



**ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM
DIVISION OF BUSINESS AND FINANCE
CONTRACT AMENDMENT**

1. AMENDMENT #: 1	2. CONTRACT #: YH17-0003-03	3. EFFECTIVE DATE OF AMENDMENT: July 1, 2016	4. PROGRAM DHCM – RBHA Maricopa
5. CONTRACTOR NAME AND ADDRESS: <p align="center">Mercy Maricopa Integrated Care 4350 E Cotton Center Blvd, Building D Phoenix, AZ 85040</p>			
6. PURPOSE: The purpose of this amendment is to amend the Contract for the period July 1, 2016 through September 30, 2016 and to the amend Sections, Uniform Terms and Conditions, Special Terms and Conditions, Scope of Work, Exhibit Summary, and Exhibits.			
7. THE ABOVE REFERENCED CONTRACT IS HEREBY AMENDED AS FOLLOWS: <p>This Contract amendment is entered into by and between the Regional Behavioral Health Authority and the Arizona Health Care Cost Containment System (AHCCCS).</p> <p>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 Department of Health Services 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. Administrative rules and orders that were adopted by DBHS continue in effect until superseded by administrative action by AHCCCS.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.</p> <p>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.</p> <p>This contract amendment constitutes a full removal and replacement of the prior contract provisions regarding provision of Non-Title XIX services for Title XIX and Non-Title XIX members accessing behavioral health services as previously delineated between the Regional Behavioral Health Authority and the Arizona Department of Health Services/Division of Behavioral Health Services under Contract #ADHS13-043918.</p> <p>Contract Sections Amended:</p> <ul style="list-style-type: none"> ➤ Uniform Terms and Conditions - <i>Replaced with Terms and Conditions</i> ➤ Special Terms and Conditions - <i>Replaced with Terms and Conditions</i> ➤ Scope of Work ➤ Exhibit-1, Definitions ➤ Exhibit-2, Acronyms-RESERVED ➤ Exhibit-3, Medicare Requirements to coordinate Care for Dual Eligible SMI Members -RESERVED ➤ Exhibit-4, Physical Health Care Service Description ➤ Exhibit-5, Arizona Vision – Twelve Principles for Children Services Delivery - RESERVED ➤ Exhibit-7, Documents Incorporated by Reference - RESERVED ➤ Exhibit-8, Informational Documents - RESERVED ➤ Exhibit-9, Deliverables ➤ Exhibit-11, Capitation Rates – NAME REVISED TO: <i>Capitation Rates and Contractor Specific Requirements</i> ➤ Exhibit-13, Pledge to Protect Confidential Information - RESERVED ➤ Exhibit-14, RESERVED ➤ Exhibit-15, Enrollee Grievance System Standards ➤ Exhibit-16, Provider Claim Dispute Standards ➤ Endnotes <p>Refer to the individual Contract sections for specific changes.</p>			
8. Authority: AHCCCS is duly authorized to execute and administer agreements pursuant to A.R.S. §36-2903 et seq. and §36-2932 et seq. These contracts/amendments are exempt from the Procurement Code pursuant to A.R.S. §41-2501(H) (as effective on July 1, 2016). IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT			
9. SIGNATURE OF AUTHORIZED REPRESENTATIVE: <p align="center">DO NOT SIGN SEE SEPARATE SIGNATURE PAGE</p>		10. SIGNATURE OF AHCCCS CONTRACTING OFFICER: <p align="center">DO NOT SIGN SEE SEPARATE SIGNATURE PAGE</p>	
TYPED NAME:		TYPED NAME:	
TITLE:		TITLE:	
DATE:		DATE:	

TERMS AND CONDITIONS

TERMS AND CONDITIONS

1. ADVERTISING AND PROMOTION OF CONTRACT

The Contractor shall not advertise or publish information for commercial benefit concerning this contract without the prior written approval of the Contracting Officer.

2. APPLICABLE LAW

Arizona Law - The law of Arizona applies to this contract including, where applicable, the Uniform Commercial Code, as adopted in the State of Arizona.

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.

3. 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.

4. ASSIGNMENT AND DELEGATION

The Contractor shall not assign any rights nor delegate all of the duties under this contract. Delegation of less than all of the duties of this contract must conform to the requirements of Scope of Work, Subcontracting Requirements.

5. ASSIGNMENT OF CONTRACT AND BANKRUPTCY

This contract is voidable and subject to immediate cancellation by AHCCCS upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or assigning rights or obligations under this contract without the prior written consent of AHCCCS.

6. AUDITS AND INSPECTIONS

The Contractor shall comply with all provisions specified in applicable A.R.S. §35-214 and §35-215 and AHCCCS rules and policies and procedures relating to the audit of the Contractor's records and the inspection of the Contractor's facilities. The Contractor shall fully cooperate with AHCCCS staff and allow them reasonable access to the Contractor's staff, subcontractors, members, and records [42 CFR 438.6(g)].

At any time during the term of this contract, and five (5) years thereafter unless a longer time is otherwise required by law, the Contractor's or any subcontractor's books and records shall be subject to audit by AHCCCS and, where applicable, the Federal government, to the extent that the books and records relate to the performance of the contract or subcontracts [42 CFR 438.242(b)(3)].

AHCCCS, or its duly authorized agents, and the Federal government may evaluate through on-site inspection or other means, the quality, appropriateness

TERMS AND CONDITIONS

and timeliness of services performed under this contract.

7. AUTHORITY

This contract is issued under the authority of the Contracting Officer who signed this 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 unauthorized state employee 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.

8. CHANGES

AHCCCS may at any time, by written notice to the Contractor, make changes within the general scope of this contract. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, the Contractor may assert its right to an adjustment in compensation paid under this contract. The Contractor must assert its right to such adjustment within 30 days from the date of receipt of the change notice. Any dispute or disagreement caused by such notice shall constitute a dispute within the meaning of Section, Contract Terms and Conditions, Disputes, and be administered accordingly.

9. Contract amendments are subject to approval by the Centers for Medicare and Medicaid Services (CMS), and approval is withheld until all amendments are signed by the Contractor. When AHCCCS issues an Amendment to modify the Contract, the Contractor shall ensure contract amendments are signed and submitted to AHCCCS by the date specified by AHCCCS. The provisions of such amendment will be deemed to have been accepted on the day following the date AHCCCS requires an executed amendment, even if the amendment has not been signed by the Contractor, unless within that time the Contractor notifies AHCCCS in writing that it refuses to sign the amendment. If the Contractor provides such notification, AHCCCS will initiate termination proceedings.

10. 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.

11. COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

The Contractor shall comply with all applicable Federal and State laws and regulations including Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972 (regarding education programs and activities); the Age Discrimination Act of 1975; the Rehabilitation Act of 1973 (regarding education programs and activities), and the Americans with Disabilities Act; EEO provisions; Copeland Anti-Kickback Act; Davis-Bacon Act; Contract Work Hours and Safety Standards; Rights to Inventions Made Under a Contract or Agreement; Clean Air Act and Federal Water Pollution Control Act; Byrd Anti-Lobbying Amendment. The Contractor shall maintain all applicable licenses and permits.

TERMS AND CONDITIONS

12. CONFIDENTIALITY AND DISCLOSURE OF CONFIDENTIAL INFORMATION

The Contractor shall safeguard confidential information in accordance with Federal and State laws and regulations, including but not limited to, 42 CFR 431, Subpart F, A.R.S. §36-107, §36-2903 (for Acute), §36-2932 (for ALTCS), §41-1959 and §46-135, the Health Insurance Portability and Accountability Act (Public Law 107-191 Statutes 1936), 45 CFR parts 160 and 164, and AHCCCS Rules.

The Contractor shall establish and maintain procedures and controls that are acceptable to AHCCCS 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 shall be used or disclosed by its agents, officers or employees, except as required to efficiently perform duties under the contract. Except as required or permitted by law, the Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the contract, unless otherwise agreed to, in writing, by AHCCCS.

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 person 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.

13. 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.

14. 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.

15. CONTRACT

The Contract between AHCCCS and the Contractor shall include: 1) the Request for Proposal (RFP) including AHCCCS policies and procedures incorporated by reference as part of the RFP, 2) the proposal submitted by the Contractor in response to the RFP including any Best and Final Offers, and 3) any Contract amendments. 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

TERMS AND CONDITIONS

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. The State of Arizona is not obligated for the expenditures under the contract until funds have been encumbered.

16. CONTRACT INTERPRETATION AND AMENDMENT

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 term used in this contract.

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 non-conforming performance knows of the nature of the performance and fails to object to it.

Written Contract Amendments - The contract shall be modified only through a written contract amendment within the scope of the contract signed by the procurement officer on behalf of the State and signed by a duly authorized representative of the Contractor.

17. COOPERATION WITH OTHER CONTRACTORS

AHCCCS may award other contracts for additional work related to this contract and Contractor shall fully cooperate with such other contractors and AHCCCS employees or designated agents. 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.

18. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person 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, AHCCCS shall have the right to annul this contract without liability.

19. DATA CERTIFICATION

The Contractor shall certify that financial and encounter data submitted to AHCCCS is complete, accurate and truthful. Certification of financial and encounter data must be submitted concurrently with the data. Certification may be provided by the Contractor CEO, CFO or an individual who is delegated authority to sign for, and who reports directly to the CEO or CFO [42 CFR 438.604 et seq.].

20. 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

TERMS AND CONDITIONS

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. 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. 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.

21. 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 Section A.R.S. §23-214, Subsection A.

22. EFFECTIVE DATE

The effective date of this contract shall be the Offer and Acceptance date referenced on page 1 of this contract.

23. ELIGIBILITY FOR STATE OR LOCAL PUBLIC BENEFITS; DOCUMENTATION AND VIOLATIONS

To the extent permitted by Federal Law:

The Contractor shall comply with A.R.S § 1-502. A.R.S § 1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States.

The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure Contractor compliance. All available Contract remedies, up to and including termination may be taken for failure to comply with A.R.S § 1-502 in the delivery of services under this Contract.

24. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of AHCCCS or the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

25. 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,

TERMS AND CONDITIONS

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.

26. GRATUITIES

AHCCCS may, by written notice to the Contractor, immediately terminate this contract if it 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. AHCCCS, 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.

27. INCORPORATION BY REFERENCE

This solicitation and all attachments and amendments, the Contractor's proposal, best and final offer accepted by ADHS/DBHS, and any approved subcontracts are hereby incorporated by reference into the contract.

28. INDEMNIFICATION

Contractor/Vendor Indemnification (Not Public Agency):

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. The Contractor agrees to indemnify, defend, and hold harmless the State from and against any and all claims, losses, liability, costs, and expenses, including attorney's fees and costs, arising out of litigation against AHCCCS including, but not limited to, class action lawsuits challenging actions by the Contractor. The requirement for indemnification applies irrespective of whether or not the Contractor is a party to the lawsuit. Each Contractor shall indemnify the State, on a pro rata basis based on population, attorney's fees and costs awarded against the State as well as the attorney's fees and costs incurred by the State in defending the lawsuit. The Contractor shall also indemnify AHCCCS, on a pro rata basis based on population, the administrative expenses incurred by AHCCCS to address Contractor deficiencies arising out of the litigation. The parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence and/or willful misconduct. Each party to this contract is responsible for its own negligence and/or willful misconduct.

Contractor/Vendor Indemnification (Public Agency):

Each party ("as indemnitor") agrees to indemnify, defend, and hold harmless the other party ("as indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

TERMS AND CONDITIONS

29. INDEMNIFICATION - PATENT AND COPYRIGHT

To the extent permitted by applicable law the Contractor shall defend, 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.

30. INSURANCE

The Contractor is required to maintain insurance, at a minimum, as specified in Attachment E-1 Standard Professional Service Contracts. For policies for insurance for professional service contracts working with children or vulnerable adults, the policy may be endorsed to include coverage for sexual abuse and molestation.

TERMS AND CONDITIONS

ATTACHMENT E-1 STANDARD PROFESSIONAL SERVICE CONTRACT

INDEMNIFICATION CLAUSE:

To the fullest extent permitted by law, Contractor shall defend, indemnify, save 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 subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

1. INSURANCE REQUIREMENTS:

Contractors 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 persons 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.

A. **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

TERMS AND CONDITIONS

- 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 vehicles 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, leased, 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.
- c. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
 - Employers' Liability
- | | |
|-------------------------|-------------|
| Each Accident | \$500,000 |
| Disease – Each Employee | \$500,000 |
| 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,

TERMS AND CONDITIONS

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	\$1,000,000
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.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by AHCCCS, 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).
- 2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be sent to AHCCCS Contracts Unit, Mail Drop 5700, Division of Business and Finance, 701 E. Jefferson St., Phoenix, AZ 85034.

