliance	Office of Inspector General Performance Improvement and Audits	SharePoint

[END OF ATTACHMENT F1: CHART OF DELIVERABLES]

[END OF SECTION F: ATTACHMENTS]

**SECTION G: INSTRUCTIONS TO OFFERORS****UNIFORM INSTRUCTIONS TO OFFEROR****1. DEFINITIONS**

**ATTACHMENT:** Any item labeled as an Attachment in the Contract or placed in the Attachments section of the Contract.

**BEST AND FINAL OFFER:** A revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service and products to be delivered. Sometimes referred to as a Final Proposal Revision.

**BUSINESS ASSOCIATE AGREEMENTS:** Agreements developed between the Contractor and business partners, AHCCCS Contractors, providers and others to comply with the Privacy Standards; the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C ("Security Standards"); HIPAA; and other applicable Federal and State laws, in order to protect the privacy of PHI in any form and to safeguard the confidentiality, integrity, and availability of Electronic PHI ("ePHI") related to this rendering SMI Eligibility Determinations and Clinical Decertifications.

**CONTRACT:** The combination of the Solicitation, including the Instructions to Offerors, Contract Terms and Conditions, and Scope of Work; the Offer; any Best and Final Offers; any Solicitation Amendments or Contract Amendments; and any terms applied by law.

**CONTRACT PERFORMANCE START DATE:** The date the Contractor is required to render SMI Eligibility Determination and Clinical Decertification decisions. This date may be specified on the Offer and Acceptance Form executed by the State or by notice to the Contractor.

**DAYS:** Calendar days unless otherwise specified.

**EXHIBIT:** Any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

**MAY:** Indicates something that is not mandatory but permissible.

**NATIONAL PROVIDER NUMBER (NPI):** This single, unique ID is used for billing purposes by the provider to all third party payers, including billing for reimbursement under the DSC Program. All typical health care providers must have a 10-digit National Provider Identifier (NPI).

**OFFER:** A response to a solicitation.

**OFFEROR:** A vendor or person who responds to a Solicitation.

**PROCUREMENT OFFICER:** The person, or his or her designee, duly authorized by the State and AHCCCS to enter into and administer Contracts and made written determinations with respect to the Contract.

**REQUEST FOR PROPOSAL (RFP):** A document prepared by AHCCCS which describes the services required and which instructs a prospective Offeror how to prepare a response (Proposal).

**SHALL, MUST:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a Proposal as non-responsive.

**SHOULD:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the State may, at its sole option, ask the Offeror to provide the information or evaluate the Proposal without the information.

**SOLICITATION:** An Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).

**SOLICITATION AMENDMENT:** A written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

**SUCCESSFUL OFFEROR:** A responsible and responsive Offeror that is awarded a Contract under this RFP.

## 2. INQUIRIES

- a. Duty to Examine: It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.
- b. Solicitation Contact Person: Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officer.
- c. Submission of Inquiries: All inquiries related to the Solicitation are required to be submitted via email to the Procurement Officer listed on Section A, Solicitation Page. All responses to inquiries will be answered in the form of a solicitation amendment. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Offerors are prohibited from contacting any State employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.
- d. Timeliness: Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted no later than the date and time indicated on the Notice of Request for Proposal (RFP front page) for review and determination by AHCCCS. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

- e. No Right to Rely on Verbal Responses: Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.
- f. Solicitation Amendments: The Solicitation shall only be modified by a Solicitation Amendment.
- g. Pre-Offer Conference: If a Pre-Offer Conference has been scheduled under this Solicitation, the date, time and location shall appear on Section A, Solicitation Page. Offerors should raise any questions they may have about the Solicitation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- h. Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation Contact Person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### 3. OFFER PREPARATION

- a. Electronic Documents: The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Refer also to RFP Section G, Special Instructions to Offeror Paragraph 5, *Proposal Information*, for requirements for electronic submission of Proposal. Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.
- b. RFP Sections, Attachments, & Exhibits: The RFP document consists of requirements found in RFP Section A through H:

#### **Sections A, B, & C**

Section A: Solicitation Page and Offer and Acceptance Form

Section B: Service and Funding

Section C: Definitions

#### **Section D: Scope of Work**

#### **Section E: Contract Terms and Conditions**

#### **Section F: Attachments**

Attachment F1: Contractor Chart of Deliverables



**Section G: Instructions to Offerors****Section H: Exhibits**

Exhibit A: Offeror's Checklist

Exhibit B: Offeror's Certification Regarding Boycott of Israel

Exhibit C: Instructions to Secured File Transfer Protocol (SFTP)

