



# Notice of Request for Proposal

CONTRACT YH19-0025

**ELECTRONIC VISIT VERIFICATION**

**Procurement Officer:**

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Issue Date: September 28, 2018

**LOCATION:**        **ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM ADMINISTRATION (AHCCCS)**  
Procurement Office (First Floor)  
701 E. Jefferson, MD 5700  
Phoenix, AZ 85034

DESCRIPTION:

## Electronic Visit Verification System

PROPOSAL DUE DATE:

**November 23, 2018**

AT 3:00 P.M.  
ARIZONA TIME

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

QUESTIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED TO THE PROCUREMENT OFFICER NAMED ABOVE, IN WRITING, VIA E-MAIL BY October 12, 2018 **5:00 PM** ARIZONA TIME ON THE QUESTIONS AND ANSWERS FORM PROVIDED WITH THIS RFP. ANSWERS TO ALL QUESTIONS WILL BE POSTED IN THE AHCCCS WEBSITE IN THE FORM OF A SOLICITATION AMENDMENT FOR THE BENEFIT OF ALL POTENTIAL OFFERORS.

In accordance with A.R.S. § 36-2906, which is incorporated herein by reference, competitive sealed proposals will be received 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 shall 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 shall 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 shall 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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<https://www.azahcccs.gov/Resources/OversightOfHealthPlans/SolicitationsAndContracts/open.html>

EXHIBIT A – MITA Checklists

# OFFER AND ACCEPTANCE

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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 certifies Small Business Status.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Name:

Federal Employer Identification No.:

Title:

E-Mail Address:

Phone:

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip

Title

### CERTIFICATION

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror \_\_\_\_\_ is / \_\_\_\_\_ is **not** a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. The Offeror is in compliance with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
6. The Offeror certifies that it is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

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

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

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

This contract shall henceforth be referred to as

Contract No. \_\_\_\_\_.

CONTRACT SERVICE START DATE: \_\_\_\_\_.

AWARD DATE: \_\_\_\_\_.

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

# SCOPE OF WORK

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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 & Medicaid Services (CMS), U.S. Department of Health and Human Services. As of May 1, 2018, AHCCCS provides coverage to approximately 1.85 million members in Arizona. Arizona's Medicaid program has been delivered primarily as a managed care program with a relatively small residual, fee-for-service (FFS) component. Additional information may be found on the AHCCCS website reporting page: <https://azahcccs.gov/Resources/Reports/population.html>.

Over 85% of the AHCCCS program's expenditures in SFY 2017 were through managed care programs. AHCCCS contracts with Managed Care Organizations (MCOs) that are responsible for providing Acute, Long Term Care, and Behavioral Health Services. A list of contracted plans can be found here: <https://azweb.statemedicaid.us/HealthPlanLinksNet/HPLinks.aspx>.

The program has a total fund budget for SFY 2019 of approximately \$14.1 billion. Additional financial information can be found here: <https://azahcccs.gov/Resources/Reports/index.html>. AHCCCS has over 70,000 active providers in Arizona, such as individual medical and behavioral health practitioners, home health providers, waiver service providers, durable medical equipment companies and transportation entities.

Beginning October 1, 2018, AHCCCS will implement AHCCCS Complete Care (ACC). Members will receive both their physical and behavioral health services through a single integrated ACC health plan. Additional information may be found at: <https://azahcccs.gov/AHCCCS/Initiatives/AHCCCSCompleteCare/>.

American Indians and Alaska Natives (AI/AN) enrolled in AHCCCS or Children's Health Insurance Program (KidsCare) may choose to receive their coverage through the AHCCCS American Indian Health Program (AIHP) or one of the AHCCCS-contracted managed care health plans. AHCCCS AIHP provides medically necessary services for enrolled members. The program also provides coverage for preventive and behavioral health care services. AIHP members may receive health care services from Indian Health Facilities (the Indian Health Service, tribally-operated "638" health programs, urban Indian health clinics) and other AHCCCS-registered doctors. Additional information can be found here: <https://www.azahcccs.gov/AmericanIndians/AIHP/>.