D. **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.

E. **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) as required by this Contract and as specified in Exhibit 9, Deliverables. An authorized representative of the insurer shall sign the certificates.

TERMS AND CONDITIONS

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. 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 AHCCCS Contracts Unit, Mail Drop 5700, Division of Business and Finance, 701 E. Jefferson St., Phoenix, AZ 85034. All subcontractors are required to maintain insurance and to provide verification upon request. The AHCCCS project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona and AHCCCS reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS**: Contractors' 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 located on the AHCCCS website. AHCCCS 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.

- G. **APPROVAL AND MODIFICATIONS**: AHCCCS, 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.

- H. **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.

[END OF ATTACHMENT E-1]

TERMS AND CONDITIONS

31. IRS W9 FORM

In order to receive payment under any resulting contract, the Contractor shall have a current IRS W9 Form on file with the State of Arizona.

32. 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 paid to the Contractor by AHCCCS have been used or will be used to influence the persons and entities indicated above and will assist AHCCCS in making such disclosures to CMS.

33. NO GUARANTEED QUANTITIES

AHCCCS does not guarantee the Contractor any minimum or maximum quantity of services or goods to be provided under this contract.

34. NON-DISCRIMINATION

In accordance with A.R.S. §41-1461 et seq. and Executive Order 2009-09, the Contractor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, sex, age, national origin, disability or political affiliation. The Contractor shall comply with the Americans with Disabilities Act.

35. NON-EXCLUSIVE REMEDIES

The rights and the remedies of AHCCCS under this contract are not exclusive.

36. OFF-SHORE 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.

37. ORDER OF PRECEDENCE

The parties to this contract shall be bound by all terms and conditions contained herein. For interpreting such terms and conditions the following sources shall have precedence in descending order: The Constitution and laws of the United

TERMS AND CONDITIONS

States and applicable Federal regulations; the terms of the CMS 1115 waiver for the State of Arizona; the Constitution and laws of Arizona, and applicable State Rules; the terms of this contract which consists of the RFP, the proposal of the successful Offeror, and any Best and Final Offer including any attachments, executed amendments and modifications; and AHCCCS policies and procedures.

38. OWNERSHIP OF INFORMATION AND DATA

Materials, reports and other deliverables created under this contract are the sole property of AHCCCS. The Contractor is not entitled to any rights to those materials and may not transfer any rights to anyone else. Except as necessary to carry out the requirements of this contract, as otherwise allowed under this contract, or as required by law, the Contractor shall not use or release data, information or materials, reports, or deliverables derived from that data or information without the prior written consent of AHCCCS. Data, information and reports collected or prepared by the Contractor in the course of performing its duties and obligations under this contract shall not be used by the Contractor for any independent project of the Contractor or publicized by the Contractor without the prior written permission of AHCCCS. 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, the Contractor shall make available all such data to AHCCCS within 30 days following termination of the contract or such longer period as approved by AHCCCS, Office of the Director. For purposes of this subsection, the term "data" shall not include member medical records.

Except as otherwise provided in this section, if any copyrightable or patentable material is developed by the 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.

39. RESERVED

40. RELATIONSHIP OF PARTIES

The Contractor under this contract is an independent Contractor. Neither party to this contract shall be deemed to be the employee or agent of the other party to the contract.

41. RIGHT OF OFFSET

AHCCCS shall be entitled to offset against any sums due the Contractor any expenses or costs incurred by AHCCCS or damages assessed by AHCCCS concerning the Contractor's non-conforming performance or failure to perform the contract, including but not limited to expenses, costs and damages.

42. RIGHT TO ASSURANCE

If AHCCCS, in good faith, has reason to believe that the Contractor does not intend to perform or is unable to continue to perform this contract, the

TERMS AND CONDITIONS

procurement officer may demand in writing that the Contractor give a written assurance of intent to perform. The demand shall be sent to the Contractor by certified mail, return receipt required. 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.

43. RIGHT TO INSPECT PLANT OR PLACE OF BUSINESS

AHCCCS may, at reasonable times, inspect the part of the plant or place of business of the Contractor or subcontractor that is related to the performance of this contract, in accordance with A.R.S. §41-2547.

44. RESERVED

45. 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.

46. SUSPENSION OR DEBARMENT

The Contractor shall not employ, consult, subcontract or enter into any agreement for services with any person or entity who is debarred, suspended or otherwise excluded from Federal procurement activity or from participating in non-procurement activities under regulations issued under Executive Order 12549 [42 CFR 438.610(a)(b)] or under guidelines implementing Executive Order 12549. This prohibition extends to any entity which employs, consults, subcontracts with or otherwise reimburses for services any person substantially involved in the management of another entity which is debarred, suspended or otherwise excluded from Federal procurement activity. The Contractor is obligated to screen all employees and contractors to determine whether any of them have been excluded from participation in Federal health care programs. The Contractor can search the HHS-OIG website by the names of any individuals. The database can be accessed at <http://www.oig.hhs.gov/fraud/exclusions.asp>.

The Contractor shall not retain as a director, officer, partner or owner of 5% or more of the Contractor entity, any person, or affiliate of such a person, who is debarred, suspended or otherwise excluded from Federal procurement activity.

AHCCCS may, by written notice to the Contractor, immediately terminate this contract if it determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity.

47. TEMPORARY MANAGEMENT/OPERATION OF A CONTRACTOR

Temporary Management/Operation by AHCCCS: Pursuant to the Medicaid Managed Care Regulations, 42 CFR 438.700 et seq. and State Law A.R.S. §36-2903, AHCCCS is authorized to impose temporary management for a Contractor under certain conditions. Under Federal law, temporary management may be imposed if AHCCCS determines that there is continued egregious behavior by the Contractor, including but not limited to the following: substantial failure to provide medically necessary services the Contractor is required to

TERMS AND CONDITIONS

provide; imposition on enrollees premiums or charges that exceed those permitted by AHCCCS, discrimination among enrollees on the basis of health status or need for health care services; misrepresentation or falsification of information to AHCCCS or CMS; misrepresentation or falsification of information furnished to an enrollee or provider; distribution of marketing materials that have not been approved by AHCCCS or that are false or misleading; or behavior contrary to any requirements of Sections 1903(m) or 1932 of the Social Security Act. Temporary management may also be imposed if AHCCCS determines that there is substantial risk to enrollees' health or that temporary management is necessary to ensure the health of enrollees while the Contractor is correcting the deficiencies noted above or until there is an orderly transition or reorganization of the Contractor. Under Federal law, temporary management is mandatory if AHCCCS determines that the Contractor has repeatedly failed to meet substantive requirements in Sections 1903(m) or 1932 of the Social Security Act. Pursuant to 42 CFR 438.706, AHCCCS shall not delay imposition of temporary management to provide a hearing before imposing this sanction.

If AHCCCS undertakes direct operation of the Contractor, AHCCCS, through designees appointed by the Director, shall be vested with full and exclusive power of management and control of the Contractor as necessary to ensure the uninterrupted care to persons and accomplish the orderly transition of persons to a new or existing Contractor, or until the Contractor corrects the contract performance failure to the satisfaction of AHCCCS. AHCCCS shall have the power to employ any necessary assistants, to execute any instrument in the name of the Contractor, to commence, defend and conduct in its name any action or proceeding in which the Contractor may be a party; such powers shall only apply with respect to activities occurring after AHCCCS undertakes direct operation of the Contractor in connection with this Section.

All reasonable expenses of AHCCCS related to the direct operation of the Contractor, including attorney fees, cost of preliminary or other audits of the Contractor and expenses related to the management of any office or other assets of the Contractor, shall be paid by the Contractor or withheld from payment due from AHCCCS to the Contractor.

48. TERM OF CONTRACT AND OPTION TO RENEW

The "Term of Contract" shall commence on the Contract Award Date, include the Contract Transition Period (the time period between the Contract Award Date to the Contract Performance Start Date) and end 36 months after the Contract Performance Start Date. Contract Performance Start Date will begin on April 1, 2014, and shall continue for a period of three years thereafter, unless terminated, canceled or extended as otherwise provided herein. The total Contract term for this section will be for three years delivering services to members, plus the Contract Transition Period. The contract cycle is October 1 through September 30 with an annual October 1 renewal. The State refers to the first three Contract periods during the Term of Contract as:

First Contract period: Starts on the Contract Award Date, includes the Contract Transition Period, and ends 12 months after Contract Performance Start Date.

Second Contract period: Starts after the end of the first Contract period and ends 12 months later.

TERMS AND CONDITIONS

Third Contract period: Starts after the end of the second Contract period and ends 12 months later.

The terms and conditions of any such contract extension shall remain the same as the original contract, as amended. Any contract extension shall be through contract amendment, and shall be at the sole option of AHCCCS.

If the Contractor has been awarded a contract in more than one GSA, each such contract will be considered separately renewable. AHCCCS may renew the Contractor's contract in one GSA, but not in another. In the event AHCCCS determines there are issues of noncompliance by the Contractor in one GSA, AHCCCS may request an enrollment cap for the Contractor's contracts in all other GSAs. Further, AHCCCS may require the Contractor to renew all currently awarded GSAs, or may terminate the contract if the Contractor does not agree to renew all currently awarded GSAs.

When the Contracting Officer issues an amendment to extend the contract, the provisions of such extension will be deemed to have been accepted 30 days after the date of mailing by the Contracting Officer, unless a different time period is specified by AHCCCS, even if the extension amendment has not been signed by the Contractor, unless within that time the Contractor notifies the Contracting Officer in writing that it refuses to sign the extension amendment. Failure of an existing Contractor to accept an amendment (or renew) may result in immediate suspension/termination of member assignment. If the Contractor provides such notification, the Contracting 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 of its members to a different Contractor. The Contractor is required to provide 180 days advance written notice to the Contracts and Purchasing Administrator of its intent not to renew the contract. If the Contractor provides the Contracts and Purchasing Administrator 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 Contracting Officer.

Contract extension periods shall, if authorized by the State, begin after the "Term of Contract" section of these Contract Terms and Conditions and are subject to two additional successive periods of 12 months per extension period. The State may extend the Contract for any period of time; extensions are not limited to 12 month periods. The State refers to Contract periods four and five during the Contract Extensions period as:

Fourth Contract period: Starts after the end of the third Contract period and ends 12 months later.

Fifth Contract period: Starts after the end of the fourth Contract period and ends 12 months later.

49. TERMINATION

AHCCCS reserves the right to terminate this contract in whole or in part by reason of force majeure, due to the failure of the Contractor to comply with any term or condition of the contract, including, but not limited to, circumstances which present risk to member health or safety, and as authorized by the

TERMS AND CONDITIONS

Balanced Budget Act of 1997 and 42 CFR 438.708. The term force majeure means an occurrence that is beyond the control of AHCCCS and occurs without its fault or negligence. Force majeure includes acts of God and other similar occurrences beyond the control of AHCCCS which it is unable to prevent by exercising reasonable diligence.

If the Contractor is providing services under more than one contract with AHCCCS, AHCCCS may deem unsatisfactory performance under one contract to be cause to require the Contractor to provide assurance of performance under any and all other contracts. In such situations, AHCCCS reserves the right to seek remedies under both actual and anticipatory breaches of contract if adequate assurance of performance is not received. The Contracting Officer shall mail written notice of the termination and the reason(s) for it to the Contractor by certified mail, return receipt requested. Pursuant to the Balanced Budget Act of 1997 and 42 CFR 438.708, AHCCCS shall provide the Contractor with a pre-termination hearing before termination of the contract.

Upon termination, all documents, data, and reports prepared by the Contractor under the contract shall become the property of and be delivered to immediately AHCCCS on demand.

AHCCCS 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 for any excess costs incurred by AHCCCS in re-procuring the materials or services.

50. TERMINATION - AVAILABILITY OF FUNDS

Funds are not presently available for performance under this contract beyond the current fiscal year. No legal liability on the part of AHCCCS for any payment may arise under this contract until funds are made available for performance of this contract.

Notwithstanding any other provision in the Agreement, this Agreement may be terminated by Contractor, if, for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining this Agreement. In the event of such termination, the Contractor shall have no further obligation to AHCCCS.

51. TERMINATION FOR CONFLICT OF INTEREST

AHCCCS may cancel this contract without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of AHCCCS is, or becomes at any time while the contract or any 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 by A.R.S. §38-511.

