	Request for Demonstration		AHCCCS
	SOLICITATION NO.: YH13-0040	PAGE 1	Arizona Health Care Cost Containment System
	Member and Provider ID and Verification System Services	OF 52	701 East Jefferson, MD 5700 Phoenix, Arizona 85034

Solicitation Contact Person/Procurement Officer:

Meggan Harley, CPPO

AHCCCS Contracts and Procurement Manager
701 E. Jefferson, MD 5700
Phoenix, AZ 85034

Telephone: (602) 417-4538
E-Mail: Meggan.Harley@azahcccs.gov
Issue Date: **Tuesday, January 23, 2013**

LOCATION: ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM ADMINISTRATION (AHCCCS)
Contracts and Purchasing Section (First Floor)
701 E. Jefferson, MD 5700
Phoenix, AZ 85034

DESCRIPTION: MEMBER AND PROVIDER IDENTIFICATION AND VERIFICATION SYSTEM SERVICES

PROPOSAL DUE DATE: Thursday, February 28, 2013 AT 3:00 P.M. ARIZONA TIME

Pre-Proposal Conference: A Pre-Proposal Conference has not been scheduled.

QUESTIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED TO THE SOLICITATION CONTACT PERSON NAMED ABOVE, IN WRITING, VIA E-MAIL BY February 7, 2013, 9:00 A.M. ARIZONA TIME.

In accordance with A.R.S. § 41-2534, which is incorporated herein by reference, competitive sealed proposals will be received at the above specified location, until the time and date cited. Proposals received by the correct time and date will be opened and the name of each Offeror will be publicly read.


Proposals must be in the actual possession of AHCCCS on or prior to the time and date and at the location indicated above.

Late proposals shall not be considered.


Proposals must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All proposals must be typewritten. Additional instructions for preparing a proposal are included in this solicitation document.

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

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

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	Offer and Acceptance		AHCCCS
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OFFER

The undersigned Offeror hereby agrees to provide all services in accordance with the terms and requirements stated herein, including all exhibits, amendments, and final proposal revisions (if any). Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No.:

E-Mail Address: _____

Company Name

Address

City

State

Zip

For clarification of this offer, contact:

Name: _____

Phone: _____

Fax: _____

Signature of Person Authorized to Sign Offer

Printed Name

Title

CERTIFICATION

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization ____ is / ____ is not a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. In accordance with ARS §35-393, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with ARS §35-391, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

ACCEPTANCE OF OFFER (to be completed by AHCCCS)


Your offer, including all exhibits, amendments and final proposal revisions (if any), contained herein, is accepted.

The Contractor is now bound to provide all services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by AHCCCS.

This contract shall henceforth be referred to as Contract No. _____.

Awarded this _____ day of _____ 20__

Michael Veit, as AHCCCS Chief Procurement Officer and not personally

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1. AHCCCS OVERVIEW

AHCCCS is the single state Medicaid agency for the State of Arizona. In that capacity it is responsible for operating the Title XIX and Title XXI programs through the State's 1115 Research and Demonstration Waiver, which was granted by the Centers for Medicare and Medicaid Services (CMS), U.S. Department of Health and Human Services. As of October 1, 2012, AHCCCS provided coverage to approximately 1.3 million members.

AHCCCS contracts with 15 different Managed Care Organizations (MCO's) that are responsible for providing Acute, Long Term Care, and Behavioral Health Services. The program has an appropriated total fund budget for FY 2013 of approximately \$8.4 billion. Over 86.5% of the AHCCCS program's expenditures are through managed care programs. AHCCCS has approximately 58,000 active providers such as individual medical and behavioral health practitioners, therapy disciplines, institutions, durable medical equipment companies and transportation entities.

AHCCCS has an Intergovernmental Agreement with the Arizona Department of Economic Security (ADES) which provides eligibility determination services for roughly 83% of the AHCCCS population. AHCCCS and ADES receive an average of 140,000 applications per month. AHCCCS also administers the Arizona Long Term Care System (ALTCS) eligibility process. Refer to the AHCCCS website for information regarding AHCCCS enrollment statistics, financials and other pertinent information. <http://www.azahcccs.gov/reporting/default.aspx>


2. PROJECT BACKGROUND

The Arizona State Legislature in the 2011 legislative session passed Laws 2011, Chapter 31, Section 25 (Senate Bill 1619) that directed the AHCCCS Administration to issue a request for information (RFI) for mechanisms to reduce erroneous and fraudulent payments in the Arizona Health Care Cost Containment System, which may include mechanisms that verify the identity of individual recipients and that verify the services provided to individual recipients. As a result of the RFI, AHCCCS is seeking Offeror(s) to conduct a demonstration pilot specifically for member and/or provider identification and verification technologies, such as biometric verification, GPS verification of provider services or Card Swipe technologies.

3. PURPOSE

AHCCCS is seeking a one or more demonstration projects for member and/or provider identification and verification technologies that may either:

1. Improve the ability to verify the identity and eligibility status of the member at the time of service; or
2. Improve the ability to verify that, for those services in which a provider has submitted a claim to a health plan, that the provider actually provided the services, and that the

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services were actually provided to an AHCCCS member. On a daily basis, the Offeror solution will need to interact with the internal/external data sources in a real-time environment.

The Offeror solution will include real-time data that will be utilized by both AHCCCS and the participating plan. For example, under a card swipe technology to verify provider claim submittals, data may then be cross referenced with the claims and encounter data to combat fraud waste and abuse by providers and members as well as potentially combat identity theft.

The successful Offeror’s data could potentially help combat several fraud schemes for example:

- Abuse related to drug seekers
- Billing for services not rendered,
- Overbilling/inflated billing,
- Altering claim to obtain a higher payment amount; ;
- Billing “non-covered” services or items as “covered” services

Additionally some Offeror technologies may include “real time” data that might be used prior to the submittal of claims and encounters that flag claims related to services that are vulnerable to fraud. This data may either be used to make real time decisions or maybe used as comparable information once the claim/encounter is submitted to validate claims.


The Offeror must demonstrate how it proposes to set parameters for the program, logistics of implementation (including voluntary provider and member participation), interface with federal requirements, and estimate savings. Offerors will need to fully fund their demonstrations as there is no federal match and no legislative appropriation for this project.