Arizona provides long term services and supports through its Arizona Long Term Care Services (ALTCS) program. ALTCS was initiated in 1988 and designed to deliver services and supports necessary for members to be able to live in and be served in the least restrictive setting, in settings that provide integration and engagement in community life. Members are afforded the choice to remain in their own home or choose an alternative residential setting versus receiving services in a skilled nursing facility. As of September 2017, there are a total of 58,384 individuals served by the ALTCS program. Approximately 69% of the ALTCS membership currently reside in their own home, 19% reside in an alternative Home and Community Based Service (HCBS) setting and 12% reside in an institutional setting.

The ALTCS population is comprised of three main categories of enrollment which determines the entities that are responsible for providing their healthcare:

- Individuals who are elderly or individuals with physical disabilities (EPD) are currently served by MCOs under contract with AHCCCS.

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- Individuals with developmental disabilities are served by the Arizona Department of Economic Security, Division of Developmental Disabilities (DDD) for long term care services and supports, MCOs under contract with DDD for physical health services and Regional Behavioral Health Authorities provide behavioral health services to DDD members.
- Seven tribes have an Intergovernmental Agreement (IGA) with AHCCCS to provide case management services to their respective tribal members enrolled in ALTCS. The seven tribes and urban Indian health program commonly referred to as "Tribal Programs" provide case management services for their enrolled ALTCS members. Individuals who are American Indians, residing on tribal reservations, who choose to be served by a Tribal Program are enrolled with Tribal Programs to receive case management services from the Tribal Program.

The ALTCS program offers two member-directed service model options to afford members the opportunity to manage their services and supports. Self-Directed Attendant Care (SDAC) offers ALTCS members or their legal guardians the choice of directly hiring and supervising their own Direct Care Workers (DCWs) without the use of an agency. Under SDAC, individuals have the right and the ability to make decisions about how best to have their needs met, including determining who will provide the services they need and when the services will be provided. Participating members are supported by the services of a qualified fiscal management agent who performs all employer payroll functions. As of September 2017, a total of 403 members utilize this member-directed option. Under the Agency with Choice (AWC) option, a member or the member's Individual Representative (IR) may choose to utilize AWC for the provision of their care (attendant care, personal care, homemaker, habilitation and respite). Under this option, the provider agency and the member/IR enter into a formal partnership agreement. The provider agency serves as the legal employer of the DCW and the member/IR serves as the day-to-day managing employer. AWC presents an opportunity for members interested in directing their own care, but would otherwise like the support offered by a provider agency. For provider agencies, the option affords them an opportunity to support members in directing their own care. As of September 2017, a total of 3,219 members utilize this member-directed option.

## 2. **Med-QUEST OVERVIEW**

Through an InterGovernmental Service Agreement, AHCCCS supports processing for the Hawaii Medicaid program (Med-QUEST).

Med-QUEST is the single state Medicaid agency for the State of Hawaii. In that capacity, Med-QUEST 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 CMS, U.S. Department of Health and Human Services. As of March 1, 2018, Med-QUEST provides coverage to approximately 360,000 members in Hawaii. Hawaii's Medicaid program is delivered primarily as a managed care model through Quest Integration (QI) program. There remains a very small, residual, FFS component. Additional information may be found on the Med-QUEST website reporting page: <https://medquest.hawaii.gov/content/dam/formsanddocuments/resources/enrollment-reports/2017-Hawaii-Medicaid-Managed-Care-Enrollment-Jan-Dec-2017.pdf>.

Through the Quest Integration program, Med-QUEST contracts with MCOs that are responsible for providing Acute, Long Term Care, and Behavioral Health Services. Members receive both physical health and behavioral health services from their single QI MCO. Over 90% of Med-QUEST's program expenditures in SFY 2017 were delivered through QI MCOs. A list of contracted MCOs can be found here: <https://medquest.hawaii.gov/en/members-applicants/get-started/health-plans.html>.