52. TERMINATION FOR CONVENIENCE

TERMS AND CONDITIONS

AHCCCS reserves the right to terminate the contract in whole or in part at any time for the convenience of the State without penalty or recourse. The Contracting Officer shall give written notice by certified mail, of the termination at least 90 days before the effective date of the termination. Upon receipt of 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 AHCCCS immediately on 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.

53. TERMINATION UPON MUTUAL AGREEMENT

This Contract may be terminated by mutual written agreement of the parties effective upon the date specified in the written agreement. If the parties cannot reach agreement regarding an effective date for termination, AHCCCS will determine the effective date.

54. 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.

55. TYPE OF CONTRACT

Fixed-Price, stated as capitated per member per month, except as otherwise provided.

56. WARRANTY OF SERVICES

The Contractor warrants that all services provided under this contract will conform to the requirements stated herein. AHCCCS' acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, AHCCCS may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

SCOPE OF WORK

1.	INTRODUCTION.....	28
1.1	OVERVIEW	28
1.2	System Values and Guiding Principles.....	28
1.3	Integrated Health Care Service Delivery Principles for Persons with Serious Mental Illness	28
2	MEDICAID ELIGIBILITY.....	28
2.1	Medicaid Eligible Populations	28
2.2	Special Medicaid Eligibility-Members Awaiting Transplants	29
2.3	Non-Medicaid Eligible Populations.....	29
2.4	Eligibility and Member Verification	29
2.5	Medicaid Eligibility Determination.....	29
3	ENROLLMENT AND DISENROLLMENT	30
3.1	Enrollment and Disenrollment of Populations.....	30
3.2	Opt-Out For Cause	30
3.3	Prior Quarter Coverage.....	30
3.4	Prior Period Coverage	30
3.5	Hospital Presumptive Eligibility	30
4	SCOPE OF SERVICES.....	30
4.1	Overview.....	30
4.2	General Requirements for the System of Care.....	31
4.3	Behavioral Health Covered Services.....	31
4.4	Behavioral Health Service Delivery Approach	34
4.5	Behavioral Health Services for Adult Members	34
4.6	Behavioral Health Services for Child Members	34
4.7	Physical Health Care Covered Services.....	34
4.8	Integrated Health Care Service Delivery for SMI Members	34
4.9	Health Education and Health Promotion Services	34
4.10	American Indian Member Services	35
4.11	Medications.....	35
4.12	Laboratory Testing Services	35
4.13	Crisis Services Overview	35
4.14	Crisis Services-General Requirements	35
4.15	Crisis Services-Telephone Response	35

SCOPE OF WORK

4.16	Crisis Services-Mobile Crisis Teams	35
4.17	Crisis Services- Crisis Stabilization Settings	35
4.18	Pediatric Immunizations and the Vaccines for Children Program	35
4.19	Medicaid School Based Claiming Program (MSBC).....	35
4.20	Special Health Care Needs.....	35
4.21	Special Assistance for SMI Members.....	36
4.22	Psychiatric Rehabilitative Services-Employment.....	36
4.23	Psychiatric Rehabilitative Services-Peer Support.....	36
4.24	Psychiatric Rehabilitative Services-Housing.....	36
4.25	Prevention Services	36
5	CARE COORDINATION AND COLLABORATION.....	37
5.1	Care Coordination.....	37
5.2	Care Coordination for Dual Eligible SMI Members	37
5.3	Coordination with AHCCCS Contractors and Primary Care Providers.....	37
5.4	Collaboration with System Stakeholders	37
5.5	Collaboration to Improve Health Care Service Delivery.....	37
5.6	Collaboration with Peers and Family Members	37
5.7	Collaboration with Tribal Nations.....	37
5.8	Coordination for Transitioning Members	37
6	PROVIDER NETWORK.....	37
6.1	Network Development.....	37
6.2	Network Development for Integrated Health Care Service Delivery	37
6.3	Network Management.....	38
6.4	Out of Network Providers	38
6.5	Material Change to Provider Network.....	38
6.6	Provider Affiliation Transmission	38
7	PROVIDER REQUIREMENTS.....	38
7.1	Provider General Requirements.....	38
7.2	Provider Registration Requirements	38
7.3	Provider Manual Policy Requirements	38
7.4	Provider Manual Policy Network Requirements	38
7.5	Specialty Service Providers	38
7.6	Primary Care Provider Standards	38

SCOPE OF WORK

7.7	Maternity Care Provider Standards	38
7.8	Federally Qualified Health Centers and Rural Health Clinics.....	39
8	MEDICAL MANAGEMENT.....	39
8.1	General Requirements	39
8.2	Utilization Data Analysis and Data Management.....	39
8.3	Prior Authorization	39
8.4	Concurrent Review	39
8.5	Additional Authorization Requirements	39
8.6	Discharge Planning.....	39
8.7	Inter- rater Reliability.....	39
8.8	Retrospective Review	39
8.9	Practice Guidelines	39
8.10	New Medical Technologies and New Uses of Existing Technologies	39
8.11	Care Coordination.....	39
8.12	Disease Management	39
8.13	Care Management Program-Goals	39
8.14	Care Management Program-General Requirements	40
8.15	Drug Utilization Review	40
8.16	Pre-Admission Screening and Resident Review (PASRR) Requirements.....	40
8.17	Medical Management Reporting Requirements	40
9	APPOINTMENT AND REFERRAL REQUIREMENTS	40
9.1	Appointments.....	40
9.2	Additional Appointment Requirements for SMI Members	42
9.3	Referral Requirements.....	42
9.4	Disposition of Referrals.....	42
9.5	Provider Directory	42
9.6	Referral for a Second Opinion.....	42
9.7	Additional Referral Requirements for SMI Members	42
10	QUALITY MANAGEMENT.....	42
10.1	General Requirements.....	42
10.2	Credentialing.....	42
10.3	Incident, Accident and Death Reports.....	42
10.4	Quality of Care Concerns and Investigations	43

SCOPE OF WORK

10.5	Performance Measures.....	43
10.6	Performance Improvement Projects.....	43
10.7	Data Collection Procedures	43
10.8	Member Satisfaction Survey	43
10.9	Provider Monitoring.....	43
10.10	Centers of Excellence	43
10.11	Quality Management Reporting Requirements.....	43
11	COMMUNICATIONS.....	43
11.1	Member Information.....	43
11.2	Member Handbooks.....	43
11.3	Member Newsletters	43
11.4	Health Promotion	43
11.5	Marketing.....	44
11.6	Web Site Requirements	44
11.7	Social Networking Requirements	44
11.8	Outreach	44
11.9	Identification Cards for SMI Members Receiving Physical Health Care Services	44
12	CULTURAL COMPETENCY.....	44
12.1	General Requirements.....	44
12.2	Cultural Competency Program.....	44
12.3	Translation Services	44
13	GRIEVANCE SYSTEM REQUIREMENTS.....	44
13.1	General Requirements.....	44
13.2	Member Grievances.....	46
13.3	TXIX/XXI Member Appeals	47
13.4	Claim Disputes.....	47
13.5	Grievance System Reporting Requirements	47
13.6	SMI Grievances	47
13.7	SMI Appeals	48
14	CORPORATE COMPLIANCE PROGRAM	48
14.1	General Requirements.....	48
14.2	Fraud, Waste and Abuse	48
14.3	Disclosure of Ownership and Control.....	48

SCOPE OF WORK

14.4	Disclosure of Information on Persons Convicted of Crimes.....	48
15	FINANCIAL MANAGEMENT.....	48
15.1	General Requirements.....	48
15.2	Performance Bond.....	48
15.3	Financial Reports.....	48
15.4	Financial Viability/Performance Standards.....	49
15.5	Health Insurer Fee.....	49
15.6	Compensation.....	49
15.7	Capitation Adjustments.....	49
15.8	Payments.....	49
15.9	Community Reinvestment.....	49
15.10	Recoupments.....	49
15.11	Financial Responsibility for Referrals and Coordination with Acute Health Plans and the Courts.....	49
15.12	Advances,Equity Distributions, Loans, and Investments.....	50
15.13	Member Billing and Liability for Payment.....	50
15.14	Medicare Services and Cost Sharing Requirements.....	50
15.15	Capitalization Requirements.....	50
15.16	Coordination of Benefits and Third Party Liability Requirements.....	50
15.17	Retroactive Recoveries Involving Commercial Insurance Payor Sources.....	50
15.18	Post-Payment Recovery Requirements.....	50
15.19	Total Plan Case Requirements.....	50
15.20	Other Financial Obligations.....	50
15.21	Sources of Revenue.....	50
15.22	Non-Title XIX/XXI Encounter Valuation for Grant, County, Non-Title XIX, and Other Funds.....	51
15.23	Profit Limit for Non-Title XIX/XXI Funds.....	51
15.24	Mortgages and Financing of Property.....	53
15.25	Management of Federal Block Grant Funds and Other Federal Grants.....	53
16	PROVIDER AGREEMENT REIMBURSEMENT.....	56
16.1	Physician Incentive Requirements.....	56
16.2	Nursing Facility Reimbursement.....	56
17	INFORMATION SYSTEMS AND DATA EXCHANGE REQUIREMENTS.....	56
17.1	Overview.....	56

SCOPE OF WORK

17.2	Systems Function and Capacity.....	56
17.3	Management Information System (MIS).....	56
17.4	Data and Document Management Requirements	56
17.5	System and Data Integration Requirements.....	56
17.6	Electronic Transactions.....	56
17.7	System Upgrade Plan	56
17.8	Participation in Information Systems Work Groups/Committees.....	57
17.9	Enrollment and Eligibility Data Exchange.....	57
17.10	Claims and Encounter Submission and Processing Requirements	57
17.11	Encounter Reporting	57
17.12	Encounter Corrections	57
17.13	AHCCCS Encounter Data Validation Study (EDVS).....	58
17.14	Claims Payment System Requirements	58
17.15	General Claims Processing Requirements.....	58
17.16	Claims System Reporting.....	58
17.17	Claims Audits.....	58
17.18	Demographic Data Submission.....	58
17.19	Grievance, Appeals, and Claims Dispute Data Submissions	58
17.20	Other Electronic Data Requests.....	58
18	ADMINISTRATIVE REQUIREMENTS	58
18.1	General Requirements.....	58
18.2	AHCCCS Guidelines, Policies and Manuals	58
18.3	Organizational Structure	58
18.4	Peer Involvement and Participation.....	58
18.5	Key Staff	58
18.6	Organizational Staff	59
18.7	Liaisons and Coordinators	59
18.8	Training Program Requirements	59
18.9	Training Reporting Requirements	59
18.10	Medical Records	59
18.11	Consent and Authorization.....	59
18.12	Advance Directives	59
18.13	Business Continuity and Recovery Plan	59

SCOPE OF WORK

18.14	Emergency Preparedness.....	60
18.15	Legislative, Legal and Regulatory Issues	60
18.16	Pending Legislation and Other Issues.....	60
18.17	Copayments.....	61
18.18	Administrative Performance Standards.....	61
18.19	SMI Eligibility Determination	61
18.20	Material Change to Buisness Operations	61
18.21	Integrated Health Care Development Program	62
18.22	Governance Board.....	62
18.23	Merger, Acquisition, Reorganization, Joint Venture And Change In Ownership	62
18.24	Separate Incorporation and Prohibition Against Direct Service Deliver	62
19	MONITORING AND OPERATIONAL REVIEWS.....	62
19.1	Reporting Requirements	62
19.2	Records Retention	62
19.3	Requests for Information	62
19.4	Surveys.....	62
19.5	Monitoring and Independent Review of the Contractor..	62
19.6	Sanctions	62
20	SUBCONTRACTING REQUIREMENTS.....	62
20.1	Subcontract Relationships and Delegation.....	62
20.2	Hospital Subcontracts and Reimbursement	63
20.3	Management Services Agreements	63
20.4	Prior Approval.....	63
20.5	AHCCCS Minimum Subcontract Provisions	63
20.6	Subcontracting Reporting Requirements.....	63
	EXHIBITS.....	64
	Exhibit Summary-Reserved	64
	Exhibit-1 - Definitions	64
	Exhibit-2 - Acronyms	65
	Exhibit-3 - Medicare Requirement to Coordinate Care for Dual Eligible SMIMembers	65
	Exhibit-4 - Placeholder	65
	Exhibit-5 - Reserved	65
	Exhibit-6 - Adult Service Delivery System-Nine Guiding Principles	65

SCOPE OF WORK

Exhibit-7- Reserved.....	65
Exhibit-8 - Reserved.....	65
Exhibit-9 - Deliverables.....	66
Exhibit-10 - Greater Arizona Zip Codes	70
Exhibit-11 - Capitation Rates and Contractor Specific Requirements ..	70
Exhibit-12 - Placeholder.....	70
Exhibit-13 - Reserved.....	70
Exhibit-14 - Reserved.....	70
Exhibit-15 - Enrollee Grievance System Standards	70
Exhibit-16 - Provider Claim Dispute Standards ..	70
Endnotes ..	70

SCOPE OF WORK

1 INTRODUCTION

This contract describes the responsibilities for provision of Non-Title XIX services for Title XIX and Non-Title XIX members accessing behavioral health services. For ease of reference, the sections in this Contract correspond to the related sections in the Title XIX Contract YH17-0001. The Contractor shall adhere to all requirements and provisions of the Title XIX YH17-0001 Contract for all populations under this contract except when noted 'Exempt'. In instances where the requirements and provisions of the Title XIX Contract YH17-0001 apply to the populations under this contract, the following text is used: "Refer to Title XIX Contract YH17-0001." In instances where the requirements and provisions of both Title XIX Contract YH17-0001 and supplementary requirements apply to the populations under this contract, the following text is used: "Refer to Title XIX Contract YH17-0001 and." In instances where language contained in this contract differs from the Title XIX YH17-001 Contract, the language in this contract will prevail only with regard to administration of the Non-Title XIX services provided to populations under this contract.