The demonstration project:

- 1 May be undertaken after it has been determined by the Agency that it is innovative and unique and in the best interest of the Agency and State.
- 2 Shall not exceed two (2) years.
- 3 Shall be provided by the Offeror at no cost to the Agency.
- 4 Shall not obligate the Agency and State to purchase or lease services or materials from the Offeror.

4. LEGAL AUTHORITY

This solicitation and any resultant demonstration are being administered pursuant to Title 41 Chapter 23, The Arizona Procurement Code.

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5. CURRENT ENVIRONMENT

5.1 Eligibility Determination

AHCCCS is responsible for determining eligibility for Medicaid and the Children’s Health Insurance Program (CHIP). AHCCCS employees determine eligibility for the Arizona Long Term Care System, SSI MAO, Medicare Savings Programs and KidsCare (CHIP). ADES determines eligibility for Medicaid eligibility groups covering families, pregnant women and children, as well as a waiver group, AHCCCS Care, covering childless adults. The Agency uses a number of external Offerors, as well as in-house products and tools to verify data provided on the applications. The products and services currently in use are outlined in Attachment B.

5.2 Eligibility Verification

At the time service is provided, Medicaid and CHIP providers are able to verify a member’s eligibility status through a number of means that are outlined in Attachment 1.

5.3 Provider/Claim and Encounter Verification


Editing and auditing of submitted encounter data is conducted on a per submission basis to evaluate and monitor the accuracy of the submitted encounters, consistency with AHCCCS policy, appropriateness of payment and adherence to applicable national processing standards. AHCCCS also tracks and trends submitted claims and encounters monthly and quarterly, as well as performs a data validation audit at least annually.

AHCCCS OIG’s investigative analytics team performs data analytics in support of the member and provider investigative units. The analytics team runs ad hoc reports mining both the claims and encounter data to identify patterns that may suggest fraud or abuse. In addition, the OIG also uses contracted vendors that maintain multiple public and private sources of information as well as claims data. The combination of databases retains more than 17 billion records and claims. The contracted vendor then analyzes the data and then uses algorithms to look for known fraud patterns.

5.4 Information Technology

The Agency’s Medicaid Management Information System is a custom built application that runs on an IBM z/OS mainframe that is operated by the Arizona Department of Administration. The application is written in CA/IDEAL and utilizes a CA/Datacom database engine.


The Agency’s eligibility system for CHIP, SSI-MAO (Aged, Blind, and Disabled) and Long Term Care populations is a network based application written in Visual Basic and is supported by an Oracle database engine.

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A batch HIPAA 270/271 transaction is supported to verify eligibility for a Medicaid recipient as well as a web based eligibility verification application.

6. OVERALL REQUIREMENTS OF THE DEMONSTRATION

- 6.1 The Demonstration shall be fully funded by the Offeror. AHCCCS will not reimburse the Offeror for goods or services.
- 6.2 Any biometric components of the Demonstration must adhere to biometric standards such as those developed by the National Institute of Standards and Technology.
- 6.3 AHCCCS will not mandate participation by providers or health plans. The Offeror is responsible for developing a voluntary partnership with a health plan to implement the Demonstration. Participation for the providers is subject to their contractual relationships with the health plans. The Offeror is responsible for recruitment and training of the health plans and providers.
- 6.4 The Demonstration is limited to the Acute Care population and members twenty-one (21) years of age and older except for technologies that may be used to verify home and community based services providers serving the ALTCS Elderly/Physically Disabled population. American Indian recipients and individuals with Serious Mental Illness are excluded from this demonstration.
- 6.5 The Offeror must work with participating health plans regarding the issuance of new Medicaid identification cards if applicable. Any issuance of new cards is the responsibility of the Offeror or participating health plan and must be cost neutral to AHCCCS. AHCCCS must approve the content and design of the new cards.
- 6.6 Initial data capture shall be the responsibility of the Offeror.
- 6.7 Preferred Qualifications are:
 1. Offeror is licensed to do business in the state of Arizona, or will become licensed if selected for this project.
 2. Offeror is not listed as excluded party in the List of Excluded Individuals and Entities, System for Award Management, or the General Services Administration's Excluded Parties List System database.
 3. Offeror holds ISO (International Organization for Standardization) 9001.
 4. Offeror has experience in claims data warehousing, data mining, data analytics, fraud detection and investigation.
 5. Offeror has experience conducting real time analysis and alerts for an organization(s) similar to AHCCCS.


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6. Offeror has past performance in developing and executing fraud, waste, and abuse algorithms that are currently in use to identify aberrancies in Medicaid and/or Medicare healthcare claims.
7. Offeror has prior experience with healthcare organization, Medicare or Medicaid.
8. Offeror has experience building and maintaining data warehouse for U.S. health care public sector.
9. Offeror has past performance with similar projects that adhere to Health Insurance Portability and Accountability Act (HIPAA), National Institute of Standards and Technology (NIST), and/or Federal Information Processing Standards (FIPS).

7. RESPONSE TO THIS REQUEST FOR DEMONSTRATION:


AHCCCS is requesting a comprehensive written response to the following areas:

- 7.1 Describe the Program Design including but not limited to:
 1. Timeframe/detailed work plan for the project
 2. Geographic area
 3. Estimated number of providers and types of providers
 4. Estimated number of members
 5. Method(s) of recruitment of the providers for participation
 6. Method(s) of outreach to health plans, providers and members including draft materials
 7. Training for AHCCCS staff, health plans, and providers taking into consideration staff time constraints
 8. Potential workflow issues for providers and how this will be addressed
- 7.2 Describe the program information system and its components, processes and adherence to national standards and any AHCCCS interface requirements.
- 7.3 Describe baseline and ongoing measurements, tracking and trending reports to include but not limited to:
 1. The method for how success will be measured, including which metrics/outcomes will indicate demonstration success.
 2. Utilization patterns.
 3. Method for data collection.
- 7.4 Describe how you will adhere to Federal and State regulations including those related to interoperability and information security, including all requirements relating to the Health and Insurance Portability and Accountability Act.
- 7.5 Describe how you believe this approach would interface with the Health Insurance Exchange requirements that are required by the Affordable Care Act ("ACA")

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(<http://www.healthcare.gov/law/about/index.html>) effective January 1, 2014 as well as other eligibility requirements.