Exhibit D: AHCCCS Questions and Answers Form

Exhibit E: Proposed Subcontracts Template

**Section I: HIPAA Business Associate Addendum**

- c. Evidence of Intent to be Bound: The Offer and Acceptance Form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, may result in rejection of the Offer.
- d. Cost of Offer Preparation: AHCCCS will not reimburse any Offeror the cost of responding to a Solicitation.
- e. Federal Excise Tax: The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- f. Provision of Tax Identification Numbers: Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form.
- i. Employee Identification: Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared with only appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- g. Identification of Taxes in Offer: The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.
- h. Disclosure: If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or

debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

- i. Delivery: Unless otherwise stated in the Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination.
- j. Federal Immigration and Nationality Act: By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion, require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have five days from receipt of the request to supply the adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.
- k. Offshore Performance of Work Prohibited: Any service that are described in the specifications or scope of work that directly serve the State of Arizona or its clients involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.

#### 4. SUBMISSION OF OFFER

- a. Offer and Acceptance: Offers shall include a signed Offer and Acceptance Form (See RFP Section A). The Offer and Acceptance Form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted no later than the Solicitation due date and time. Failure to return an Offer and Acceptance Form may result in rejection of the Offer.
- b. Solicitation Amendments: Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment may result in rejection of the Offer.
- c. Offer Amendment or Withdrawal: An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- d. Public Record: All Offers submitted and opened are public records and must be retained by the State for six years. Offers shall be open and available to public inspection after Contract award, except for such Offers deemed to be confidential by the State.
- e. Non-collusion, Employment, and Services: By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

- i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer, and
- ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.

## 5. EVALUATION

- a. Unit Price Prevails: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- b. Taxes: If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- c. Late Offers: An Offer submitted after the exact Offer due date and time shall be rejected.
- d. Disqualifications: An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- e. Offer Acceptance Period: An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred and twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred and twenty (120) days from the Best and Final Offer due date.
- f. Waiver and Rejection Rights: Notwithstanding any other provision of the Solicitation, AHCCCS reserves the right to:
  - i. Waive any minor informality,
  - ii. Reject any and all Offers or portions thereof, or
  - iii. Cancel the Solicitation.

## 6. AWARD

- a. Number or Types of Awards: It is the intent of AHCCCS to make one contract award for this procurement; however, AHCCCS reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is deemed most advantageous to AHCCCS and to the State.

AHCCCS will not make an Award for this Contract (YH18-0017) to any Contractor holding a direct Contract with AHCCCS for any of the following RFPs/Contracts/IGAs:

- i. Acute Care (Contract #YH14-0001)

- ii. Children’s Rehabilitative Services (Contract #YH12-0002)
  - iii. Arizona Long Term Care Services – EPD (Contract #YH18-0001)
  - iv. Regional Behavioral Health Authority (Contract #YH17-0001)
  - v. AHCCCS Complete Care (Contract #YH19-0001)
  - vi. TRBHA (IGA #YH16-0026/BH16-0020; IGA #BH16-0021; IGA #BH16-0022; IGA #BH16-0023; IGA #BH16-0071)
  - vii. Tribal ALTCS (IGA # YH13-0004; IGA #YH18-0026)
- b. Contract Inception: An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer’s signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- c. Effective Date: The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.

## 7. PROTESTS

Any protest shall comply with and be resolved according to A.R.S. §36-2906 and rules adopted thereunder. Protests shall be in writing and be filed with the Procurement Officer. Any protest of a solicitation shall be filed at least fourteen (14) days before the due date of receipt of proposals. Any protest of an award shall be filed no later than ten (10) days after the Procurement Officer makes the procurement file available for public inspection. A protest shall include:

- a. The name, email address and telephone number of the interested party,
- b. The signature of the interested party or its representative,
- c. Identification of the purchasing agency and the Solicitation or Contract number,
- d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents, and
- e. The form of relief requested.

[END OF UNIFORM INSTRUCTIONS]

### SPECIAL INSTRUCTIONS TO OFFEROR

#### 1. QUESTIONS

All questions concerning this Solicitation shall be submitted via email using RFP Section H, Exhibit D, AHCCCS Questions and Answers Form found on the RFP Bidders' Library to the Procurement Officer identified on the first page of this solicitation document. Offerors may not contact other AHCCCS employees concerning this Solicitation.