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Med-QUEST has a total fund budget for SFY 2019 of approximately \$2.6 billion. Med-QUEST has over 8,000 active providers in Hawaii, such as individual medical and behavioral health practitioners, home health providers, waiver service providers, durable medical equipment companies and transportation entities.

As mentioned above, Hawaii provides Long Term Services and Supports (LTSS) through its QI program, which was initiated in 2009 as the QUEST Expanded Access (QExA) program. The QExA program was designed for Aged/Blind/Disabled (ABD) members, and consisted of four distinct populations:

- Members with Nursing Home Level of Care (LOC) residing in a nursing facility,
- Members with Nursing Home Level of Care (LOC) residing in the community,
- Members without Nursing Home Level of Care (LOC) who are “At-Risk” of deteriorating into LOC, and
- Members without Nursing Home Level of Care (LOC) not “At-Risk”.

QExA was designed to deliver LTSS to the LOC and “At-Risk” members which encouraged the member to live in and be served in the least restrictive setting; settings that provide integration and interaction in community life. In 2015, Hawaii moved to consolidate the QExA program with the existing QUEST program (the managed care program for Hawaii’s non-ABD population), creating the QI program. In QI, members are afforded the choice to remain in their own home or choose an alternative residential setting versus receiving services in a skilled nursing facility.

The LTSS population in Hawaii Medicaid may receive HCBS services from one of two entities depending on their enrollment:

- Individuals with developmental disabilities are served by the Hawaii State Department of Health, Developmental Disabilities Division (DDD) for LTSS. These individuals remain with their QI MCOs for physical and behavioral health services,
- Individuals not served by DDD who are LOC or “At-Risk” receive LTSS from the QI MCOs.

As of September 2017, there are a total of 8,796 LTSS individuals. There are 5,888 individuals served by the QI MCOs, and of these, approximately 60% currently reside in their own home or in the community and 40% reside in an institutional setting. There are 2,841 LTSS individuals served by DDD, and of these, approximately 97% of the membership currently reside in their own home or in the community and 3% reside in an institutional setting. There is a small count of 67 hospital waitlist LTSS individuals.

### **3. PURPOSE OF THE RFP**

The purpose of this Request for Proposal (RFP) is to solicit proposals from Electronic Visit Verification (EVV) vendors to implement and operate a system (“EVV System” or “System”) for AHCCCS, Arizona’s State Medicaid Agency, and Med-QUEST, Hawaii’s Medicaid program, in compliance with the 21<sup>st</sup> Century Cures Act (Cures Act), and with the established standards herein.

In response to the EVV requirements outlined in the Cures Act, AHCCCS/Med-QUEST is procuring for a single, statewide EVV System that will meet the requirements set forth in the Cures Act, as well as the unique needs of AHCCCS/Med-QUEST and their members, members’ families and provider communities. While the Cures Act requires visit verification for personal care services by January 2019 and home health services by January 2023, AHCCCS/Med-QUEST is implementing EVV for both of these sets of services within the 2019 timeframe.

AHCCCS/Med-QUEST plan to implement an open vendor model with AHCCCS/Med-QUEST contracting with one EVV vendor and allowing providers and MCOs with existing EVV systems to continue to use those systems. Therefore, AHCCCS/Med-QUEST is seeking a system with two separate but related components — data

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collection and data aggregation. The System shall be flexible and scalable so that it can easily accommodate the full range of program requirements and user needs, while also creating efficiencies by streamlining data and information sharing.

AHCCCS/Med-QUEST is interested in meeting the following objectives through the implementation of EVV:

- Ensuring timely service delivery for members including real time service gap reporting and monitoring;
- Reducing provider administrative burden associated with scheduling and hard copy timesheet processing ;
- Accommodating the lifestyles of members and their families and the way in which they manage care;
- Accommodating service provider business decisions and preserving existing investment in systems; and,
- Generating cost savings from the prevention of fraud, waste and abuse.