- 7.6 Describe how the proposed member and/or provider identification and verification technologies have been deployed in similar organizations.
- 7.7 Provide information on what types of savings have been generated, quantified, and verified in association with these efforts. In addition, detail should be provided on the length of time that was required from award of contract to substantiation of real costs savings to the program.
- 7.8 The State may at its option, and depending on funding, decide to solicit this service at any time during the Demonstration Project or at the conclusion of the Demonstration Project. Describe the complete operational and implementation cost details for the solution in the event that the State desires to purchase the solution upon conclusion of the demonstration. Information should be provided on the costs associated with any tool or technology and the operational costs. As noted previously, the Offeror is responsible for all costs for the demonstration, however this information will help the State secure funding for future purchase if desired.
- 7.9 Given the specialty nature of Medicaid and CHIP, AHCCCS is particularly interested in any tools and technologies that have been utilized in other state Medicaid and/or CHIP programs. If that information is provided, contact information for those other states should also be included.
- 7.10 In addition to the written demonstration proposal, and at the option of AHCCCS, Offerors will be contacted to give a ninety (90) minute presentation / demonstration, on their solution to AHCCCS personnel. Offerors must provide their own laptop and wireless connectivity if access to the internet is needed. The optimal resolution display parameter for the projector is 1024 x 768.


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As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.0 **AHCCCS:** The Arizona Health Care Cost Containment System – a managed health care program which pertains to health care services provided pursuant to A.R.S. 36-2903 et seq., and is also the name of the State agency.
- 2.0 **ATTACHMENT:** Any item the Solicitation requires an Offeror to submit as part of the Offer.
- 3.0 **CONTRACT:** The combination of the Solicitation, including the Instructions to Offerors, Contract Terms and Conditions, and Scope of Work; the Offer; any Final Proposal Revisions; any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- 4.0 **CONTRACT AMENDMENT:** A written document signed by the Procurement officer that is issued for the purpose of making changes in the contract.
- 5.0 **CONTRACTOR:** A person who has a contract with AHCCCS.
- 6.0 **DAYS:** Calendar days unless otherwise specified.
- 7.0 **EXHIBIT:** Any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 8.0 **GRATUITY:** A payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 9.0 **HEALTH PLAN:** An organization which contracts with the AHCCCS Administration to administer the provision of a comprehensive package of AHCCCS covered acute and behavioral health care services or, for the ALTCS population, long-term care services to AHCCCS members enrolled with the health plan.
- 10.0 **MAY:** Indicates something that is not mandatory but permissible.
- 11.0 **MATERIALS:** All property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 12.0 **OFFER:** A bid, proposal or quotation.
- 13.0 **OFFEROR:** A vendor who responds to a Solicitation.

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- 14.0 **PROCUREMENT OFFICER:** The person, or his or her designee, duly authorized by the State and AHCCCS to enter into and administer Contracts and made written determinations with respect to the Contract.
- 15.0 **PROGRAM CONTRACTOR:** An organization which contracts with the AHCCCS Administration to execute the provision of a comprehensive package of ALTCS covered acute care, behavioral health services and long term care services to ALTCS members enrolled with the program contractor.
- 16.0 **SHALL, MUST:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 17.0 **SHOULD:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the State may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.
- 18.0 **SCOPE OF WORK:** Those provisions of this solicitation which specify the work and/or results to be achieved by the Contractor.
- 19.0 **SOLICITATION:** An Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
- 20.0 **SOLICITATION AMENDMENT:** A written document that is authorized by the Procurement officer and issued for the purpose of making changes to the Solicitation.
- 21.0 **SUBCONTRACT:** Any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 22.0 **STATE:** The State of Arizona.
- 23.0 **STATE FISCAL YEAR:** The period beginning with July 1 and ending June 30.

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1. **Definitions** – all definitions listed in the definition of terms.

2. **Inquiries:**
 - 2.1 **Duty to Examine:** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.

 - 2.2 **Solicitation Contact Person / Procurement Officer:** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation Contact Person or “Procurement Officer”. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation Contact Person/ Procurement Officer as a contact.

 - 2.3 **Submission of Inquiries:** The Procurement Officer may require that an inquiry, to include exceptions in the Scope of Work, be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.


 - 2.4 **(reserved)**

 - 2.5 **No Right to Rely on Verbal Responses:** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.

 - 2.6 **Solicitation Amendments:** The Solicitation shall only be modified by a Solicitation Amendment.

 - 2.7 **Pre-Offer Conference:** If a Pre-Offer Conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions they may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

 - 2.8 **Persons With Disabilities:** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation Contact

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Person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. **Offer Preparation:**

- 3.1 **Forms: No Facsimile or Telegraphic Offers:** An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the forms. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.


- 3.2 **Typed Offer; Corrections:** The Offer shall be typed. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

- 3.3 **Evidence of Intent to be Bound:** The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, may result in rejection of the Offer.


- 3.4 **Exceptions to the Scope of Work:**
 - 3.4.1 If Offerors take any exception to language in the Scope of Work, such exception shall be submitted to the Procurement Officer by the date and time indicated on the front of the RFP (Notice of Request for Proposal). This will allow the Procurement Officer to review all exceptions and, if applicable, afford any approved exceptions to all other potential Offerors.

 - 3.4.2 If an Offeror includes, in their proposal, exceptions, not covered by paragraph 3.4.1, above, such exceptions shall be null, void and without force and shall not be considered, and may negatively affect AHCCCS' proposal evaluation based on the published evaluation criteria or may result in rejection of the proposal.

 - 3.4.3 To the extent they are inconsistent with the terms of the Solicitation, the Offeror's preprinted or standard terms will not be considered by AHCCCS as a part of any resulting Contract. This includes separate license agreements.

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- 3.5 Subcontracts: Offeror shall clearly list any proposed subcontractors and the subcontractor’s proposed responsibilities in the Offer.
- 3.6 Cost of Offer Preparation: AHCCCS will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.7 Solicitation Amendments: Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment may result in rejection of the Offer.
- 3.8 Federal Excise Tax: The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- 3.9 Provision of Tax Identification Numbers: Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form.
- 3.9.1 Employee Identification: Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared with only appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- 3.10 Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation. When applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
- 3.11 Disclosure: If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is

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

3.12 Solicitation Order of Precedence: In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

3.12.1 Special Terms and Conditions;

3.12.2 Uniform Terms and Conditions;

3.12.3 Statement or Scope of Work;

3.12.4 Specifications;

3.12.5 Attachments;

3.12.6 Exhibits;

3.12.7 Special Instructions to Offerors;


3.12.8 Uniform Instructions to Offerors; and

3.12.9 Other documents referenced or included in the Solicitation.

3.13 Delivery: Unless otherwise stated in the Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination.

3.14 Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The Stat may, at its sole discretion required evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply the adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

3.15 Offshore Performance of Work Prohibited. Any service that are described in the specifications or scope of work that directly serve the State of Arizona or its clients involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or “overhead” services, redundant back-up services or services that

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are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

4. Submission of Offer:

- 4.1 Sealed Envelope or Package: Each Offer shall be submitted to the submittal location identified in this Solicitation. Offerors should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- 4.2 reserved
- 4.3 Offer Amendment or Withdrawal: An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 4.4 reserved
- 4.5 Non-collusion, Employment, and Services: By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - 4.5.1 It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 4.5.2 It does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.