No requirements related to the coverage of physical health services specified in the Title XIX YH17-0001 Contract are applicable herein, including instances when this contract refers to the Title XIX Contract.

Based on funding availability, the U.S. Government may make additional grant funding available to AHCCCS for the populations served under this Contract ("Future Grant"). At its sole discretion, AHCCCS may notify the Contractor in writing of an offer to become a sub-recipient of the Future Grant and the requirements of the Future Grant. Should the Contractor agree to be a sub-recipient of the Future Grant, it shall notify AHCCCS in writing of the acceptance of AHCCCS' offer. The Contractor's acceptance of this grant funding shall amend this Contract to obligate the Contractor to fulfill all requirements of the Future Grant ("Future Grant Amendment"). All other provisions of this Contract shall remain unchanged and shall apply to any Future Grant Amendment. If a provision of the Future Grant Amendment conflicts with this Contract, the Future Grant Amendment shall control.

1.1 Overview

- Refer to Title XIX Contract YH17-0001

1.2 System Values and Guiding Principles

- Refer to Title XIX Contract YH17-0001

1.3 Integrated Health Care Service Delivery Principles for Persons with Serious Mental Illness

- Refer to Title XIX Contract YH17-0001

2 ELIGIBILITY

2.1 Medicaid Eligible Populations

Refer to Title XIX Contract YH17-0001 and:

SCOPE OF WORK

In addition to those populations identified in Title XIX Contract YH17-0001, the Contractor is also responsible for the provision of State Only services for CRS members.

2.2 Special Medicaid Eligibility-Members Awaiting Transplants

Refer to Title XIX Contract YH17-0001

2.3 Non-Medicaid Eligible Populations

The Contractor shall be responsible to provide covered behavioral health services to non-Medicaid eligible children and adults subject to available funding allocated to the Contractor.

- Non-Medicaid eligible children and adults.
- Substance Abuse Block Grant (SABG) recipients

SABG funds are used to ensure access to treatment and long-term recovery support services for (in order of priority):

- Pregnant women/teenagers who use drugs by injection;
- Pregnant women/teenagers who use substances;
- Other persons who use drugs by injection;
- Substance using women and teenagers with dependent children and their families, including females who are attempting to regain custody of their children; and
- All other clients with a substance abuse disorder, regardless of gender or route of use, (as funding is available).

Persons must indicate active substance use within the previous 12-month period to be eligible for SABG funded services.

- Mental Health Block Grant (MHBG) Recipients

MHBG funds are used to provide services for adults with Serious Mental Illness (SMI) and children with serious emotional disturbance (SED)

2.4 Eligibility and Member Verification

- Refer to Title XIX Contract YH17-0001

2.5 Federal Health Insurance Exchange

The Contractor and contracted providers must educate and encourage Non-Title SMI members to enroll in a qualified health plan through the federal health insurance exchange and offer assistance for those choosing to enroll during open enrollment periods and qualified life events. The following applies for members who enroll in a qualified health plan through the federal insurance exchange:

- Members enrolled in a qualified health plan through the federal health insurance exchange continue to be eligible for Non-Title XIX covered services that are not covered under the exchange plan.

SCOPE OF WORK

- Non-Title XIX funds may not be used to cover premiums or co-pays associated with qualified health plans through the federal exchange or other third party liability premiums or co-pays other than Medicare Part D for SMI members.
- The Contractor must issue approval prior to any utilization of Non-Title XIX funding for services otherwise covered under a qualified plan through the federal exchange.

3 ENROLLMENT AND DISENROLLMENT

3.1 Enrollment and Disenrollment of Populations

- Refer to Title XIX Contract YH17-0001 and:

The Contractor shall comply with the requirements in the Technical Interface Guidelines (TIG).

- Defer to AHCCCS, which has exclusive authority to designate who will be enrolled and disenrolled as Non-Medicaid eligible members.
- For a Non-Title XIX/XXI eligible person to be enrolled, providers must submit an 834 enrollment transaction to the Contractor.
- For a Non-Title XIX/XXI eligible person who receives a covered behavioral health service, he/she must be enrolled effective the date of first contact by a behavioral health provider.
- All persons who are served through the ADHS/DBHS behavioral health system must have an active episode of care, even if the person only receives a single service (e.g., crisis intervention, one time face-to-face consultation).

3.2 Opt-Out for Cause

- Exempt

3.3 Prior Quarter Coverage

- Refer to Title XIX Contract YH17-0001

3.4 Prior Period Coverage

- Refer to Title XIX Contract YH17-0001

3.5 Hospital Presumptive Eligibility

- Refer to Title XIX Contract YH17-0001

4 SCOPE OF SERVICES

4.1 Overview

- Refer to Title XIX Contract YH17-0001

SCOPE OF WORK

4.2 General Requirements

- Refer to Title XIX Contract YH17-0001

4.3 Behavioral Health Covered Services

- Refer to Title XIX Contract YH17-0001 and:

The Contractor shall:

- Ensure the delivery of medically necessary and clinically appropriate covered behavioral health services to eligible members in conformance with the Covered Behavioral Health Services Guide, or its successor.
 - Deliver covered behavioral health services under the Mental Health (MHBG) Block Grant, the Substance Abuse (SABG) Block Grant and other grant funding as available.
 - Persons receiving substance abuse treatment services under the SABG have the right to receive services from a provider to whose religious character they do not object.
 - Behavioral health subcontractors providing substance abuse services under the SABG must notify persons of this right using Policy Attachment 110.1, or its successor. Providers must document that the person has received notice in the person's comprehensive clinical record.
 - If a person objects to the religious character of a behavioral health provider, the provider must refer the person to an alternative provider within 7 days, or earlier when clinically indicated, after the date of the objection. Upon making such a referral, providers must notify the Contractor of the referral and ensure that the person makes contact with the alternative provider.
 - The Contractor must develop and make available policies and procedures that indicate who and how providers should notify the Contractor of these referrals.
 - Submit Annual reports on use of MHBG and SABG funds in accordance with Block Grant reporting requirements, in accordance with Exhibit-9, Deliverables.
 - Deliver covered behavioral health services in accordance with the terms of the Intergovernmental Agreement (IGA) between AHCCCS and all County agreements for court ordered evaluations.
- Substance Abuse Block Grant (SABG)

The following services must be made available to SABG special populations:

SCOPE OF WORK

- Behavioral health providers must provide specialized, gender-specific treatment and recovery support services for females who are pregnant or have dependent children and their families in outpatient/residential treatment settings.
- Services are also provided to mothers who are attempting to regain custody of their children.
- Services must treat the family as a unit.
- As needed, providers must admit both mothers and their dependent children into treatment.
- The following services are provided or arranged as needed:
 - Referral for primary medical care for pregnant females;
 - Referral for primary pediatric care for children;
 - Gender-specific substance abuse treatment; and
 - Therapeutic interventions for dependent children
- The Contractor must ensure the following issues do not pose barriers to access to obtaining substance abuse treatment:
 - Child care;
 - Case management; and
 - Transportation
- The Contractor must publicize the availability of gender-based substance abuse treatment services for females who are pregnant or have dependent children. Publicizing must include at a minimum the posting of fliers at each site notifying the right of pregnant females and females with dependent children to receive substance abuse treatment services at no cost.
- The Contractor must develop and make available to providers specific language with regards to providing the specialty program services for women and children.
- Interim Services for Pregnant Women/Injection Drug Users (Non-Title XIX/XXI only)

The purpose of interim services is to reduce the adverse health effects of substance use, promote the health of the individual, and reduce the risk of transmission of disease for priority population members awaiting placement in a Residential Treatment Facility. Provision of interim services must be documented in the client's chart as well as reported to AHCCCS through the online residential waitlist. Interim services are required for Non-Title XIX/XXI priority population members who are maintained on an actively managed waitlist while awaiting placement in a Residential Treatment Facility. Title XIX/XXI eligible persons who also meet a priority population type may not be placed on a waitlist.

SCOPE OF WORK

For pregnant females the reporting requirement is within 48 hours, for women with dependent children the requirement is within five calendar days, and for all IVDUs the requirement is within 14 calendar days.

The minimum required interim services include education and referral that cover:

- Prevention of and types of behaviors which increase the risk of contracting HIV, Hepatitis C and other sexually transmitted diseases;
 - Effects of substance use on fetal development;
 - Risk assessment/screening;
 - Referrals for HIV, Hepatitis C, and tuberculosis screening and services; and
 - Referrals for primary and prenatal medical care.
- Mental Health Services Block Grant (MHBG)
 - The MHBG provides non-Title XIX/XXI behavioral health services to adults with SMI and children with SED.
 - The MHBG must be used to:
 - Ensure access to a comprehensive system of care, including employment, housing, case management, rehabilitation, dental, and health services, as well as mental health services and supports;
 - Promote participation by consumer/survivors and their families in planning and implementing services and programs, as well as in evaluating State mental health systems;
 - Ensure access for underserved populations, including people who are homeless, residents of rural areas, and older adults;
 - Promote recovery and community integration for adults with SMI and children with SED;
 - Provide for a system of integrated services to include:
 - Social services;
 - Educational services;
 - Juvenile justice services;
 - Substance abuse services;
 - Health and behavioral health services; and
 - To provide for training of providers of emergency health services regarding behavioral health.
 - The Contractor shall not be responsible to pay for the costs associated with Court Ordered Evaluation unless prior payment arrangements have been made with another entity (e.g. County, hospital, provider).
 - The Contractor and its providers must comply with state recognized tribal court orders for Title XIX/XXI and Non-Title XIX SMI persons. When tribal providers are also involved in the care and treatment of court ordered tribal members, the

SCOPE OF WORK

Contractor and its providers must involve tribal providers to ensure the coordination and continuity of care of the members for the duration of court ordered treatment and when members are transitioned to services on the reservation, as applicable. The Contractor is encouraged to enter into agreements with tribes to address behavioral health needs and improve the coordination of care for tribal members.

- Domestic Violence (DV) Offender Treatment

For Non-TXIX/XXI eligible persons court ordered for DV treatment, the individual can be billed for the DV services.

4.4 Behavioral Health Service Delivery Approach

- Refer to Title XIX Contract YH17-0001

4.5 Behavioral Health Services for Adult Members

- Refer to Title XIX Contract YH17-0001 and:

The Contractor shall:

Implement the following service delivery programs for members with SMI consistent with U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration's (SAMHSA) established program models:

- Assertive Community Treatment (ACT);
- Permanent Supportive Housing;
- Supported Employment and
- Consumer Operated Services.

Monitor fidelity to the service delivery programs annually using the AHCCCS adopted measurement instrument, for example, the SAMHSA Fidelity Scale and General Organizational Index and report findings to AHCCCS as specified in Exhibit-9, Deliverables.