#### 2. ANTICIPATED PROCUREMENT TIMELINE

Date	Activity
Issue Request for Proposal	March 15, 2018
RFP Questions Due from Prospective Offerors by 5:00 p.m. Arizona Time	March 26, 2018
First RFP Amendment Including Responses to RFP Questions	April 02, 2018
<b>Proposals Due By 3:00 p.m. Arizona Time</b>	<b>May 14, 2018</b>
Contract Awarded	July 02, 2018
Implementation	January 01, 2019

*Note: Dates are subject to change*

#### 3. BIDDERS' LIBRARY

The Bidders' Library contains critical reference material, including but not limited to, AHCCCS policies, Offeror's Checklist, and the RFP Questions and Answers Form to assist the Offeror to prepare a response to this Solicitation. References are made throughout this Solicitation to materials in the Bidders' Library, and Offerors are responsible for reviewing the contents of the Bidders' Library materials as if the materials were printed in full herein. AHCCCS may continue to update the Bidders' Library after this Solicitation is released; the Offeror is responsible for monitoring updates to the Bidders' Library. The Bidders' Library is located on the AHCCCS website at: <https://azahcccs.gov/PlansProviders/HealthPlans/YH18-0017.html>

#### 4. EVALUATION CRITERIA

In accordance with the A.R.S. §36-2903 et seq., awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed below in their relative order of importance.

Evaluation Criteria 1: Method of Approach

Evaluation Criteria 2: Cost

Evaluation Criteria 3: Experience and Expertise of the Firm and Key Personnel

It is critical that the Offeror recognize the importance of all contractual provisions and their value to the AHCCCS Program. The RFP Submission Requirements address limited subject matter areas; however, the importance of topics not addressed in the Submission Requirements, are not to be minimized. Regardless of whether or not a particular topic is presented in the Submission Requirements, a Successful Offeror is required to comply with all contractual provisions as acknowledged by the Offeror's submittal of a signed Proposal.

The Offeror should note that, if awarded a Contract, the Offeror must meet all AHCCCS requirements, irrespective of what is requested and evaluated through this Solicitation. The Proposal submitted by the Offeror will become part of the Contract with AHCCCS and the Offeror shall comply with all commitments and statements included in its RFP submission.

Exceptions to the Terms and Conditions, as stated in the Uniform Instructions to Offerors, will impact an Offeror's susceptibility for award.

## 5. PROPOSAL INFORMATION

- a. Requirements for Electronic Submission of Proposal: An Offeror shall upload its Proposal to the secured location on the SFTP server. Instructions for access to the SFTP server are included in RFP Section H, Exhibit C. The number of individuals permitted to sign up for the SFTP per Offeror is limited to three. The SFTP is organized as shown below:

Folder: RFP YH18-0017

- Sub-Folder: Bidder files
  - Sub-Folder: Data Supplement
  - Sub-Folder: <Offeror's Name>
    - Sub-Folder: Cost Bid Submission
    - Sub-Folder: Proposal

AHCCCS reserves the right to post all Proposals including Cost Bid Submission to the AHCCCS website once Contract award has been made.

Offerors shall submit the below electronically to AHCCCS by 3:00 p.m. Arizona Time on May 14, 2018 via the SFTP Server. It is also important to note that electronic files uploaded to the SFTP cannot exceed file names (including the URL path) which exceed 255 characters.

Submission to SFTP:

1. Cost Bid Submission:
    - a. One excel workbook with two worksheets:
      - i. Completed Pricing Schedule Template
      - ii. Completed Detailed Budget Template
  2. Proposal:
    - b. One searchable PDF version of the Offeror's Complete Proposal.
- b. Notification to AHCCCS of Electronic Submission: Upon upload of the Offeror's Bid to the SFTP, the Offeror shall email notification to the Procurement Officer listed in RFP Section A, Solicitation Page. The Offeror shall include a screen print to depict the file name(s), date and time of **ALL** document(s) within each folder uploaded to the SFTP. The time stamp will display in Greenwich Mean Time (GMT).

AHCCCS will provide email notification to the Offeror upon receipt of a document to the SFTP folders noted above when received within normal business hours (8am to 5pm Arizona Time). When received outside of normal business hours, email notification will be provided to the Offeror the next business day. Notification will be provided to the contact

person provided on the Offeror's Proposal, Section A, Offer and Acceptance Form. The notification shall serve *only* as confirmation that a document from the Offeror was received to the SFTP. The email notification from AHCCCS does not confirm whether or not the document conforms to the material elements of the submission requirement(s) or whether or not the Offeror's Proposal qualifies as responsive.

## 6. CONTENTS OF OFFEROR'S PROPOSAL

If AHCCCS determines a Proposal to be non-responsive, AHCCCS may elect not to score the Proposal.

The Offeror's Proposal shall be organized with strict adherence to RFP Section H, Exhibit A, Offeror's Checklist and submitted using the forms and specifications provided in this RFP.