5. Evaluation:

- 5.1 Unit Price Prevails: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.2 Taxes: If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 5.3 (reserved)

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- 5.4 **Late Offers:** An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.5 **Disqualifications:** An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- 5.6 **Offer Acceptance Period:** An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred and twenty (120). If a Final Proposal Revision is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred and twenty (120) days from the Final Proposal Revision due date.
- 5.7 **Waiver and Rejection Rights:** Notwithstanding any other provision of the Solicitation, AHCCCS reserves the right to:
 - 5.7.1 Waive any minor informality;
 - 5.7.2 Reject any and all Offers or portions thereof; or
 - 5.7.3 Cancel a Solicitation.

6. Award:

- 6.1 **Number or Types of Awards:** Where applicable, AHCCCS reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to AHCCCS. If the Procurement officer determines that an aggregate award to one Offeror is not in AHCCCS' best interest, "all or none" Offers shall be rejected.
- 6.2 **Contract Inception:** An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 6.3 **Effective Date:** The effective date of this Contract shall be the date that the Procurement officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.


7. Protests:

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with the AHCCCS Procurement officer and with the State Procurement Administrator. A protest of a solicitation shall be received by the AHCCCS Procurement officer before the offer due date. A protest of a proposed award

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or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:


- 7.1 The name, address and telephone number of the protester;
- 7.2 The signature of the protester or its representative;
- 7.3 Identification of the purchasing agency and the solicitation or contract number;
- 7.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 7.5 The form of relief requested.

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1. **Questions:** All questions concerning this Demonstration, including technical specifications, proposal process, etc. shall be directed to the Procurement Officer identified on the first page of this solicitation document. All questions shall be in writing and submitted via e-mail. Offerors may not contact other AHCCCS employees concerning this solicitation. **Questions should be submitted using the AHCCCS Question and Answer form found on the AHCCCS website: <http://www.azahcccs.gov/commercial/Purchasing/open.aspx>**

2. **Evaluation Criteria:** Evaluation criteria are listed in the relative order of importance. The evaluation will be conducted in accordance with an established evaluation plan. The award(s) will be made to the responsible Offeror whose proposal is determined to be the most advantageous to AHCCCS, based on the following criteria:
 - 2.1 Method of Approach
 - 2.2 Experience and Expertise of the Firm

3. **Proposal Information:** Offeror is to submit their proposal with **one (1) original and three (3) copies (for a total of four (4) sets)** in the format as contained in this RFP as well as **one (1) CD** with the same information. **The original copy of the proposal should be clearly labeled "ORIGINAL."** The material should be in sequence and related to the RFP. AHCCCS will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. The proposal should include at least the following information:
 - 3.1 **Proposed Method of Approach:**
 - 3.1.1 Proposals will be evaluated based on the Offeror's distinctive plan for providing these specialized services. The Offeror shall address the items listed in the Scope of work, specifically the items under section 7, page 8, labeled "Response to this Request for Demonstration".
 - 3.1.2 The Offeror shall utilize a written narrative or any other printed technique to demonstrate the ability to satisfy the Scope of Work. When appropriate, the narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The usage of technical language should be minimized and used only to describe a technical process.

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3.1.3 The response to the method of approach written narrative is limited to **twenty-five (25) pages**.

3.2 Experience and Expertise of the Firm:

3.2.1 The Offeror’s experience and past performance will be evaluated on the extent of its success in managing and integrating work relevant to that defined in the Scope of Work. Therefore, the Offeror is advised to submit any and all information which documents successful and reliable experience in past performances as related to this RFP.

3.2.2 References: References should be verifiable and be able to comment on the Offeror's related experience. The Offeror should submit, at a minimum, three (3) professional services references (outside of AHCCCS) which would demonstrate the Offeror possesses an understanding and the experience in providing the required service. As these references may be checked, ensure all information is current, accurate and prior permission to use is obtained from each reference. This information may be shown on the form attached as Exhibit A to this RFP or in a similar manner.

4. **Additional Information:** The Offeror may submit any other pertinent information which would substantiate the Offeror has the experience, expertise and capability to provide the required services.


5. **Intent to Provide Certificate of Insurance:** The Offeror should provide a statement that, if notified of contract award, will submit to AHCCCS for review and acceptance, the applicable certificate/s of insurance as required within this RFP document, within five (5) business days of such notification.

6. **Offeror's Checklist:** The Offeror should complete Exhibit B, “Offeror's Checklist.”


7. **Offeror's Responsibility:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that the State of Arizona is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

8. **Additional Instructions for Submittal of Proposal:**

8.1 It is the responsibility of each Offeror to ensure their proposal is delivered to AHCCCS by the due date and time. Allow for such contingencies as heavy traffic, weather, directions to submittal location, parking, common carriers not delivering as requested, etc. AHCCCS shall not accept late proposals past the due date and time.