4.6 Behavioral Health Services for Child Members

- Refer to Title XIX Contract YH17-0001

4.7 Physical Health Care Covered Services

- Exempt

4.8 Integrated Health Care Service Delivery for SMI Members

- Exempt

4.9 Health Education and Health Promotion Services

- Refer to Title XIX Contract YH17-0001

SCOPE OF WORK

4.10 American Indian Member Services

- Refer to Title XIX Contract YH17-0001

4.11 Medications

- Members with SMI (whether funded through State Funds or MHBG): Refer to Title XIX Contract YH17-0001: and

Members receiving services through SABG: SABG funding should be directed to service delivery and not to medications. The Contractor should utilize other fund sources to provide medications. Methadone, Suboxone and RBHA approved Medication Assisted Treatment (MAT) is excluded from this restriction. Additionally, members in methadone maintenance treatment are eligible to continue receiving methadone without an active use within the past 12 months.

4.12 Laboratory Testing Services

- Refer to Title XIX Contract YH17-0001

4.13 Crisis Services Overview

- Refer to Title XIX Contract YH17-0001

4.14 Crisis Services-General Requirements

- Refer to Title XIX Contract YH17-0001

4.15 Crisis Services-Telephone Response

- Refer to Title XIX Contract YH17-0001

4.16 Crisis Services-Mobile Crisis Teams

- Refer to Title XIX Contract YH17-0001

4.17 Crisis Services-Crisis Stabilization Settings

- Refer to Title XIX Contract YH17-0001

4.18 Pediatric Immunizations and the Vaccines for Children Program

- Exempt

4.19 Medicaid School Based Claiming Program (MSBC)

- Exempt

4.20 Special Health Care Needs

SCOPE OF WORK

- Refer to Title XIX Contract YH17-0001

4.21 Special Assistance for SMI Members

- Refer to Title XIX Contract YH17-0001

4.22 Psychiatric Rehabilitative Services-Employment

- Refer to Title XIX Contract YH17-0001

4.23 Psychiatric Rehabilitative Services-Peer Support

- Refer to Title XIX Contract YH17-0001

4.24 Psychiatric Rehabilitative Services - Housing

The Contractor shall:

Develop and maintain a housing continuum for members determined to have SMI as well as all other eligible members in conformance with the ADHS/DBHS Housing Desktop Manual or its successor, and ADHS/DBHS Policy 112, or its successor.

Collaborate with community stakeholders, state agency partners, federal agencies and other entities to identify, apply for or leverage alternative funding sources for housing programs.

Develop and manage state and federal housing programs and deliver housing related services.

Utilize all housing units previously purchased in the GSA, including units acquired through the use of HB2003, *Arnold vs. Sarn* and ComCare Trust funding for purposes of providing housing for SMI members.

Evaluate and report annually the fidelity of the Housing program through utilizing SAMHSA's Permanent Supportive Housing toolkit.

Comply with all federally funded and state funded housing requirements as directed by AHCCCS.

Submit the deliverables related to the Housing Program in accordance with Exhibit-9, Deliverables.

The Contractor shall not utilize state funding sources in any capacity at unlicensed boarding homes, or other similar unlicensed facilities.

4.25 Prevention Services

The Contractor shall:

- Administer a prevention system, and

Submit deliverables related to Prevention Services reporting in accordance with Exhibit-9, Deliverables.

SCOPE OF WORK

5 CARE COORDINATION AND COLLABORATION

5.1 Care Coordination

- Refer to Title XIX Contract YH17-0001

5.2 Coordination with AHCCCS Contractors and Primary Care Providers

- Exempt

5.3 Refer to Title XIX Contract YH17-0001 Collaboration with System Stakeholders

- Refer to Title XIX Contract YH17-0001 and:

The Contractor shall meet, agree upon, and reduce to writing collaborative protocols with each County, District, or Regional Office of the Arizona Department of Economic Security/Rehabilitative Services Administration.

5.4 Collaboration to Improve Integrated Health Care Service Delivery

- Refer to Title XIX Contract YH17-0001

5.5 Collaboration to Improve Behavioral Health Service Delivery

- Refer to Title XIX Contract YH17-0001

5.6 Collaboration with Peers and Family Members

- Refer to Title XIX Contract YH17-0001

5.7 Collaboration with Tribal Nations

- Refer to Title XIX Contract YH17-0001

5.8 Coordination for Transitioning Members

- Refer to Title XIX Contract YH17-0001

6 PROVIDER NETWORK

6.1 Network Development

- Refer to Title XIX Contract YH17-0001

6.2 Network Development for Integrated Health Care Service Delivery

- Exempt

6.3 Network Management

- Refer to Title XIX Contract YH17-0001

SCOPE OF WORK

6.4 Out of Network Providers

- Refer to Title XIX Contract YH17-0001

6.5 Material Change to Provider Network

- Refer to Title XIX Contract YH17-0001 and:

The Contractor shall offer a full array of service providers to meet the needs of the actual and anticipated number of persons eligible to receive services under this Contract.

6.6 Provider Affiliation Transmission

- Refer to Title XIX Contract YH17-0001

7 PROVIDER REQUIREMENTS

7.1 Provider General Requirements

- Refer to Title XIX Contract YH17-0001

7.2 Provider Registration Requirements

- Refer to Title XIX Contract YH17-0001 and:

The Contractor shall require that all entities receiving SABG or MHBG funds to obtain and maintain an Inventory of Behavioral Health Services (I-BHS) number through SAMHSA.

7.3 Provider Manual Policy Requirements

- Refer to Title XIX Contract YH17-0001

7.4 Provider Manual Policy Network Requirements

- Refer to Title XIX Contract YH17-0001

7.5 Specialty Service Providers

- Exempt

7.6 Primary Care Provider Standards

- Exempt

7.7 Maternity Care Provider Standards

- Exempt

7.8 Federally Qualified Health Centers and Rural Health Clinics

- Exempt

SCOPE OF WORK

8 MEDICAL MANAGEMENT

8.1 General Requirements

- Refer to Title XIX Contract YH17-0001

8.2 Utilization Data Analysis and Data Management

- Refer to Title XIX Contract YH17-0001

8.3 Prior Authorization

- Refer to Title XIX Contract YH17-0001

8.4 Concurrent Review

- Refer to Title XIX Contract YH17-0001

8.5 Additional Authorization Requirements

- Refer to Title XIX Contract YH17-0001 and:

The Contractor shall comply with member notice requirements in the ADHS/DBHS Policy on Notice Requirements and Appeal Process for Non-Title XIX Eligible Persons, or its successor and Notice and Appeal Requirements (SMI and Non-SMI), or its successor.

8.6 Discharge Planning

- Refer to Title XIX Contract YH17-0001

8.7 Inter-rater Reliability

- Refer to Title XIX Contract YH17-0001

8.8 Retrospective Review

- Refer to Title XIX Contract YH17-0001

8.9 Practice Guidelines

- Refer to Title XIX Contract YH17-0001

8.10 New Medical Technologies and New Uses of Existing Technologies

- Refer to Title XIX Contract YH17-0001

8.11 Care Coordination

- Refer to Title XIX Contract YH17-0001

8.12 Disease Management

- Refer to Title XIX Contract YH17-0001

8.13 Care Management Program-Goals

- Refer to Title XIX Contract YH17-0001

SCOPE OF WORK

8.14 Care Management Program-General Requirements

- Refer to Title XIX Contract YH17-0001

8.15 Drug Utilization Review

- Refer to Title XIX Contract YH17-0001

8.16 Pre-Admission Screening and Resident Review (PASRR) Requirements

- Refer to Title XIX Contract YH17-0001

8.17 Medical Management Reporting Requirements

- Refer to Title XIX Contract YH17-0001

9 APPOINTMENT AND REFERRAL REQUIREMENTS

9.1 Appointments

- Refer to Title XIX Contract YH17-0001 and:

For all populations covered under this Contract, the Contractor shall provide appointments to members as follows:

- Emergency appointments within 24 hours of referral, including, at a minimum, the requirement to respond to hospital referrals for Non-Title XIX members with SMI;
- Accept and respond to emergency referrals of Non-Title XIX members with SMI 24 hours a day, seven days a week. Emergency referrals do not require prior authorization. Emergency referrals include those initiated for Non-Title XIX with SMI members admitted to a hospital or treated in the emergency room.

Response Times for Designated Behavioral Health Services under the SABG Block Grant:

WHEN	WHAT	WHO
Behavioral health services provided within a timeframe indicated by clinical need, but no later than 48 hours from the referral/initial request for services.	Any needed covered behavioral health service, including admission to a residential program if clinically indicated; If a residential program is temporarily unavailable, an attempt shall be made to place the person within another provider agency facility, including those in other geographic service areas. If capacity still does not exist, the person shall be placed on an actively managed residential wait list and interim services must be provided until the individual is admitted. Interim services	Pregnant women/teenagers referred for substance abuse treatment (includes pregnant injection drug users and pregnant substance abusers) and Substance-using

SCOPE OF WORK

WHEN	WHAT	WHO
	include: counseling/education about HIV and Tuberculosis (include the risks of transmission), the risks of needle sharing and referral for HIV and TB treatment services if necessary, counseling on the effects of alcohol/drug use on the fetus and referral for prenatal care.	females with dependent children, including those attempting to regain custody of their child(ren)
<p>Behavioral health services provided within a timeframe indicated by clinical need but no later than 14 days following the initial request for services/referral.</p> <p>All subsequent behavioral health services must be provided within timeframes according to the needs of the person.</p>	<p>Includes any needed covered behavioral health services;</p> <p>Admit to a clinically appropriate substance abuse treatment program (can be residential or outpatient based on the person's clinical needs); if unavailable, interim services must be offered to the person. Interim services shall minimally include education/interventions with regard to HIV and tuberculosis and the risks of needle sharing and must be offered within 48 hours of the request for treatment.</p>	All other injection drug users
<p>Behavioral health services provided within a timeframe indicated by clinical need but no later than 23 days following the initial assessment.</p> <p>All subsequent behavioral health services must be provided within timeframes according to the needs of the person.</p>	Includes any needed covered behavioral health services.	All other persons in need of substance abuse treatment

9.2 Additional Appointment Requirements for SMI Members

- Refer to Title XIX Contract YH17-0001

SCOPE OF WORK

9.3 Refer to Title XIX Contract YH17-0001 Referral Requirements

- Refer to Title XIX Contract YH17-0001 and:

Accept and respond to emergency referrals of and Non-Title XIX members with SMI 24 hours a day, seven days a week. Emergency referrals do not require prior authorization. Emergency referrals include those initiated for Non-Title XIX with SMI members admitted to a hospital or treated in the emergency room.

9.4 Disposition of Referrals

- Refer to Title XIX Contract YH17-0001

9.5 Provider Directory

- Refer to Title XIX Contract YH17-0001

9.6 Referral for a Second Opinion

- Refer to Title XIX Contract YH17-0001

9.7 Additional Referral Requirements for SMI Members

- Refer to Title XIX Contract YH17-0001

10 QUALITY MANAGEMENT

10.1 General Requirements

- Refer to Title XIX Contract YH17-0001 and:

The Contractor shall comply with requirements to assure member rights and responsibilities in conformance the ADHS/DBHS Policy and Procedures Manual policies on Title XIX/XXI Notice and Appeal Requirements; Special Assistance for Persons Determined to have a Serious Mental Illness; Notice and Appeal Requirements (SMI and NON-SMI);/NON-TITLE XIX/XXI) Member Grievance Resolution Process; or their successor documents; and the AHCCCS policy on Notice Requirements and Appeal Process for Title XIX and Title XXI Eligible Persons and the AHCCCS Medical Policy Manual (42 CFR 438.100(a)(2)); and comply with any other applicable federal and State laws (such as Title VI of the Civil Rights Act of 1964, etc.) including other laws regarding privacy and confidentiality (42 CFR 438.100(d)).