#### 4. **LEGAL AUTHORITY**

The resultant contract from this solicitation will be entered into pursuant to A.R.S. § 36-2906, and any rules adopted thereunder.

#### 5. **CONTRACTOR RESPONSIBILITIES**

**5.1 Overall Requirements:** The Contractor shall meet the following minimum requirements. The Contractor's EVV System shall:

- 5.1.1** Be a COTS-based (Commercial Off-the-Shelf) software solution.
- 5.1.2** The System may need to be somewhat customized but shall **not** be fully customized software.
- 5.1.3** The System is operational and functioning as intended in at least one other State Medicaid Agency.
- 5.1.4** The Contractor shall implement and operate a statewide EVV System that includes both data collection and data aggregation functionality to verify the delivery of Personal Care and Home Health Services delivered to all members across Medicaid populations residing in their own home and may be provided at home or out in the community. The System shall support all members including those who utilize member-directed service models and designed in such a way that does not hinder the flexibility of members/families in scheduling or choice in where they receive their services. The tables below include the services, associated codes and provider types that will be subject to EVV requirements.

Prior to award, the Contractor shall provide its FEDRAMP (Federal Risk and Authorization Management Program) SSP (System Security Plan) OR complete the State of Arizona Baseline Infrastructure Security Controls 2017 <https://aset.az.gov/arizona-baseline-security-controls-2016-excel>. For all persons having access to the System and data prior to execution of the contract and throughout the life of the agreement, the Contractor shall also complete and submit the following:

- AHCCCS Electronic Data Exchange Request Form - <https://www.azahcccs.gov/PlansProviders/Downloads/ISD/ElectronicDataExchangeForm.doc>; and
- External User Affirmation Statement - <https://www.azahcccs.gov/PlansProviders/Downloads/ISD/ExternalUserAffirmationStatement.pdf>.

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**Arizona Services Subject to EVV**

<b>Service</b>	<b>Service Codes</b>
Attendant Care	S5125
Companion Care	S5135
Habilitation	T2021
Home Health (aide, therapy, and part-time/intermittent nursing services)	Nursing (G0299 and G0300) Home Health Aide (T1021) Therapies Physical Therapy (G0151 and S9131) Occupational Therapy (G0152 and S9129) Respiratory Therapy (S5181) Speech Therapy (G0153 and S9128)
Private Duty Nursing (continuous nursing services)	S9123 and S9124
Homemaker	S5130
Personal Care	T1019
Respite	S5150 and S5151
Skills Training and Development	H2014

**Arizona Impacted Provider Types**

<b>Provider Description</b>	<b>Provider Type Code</b>
Attendant Care Agency	PT 40
Private Nurse	PT 46
Habilitation Provider	PT 39
Home Health Agency	PT 23
Community Service Agency	PT A3
Fiscal Intermediary	PT FI
Integrated Clinic	PT IC
Behavioral Outpatient Clinic	PT 77
Non-Medicare Certified Home Health Agency	PT 95



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**Hawaii Services Subject to EVV**

<b>Service</b>	<b>Service Codes</b>
<b>QI – Home Health Services: (State Plan)</b>	
Home Health (aide, therapy, nursing services)	Nursing (G0299, G0163, G0164) Home Health Aide (G0156) Therapies Physical Therapy (G0151, G0159, S9131) Occupational Therapy (G0152, G0160, S9129) Respiratory Therapy (S5180, S5181) Social Worker (G0155) Speech Therapy ( G0153, G0161, S9128)
<b>QI – HCBS:</b>	
Attendant care	S5125
Personal Assistance–Level I (Chore, Companion or Homemaker services )	S5120, S5130, S5135
Personal Assistance – Level II (Personal Care services)	S9122
Private Duty Nursing	S9123, S9124
Respite care	S5150, S5151, S9125, T1005
<b>DDD:</b>	
Chore	S5120
Personal Assistance/Habilitation (PAB)	99509, S5125, T1019
Private Duty Nursing (PDN)	T1000, T1002, T1003
Respite	S5150, T1005