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- 8.2 AHCCCS is not responsible for supplying boxes, envelopes, tape, etc. to Offerors at time of proposal delivery.
- 8.3 When submitting your proposal to AHCCCS, ensure your company name and the Request for Proposal solicitation number is clearly marked on the outside of the envelope/package.
9. **Proposal Opening:** Proposals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the state agency issuing the solicitation.
10. **Electronic Documents:** AHCCCS may provide an electronic version of this procurement document. Any unidentified alteration or modification to the original document (or to any Exhibit contained therein) issued by AHCCCS shall be null and void. In those instances where modifications are identified, the original document issued by the State shall take precedence.
11. **Clarifications:** Clarifications may be requested from Offerors at any time after receipt of offers. Clarifications may be requested orally or in writing. If clarifications are requested orally, the Offeror shall confirm the request in writing. A request for clarifications shall not be considered a determination that the Offeror is susceptible for award.
12. **Discussions:** In accordance with A.R.S. §41-2534, after the initial receipt of proposals, discussions are currently planned to be conducted with Offeror(s) who submit proposals determined to be reasonably susceptible of being selected for award. The discussions may include demonstrations (oral presentations). Award may be made without discussions; therefore, offers should be submitted complete and on most favorable terms.
13. **Final Proposal Revisions:** If discussions are conducted, they shall be conducted with all Offerors determined to be in the competitive range or reasonably susceptible for award. Written final proposal revisions will be requested from any Offeror with whom discussions have been conducted, unless the Offeror has been determined not susceptible for award or non-responsible.
14. **Request for Confidential / Proprietary Determination:**
- 14.1 If an Offeror believes that a specific portion of its bid, proposal, offer, specification, or protest contains information that should be withheld from public inspection due to confidentiality, the Offeror shall submit to the Procurement officer a detailed legal analysis, prepared by legal counsel, which sets forth the bases for the requested non-disclosure and the specific harm or prejudice which may arise if disclosed. The analysis

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shall be presented to the Procurement Officer at the same time as the bid, proposal, offer, specification or protest.

- 14.2 An entire bid, proposal, offer, specification, or protest shall **not** be identified as confidential; only those very limited and distinct portions which are considered by the Offeror as confidential may be identified as such. Pricing shall not be considered as confidential.
- 14.3 In the event that AHCCCS receives a request for disclosure of the information, AHCCCS shall disclose the information in accordance with law. Prior to disclosure, AHCCCS will inform the Offeror of such request and provide the Offeror a period of time to take action it deems appropriate to support non-disclosure. The Offeror shall be responsible for any and all costs associated with the nondisclosure of the information.

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1. **DEFINITIONS** - All definitions listed in the definition of terms.

2. **Contract Interpretation**

2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 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.

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


- 2.3.1 Special Terms and Conditions;
- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Statement or Scope of Work;
- 2.3.4 Specifications;
- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.

2.4 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.

2.5 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.


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

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


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3. Contract Administration and Operation

- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other “records” relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any subcontractor’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor’s processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract.
- The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor’s facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

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- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9 Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, 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.
- 3.11 Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 3.12 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to

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secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.


4. (Reserved)

5. Contract Changes

- 5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2 Indemnification.
- 6.2.1 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

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result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2 Public Agency Language Only 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."

6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.


6.4 Force Majeure.

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

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

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6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

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

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

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

7. Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:


7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

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7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

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

7.6 Survival of Rights and Obligations after Contract Expiration or Termination.

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


7.6.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

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

8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically

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identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

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


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

8.5 reserved

9. Contract Termination


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

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

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or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 Termination for Default.
- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

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9.6 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, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

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

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1. **Assignment of Contract and Bankruptcy:** This contract is voidable and subject to immediate cancellation by the Procurement officer upon Contractor becoming insolvent or filing proceedings in bankruptcy or assigning rights or obligations under this contract without the prior written consent of the Procurement officer.

2. **Authority to Contract:** This contract is issued under the authority of the Procurement 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.

3. **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.


4. **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.

5. **Contract Cancellation (Immediate):** This contract is critical to AHCCCS and the agency reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any material obligation, term or condition of the contract. The Procurement officer shall issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act in any of the following:
 - 5.1 The contractor provides material that does not meet the specifications of the contract;
 - 5.2 The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - 5.3 The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
 - 5.4 The contractor fails to make progress in the performance of the contract and/or gives the Procurement officer reason to believe that the contractor will not or cannot perform to the requirements of the contract.
 - 5.5 The Procurement officer may resort to any single or combination of the following remedies:
 - 5.5.1 Cancel any contract;
 - 5.5.2 Reserve all rights or claims to damage for breach of any covenants of the contract;

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- 5.5.3 Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor.
- 5.5.4 In case of default, the Procurement officer reserves the right to purchase materials or to complete the required work in accordance with the Arizona Procurement Code. The Procurement officer may recover reasonable excess costs from the contractor by:
 - 5.5.4.1 Deduction from an unpaid balance;
 - 5.5.4.2 Collection against the bid and/or performance bond; or
 - 5.5.4.3 Any combinations of the above or any other remedies as provided by law.

- 6. Contract Cancellation (Minimum 10 Day):** The Procurement officer reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract. The Procurement officer shall issue written notice to the contractor for acting or failing to act as in any of the following
- 6.1 The contractor provides material that does not meet the specifications of the contract;
 - 6.2 The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - 6.3 The contractor fails to complete the work required or furnish the materials required within the time stipulated by the contract;
 - 6.4 The contractor fails to make progress in the performance of the contract and/or gives the Procurement officer reason to believe that the contractor will not or cannot perform to the requirements of the contract;
 - 6.5 Upon receipt of the written notice of concern, the contractor shall have a minimum of ten (10) days (Procurement officer may determine a longer period) to provide a satisfactory response to the Procurement officer. Failure on the part of the contractor to adequately address all issues of concern may result in the Procurement officer resorting to any single or combinations of the following remedies.
 - 6.5.1 Cancel any contract;
 - 6.5.2 Reserve all rights or claims to damage for breach of any covenant of the contract;
 - 6.5.3 Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material no-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor;
 - 6.5.4 In case of default, the Procurement officer reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The Procurement officer may recover reasonable excess costs from the contractor by;
 - 6.5.4.1 Deduction from an unpaid balance;
 - 6.5.4.2 Collection against the bid and/or performance bond; or
 - 6.5.4.3 Any combination of the above or any other remedies as provided by law.

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7. **Contract Disputes:** Contract disputes arising under A.R.S. § Title 36, Chapter 29 shall be adjudicated in accordance with AHCCCS Rules.


8. **Cooperation with other Contractors:** AHCCCS may award other contracts for additional or related work and the Contractor shall fully cooperate with such other contractors and AHCCCS employees or designated agents, and carefully fit its own work to such other contractors' work. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by AHCCCS employees. AHCCCS shall equitably enforce this section to all contractors to prevent the imposition of unreasonable burdens on any contractor.

9. **Confidentiality of Records:** 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 it, its agents, officers or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to AHCCCS. 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.


10. **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, the Procurement officer shall have the right to annul this contract without liability.