Each submission requirement below must be submitted utilizing 8½" x 11" one sided, single spaced, type written pages and must be limited to the page limit indicated. Double spacing must be utilized between paragraphs. All responses shall be in Calibri 11 point font or larger with borders no less than ½". Erasures, interlineations, or other manual modifications in the Proposal are prohibited. All pages of the Offeror's Proposal must be numbered sequentially. Numbering of pages shall continue in sequence through each separate section. Each section of the Proposal shall be clearly labeled and contain all information requested in this Solicitation.

The Offeror has the discretion to include or exclude the narrative submission requirement text as a part of the Offeror's response; however, the required page limit applies regardless of whether or not the text is included. AHCCCS will only consider the information provided within the allotted page limit and permitted attachments, if any, in response to a specific submission requirement when evaluating the Offeror's Proposal. At no time will AHCCCS consider information outside the allotted page limit and permitted attachments, or any other information provided elsewhere in the Proposal when reviewing a specific response to an individual submission requirement.

The Offeror's Proposal shall include the following:

- a. Completed and Signed Solicitation and Offer and Acceptance Form (RFP Section A)
- b. Signed Solicitation Amendment(s)
- c. Completed and Signed Offeror's Certification Regarding Boycott of Israel (RFP Exhibit B): Pursuant to legislation which was enacted to prohibit the State from contracting with companies currently engaged in a boycott of Israel, to ensure compliance with A.R.S. §35-393.01, RFP Section H, Exhibit B must be completed and returned with the response to the Solicitation and any supporting information to assist the State in making its determination of compliance. This submission will not be scored.
- d. Conflict of Interest Disclosure: AHCCCS reserves the right to prohibit Offeror's who are determined to have a conflict of interest. The Offeror shall:

- i. Disclose any and all potential conflicts of interest that it may have. This includes any potential conflicts of interest the Offeror may have with any AHCCCS Managed Care Organizations, AHCCCS registered providers, and entities listed in RFP Section G, Paragraph 6, Award. Should the Offeror determine that no such conflicts of interest exist it shall affirmatively state this in its Proposal.
- ii. Report any affiliation the Offeror has with those entities listed RFP Section G, Paragraph 6, Award. Should the Offeror determine that no such affiliations exist it shall affirmatively state this in its Proposal.

This submission will not be scored.

- e. **Proposed Subcontracts:** The Offeror shall submit a list of any proposed subcontractors and the subcontractor’s proposed responsibilities utilizing RFP Exhibit E, Proposed Subcontracts Template. Subcontracts or delegated agreements with another entity for the purpose of conducting or rendering SMI Eligibility Determinations are prohibited. Additionally, the Contractor shall not delegate the administration or performance of the notice or grievance and appeal processes. This submission will not be scored.

**Evaluation Criteria:** Proposals are evaluated based on the Offeror’s distinctive approach, method, and strategy for providing specialized services and requirements detailed in the Contract. The Offeror shall include Arizona experience, if applicable, in any response which requests the Offeror’s experience, as well as any other responses where experience is presented.

- f. **Method of Approach:**

<b>Method of Approach - Submission Requirements</b>	
1.	Provide an overview and description of how the Offeror will implement the SMI Eligibility Determination process and clinical decertification process; include applicable workflows, charts, diagrams and written descriptions. [3 page limit for narrative portion, 5 page limit for workflows, charts, diagrams and written descriptions – Total of 8 page limit for this submission requirement]
2.	How will the Offeror render SMI Eligibility Determinations pursuant to the timeliness requirements and ensure accuracy and adherence to clinical guidelines. [2 page limit]
3.	Describe how the Offeror will engage and partner with system stakeholders identified in the Contract Scope of Work to effectively administer SMI Eligibility Determinations, and provide outreach and education to the community regarding the SMI eligibility process. [3 page limit]
4.	Describe the Offeror’s plan for training system stakeholders involved in the SMI Eligibility Determination process; include how the Offeror will implement the training plan. [4 page limit]



- g. Cost Bid: The evaluation of the category of Cost shall be based on the price per SMI Determination/Clinical Decertification, as indicated in the Pricing Schedule Template worksheet submitted with the Offeror's Proposal. The Pricing Schedule Template worksheet is provided on the SFTP in the Data Supplement file. The Offeror shall use the established number of SMI Determinations and Clinical Decertifications provided by AHCCCS in the Pricing Schedule Template worksheet as the denominator of the Offeror's bid. The Offeror shall also submit a detailed budget that supports the Offeror's bid utilizing the Detailed Budget Template worksheet in Data Supplement file provided on the SFTP. The total expenses in the Detailed Budget Template worksheet shall be used as the numerator in the calculation of the price per SMI Determination/Clinical Decertification. The Detailed Budget Template worksheet will automatically calculate the price per Determination/Clinical Decertification. The Offeror shall propose one price per SMI Determination/Clinical Decertification regardless of whether the Determination or Clinical Decertification is for a Title XIX/XXI or Non-Title XIX/XXI member. Additional cost considerations should be made for SMI Determinations, Clinical Decertifications, and SMI appeals that are in progress as of December 31, 2018 that will be the responsibility of the awarded contractor. This information can be estimated using the data contained in the Data Supplement.