**Hawaii Impacted Provider Types**

<b>Provider Description</b>	<b>Provider Type Code</b>
Durable Medical Supplier	30
Home Health Agency	23
Nurse (Private – RN/LPN)	46
Occupational Therapist	13
Personal Care Attendant	24

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Physical Therapist	14
Respite	A7
Speech/Hearing Therapist	15
DD/ID	H1

- 5.1.5** Accept all recognized electronic document formats.
  - 5.1.6** Use software and hardware that is upgradeable, scalable and preserves system customizations. The Contractor's hardware and software capacity selections shall support the applications to meet the requirements of this RFP. Use a version of software that is currently supported under standard maintenance agreements and is generally available during the life of the contract.
  - 5.1.7** Provide a System Architecture Document. The System Architecture Document includes a technical explanation of all aspects of the System including detailed architectural diagrams, data flows, component specifications, SaaS, COTS products and hosting environment details. The documentation shall detail all identified interfaces required for the proposed System to exchange data/information with the PMMIS/HPMMS documentation and imaging storage systems.
  - 5.1.8** Store all data (data, configuration, user, etc.) in a central repository. No data may be stored off-shore.
  - 5.1.9** Segregate all data used by AHCCCS/Med-QUEST. The System shall not mix data between states or with any other customer data. All data shall be the property of the state for which its use is intended and may not be used by the Contractor for any purpose. All data shall be transferred to AHCCCS/Med-QUEST upon request, at no additional charge.
  - 5.1.10** Accept E-Signature in accordance with State of Arizona Policy P4070 - Electronic and Digital Signatures.  
<https://aset.az.gov/sites/default/files/P4070%20Electronic%20Signature%20Policy%201.0%20-%20signed.pdf>.
- In addition, the electronic signature must meet the State of Hawaii's Administrative Directive number 16-01 and the Federal Electronic Signatures in Global and National Commerce Act.
- 5.1.11** Turn over any applicable System-related licenses to the AHCCCS/Med-QUEST within thirty (30) calendar days of the request.
  - 5.1.12** Ensure that the data integrity error rate and routing errors of any transaction is less than .001%.
  - 5.1.13** Be consistent with the CMS Technical Reference Architecture (TRA).
  - 5.1.14** Be consistent with the current Medicaid Information Technology Architecture (MITA).

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- 5.1.15 Ensure access for the required number of concurrent users, according to the specifications, necessary for the administration of AHCCCS/Med-QUEST's business functions without limitation of user access and compliance with performance standards.
- 5.1.16 Ensure that the maximum amount of time between the initiation of a transaction and the confirmation receipt of the transaction by the Enterprise Service Bus (ESB) shall not exceed two (2) seconds.
- 5.1.17 AHCCCS and Med-QUEST retain full data rights as required by the State Medicaid Manual 2083.5. The Contractor shall ensure the System has the capability to provide AHCCCS and Med-QUEST with a full download of all data, in a readily accessible format, should AHCCCS and Med-QUEST choose to discontinue use of the service, as required by 42 CFR 434.10. Data shall be made readily accessible for inclusion into the State's other systems or modules, such as a data warehouse, through extract, application program interface (API), or other means for interoperability.
- 5.1.18 Be consistent with the current and future guidance regarding the Office of National Coordinators' Trusted Exchange Framework and Common Agreement (TEFCA).
- 5.1.19 The Contractor's EVV System shall allow for providers to utilize the data collection and data aggregation systems for other payers for both Medicaid members and other individuals who the provider serves. The table below describes the provider's financial responsibilities in this regard. The Contractor must accommodate the payment structure AHCCCS determines including billing and receiving payment from the MCO or the provider agency. The visit transaction fee must be all-inclusive.