10.2 Credentialing

- Refer to Title XIX Contract YH17-0001

10.3 Incident, Accident and Death Reports

- Refer to Title XIX Contract YH17-0001

10.4 Quality of Care Concerns and Investigations

SCOPE OF WORK

- Refer to Title XIX Contract YH17-0001

10.5 Performance Measures

- Exempt

10.6 Performance Improvement Project

- Exempt

10.7 Data Collection Procedures

- Exempt

10.8 Member Satisfaction Survey

- Refer to Title XIX Contract YH17-0001

10.9 Provider Monitoring

- Refer to Title XIX Contract YH17-0001

10.10 Centers of Excellence

- Refer to Title XIX Contract YH17-0001

10.11 Quality Management Reporting Requirements

- Refer to Title XIX Contract YH17-0001

11 COMMUNICATIONS

11.1 Member Information

- Refer to Title XIX Contract YH17-0001

11.2 Member Handbooks

- Refer to Title XIX Contract YH17-0001 and:

Provide the Contractor's Member Handbook to each member as follows:

- For Non-Title XIX/XXI members within 12 business days of the member receiving the initial behavioral health covered service;

11.3 Member Newsletters

- Refer to Title XIX Contract YH17-0001

11.4 Health Promotion

- Refer to Title XIX Contract YH17-0001 and:
The Contractor shall ensure all providers receiving SABG funds have posters displayed in accordance with 45 CFR 96.131

11.5 Marketing

SCOPE OF WORK

- Refer to Title XIX Contract YH17-0001

11.6 Web Site Requirements

- Refer to Title XIX Contract YH17-0001

11.7 Social Networking Requirements

- Refer to Title XIX Contract YH17-0001

11.8 Outreach

- Refer to Title XIX Contract YH17-0001

11.9 Identification Cards for SMI Members Receiving Physical Health Care Services

- Exempt

12 CULTURAL COMPETENCY

12.1 General Requirements

- Refer to Title XIX Contract YH17-0001

12.2 Cultural Competency Program

- Refer to Title XIX Contract YH17-0001

12.3 Translation Services

- Refer to Title XIX Contract YH17-0001

13 GRIEVANCE SYSTEM REQUIREMENTS

13.1 General Requirements

For all populations eligible for services under this Contract, the Contractor shall:

- Implement and administer a grievance system for members, subcontractors and providers which include processes for the following:
 - Provision of required Notice to members;
 - Member Grievance
 - SMI Grievance;
 - SMI Appeal;

SCOPE OF WORK

- Claim Dispute; and
- Access to the state fair hearing system.

Ensure a Grievance system that complies with all applicable requirements in the federal and state laws and regulations, AHCCCS' Contractor Operations Manual, AHCCCS Medical Policy Manual, ADHS/DBHS Policy and Procedures Manual, or its successor, and the requirements under this Contract.

- Not delegate or subcontract the administration or performance of the Member Grievance, SMI Grievance, SMI Appeal, or Claim Dispute processes.
- Provide written notification of the Contractor's Grievance System processes to all subcontractor and providers at the time of entering into a subcontract.
- Provide written notification with information about Contractor's Grievance System to members in the Member Handbook in conformance with the Contract Section on, Member Handbooks.
- Provide written notification to members at least 30 days prior to the effective date of a change in a Grievance System policy.
- Administer all grievance system processes competently, expeditiously, and equitably for all members, subcontractors, and providers to ensure that member grievances, appeals, SMI grievances and claim disputes are effectively and efficiently adjudicated and/or resolved.
- Continuously review grievance system data to identify trends and opportunities for system improvement; take action to correct identified deficiencies; and otherwise implement modifications which improve grievance system operations and efficiency.
- Comply with the provisions in the Contract Section on, Administrative Requirements, which shall include having all professional, paraprofessional, and clerical/administrative resources to represent the Contractor's, subcontractor's and/or provider's interests for grievance system cases that rise to the level of an administrative or judicial hearing or proceeding, except for a claim dispute. In the event of a claim dispute, the Contractor and the claimant are responsible to provide the necessary professional, paraprofessional and administrative resources to represent each of its respective interest. Absent written agreement to the contrary, the Contractor shall be responsible for payment of attorney fees and costs awarded to a claimant in any administrative or judicial proceeding.

SCOPE OF WORK

- Provide AHCCCS with any grievance system information, report or document within the time specified within AHCCCS' request.
- Fully cooperate with AHCCCS in the event AHCCCS decides to intervene in, participate in or review any Notice, Member Grievance, SMI Grievance, SMI Appeal or Claim Dispute or any other grievance system process or proceeding. Contractor shall comply with or implement any AHCCCS directive within the time specified pending formal resolution of the issue.
- Designate a qualified individual staff person to collaborate with AHCCCS to address provider or member grievance system-related concerns consistent with the requirements of this Contract.
- Consider the best clinical interests of the member when addressing provider or member grievance system-related concerns. When such concerns are communicated to designated staff, communicate the concern, at a minimum and when appropriate, to Contractor's senior management team, AHCCCS leadership, government officials, legislators, or the media.

Require the designated individual staff person to perform the following activities:

- Collect necessary information;
- Consult with the treatment team, Contractor's CMO or a Care Manager for clinical recommendations when applicable;
- Develop communication strategies in accordance with confidentiality laws; and
- Develop a written plan to address and resolve the situation to be approved by AHCCCS when applicable, prior to implementation.
- Regularly review grievance system data to identify members that utilize grievance system processes at a significantly higher rate than others.
- Conduct a review and take any clinical interventions, revisions to service planning or referrals to Contractor's Care Management Program as indicated when the data shows that a particular member is an outlier by filing repetitive grievances and/or appeals. Provide reports on the Grievance System as specified in Exhibit-9, Deliverables.

13.2 Member Grievances

The Contractor shall:

- Develop and maintain a dedicated department to acknowledge, investigate, and resolve member grievances. The distinct department

SCOPE OF WORK

should be accessible to members, providers and other stakeholders via a designated phone number that can be accessed directly or by a telephone prompt on the contractor's messaging system.

- Respond to and resolve member grievances in a courteous, responsive, effective, and timely manner.
- Actively engage and become involved in resolving member grievances in a manner that holds subcontractors and providers accountable for their actions that precipitated or caused the complaint.
- Not engage in conduct to prohibit, discourage or interfere with a member's or a provider's right to assert a member grievance, appeal, SMI grievance, claim dispute or use any grievance system process.
- Submit response to the resolution of member grievances as directed by AHCCCS.

13.3 TXIX/XXI Member Appeals

- Refer to Title XIX Contract YH17-0001

13.4 Claim Disputes Grievance System Reporting Requirements

The Contractor shall:

- Provide subcontractors with the Contractor's Claim Dispute Policy at the time of entering into a subcontract. The Contractor shall provide non-contracted providers with the Contractor's Claim Dispute Policy with a remittance advice. The Contractor shall send the remittance advice and policy within 45 days of receipt of a claim.

13.5 Grievance System Reporting Requirements

The Contractor shall submit all deliverables related to the Grievance System in accordance with Exhibit-9, Deliverables.

13.6 SMI Grievances

The Contractor shall:

- Develop and maintain a SMI Grievance process that supports the protection of the rights of SMI members and has mechanisms to correct identified deficiencies on both an individual and systemic level.
- Require SMI Grievance investigators to be certified by Council on Licensure, Enforcement and Regulation (CLEAR) or by an equivalent certification program approved by AHCCCS.

SCOPE OF WORK

13.7 SMI Appeals Claim Disputes

The Contractor shall:

- Implement all appeal processes in a manner that offers appellants an opportunity to present an appeal in person at a convenient time and location for the member, and provide the privacy required by law.
- Require all staff facilitating in-person SMI appeal conferences to have training in mediation, conflict resolution or problem solving techniques.

14 CORPORATE COMPLIANCE PROGRAM

14.1 General Requirements

- Refer to Title XIX Contract YH17-0001

14.2 Fraud, Waste and Abuse

- Refer to Title XIX Contract YH17-0001

14.3 Disclosure of Ownership and Control [42 CFR 455.104 (through 106)(SMDL09-001] (Sections 1124(a)(2)(A) and 1903(m)(2)(A)(viii) of the Social Security Act)

- Refer to Title XIX Contract YH17-0001

14.4 Disclosure of Information on Persons Convicted of Crimes [42 CFR 455.101; 106; 436][SMDL09-001]

- Refer to Title XIX Contract YH17-0001

15 FINANCIAL MANAGEMENT

15.1 General Requirements

15.2 Performance Bond

- Refer to Title XIX Contract YH17-0001

15.3 Financial Reports

- Refer to Title XIX Contract YH17-0001 and:

The Contractor shall provide an annual Single Audit Report prepared in accordance with 2 CFR Part 200 Subpart F (whether for profit or non-profit) and an approved cost allocation plan. Notwithstanding the 2 CFR Part 200 Subpart F regulations, the Contractor shall include the SABG and MHBG as major programs for the purpose of this Contract. Additional agreed upon procedures

SCOPE OF WORK

and attestations may be required of the Contractor's auditor as determined by AHCCCS.

15.4 Financial Viability/Performance Standards

- Refer to Title XIX Contract YH17-0001 and:

Total Non-Title XIX/XXI Administrative Expenses divided by total Non-Title XIX/XXI Revenue shall be less than or equal to 8%.

Total Non-Title XIX/XXI Service Expense divided by total Non-Title XIX/XXI Revenue shall be no less than 88.3%.

15.5 Health Insurer Fee

- Exempt

AHCCCS does not reimburse the Contractor for any Health Insurer Fee payments on non-Title XIX revenue.

15.6 Compensation

- Exempt

15.7 Capitation Adjustments

- Exempt

15.8 Payments

- Refer to Contract YH17-0001

15.9 Community Reinvestment

- Refer to Title XIX Contract YH17-0001

15.10 Recoupments

- Refer to Title XIX Contract YH17-0001

15.11 Financial Responsibility for Referrals and Coordination with Acute Health Plans and the Courts

- Refer to Title XIX Contract YH17-0001 and:

15.11.5, Exempt

15.12 Advances, Equity Distributions, Loans, and Investments

- Refer to Title XIX Contract YH17-0001

SCOPE OF WORK

15.13 Member Billing and Liability for Payment

- Exempt

15.14 Medicare Services and Cost Sharing Requirements

For Medicare Part D the Contractor shall utilize state funds to pay or reimburse Medicare Part D cost sharing for dual eligible members or Non-Title XIX/XXI Medicare eligible SMI members in accordance with ACOM Policy 201.

15.15 Capitalization Requirements

- Refer to Title XIX Contract YH17-0001

15.16 Coordination of Benefits and Third Party Liability Requirements

- Refer to Title XIX Contract YH17-0001 and:

Grant funding is the payor of last resort for Title XIX/XXI covered services which have been exhausted and Non-Title XIX/XXI covered services, and for Non-Title XIX members for any services. Refer to AHCCCS Financial Reporting Guide for RBHA Contractors.

15.17 Retroactive Recoveries Involving Commercial Insurance Payor Sources

- Refer to Title XIX Contract YH17-0001

15.18 Post-Payment Recovery Requirements

- Refer to Title XIX Contract YH17-0001

15.19 Total Plan Case Requirements

- Refer to Title XIX Contract YH17-0001

15.20 Other Financial Obligations

- Refer to Title XIX Contract YH17-0001 and:

The Contractor shall reimburse AHCCCS immediately upon demand all funds not expended in accordance with the terms of this Contract as determined by AHCCCS or the Arizona Auditor General.

15.21 Sources of Revenue

- Annually prepare the Non-Title XIX/XXI Allocation Schedule, which is subject to change during the fiscal year, to specify the Non-Title XIX/XXI non-capitated funding sources by program including MHBG and SABG Federal Block Grant funds, State General Fund appropriations, county and other funds, which are used for services not covered by Title XIX/XXI funding and for populations not otherwise covered by Title XIX/XXI funding.

SCOPE OF WORK

- Make payments to Contractor according the Non-Title XIX/XXI Allocation Schedule which includes all administrative costs to the Contractor. Payments shall be made in 12 monthly installments through the Contract year no later than the 10th business day of each month. AHCCCS retains the discretion to make payments using an alternative payment schedule.
- Make payments to Contractor that are conditioned upon the availability of funds authorized, appropriated and allocated to AHCCCS for expenditure in the manner and for the purposes set forth in this Contract.
- Not be responsible for payment to Contractor for any purchases, expenditures or subcontracts made by the Contractor in anticipation of funding.
- The Contractor shall manage available funding in order to continuously provide services throughout the funding period.

15.22 Non-Title XIX/XXI Encounter Valuation for Grant, County, Non-Title XIX and Other Funds:

The Contractor shall

- Submit the volume of Non-Title XIX/XXI encounters so that the valuation level equals 85% of the total service revenue without inclusion of any crisis capacity credit.
- Have the discretion to recoup the difference between a subcontractor's total value of encounters submitted to the Contractor and 85% of the subcontractor's total service revenue contract amount.

AHCCCS shall

- Monitor the value of submitted encounters on a quarterly basis.
- Have the discretion to calculate an encounter valuation penalty if the contractor does not meet the above volume requirement.

15.23 Profit Limit for Non-Title XIX/XXI Funds

AHCCCS shall:

- On a state fiscal year basis, require the Contractor to return all funds not expended on services or administration for Non-Title XIX/XXI state funded eligible persons and shall not allow the Contractor to earn a profit from allocated funds for Supported Housing, Crisis and Non-Title XIX/XXI SMI. There is no maximum loss for Non-Title XIX/XXI funded programs. Service revenue equals 92% of total AHCCCS revenue paid to Contractor in the state fiscal year.