AHCCCS has provided Offerors with a Data Supplement located on the SFTP for informational purposes. If the Offeror chooses to use this data source to develop its Cost Bid, the Offeror shall not consider this the sole source of information in making decisions.

- h. Experience and Expertise of the Firm and Key Personnel:

<b>Experience and Expertise of the Firm and Key Personnel - Submission Requirements</b>
1. Substantiate the Offeror's experience and expertise to provide the services detailed in the Scope of Work. The Offeror's response should include experience working with diverse populations and understanding their unique needs. [5 page limit]

- i. Intent to Provide Certificate of Insurance: The Offeror shall provide a brief statement that, if notified of contract award, the Offeror will submit to AHCCCS for review and acceptance, the applicable certificate/s of insurance as required within this RFP document, within five business days of such notification. This submission will not be scored.

## 7. ADDITIONAL INSTRUCTIONS FOR SUBMITTAL OF PROPOSAL

AHCCCS will not provide any reimbursement for the cost of developing or presenting Proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's Proposal.

When submitting its Proposal, the Offeror shall ensure its company name and AHCCCS Solicitation Number is clearly indicated.

**8. PRESENTATIONS AND DEMONSTRATIONS**

AHCCCS may request Offerors who are determined to be reasonably susceptible for award to give a presentation or show a demonstration of the product or service to the evaluation committee.

**9. FINANCIAL STABILITY**

The Offeror must be financially stable and if requested shall be able to substantiate the financial stability of its company. Upon written request from AHCCCS, the Offeror shall submit an annual financial statement for itself, and parent company (if applicable) within five business days of request. The State reserves the right to request additional documentation from the Offeror and to request reports on financial stability from independent financial rating services. The State reserves the right to reject any Offeror who does not demonstrate financial stability sufficient for the scope of this contract award.

**10. CLARIFICATION OF OFFERS**

AHCCCS may request clarification of an Offer any time after receipt. Clarifications may be requested orally or in writing. If clarifications are requested orally, the Offeror shall confirm the request in writing. A request for clarifications shall not be considered a determination that the Offeror is susceptible for award.

**11. NEGOTIATIONS**

Negotiations may be conducted orally or in writing at the discretion of AHCCCS. Negotiations may be conducted in order to improve offers in such areas of cost, price, specifications performance, or terms, to achieve best value for the State. Negotiations may include demonstrations (oral presentations). Award(s) may be made without negotiations; therefore, Offers should be submitted on most favorable terms.

**12. FINAL PROPOSAL REVISIONS / BEST AND FINAL OFFERS**

Written Final Proposal Revisions, or Best and Final Offers, may be requested from any Offeror with whom negotiations have been conducted, unless the Offeror has been determined not within the competitive range, not susceptible for award or non-responsible.

**13. REQUEST FOR CONFIDENTIAL/PROPRIETARY DETERMINATION**

AHCCCS reserves the right to post all Proposals including cost bids to the AHCCCS website once the Contract awards have been made. The Offeror shall not designate any information to be proprietary or confidential in nature. All pages will be disclosed regardless of their designation.

**14. RESPONSIBILITY, RESPONSIVENESS AND SUSCEPTIBILITY**

In accordance with A.R.S. §41-2534(G), A.A.C. R2-7-C311, A.A.C. R2-7-C312, and A.A.C. R2-7-C316, the State shall consider, at a minimum the following criteria when determining an

Offeror's responsibility, as well as the proposal's responsiveness and susceptibility for contract award:

1. Whether the Offeror has had a contract within the last five years that was terminated for cause due to breach or similar failure to comply with the terms of the contract,
2. Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints, and/or negative references,
3. Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including sub-contractors. Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to being disapproved as a subcontractor of any public procurement unit or other governmental body,
4. Whether the Offeror promptly supplied all requested information concerning its responsibility,
5. Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the Offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources including subcontractors and any other data specifically requested in the Solicitation,
6. Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference,
7. Whether the Offer limits the rights of the State,
8. Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition,
9. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions, and,
10. Whether the Offeror provides misleading or inaccurate information.

#### **15. PROVIDER REGISTRATION**

The Contractor and its subcontractors must register with AHCCCS to become an approved service provider(s), consistent with provider disclosure, screening, and enrollment requirements, and be in receipt of an AHCCCS Provider ID Number. Each provider that does not already have a current AHCCCS ID number must sign a Provider Participation Agreement. The original shall be forwarded to AHCCCS. Each provider must also have a National Provider Identifier (NPI) number. More information is available on the AHCCCS website ([www.azahcccs.gov](http://www.azahcccs.gov)).