	Medicaid Payer	Other Payer (Medicare or Private)
Visit Transaction Fees	Medicaid Pays	Provider Pays Vendor

### 5.2 Documentation and Certification: The Contractor / EVV System shall:

- 5.2.1 Maintain up to date system design documentation and system documentation. Documentation shall be updated within ten (10) business days of the Implementation of a change.
- 5.2.2 Maintain up to date functional documentation including both user documentation and the Operations Procedures Manual. Documentation shall be updated within ten (10) business days of the implementation of a change.
- 5.2.3 Provide licenses as required by AHCCCS/Med-QUEST to allow users access to perform all necessary business functions.

### 5.3 Non-Discrimination

- 5.3.1 In addition to compliance with other pertinent federal laws and regulations, the Contractor shall ensure compliances with Title VI of the Civil Rights Act of 1964, Section 1557 of the Affordable

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Care Act, and 45 CFR Part 92. As part of this obligation, the Contractor shall comply with the federal nondiscrimination provisions and also ensure that members with Limited English Proficiency have meaningful access to the Contractor's services. The Contractor shall ensure that oral interpretation services are available in any language and that all written materials regarding the Contractor's services are available to members in each prevalent non English language identified by AHCCCS/Med-Quest.

- 5.3.2** All written materials to members shall be written in easily understood language, use font size of at least 12 points, and be available in alternative formats and through provision of auxiliary aids and services that take into account the special needs of members with disabilities or who are Limited English Proficient. All written materials shall also be available in large print with font size of at least 18 points. Language assistance services shall be provided free of charge, be accurate and timely, and protect the privacy and independence of the individual with Limited English Proficiency. [45 CFR 92.201(c)]Auxiliary aids and services for persons with disabilities, such as large print , assistive electronic and information technology, TTY/TDY and American Sign Language, shall also be made available to the member upon request and free of charge. The Contractor shall also ensure that electronic information and services, including but not limited to, devices, portal, and online support, comply with modern accessibility standards such as section 508 guidelines, section 504 of the Rehabilitation Act, and W3C's Web Content Accessibility Guidelines (WCAG) 2.0 AA and successor versions. The Contractor shall provide AHCCCS/Med-QUEST members the Contractor's toll free and TTY/TDY telephone numbers for customer service and user support which shall be available during normal business hours.
- 5.3.3** The Contractor shall comply with 42 CFR 92.8, which requires, in part, that the Contractor notify its members of the following upon request and at no cost:
- 5.3.3.1** That oral interpretation is available for any language, 2. That written translation is available in each prevalent non-English languages identified by AHCCCS/Med-QUEST, 3. That auxiliary aids and services are available for members with disabilities, 4. How members may access the services above , and 5) For all significant communications and publications for members , post the notice specified in 45 CFR 92.8(a) along with taglines in the top 15 languages spoken by individuals with Limited English Proficiency in the State as identified by AHCCCS/Med-Quest. The notice shall also be placed in a prominent location of the Contractor's website accessible from the home page of the Contractor's website

**5.4 Regulatory System Compliance Requirements:** The Contractor / EVV System shall:

- 5.4.1** Meet the system requirements, standards and conditions, and performance standards in Part 11 of State Medicaid Manual as periodically amended.
- 5.4.2** Comply with and report its compliance with Section 508 of the Federal Rehabilitation Act, ADA accessibility standards and the World Wide Web Consortium (W3C) Web Accessibility Initiative.
- 5.4.3** Comply with all requirements prescribed in Section 12006 of the 21<sup>st</sup> Century Cures Act.
- 5.4.4** Ensure compliance with all licensing agreements required to support the proposed EVV System and services. Compliance is defined as the maintenance of licenses and appropriate permitted

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usage.