11. **Contract:**
 - 11.1 The contract between AHCCCS and the Contractor shall consist of (1) the Solicitation Document, and (2) the proposal submitted by the Contractor in response to the solicitation including any Best and Final Offers. In the event of a conflict in language between these two, the AHCCCS solicitation document shall govern.
 - 11.2 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.

12. **Disclosure of Confidential Information:** The Contractor shall not, without prior written approval from the Procurement officer, 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.

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- 13. Effective Date:** The effective date of this contract shall be the date that the Procurement officer signs the Offer and Award page of this document unless otherwise stated in this Contract.
- 14. Employees of the Contractor:** All employees of the Contractor employed or in performance of work under this Contract shall be employees of the Contractor at all times and not of AHCCCS. The Contractor shall comply with the Social Security Act, Workers' Compensation laws and unemployment laws of the State of Arizona as well as federal, state and local legislation relevant to the Contractor's business.
- 15. Fraud and Abuse:**
- 15.1 It shall be the responsibility of the Contractor to report all cases of suspected fraud and abuse by subcontractors, members or employees. The Contractor shall provide written notification of all such incidents to the Procurement officer.
- 15.2 As stated in A.R.S. § 13-2310, incorporated herein by reference, any person who knowingly obtains any benefit by means of false or fraudulent pretenses, representations, promises or material omissions is guilty of a class 2 felony.
- 15.3 Contractors are required to research potential overpayments identified by a fraud and abuse investigation or audit conducted by AHCCCS. After conducting a cost benefit analysis to determine if such action is warranted, the Contractor should attempt to recover any overpayments identified due to erroneous, false or fraudulent billings.
- 16. Incorporation by Reference:** This solicitation and all attachments and amendments, the Contractor's proposal, final proposal revision accepted by the Procurement officer, and any approved subcontracts are hereby incorporated by reference into the contract.
- 17. Independent Contractor:** The contractor represents himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Arizona and/or AHCCCS. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, etc.
- 18. Licenses:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.
- 19. 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.

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

20. No Guaranteed Quantities: AHCCCS does not guarantee the Contractor any minimum or maximum quantity of services or goods to be provided under this contract.


21. Non-exclusive Contract: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of AHCCCS. The state reserves the right to obtain like goods or services from another source when necessary.

22. Ownership of Information and Data:


22.1 Any data or information system, including all software, documentation and manuals, developed by Contractor pursuant to this contract, shall be deemed to be owned by AHCCCS. The federal government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, such data or information system, software, documentation and manuals. Proprietary software which is provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership or licensing provisions of this section.

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

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

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- 23. Responsibility for Payments Indemnification:** The contractor shall be responsible for issuing payment for services performed by the contractor's employees and will indemnify and save AHCCCS harmless for all claims whatsoever growing out of the lawful demands of employees, subcontractors, suppliers or any other third party incurred in the furtherance of the performance of the contract. The contractor shall, at AHCCCS' request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
- 24. Term of Contract and Option to Renew:**
- 24.1 The term of this demonstration project shall be for a period of two (2) years, with no opportunity for extension.
- 25. 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, the Procurement officer 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.

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INDEMNIFICATION AND INSURANCE TERMS – Professional Service Contracts

1.0 INDEMNIFICATION CLAUSE:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.


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

2.0 INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his 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 might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

2.1 **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

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A. Commercial General Liability – Occurrence Form

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

- General Aggregate \$ 2,000,000
- Products – Completed Operations Aggregate \$ 1,000,000
- Personal and Advertising Injury \$ 1,000,000
- Blanket Contractual Liability – Written and Oral \$ 1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$ 1,000,000

- a. The policy shall be endorsed to include the following additional insured language:
“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named 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 against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

B. 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. The policy shall be endorsed to include the following additional insured language:
“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named 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 or borrowed by the Contractor”.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

C. Worker's Compensation and Employers' Liability

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

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Disease – Policy Limit \$ 1,000,000


- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its 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: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

D. 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 that 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 lack of ordinary skill for those positions defined in the Scope of Work of this contract.

- 3.0 **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- 4.0 **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to AHCCCS and shall be sent by certified mail, return receipt requested.

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- 5.0 **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with 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.
- 6.0 **VERIFICATION OF COVERAGE:**
- 6.1 Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- 6.2 All certificates and endorsements 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 and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 6.3 All certificates required by this Contract shall be sent directly to the AHCCCS Procurement Officer. The AHCCCS 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. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**
- 7.0 **SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona/AHCCCS separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 8.0 **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the AHCCCS in consultation with the ADOA. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 9.0 **EXCEPTIONS:** In the event the Contractor or sub-contractor(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 sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

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

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

1. Definitions. Capitalized terms not otherwise defined in the Contract shall have the meanings given to them in Title 45, Parts 160 and 164 of the CFR and are incorporated herein by reference.
2. Use and Disclosure of Protected Health Information. Business Associate shall use and/or disclose Protected Health Information ("PHI") only to the extent necessary to satisfy Business Associate's obligations under the Contract.
3. Prohibition on Unauthorized Use or Disclosure of PHI. Business Associate shall not use or disclose any PHI received from or on behalf of AHCCCS, except as permitted or required by the Contract, as required by law or as otherwise authorized in writing by AHCCCS. Business Associate shall comply with:
 - (a) Title 45, Part 164 of the CFR;
 - (b) State laws, rules and regulations applicable to PHI not preempted pursuant to Title 45, Part 160, Subpart B of the CFR or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and
 - (c) AHCCCS's health information privacy and security policies and procedures.
4. Business Associate's Operations. Business Associate may use PHI it creates or receives for or from AHCCCS only to the extent necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may disclose such PHI as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities only if:
 - (a) The disclosure is required by law; or
 - (b) Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:
 - (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and