#### **16. READINESS REVIEW**

AHCCCS will conduct readiness reviews evaluating Successful Offerors' ability to implement the terms of the Contract. Readiness reviews, will be conducted during the Readiness Review Period (Contract award to Contract implementation date), to assess the Successful Offerors' ability to provide required services at the start of the Contract implementation date. Successful Offerors may be subject to on-site review(s) as part of readiness reviews to determine the adequacy of the Successful Offerors' infrastructure to support the provision of services. Successful Offerors will be permitted to commence operations only if readiness review factors are met to AHCCCS' satisfaction.

**17. CONTRACT TRANSITION PERIOD**

During a Contract Transition to a New Successful Offeror, a New Successful Offeror shall collaborate with AHCCCS, AHCCCS Managed Care Organization's (MCO), their contracted providers, American Indian Health Program providers, Tribal Regional Behavioral Health Authorities (TRBHAs), Tribal ALTCS contractors, Indian Health Service facilities, Tribally owned or operated 638 facilities, Arizona Department of Corrections (ADC), and the Arizona Department of Juvenile Corrections (ADJC), and the Unsuccessful Incumbent Contractor. Coordination activities include developing transition activities directed to prevent interruption of services and promote continuity of SMI Eligibility Determinations and related grievance and appeal system activities.

[END OF SPECIAL INSTRUCTIONS TO OFFERORS]

[END OF SECTION G: INSTRUCTIONS TO OFFERORS]

**SECTION H: EXHIBITS**

**EXHIBIT A: OFFEROR'S CHECKLIST**

**Contract/RFP No. YH18-0017**

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**SECTION H: EXHIBITS**

**EXHIBIT A: OFFEROR'S CHECKLIST**

Provided Separately on the AHCCCS Website

See the AHCCCS Website *YH18-0017 – SMI Eligibility Determination RFP - Bidders' Library* for Document

**SECTION H: EXHIBITS**

**EXHIBIT B: OFFEROR'S CERTIFICATION REGARDING BOYCOTT OF ISRAEL Contract/RFP No. YH18-0017**

**EXHIBIT B: OFFEROR'S CERTIFICATION REGARDING BOYCOTT OF ISRAEL**

Provided Separately on the AHCCCS Website

See the AHCCCS Website *YH18-0017 – SMI Eligibility Determination RFP - Bidders' Library* for Document

**EXHIBIT C: INSTRUCTIONS TO SECURED FILE TRANSFER PROTOCOL (SFTP)**

**Access to the AHCCCS Secured File Transfer Protocol (SFTP):** SFTP access is limited to Offerors intending to bid on the YH18-0017 RFP. Offerors granted access to the SFTP, are required to safeguard all sensitive and confidential information provided.

Offerors shall identify **up to a total of three individuals**, employed by the Offeror, who will require access to the AHCCCS Secured File Transfer Protocol (SFTP). Offerors must submit a request for access to the SFTP by following this Protocol.

**The deadline to request access to the SFTP is: Thursday, April 05, 2018**

**Access to the SFTP and specific Sub-folders:** Each individual is required to request access to the AHCCCS SFTP site and the specific SFTP RFP sub-folders as outlined below for this RFP, including individuals who already have access to the AHCCCS SFTP production site. To obtain access, the following must be completed:

1. AHCCCS Electronic Data Exchange Request Form, and
2. AHCCCS External User Affirmation Statement, and
  - Email these forms to [AHCCCSDataExchange@azahcccs.gov](mailto:AHCCCSDataExchange@azahcccs.gov) or print and fax to 602-252-2163, Attention: ISD Data Security,
3. Email the list of the individuals requesting access to the SFTP to [SMIEligDet\\_RFP@azahcccs.gov](mailto:SMIEligDet_RFP@azahcccs.gov). The individuals identified on the submitted Forms above must match the list of individuals sent to [SMIEligDet\\_RFP@azahcccs.gov](mailto:SMIEligDet_RFP@azahcccs.gov). The number of individuals from the Offeror who are permitted to sign up for access to the SFTP RFP-specific folders per Offeror is **limited to three**.