- 5.4.5 Express business rules using a technology-neutral standard format corresponding with the core data elements identified through the National Information Exchange Model (NIEM).
  - 5.4.6 Document and expose all SOA services using standard Web Service Description Language (WSDL) and industry best practices.
  - 5.4.7 Comply with the CMS Harmonized Security and Privacy Framework.
  - 5.4.8 Conform to the Information Technology Infrastructure Library (ITIL) standards version 3.
  - 5.4.9 Support the data requirements of quality improvement organizations established under Part B of Title XI of the Patient Protection and Affordable Care Act.
  - 5.4.10 Comply with the Affordable Care Act (ACA). (Sections 1561, 1411, 1413, 1414, and 2201).
  - 5.4.11 Comply with standards adopted by the Secretary under Section 1104 of the ACA.
- 5.5 **Other System Architecture Requirements:** The EVV System shall:
- 5.5.1 Be architected using Business Process Management and workflow technologies as the primary integrated vehicle to implement business processes by composing them from human interactions and coarse-grained services.
  - 5.5.2 Require that all business processes defined for the System guarantee process and data integrity including asynchronous activities, reliable messaging, transactional processing, and timely restoration of service after outage.
  - 5.5.3 Use a business rules engine separate from core programming.
  - 5.5.4 Support failover redundancies and swapping of critical system components and critical data of all the system components.
  - 5.5.5 Distinguish between errors and exception conditions.
  - 5.5.6 Require components to be ready for deployment in various cloud computing environments, whether public, private, or hybrid.
  - 5.5.7 Provide capacity estimates for storage requirements for all proposed environments.
  - 5.5.8 Support a Service Oriented Architecture (SOA) and Enterprise Service Bus (ESB)-based system.
  - 5.5.9 Leverage webs services and adhere to key standards such as SOAP, XML, UDDI, WSDL, BPEL, SAML, and other standards as detailed by the State.
  - 5.5.10 Accommodate MITA changes that may occur through the life of the contract.
  - 5.5.11 Support processing of data in multiple formats such as XML, X12, NIEM and other industry standard formats.

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- 5.5.12 Employ XML-based standards for communication and integration with other environments.
- 5.5.13 Provide the State with all changes, modifications, enhancements, or customized features it makes to any licensed software approved by AHCCCS/Med-QUEST to be used in the System.
- 5.5.14 Ensure the EVV System plans and procedures are in place to meet audit and compliance requirements.
- 5.5.15 Support rapid failover or redeployment in the event of planned or unplanned interruptions.
- 5.5.16 Utilize cloud-based technology where advantageous to maximize the efficient and effective utilization of technology.
- 5.5.17 Be hosted and/or executed from a virtualized environment. The entire System's virtual environments shall be capable of being re-hosted at an AHCCCS/Med-QUEST data center upon request. If not hosted, be described in such detail that AHCCCS/Med-QUEST can create the virtualized environments necessary to house and operate the System in a selected data center.
- 5.5.18 Be web-based and require no installation on AHCCCS/MED-Quest workstations.
- 5.5.19 Define the Master Data to include at a minimum the identification of sources, the origin and use of other data, and provide a data model that is serializable in schemas and where the data is accessible via service interfaces.

#### **5.6 System and Data Exchange Requirements**

##### **5.6.1 Data Collection**

For each visit to provide the Personal Care and Home Health Services described in 5.1.4 above, the Contractor's EVV data collection system shall securely collect all of the following information:

- The identity of the DCW;
- The identity of the billing provider;
- The identity of the member receiving services;
- The date and start time of the visit;
- The date and end time of the visit;
- The location of the visit;
- The services provided (e.g., nursing, aide);
- Tasks Performed from the Service Plan;
- The member or member's responsible party independent verification of services received; and
- The member or member's responsible party independent verification of the visit.

The Contractor's EVV data collection system shall provide AHCCCS/Med-QUEST flexibility to add, remove or modify the data elements subject to verification, by program and by service.

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The Contractor's data collection system shall use a variety of technologies and methods to collect visit data including, but not limited to, smart phones, tablets, telephony, fixed location devices and other technologies to collect visit data. The Contractor shall ensure that the data collection method used in the member's home or in the community is consistent with the member's, or responsible party's, choice. Members and/or their responsible party shall be able to choose the data collection modality that best fits their lifestyle and the way in which they manage their care.