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- (ii) Notify Business Associate (who shall in turn promptly notify AHCCCS) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
5. Data Aggregation Services. Business Associate may use PHI to provide Data Aggregation Services related to AHCCCS's Health Care Operations.
 6. PHI Safeguards. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of AHCCCS.
 7. Electronic Health Information Security and Integrity. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320d-2(d) of the United States Code and Title 45, Part 142 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on behalf of AHCCCS pertaining to an individual. Business Associate shall document and keep these security measures current.
 8. Protection of Exchanged Information in Electronic Transactions. If Business Associate conducts any Standard Transaction for or on behalf of AHCCCS, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the CFR. Business Associate shall not enter into or permit its subcontractors or agents to enter into any Trading Partner Contract in connection with the conduct of Standard Transactions for or on behalf of AHCCCS that:
 - (a) changes the definition, Health Information condition or use of a Health Information element or segment in a Standard;
 - (b) adds any Health Information elements or segments to the maximum defined Health Information set;
 - (c) uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or
 - (d) changes the meaning or intent of the Standard's Implementation Specification(s).
 9. Subcontractors and Agents. Business Associate shall require each of its subcontractors or agents to whom Business Associate may provide PHI received from, or created or received by Business Associate on behalf of AHCCCS to agree to written contractual provisions that impose at least the same obligations to protect such PHI as are imposed on Business Associate by the Contract.
 10. Access to PHI. Business Associate shall provide access, at the request of AHCCCS, to PHI in a Designated Record Set, to AHCCCS or, as directed by AHCCCS, to an individual to meet the requirements under Title 45, Part 164, Subpart E, Section 164.524 of the CFR and applicable state

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law. Business Associate shall provide access in the time and manner set forth in AHCCCS's health information privacy and security policies and procedures.


11. Amending PHI. Business Associate shall make any amendment(s) to PHI in a Designated Record Set that AHCCCS directs or agrees to pursuant to Title 45, Part 164, Subpart E, Section 164.526 of the CFR at the request of AHCCCS or an Individual, and in the time and manner set forth in AHCCCS's health information privacy and security policies and procedures.

12. Accounting of Disclosures of PHI.
 - (a) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for AHCCCS to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.

 - (b) Business Associate agrees to provide AHCCCS or an individual, in the time and manner set forth in AHCCCS's health information privacy and security policies and procedures, information collected in accordance with Section 11(a) above, to permit AHCCCS to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.

13. Access to Books and Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of AHCCCS available to AHCCCS and to DHHS or its designee for the purpose of determining AHCCCS's compliance with the Privacy Rule.

14. Reporting. Business Associate shall report to AHCCCS any use or disclosure of PHI not authorized by the Contract, by law, or in writing by AHCCCS. Business Associate shall make the report to AHCCCS's Privacy Official not less than 24 hours after Business Associate learns of such unauthorized use or disclosure. Business Associate's report shall at least:
 - (a) Identify the nature of the unauthorized use or disclosure;
 - (b) Identify the PHI used or disclosed;
 - (c) Identify who made the unauthorized use or received the unauthorized disclosure;
 - (d) Identify what Business Associate has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure;
 - (e) Identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and
 - (f) Provide such other information, including a written report, as reasonably requested by AHCCCS's Privacy Official.


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15. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Contract.

16. Termination for Cause. Upon AHCCCS's knowledge of a material breach by Business Associate of the terms of this Addendum, AHCCCS shall:
 - (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate if Business Associate does not cure the breach or end the violation within the time specified by AHCCCS.
 - (b) Immediately terminate the Contract if Business Associate has breached a material term of the Contract and cure is not possible.
 - (c) If neither termination nor cure is feasible, AHCCCS shall report the violation to DHHS.


17. Return or Destruction of Health Information.
 - (a) Except as provided in Section 17(b) below, upon termination, cancellation, expiration or other conclusion of the Contract, Business Associate shall return to AHCCCS or destroy all PHI received from AHCCCS, or created or received by Business Associate on behalf of AHCCCS. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (b) In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to AHCCCS notification of the conditions that make return or destruction not feasible. Upon verification by AHCCCS that the return or destruction of PHI is not feasible, Business Associate shall extend the protections of the Contract to such PHI and limit further uses and disclosure of PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such PHI.

18. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, the Contract shall automatically amend such that the obligations imposed on Business Associate as a Business Associate remain in compliance with such regulations.

	Exhibit A: Firms References		AHCCCS
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References should be verifiable and should be able to comment on the firm's related experience. The Offeror should submit a minimum of three (3) similar size and scope professional references (outside of AHCCCS) for organizations your company has provided services. Each reference should provide at least the following information:

- 1.1 Name, address and telephone number and email address of Contracting Agency or Company;
- 1.2 Contact Person who may be contacted for verification of all information submitted;
- 1.3 Location of Services;
- 1.4 Name of all key personnel and sub-contractors used;
- 1.5 Start and completion date of work performed, and
- 1.6 Detailed written narrative of the specific services performed.

	Exhibit B: Offeror's Checklist		AHCCCS
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Note to Prospective Offerors: This Exhibit has been added to this RFP as a convenience to Offerors. It is believed to be a complete listing of all submission requirements pursuant to this RFP. However, if a requirement is stated anywhere in the RFP text, yet does not appear in the Offeror's Checklist, the text statement takes precedence over the omission of that requirement in the Offeror's Checklist. **Place a check mark to the left and provide the page number where this item is located within your proposal, in the right hand column. All items must be included.**

Requirement #	Description	RFP Page Reference	Offeror's Page #
1	Offeror's checklist completed (i.e., page numbers entered in the right-hand column of this table.)	This Page	
2	Copies of proposal submitted as one (1) marked "Original" and three (3) copies (TOTAL OF 4 SETS) plus one (1) CD	Page 19	
3	Offer and Acceptance page completed	Page 3	
4	Signed Cover Sheets of Solicitation Amendments, if any		
5	Method of Approach (max 25 pages)	Page 19	
6	Detailed narrative summarizing the firm's experience	Page 20	
7	Minimum of three (3) references for the firm	Exhibit A	
8	Offeror's Intent to Provide Certificates of Insurance	Page 20	

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AHCCCS: Fraud Prevention Technology

The following is a comprehensive list of vendors, technology and systems currently used by AHCCCS:

Wire Third Party Query (WTPY)

WTPY is a Social Security Administration automated system that is used to verify a person’s Social Security Number, Social Security benefits, Supplemental Security Income and Medicare benefits. AHCCCS utilizes this system to verify identifying information for individuals and identify social security and Medicare receipts at the beginning of the eligibility determination for every applicant and household member.

Work Number

The Work Number product provides payroll services to over 1000 private businesses and government agencies nationwide. Eligibility staff is able to request information from this system in order to verify both employment and income information from the Work Number System relative to applicants to the Medicaid system. This information is requested for every applicant and household member over the age of sixteen.