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1. **[AHCCCS Electronic Data Exchange Request Form](https://www.azahcccs.gov/PlansProviders/Downloads/ISD/ElectronicDataExchangeForm.doc)**  
<https://www.azahcccs.gov/PlansProviders/Downloads/ISD/ElectronicDataExchangeForm.doc>

Section I – Check ‘Add User’ box and define Data Access needs for the user (**both upload and download**)

- Indicate upload access only needed for the following sub-folders
  - i. *Cost Bid Submission* and
  - ii. *Proposal*
- Indicate download access only needed for sub-folder the following sub-folder
  - i. *Data Supplement*

Section II –

- Entity Name aka AHCCCS Contractor/Offeror Name
  - Entity Submitter ID aka AHCCCS Contractor/ Offeror ID number (Submitter ID not needed for entities **not** currently under Contract)
  - User name and Individual email address, Street address, and Telephone
  - The IP address is not necessary
- Section III – Not necessary

Section IV – Type of data being exchanged: **RFP YH18-0017 Data/Bid Proposal**

Section V – Check Affirmation Attached check box  
Routing info for the forms is at the top of the Data Exchange form.

2. **[AHCCCS External User Affirmation Statement](#)**

Each individual is required to sign the Affirmation Statement at the following link:

<https://www.azahcccs.gov/PlansProviders/Downloads/ISD/ExternalUserAffirmationStatement.pdf>

Once the lists of users and all required forms have been completed and received, AHCCCS will take the steps necessary to ensure the users have upload access to the Offeror's folder(s) on the SFTP and download access to the sub-folder "Data Supplement". Once RFP SFTP access has been approved and granted the user will receive an automated email with log-on credentials. Offerors shall allow three business days after submitting the list of users and associated forms for processing of SFTP access.

The AHCCCS SFTP site is <https://sftp.statemedicaid.us/EFTClient/Account/Login.htm>.

Files names (including the URL path) for electronic files uploaded to the SFTP cannot exceed 255 characters. File size of documents uploaded to folders do not have size limit restrictions.

If assistance is needed, contact [SMIEligDet\\_RFP@azahcccs.gov](mailto:SMIEligDet_RFP@azahcccs.gov).



**SECTION H: EXHIBITS**

**EXHIBIT D: AHCCCS QUESTIONS AND ANSWERS FORM**

**Contract/RFP No. YH18-0017**

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**EXHIBIT D: AHCCCS QUESTIONS AND ANSWERS FORM**

Provided Separately on the AHCCCS Website

See the AHCCCS Website *YH18-0017 – SMI Eligibility Determination RFP - Bidders' Library* for Document

**EXHIBIT E: PROPOSED SUBCONTRACTS TEMPLATE**

Provided Separately on the AHCCCS Website  
See the AHCCCS Website *YH18-0017 – SMI Eligibility Determination RFP - Bidders' Library* for Document

[END OF SECTION H: EXHIBITS]

**SECTION I: HIPAA BUSINESS ASSOCIATE ADDENDUM**HIPAA BUSINESS ASSOCIATE ADDENDUM  
Amended 2016

This Addendum is made part of this Contract between the Arizona Health Care Cost Containment System ("AHCCCS") and the Contractor, referred to as "Business Associate" in this Addendum.

AHCCCS and Business Associate agree that the underlying Contract shall comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR"), as amended. In the event of conflicting terms or conditions, this Addendum shall supersede the underlying Contract.

**1. DEFINITIONS**

The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA rules set forth in Title 45, Parts 160 and 164 of the CFR: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

**2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

Business Associate agrees to:

- 2.1. Not use or disclose protected health information ("PHI") other than as permitted or required by this Addendum or as required by law;
- 2.2. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of protected health information other than as provided for by this Addendum;
- 2.3. Report to AHCCCS any use or disclosure of PHI not provided for by this Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR §164.410, and any security incident of which it becomes aware in the following manner:
  - 2.3.1. Reporting. Business Associate shall report to AHCCCS any use or disclosure of PHI that is not authorized by the Contract, by law, or in writing by AHCCCS. Business Associate shall make an initial report to the AHCCCS Privacy Official not more than twenty-four (24) hours after Business Associate learns of such unauthorized use or disclosure. The initial report shall include all of the following information to the extent known to the Business Associate at the time of the initial report:
    - a. A description of the nature of the unauthorized use or disclosure, including the number of individuals affected by the unauthorized use or disclosure;
    - b. A description of the PHI used or disclosed;
    - c. The date(s) on which the unauthorized use or disclosure occurred;
    - d. The date(s) on which the unauthorized use or disclosure was discovered;