SCOPE OF WORK

- Establish a profit limit on the Contractor's potential profits from the SABG, MHBG, County, and Non-Title XIX/XXI Other funds. The profit limit applies to the profits derived from the funding sources above. AHCCCS reserves the right to require the Contractor to also include related parties profit and losses greater than 4% if they perform any requirement or function of the Contract on the Contractor's behalf.

Calculate the profit limit for the SABG as follows:

- Require the Contractor to calculate profits and losses for the SABG separately from other programs;
- Limit the Contractor's profits for the SABG to 4% of service revenue per state fiscal year;
- Not apply a maximum loss for the SABG, and
- Calculate profits and losses as service revenue less service expense. Service revenue equals 92% of total SABG.

Calculate the profit limit for the MHBG as follows:

- Require the Contractor to calculate profits and losses for the MHBG separately from other programs;
- Limit the Contractor's profits for the MHBG to 4% of service revenue per state fiscal year;
- Not apply a maximum loss for the MHBG; and
- Calculate profits and losses as service revenue less service expense. Service revenue equals 92% of total MHBG.

Calculate the profit limit for the Non-Title XIX/XXI Other and County funding as follows:

- Require the Contractor to calculate profits and losses for the Non-Title XIX/XXI Other and County funding separately from other programs;
- Limit the Contractor's profit for Non-Title XIX/XXI Other and County, if applicable, to 4% percent of service revenue per state fiscal year;
- Not apply a maximum loss for Non-Title XIX/XXI Other and County funding; and
- Calculate profits and losses as service revenue less service expense. Service revenue equals 92% of total Non-Title XIX/XXI Other, and County funding.

SCOPE OF WORK

- Calculate profit limits for other Federal Grant funds, if appropriate, as identified in the AHCCCS allocation schedule and/or letters.
- Require the Contractor to return excess profits to AHCCCS upon final calculation by AHCCCS. If profit is determined to exceed the permissible amount, AHCCCS shall reduce payments to the Contractor.
- Require the Contractor to exclude imposed sanctions or taxes as an expense for the purpose of calculating profit or loss.
- Notify the Contractor of its draft determination of its profit/loss analysis in writing within 60 days after receiving the Final Audited Financial Statements.
- Provide Contractor with 20 days to comment on the determination prior to a final determination of profit issues which shall be 90 days following the receipt of the Final Audited Financial Statement.
- Have the discretion to exclude from the calculation one time funding sources and revenue distributed by AHCCCS within 120 days of the end of a contract year for which Contractor may not have anticipated.

15.24 Mortgages and Financing of Property

AHCCCS shall be under no obligation to assist, facilitate, or help the Contractor secure the mortgage or financing if a Contractor intends to obtain a mortgage or financing for the purchase of real property or construction of buildings on real property.

15.25 Management of Federal Block Grant Funds and other Federal Grants

The Contractor shall be authorized to expend:

- Substance Abuse Block Grant funds (SABG) for planning, implementing, and evaluating activities to prevent and treat substance abuse and related activities addressing HIV and tuberculosis services;
- Mental Health Block Grant funds (MHBG) for services for adults with Serious Mental Illness (SMI) and children with serious emotional disturbance (SED), Evidence Based Practices for First Episode Psychosis; and
- Other federal grant funding as allocated by AHCCCS as directed for purposes set forth in the federal grant requirements.

The Contractor shall:

Manage, record, and report Federal Grant funds in accordance with the practices, procedures, and standards in the State of Arizona Accounting Manual (SAAM), 2 CFR Part 200, and federal grant requirements.

SCOPE OF WORK

Report financial information related to Federal Grants in conformance with the AHCCCS Financial Reporting Guide for RBHA Contractors.

Comply with all terms, conditions, and requirements of the SABG and MHBG Block Grants, including but not limited to:

- Confidentiality of Alcohol and Drug Patient Records (42 CFR Part 2);
- Charitable Choice Provisions; Final Rule (42 CFR Part 54 and 54a);
- Substance Abuse Prevention and Treatment Block Grant; Interim Final Rule (45 CFR 96.45, 96.51, and 96.120-121);
- Health Omnibus Programs Extension Act of 1988, Subtitle E General Provisions, November 4, 1988 (P.L.100-607) (.pdf) (42 U.S.C. 300ee-5);
- Children's Health Act of 2000 (P.L. 106-310), October 17, 2000;
- ADAMHA Reorganization Act of 1992 (P.L. 102-321), July 10, 1992; and
- Public Health Service Act (includes Title V and Title XIX).

Develop and maintain fiscal controls in accordance with authorized activities of the Federal Block Grants and other Federal Grant funds, this Contract, and the ADHS/DBHS Policy 110, Special Populations, or its successor, the MHBG and SABG FAQs on the AHCCCS website, State of Arizona Accounting Manual (SAAM), and 2 CFR Part 200.

Report MHBG and SABG grant funds and services separately and provide information related to block grant expenditures to AHCCCS upon request.

Submit Contractor and provider level expenditure data to AHCCCS consistent with the annual funding levels in the AHCCCS Allocation Schedule for certain allocations of the SABG including substance abuse treatment services, crisis services, primary prevention services, specialty programs and services for pregnant women and women with dependent children and HIV Early Intervention Services and the MHBG including SED and SMI services and Evidenced Based Practices (EBP) for First Episode Psychosis.

Manage the Federal Block Grant funds during each fiscal year to make funds available for obligation and expenditure until the end of the fiscal year for which the funds were paid. When making transfers involving Federal Block Grant funds, the Contractor shall comply with the requirements in accordance with the Federal Block Grant Funds Transfers Cash Management Improvement Act of 1990 and any rules or regulations promulgated by the U.S. Department of the Treasury including, 31 CFR Part 205 and the State of Arizona Accounting Manual (SAAM).

SCOPE OF WORK

Not discriminate against non-governmental organizations on the basis of religion in the distribution of Block Grant funds.

Not expend Federal Block Grant funds for any of the following prohibited activities:

- Inpatient hospital services;
- Acute Care or physical health care services including payment of copays;
- Make cash payments to intended recipients of health services;
- Purchase or improve land; purchase, construct, or permanently improve any building or facility except for minor remodeling with written approval from AHCCCS;
- Purchase major medical equipment;
- To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds;
- Provide financial assistance to any entity other than a public or non-profit private entity;
- Provide individuals with hypodermic needles or syringes for illegal drug use, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS;
- Pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of Level I of the Executive Salary Schedule for the award year; see http://grants.nih.gov/grants/policy/salcap_summary.htm;
- Purchase treatment services in penal or correctional institutions in the State of Arizona;
- Flex funds purchases.

Comply with prevention funds management; and

Comply with all terms, conditions, and requirements for any Federal Grant funding as outlined in AHCCCS allocation schedule and letters.

16 PROVIDER AGREEMENT REIMBURSEMENT

SCOPE OF WORK

16.1 Physician Incentive Requirements

- Refer to Title XIX Contract YH17-0001

16.2 Nursing Facility Reimbursement

- Exempt

17 INFORMATION SYSTEMS AND DATA EXCHANGE REQUIREMENTS

17.1 Overview

- Refer to Title XIX Contract YH17-0001

17.2 Systems Function and Capacity

- Refer to Title XIX Contract YH17-0001

17.3 Management Information System (MIS)

- Refer to Title XIX Contract YH17-0001

17.4 Data and Document Management Requirements

- Refer to Title XIX Contract YH17-0001

17.5 System and Data Integration Requirements

- Refer to Title XIX Contract YH17-0001

17.6 Electronic Transactions

- Refer to Title XIX Contract YH17-0001

17.7 System Upgrade Plan

- Refer to Title XIX Contract YH17-0001

17.8 Participation in Information Systems Work Groups/Committees

- Refer to Title XIX Contract YH17-0001 and:

The Contractor should execute a contract with AzHEC; including support in the execution of the provider participation agreements. The Contractor is responsible for making quarterly payments to AzHEC and providing proof to AHCCCS upon payment. Proof of payment shall be due as specified in Exhibit-9, Deliverables. They should identify Contractor priority order of connectivity for providers and assist AzHEC in determining the schedule of provider connectivity. The Contractor should participate in quarterly HIE meetings with AzHEC and AHCCCS.

Each RBHA has collaboratively participated in a process of selecting the prioritized providers for connectivity during the next two years. Given many providers operate in multiple locations throughout the state and the information they contribute may benefit all contracted RBHAs, the expectation is that the Contractor will each contribute their expected allocation to support project completion.

SCOPE OF WORK

The Contractor is responsible for providing AHCCCS the connectivity progress of the providers on a quarterly basis. Information reported should include the providers connectivity status (planning, underway, operational, etc.), barriers encountered that are delaying connections, and other key indicators of progress for the project overall. Additional information reported should include the providers who have achieved operational status with any HIE status, including but not limited to unidirectional connectivity, bidirectional connectivity, alerts and notifications, portal access, direct secure email, etc. The report should also include a projection of which providers and their respective services are expected to be completed within the next quarter. The report shall be due as specified in Exhibit-9, Deliverables.

The Contractor should provide proposed connectivity schedules and regular updates to providers and facilitate AzHEC education with providers.

17.9 Enrollment and Eligibility Data Exchange

- Refer to Title XIX Contract YH17-0001

17.10 Claims and Encounter Submission and Processing Requirements

- Refer to Title XIX Contract YH17-0001 and:

Submitted encounters for services delivered to Non-Title XIX/XXI enrolled persons must be submitted in the same manner and timeframes as described in the AHCCCS Encounter Manual. Encounter Reporting

- Refer to Title XIX Contract YH17-0001

17.11 Encounter Corrections

- Refer to Title XIX Contract YH17-0001

17.12 AHCCCS Encounter Data Validation Study (EDVS)

- Refer to Title XIX Contract YH17-0001

17.13 Claims Payment System Requirements

- Refer to Title XIX Contract YH17-0001

17.14 General Claims Processing Requirements

- Refer to Title XIX Contract YH17-0001

17.15 Claims System Reporting

- Refer to Title XIX Contract YH17-0001

17.16 Claims Audits

- Refer to Title XIX Contract YH17-0001

17.17 Demographic Data Submission

- Refer to Title XIX Contract YH17-0001

SCOPE OF WORK

17.18 Other Electronic Data Requests

- Refer to Title XIX Contract YH17-0001

18 ADMINISTRATIVE REQUIREMENTS

18.1 General Requirements

- Refer to Title XIX Contract YH17-0001

18.2 Organizational Structure

- Refer to Title XIX Contract YH17-0001

18.3 Peer Involvement and Participation

- Refer to Title XIX Contract YH17-0001

18.4 Key Staff

- Refer to Title XIX Contract YH17-0001

18.5 Organizational Staff

- Refer to Title XIX Contract YH17-0001 and:

The Contractor shall have the following Organizational Staff

Housing Administrator:

- Resides in Arizona within the assigned Geographic Service Area;
- Acts as the interagency liaison with Arizona Department of Housing (ADOH); and
- Manages and oversees housing programs, including grants, special housing planning initiatives, and development and expansion of housing availability for members.

- Other SABG Requirements:

The Contractor must designate:

- A lead substance abuse treatment coordinator who will be responsible for ensuring Contractor compliance with all SABG requirements;
- A women's treatment coordinator;
- An opiate treatment coordinator; and
- An HIV early intervention services coordinator.

SCOPE OF WORK

18.6 Liaisons and Coordinators

- Refer to Title XIX Contract YH17-0001

18.7 Training of Contractor Personnel, Subcontractors and Providers

- Refer to Title XIX Contract YH17-0001

18.8 Training Reporting Requirements

- Refer to Title XIX Contract YH17-0001 and:

The Contractor and their providers must ensure the following within 90 days of the staff person's hire date, as relevant to each staff person's job duties and responsibilities and annually as applicable for training requirements applicable to Community Service Agencies. In addition, training requirements include behavioral health recipient benefit options such as: Medicare Modernization Act (MMA), Department of Economic Security/Rehabilitation Services Administration (DES/RSA), and SABG.