Systemic Alien Verification for Entitlements (SAVE)

The SAVE Program is a web-based system that queries the federal immigration database and provides a mechanism for the State to verify an applicant or recipient’s immigration status. This system also allows the Agency to submit information to the federal government when it is determined that additional investigation is necessary. Queries are conducted for every non-citizen applicant to the Medicaid system.

LexisNexis


LexisNexis Accurant for Government Services allows a governmental agency to conduct one search through multiple public records for individual applicants. Using this technology, users may access tax and property records, deed transfers and mortgage filings, together with registration information for motor vehicles, aircraft and boats. This software may also be used to search for individual and business locator information including driver licenses, white pages, census records and voter information. This technology is used primarily to track property records in other states for ALTCs applicants and members and community spouses.

Public Assistance Reporting Information System (PARIS)

PARIS is an information exchange system designed by the Administration for Children and Families to provide participating public assistance agencies with data from other states and information from the Veterans Administration, the Department of Defense and the Office of Personnel Management. AHCCCS runs a quarterly match with this system for every member in order to validate reported income and identify unreported income from the Veterans Administration, federal government or military. In addition, this system is used to identify individuals who are receiving public assistance in more than one state.

General Unemployment Insurance Development Effort (GUIDE)

This DES software system automates the processing of unemployment insurance claims and benefit payments. AHCCCS has online access to this system and utilizes the software to verify receipt of unemployment insurance and obtain information about recent employment. This system contains data that individual employers report to the Unemployment Insurance system and contains information on wages earned in a prior quarter. Eligibility staff run a check of this system for every applicant and household member of working age or older at the beginning of the eligibility determination.

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New Hire Report

All employers are required to report new employees, re-hires, and temporary employees to a central reporting center. This information is sent to AHCCCS daily and is compared with our member database. Matches are reported to eligibility staff who investigate the discrepancy.

AZTECS Child Support Payment History (CHSP) Screen

This screen provides information on support payments issued through the Division of Child Support Enforcement (DCSE). Eligibility staff can run a check of this system for every child known to AZTECS when there is an absent parent.

Arizona Department of Health Services (ADHS), Office of Vital Records Death Records Match

AHCCCS and ADHS conduct a monthly and an annual match between the PMMIS Recipient Subsystem and the ADHS Vital Records file of deaths. AHCCCS uses this file as the only official record of death, although we will accept dates of death from other sources as long as they do not conflict with the Vital Records information. Monthly ADHS sends a file of new and changed death records. Annually ADHS sends a reconciliation file of all death records for the previous year.

Arizona Department of Health Services (ADHS), Office of Vital Records Birth Records file

Each month ADHS sends AHCCCS a full file of Arizona births. AHCCCS stores this information on a secure website so that AHCCCS and Department of Economic Security (DES) eligibility staff can verify Arizona births.

Eligibility Verification Services

AHCCCS provides several methods for the Providers to verify a member's eligibility at the time of service. Options for this service include Subscription services provided by third party vendors, Interactive Voice Response with fax back, call center services and web based verification for registered providers ([AHCCCS On-Line](#)).

EDIWatch Intelligent Investigator

EDIWatch Intelligent Investigator and Trail Tracker are software programs that assist in the detection and prevention of fraud, waste and mismanagement. Using this technology, investigators are automatically directed to unusual patterns of claims billing activity and billing anomalies that indicate possible fraudulent actions, and can cross-reference data among providers, members, facilities, and pharmacies. Automated fraud rules, drill-down, peer-to-peer comparison, utilization rankings, static and dynamic reporting are some the system capabilities. This technology also allows the investigator to build and document the entire case history in one location. The case history is electronically accessible to multi-levels of oversight.


CLEAR, (Thomson Reuters) For Law Enforcement and Government

CLEAR is an investigative platform designed to gather information about individuals and companies from public and proprietary records and helps find individuals and their connections. It includes comprehensive cell phone and utilities data. The search can be started with any information that is available, such as a name or SSN – even with partial information. The CLEAR investigative platform:

- Locates people, assets, businesses, affiliations and other crucial facts
- Makes connections among individuals, incidents, activities, and locations
- Visualizes, detects, and analyzes patterns and trends in offenses and offenders

The Agency uses CLEAR's live gateways to facilitate real-time information including:

- Phone data – comprehensive cell phone, VoIP (Voice over Internet protocol), landline, and pager coverage of all 50 U.S. states, Puerto Rico, various territories, and Canada
- Reverse lookup
- Caller ID names
- Carrier contact information for subpoena purposes

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- Ported flags, for a previous cell phone company
- Consumer and credit bureau data – multiple independent sources
- Motor vehicle registration data – live access to 44 states

The “My Workspace” component assists the investigators with:

- Saving search results (automatically for seven days and longer if you choose)
- Visualizing data connections with link charts and Google™ Maps
- Dragging data directly to i2 Analyst's Notebook for additional visualization
- Customizing a report for presentation
- Printing or emailing complete or sections of reports to share information with coworkers, supervisors, and other agencies

AHCCCS uses The CLEAR “premium” Web Analytics and Batch capabilities as follows:

- **Web Analytics** applies to person, business, and phone searches, and gives the investigator the ability to search by screen names and email addresses to quickly find, categorize and organize text and images from numerous sources, including:
 - Social networks
 - Blogs and chat rooms
 - Business and corporate data including business network sites
 - Hundreds of U.S. and international newspapers, magazines, and newswires
 - Official watch lists for sex offenders, felons, terrorists and other individuals and organizations.
- **CLEAR Batch** assists the investigators with:
 - Batching of large volumes of data for person (current address location) and phone batching to find persons of interest, witnesses, or due diligence
 - Obtaining data such as deceased indicators, utility records, and driver license records for eligibility, warrants, or to enhance internal data records.

Arizona Criminal Justice Information System (ACJIS)

The Agency uses ACJIS limited to Law Enforcement/Criminal Justices organizations to identify individuals with criminal histories, open warrants and criminal convictions. Accesses the National Criminal Information Network maintained by the Federal Bureau of Investigation.

Experian


Credit report information

Arizona Department of Motor Vehicles (MVD)

Obtain motor vehicle registration and driver’s license information.

Arizona Department of Motor Vehicles (MVD)

AHCCCS has developed a match with MVD that enables AHCCCS registered providers to view a digital photograph of matched members via the AHCCCS On Line System for verification of eligibility.

	End of Solicitation		AHCCCS
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