- e. Identify the individual(s) who used or disclosed the PHI in an unauthorized manner;
  - f. Identify the individual(s) who received PHI disclosed in an unauthorized manner;
  - g. A description of actions, efforts, or plans undertaken by the Business associate to mitigated the harm of the unauthorized disclosure;
  - h. A description of corrective actions undertaken or planned to prevent future similar unauthorized use or disclosure;
  - i. An assessment of whether a breach, as defined in 45 CFR 164.402, including, if necessary, an assessment of the probability of harm, and
  - j. Such other information, as may be reasonably requested by the AHCCCS Privacy Official.
- 2.4. Business Associate shall provide AHCCCS with supplemental reports promptly as new information becomes available, as assessments and action plans are developed, and as action plans are implemented. In any event, Business Associate shall provide a comprehensive written report including all of the information listed above no later than twenty (20) days after discovery of the unauthorized use or disclosure.
- 2.4.1. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Contract.
- 2.4.2. Sanctions. Business Associate shall have and apply appropriate sanctions against any employee, subcontractor or agent who uses or discloses AHCCCS PHI in violation of this Addendum or applicable law.
- 2.5. In accordance with [45 CFR §164.502(e)(1)(ii) and §164.308(b)(2)], if applicable, ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information;
- 2.6. Make available PHI in a designated record set to AHCCCS as necessary to satisfy AHCCCS' obligations under 45 CFR §164.524;
- 2.7. Make any amendment(s) to PHI in a designated record set as directed or agreed to by AHCCCS pursuant to 45 CFR §164.526, or take other measures as necessary to satisfy AHCCCS' obligations under 45 CFR §164.526;
- 2.8. Maintain and make available the information required to provide an Accounting of Disclosures to AHCCCS as necessary to satisfy AHCCCS' obligations under 45 CFR §164.528;
- 2.9. To the extent Business Associate is to carry out one of more of AHCCCS' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to AHCCCS in the performance of such obligation(s); and
- 2.10. Make its internal practices, books and records available to AHCCCS and the Secretary for purposes of determining compliance with the HIPAA rules.
3. PERMITTED USES AND DISLOSURES BY BUSINESS ASSOCIATE

- 3.1. Business Associate may only use or disclosure PHI as necessary to perform the services and obligations set forth in the underlying Contract;
  - 3.2. Business Associate may use or disclose protected health information as required by law;
  - 3.3. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with AHCCCS' Minimum Necessary Policy, located at [www.azahcccs.gov](http://www.azahcccs.gov);
  - 3.4. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by AHCCCS, except for the specific uses and disclosures set forth below in (3.5 and 3.6);
  - 3.5. Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and
  - 3.6. Business Associate may provide data aggregation services relating to the health care operations of AHCCCS.
4. PROVISIONS FOR AHCCCS TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS
- 4.1. AHCCCS shall notify Business Associate of any limitation(s) in the AHCCCS Notice of Privacy Practices (found at [www.azahcccs.gov](http://www.azahcccs.gov)) under 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;
  - 4.2. AHCCCS shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and
  - 4.3. AHCCCS shall notify Business Associate of any restriction on the use or disclosure of PHI that AHCCCS has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
5. TERM AND TERMINATION
- 5.1. Term: This Addendum is effective upon the effective date of the underlying Contract and shall terminate on the date AHCCCS terminates the contract for cause as authorized in paragraph (b) of this Section, or for any other reason permitted under the contract, whichever is sooner.
  - 5.2. Termination for Cause: Business Associate authorizes termination of the Contract by AHCCCS if AHCCCS determines that Business Associate has breached a material term of this Addendum and Business Associate has not cured the breach or ended the violation within the time specified by AHCCCS.
  - 5.3. Obligations of Business Associate Upon Termination: Upon termination, cancellation, expiration or other conclusion of the Contract, Business Associate, with respect to PHI received

from AHCCCS, or created, maintained, or received by Business Associate on behalf of AHCCCS, shall:

- 5.3.1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- 5.3.2. Destroy or return to AHCCCS all remaining PHI that the Business Associate still maintains in any form;
- 5.3.3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
- 5.3.4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in this Addendum that applied prior to termination; and
- 5.3.5. Destroy or return to AHCCCS the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal and contractual responsibilities.

5.4. Survival: The obligations of Business Associate under this Section shall survive the termination of the Contract.

## 6. INDEMNIFICATION AND MISCELLANEOUS

- 6.1. Indemnification: Business Associate shall indemnify, hold harmless and defend AHCCCS from and against any and all claims, losses, liabilities, costs, civil and criminal penalties, and other expenses resulting from, or relating to, the acts or omissions of Business Associate, its employees, agents, and sub-contractors in connection with the representations, duties and obligations of Business Associate under this Addendum. The parties' respective rights and obligations under this Section shall survive termination of the Contract.
- 6.2. Regulatory References: A reference in this Addendum to a section in the HIPAA rules means the section as in effect or as amended.
- 6.3. Amendment: The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA rules or any other applicable law.
- 6.4. Interpretation: Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA rules.

[END OF SECTION I: HIPAA BUSINESS ASSOCIATE ADDENDUM]