18.9 Medical Records

- Refer to Title XIX Contract YH17-0001

18.10 Consent and Authorization

- Refer to Title XIX Contract YH17-0001

18.11 Advance Directives

- Refer to Title XIX Contract YH17-0001

18.12 Business Continuity and Recovery Plan

- Refer to Title XIX Contract YH17-0001

18.13 Emergency Preparedness

- Refer to Title XIX Contract YH17-0001

18.14 Legislative, Legal and Regulatory Issues

- Refer to Title XIX Contract YH17-0001 and:

The Contractor shall comply with the following:

- ADHS/DBHS Housing Desktop Manual, or its successor
- Application for Housing Development Under the AZ Dept. of Health Services
- ADHS/DBHS T/RBHA Housing Project Proposal Outline Form (page 358), or its successor
- City of Phoenix Central City Addiction Recovery Center (CCARC) Agreement
- ISA ADHS/DBHS ADOH for Housing Technical Assistance
- ISA ADHS/DBHS ADOH for Administration of Housing Funds
- Maricopa County IGA

SCOPE OF WORK

- ISA between ADHS and ADES-RSA
- Substance Abuse Informational Materials
- SABG/MHBG Joint Block Grant Planning Application
- SABG/MHBG Frequently Asked Questions (FAQs)
- SYNAR Report
- ADHS/DBHS Prevention in Arizona: A Strategic Guide, or its successor

18.15 Pending Legislation and Other Issues

- Refer to Title XIX Contract YH17-0001

18.16 Copayments

- Refer to Title XIX Contract YH17-0001 and:

For individuals who are Non-Title XIX/XXI eligible persons who are determined to have a Serious Mental Illness, AHCCCS has established a copayment to be charged to these members for covered services (A.R.S. 36-3409). The Contractor is required to comply with the following:

- Copayment requirements are not applicable to services funded by the Substance Abuse Block Grant (SABG) or Mental Health Block Grant (MHBG).
- Copayments are not assessed for crisis services or collected at the time crisis services are provided.
- Persons determined to have SMI must be informed prior to the provision of services of any fees associated with the services (R9-21-202(A)(8)), and providers must document such notification to the person in his/her comprehensive clinical record.
- Copayments assessed for Non-Title XIX/XXI persons determined to have SMI are intended to be payments by the member for all covered behavioral health services, but copayments are only collected at the time of the psychiatric assessment and psychiatric follow up appointments.
- Copayments are:
 - A fixed dollar amount of \$3;
 - Applied to in network services; and
 - Collected at the time services are rendered.

SCOPE OF WORK

- The Contractor must establish methods to encourage a collaborative approach to resolve non-payment issues, which may include the following:
 - Engage in informal discussions and avoid confrontational situations;
 - Re-screen the person for AHCCCS eligibility; and
 - Present other payment options, such as payment plans or payment deferrals, and discuss additional payment options as requested by the person.
- Individuals receiving services through SABG, MHBG, and discretionary grants are not assessed copays.

18.17 Administrative Performance Standards

- Refer to Title XIX Contract YH17-0001

18.18 SMI Eligibility Determination

- Refer to Title XIX Contract YH17-0001

18.19 Material Change to Business Operations

- Refer to Title XIX Contract YH17-0001

18.20 Integrated Health Care Development Program

- Exempt

18.21 Governance Board

- Refer to Title XIX Contract YH17-0001

18.22 Merger, Acquisition, Reorganization, Joint Venture and Change in Ownership

- Refer to Title XIX Contract YH17-0001

18.23 Separate Incorporation and Prohibition Against Direct Service Delivery

- Refer to Title XIX Contract YH17-0001

19 MONITORING AND OPERATIONAL REVIEWS (OR)

19.1 Reporting Requirements

SCOPE OF WORK

- Refer to Title XIX Contract YH17-0001

19.2 Surveys

- Refer to Title XIX Contract YH17-0001

19.3 Monitoring and Independent Review of the Contractor

- Refer to Title XIX Contract YH17-0001

19.4 Operational Review Reporting Requirements

- Refer to Title XIX Contract YH17-0001

19.5 Sanctions

- Refer to Title XIX Contract YH17-0001

19.6 Records Retention

- Refer to Title XIX Contract YH17-0001

19.7 Requests for Information

- Refer to Title XIX Contract YH17-0001

20 SUBCONTRACTING REQUIREMENTS

20.1 Subcontract Relationships and Delegation

- Refer to Title XIX Contract YH17-0001 and:

Prevention Subcontracts

For prevention service delivery subcontracts, the Contractor shall:

- Require the subcontractor to comply with the Strategic Prevention Framework (SPF) Model.
- Require the subcontractor to specify the work to be performed; type, duration and scope of the prevention strategy to be delivered; and approximate number of participants to be served.
- Require the subcontractor to describe the evaluation methods to monitor performance and with the specific reporting requirements.
- Require the subcontractor to comply with SABG requirements.
- Not incorporate prevention requirements into subcontracts for other covered services.

SCOPE OF WORK

20.2 Hospital Subcontracts and Reimbursement

- Exempt

20.3 Management Services Agreements

- Refer to Title XIX Contract YH17-0001

20.4 Prior Approval

- Refer to Title XIX Contract YH17-0001

20.5 AHCCCS Minimum Subcontract Provisions

- Refer to Title XIX Contract YH17-0001

20.6 Subcontracting Reporting Requirements

- Refer to Title XIX Contract YH17-0001

EXHIBIT-1 DEFINITIONS

Exhibit-1, Definitions

- Refer to Title XIX Contract YH17-00 and:

Mental Health Block Grant (MHBG)	An annual formula grant that provides federal grant funds from The Substance Abuse and Mental Health Services Administration (SAMHSA) created pursuant to Division B, Title XXXII, and Section 3204 of the Children's Health Act of 2000. It supports Non-Title XIX services for children with a serious emotional disturbance (SED), adults determined to have a SMI, and evidence-based practices for first episode psychosis.
Non-Title XIX/XXI Funding	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.
Non-Title XIX/XXI Member or Non-Title XIX/XXI Person	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.
Non-Title XIX/XXI SED Member	A Non-Title XIX/XXI member who has met the criteria to be designated with Serious Emotional Disturbance (SED).
Non-Title XIX/XXI SMI Member	A Non-Title XIX/XXI member who has met the criteria to be designated as Seriously Mentally Ill.
Substance Abuse Block Grant (SABG)	An annual formula grant that provides federal grant funds from The Substance Abuse and Mental Health Services Administration (SAMHSA) that supports primary prevention services and treatment services for persons with substance use disorders. It is used to plan, implement and evaluate activities to prevent and treat substance abuse. Grant funds are also used to provide early intervention services for HIV and tuberculosis disease in high-risk substance abusers.

EXHIBITS

Exhibit-2, Reserved

- Refer to Title XIX Contract YH17-0001

Exhibit-3, Reserved

- Refer to Title XIX Contract YH17-0001

Exhibit-4, Physical Health Care Service Description

- Exempt

Exhibit-5, Reserved

- Refer to Title XIX Contract YH17-0001

Exhibit-6, Adult Service Delivery System-Nine Guiding Principles

- Refer to Title XIX Contract YH17-0001

Exhibit-7 – Reserved

- Refer to Title XIX Contract YH17-0001

Exhibit-8 – Reserved

- Refer to Title XIX Contract YH17-0001

EXHIBIT-9 DELIVERABLES

Exhibit-9, Deliverables

- Refer to Title XIX Contract YH17-0001 and:

All deliverables which are noted to be submitted via **SharePoint** are to be submitted to the **SharePoint Contract Compliance Site** at: <http://bhs-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	Reference/Policy	Send To	Submitted Via
BEHAVIORAL HEALTH GRIEVANCE AND APPEALS	Quarterly	Grievance, Appeal and Provider Claims Dispute Report	30 days after quarter end	Grievance System Requirements	N/A	Office Chief, BH Grievance and Appeals	SharePoint
DHCM FINANCE	Ad Hoc	SABG/MHBG Provider Expenditure Report	Upon Request	Finance	N/A	DHCM Financial Consultant	SharePoint
DHCM FINANCE	Annually	Notification of Unexpended Funds	April 15 th	Financial Reports	N/A	DHCM Financial Consultant	SharePoint
DHCM FINANCE	Quarterly	Proof of AzHEC Quarterly HIE Connectivity payment	10 days after payment	Participation in Information Systems Work Groups/Committees	N/A	DHCM Finance Manager	SharePoint
DHCM FINANCE	Quarterly	Provider HIE Connectivity Quarterly Report	30 days after quarter end	Participation in Information Systems Work Groups/Committees	N/A	DHCM Finance Manager	SharePoint

**EXHIBIT-9
DELIVERABLES**

Area	Timeframe	Report	When Due	Contract Section	Reference/ Policy	Send To	Submitted Via
DHCM OPERATIONS	Ad Hoc	Community Development Corporation or Non-Profit Entity Contract Services Management Plan	Upon Request	Housing	N/A	DHCM Housing Administrator	SharePoint
DHCM OPERATIONS	Ad Hoc	Housing Inventory	Upon request	Housing	N/A	DHCM Housing Administrator	SharePoint
DHCM OPERATIONS	Ad Hoc	Housing Related Support Services Plan	Upon Request	Housing	N/A	DHCM Housing Administrator	SharePoint
DHCM OPERATIONS	Ad Hoc	Initial Housing Plan	60 days prior to Contract start date and upon AHCCCS request	Housing	N/A	DHCM Housing Administrator	SharePoint
DHCM OPERATIONS	Ad Hoc	Internal Property Acquisition Maintenance and Inspection Plan	Upon Request	Housing	N/A	DHCM Housing Administrator	SharePoint
DHCM OPERATIONS	Ad Hoc	Real Property Transaction Notice	Within 15 days Transaction	Housing	N/A	DHCM Housing Administrator	SharePoint

**EXHIBIT-9
DELIVERABLES**

Area	Timeframe	Report	When Due	Contract Section	Reference/ Policy	Send To	Submitted Via
DHCM OPERATIONS	Annually	Comprehensive Regional Prevention Needs Assessment	Six months after award of the Contract	Prevention	N/A	DHCM System of Care/Grants Administrator	SharePoint
DHCM OPERATIONS	Annually	Evaluation Outcomes Report	August 1 st	Prevention	N/A	DHCM System of Care/Grants Administrator	SharePoint
DHCM OPERATIONS	Annually	Housing Spending Plan	No later than 30 days from notification by AHCCCS that State funds have been allocated for housing development	Housing	ACOM Policy 448	DHCM Housing Administrator	SharePoint
DHCM OPERATIONS	Annually	Housing Assessment Needs	April 15 th	Housing	ACOM Policy 448	AHCCCS Housing Administrator	DHCM OPERATIONS
DHCM OPERATIONS	Annually	Prevention Program Description and Prevention Planned Allocation of Funds	May 1 st	Prevention	N/A	DHCM System of Care/Grants Administrator	SharePoint

**EXHIBIT-9
DELIVERABLES**

Area	Timeframe	Report	When Due	Contract Section	Reference/ Policy	Send To	Submitted Via
DHCM OPERATIONS	Annually	SABG/MHBG Block Grant Goal Reporting	November 1 st	System of Care	N/A	DHCM System of Care/Grants Administrator	SharePoint
DHCM OPERATIONS	Quarterly	HIV Activity Report	30 days after end of quarter	Prevention		DHCM System of Care/Grants Administrator	SharePoint
DHCM OPERATIONS	Quarterly	Housing Inventory	15 days after quarter end	Housing	ACOM Policy 448	DHCM Housing Administrator	SharePoint
DHCM OPERATIONS	Quarterly	RBHA Supervisory Care Home Quarterly Census Report	30 days after quarter end	Housing	ACOM Policy 448	DHCM Housing Administrator	SharePoint
DHCM OPERATIONS	Quarterly	SABG Priority Population Wait List Report	30 days after end of quarter	System of Care	N/A	DHCM System of Care/Grants Administrator	SharePoint

EXHIBITS

Exhibit-10, Zip Codes

- Refer to Title XIX Contract YH17-0001

Exhibit-11, Capitation Rates and Contractor Specific Requirements

Capitation Rates: Exempt

Contractor Specific Requirements: Refer to Title XIX Contract YH17-0001

Exhibit-12, Placeholder

- Refer to Title XIX Contract YH17-0001

Exhibit-13, Reserved

- Refer to Title XIX Contract YH17-0001

Exhibit-14, Reserved

- Refer to Title XIX Contract YH17-0001

Exhibit-15, Enrollee Grievance System Standards

- Refer to Title XIX Contract YH17-0001

Exhibit-16, Provider Claim Dispute Standards

- Refer to Title XIX Contract YH17-0001

Endnotes

- Refer to Title XIX Contract YH17-0001