The Contractor's data collection system shall allow for the member and/or responsible party to delegate visit verification responsibility to another person of suitable age and discretion. The System shall allow for multiple individuals to be designated and shall track additions and deletions. Changes should be able to be made easily via the member's portal. The member/responsible party, when delegating the verification responsibility, will need to sign an attestation statement that they have communicated the requirements of this responsibility to the person to whom they are delegating. The attestation statement developed by AHCCCS/Med-QUEST will outline the responsibilities of the person verifying the service delivery through the EVV System.

The Contractor's data collection system shall be flexible, configurable and capable of verifying the delivery of services, in accordance with AHCCCS/Med-QUEST guidelines, policies and manuals, including any additions or updates thereto and as operationalized across various programs. The Contractor's system shall include the data collection and verification for:

Variable staffing scenarios such as:

- Visits to a member on a given day by multiple DCWs and/or providers;
- The same service provided to a member by more than one DCW and/or providers at the same time (i.e., 2:1 staffing ratios, consistent with AHCCCS/Med-QUEST guidelines, policies and manuals, including any additions or updates thereto);
- Multiple services provided to the member by multiple DCWs and/or providers during the same shift;
- Multiple services provided to the member by the same DCW during the same shift;
- Multiple visits by a single DCW and/or provider to a single member per day;
- Visits to a member that account for living arrangements, where multiple members reside at a single address;
- Visits to multiple members on a given day by a single DCW and/or provider;
- Services provided to a group of members at the same location during a single visit, consistent with the AHCCCS/Med-QUEST guidelines, policies and manuals, including any additions or updates thereto on group visits;
- Services provided to a member in situations in which the member and DCW reside at the same address.

Variable locations including:

- Services in a location other than the member's residence. This may be a routine location for service delivery (e.g., the place of employment) or occasional location for service delivery (e.g., a visit to a family member's home, grocery store);
- Location verification needs to only occur at the beginning and ending of each shift and does not include ongoing monitoring of a members location throughout the shift.

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When services are intermittent or short-term such as:

- Situations in which an individual receives services that require EVV validation on a short term basis (e.g., episodic care for individuals receiving time limited services and supports like recovery from an acute illness/injury);
- Situations in which an individual receives services that require EVV validation intermittently throughout the year (e.g., respite services provided only a few times per year).

When services cross calendar days:

- The Contractor's EVV System shall collect visit data elements when the DCW initiates the visit, including when there is a visit for a service for which there is no authorization. Each visit initiated through the EVV shall be captured by the Contractor's EVV System, whether or not the visit is authorized or verified.

### 5.6.1.1 Visit Verification

The Contractor's EVV System shall apply system edits aligned with program requirements to determine whether the visit is verified. The Contractor's EVV System edits shall be configurable and flexible to change as programs, program requirements and services are added or modified. The Contractor's EVV System shall permit modifications to the disposition of the edits (e.g., a message is sent, a visit is not opened, or a visit is recorded but marked "not verified").

The Contractor's EVV System shall use verification from the member and/or their responsible party and the DCW in order for the visit to be marked as verified. The member/responsible party shall verify the service and visit duration at the end of each shift. The worker's verification shall occur both at the beginning and the end of the shift.

The Contractor's EVV System shall allow for the validation that a visit occurred and was recorded by each of the criteria outlined in paragraph 5.5.1. The member/responsible party shall validate/verify the information recorded for a visit is accurate. This information should be provided via a web portal/mobile application accessible through internet and mobile platforms (i.e. PC, table, mobile devices, etc. This type of verification shall include two-factor verification.

The Contractor's EVV System shall have the capability of collecting and storing data on a device to be uploaded to the System at a later time when connectivity is unavailable or intermittently unavailable.

Consistent with the AHCCCS/Med-QUEST policy regarding the use of paper timesheets, the Contractor's EVV System shall account for (under limited circumstances) the use of paper timesheets used in conjunction with a fixed device. The EVV System shall have the capability to upload and populate data from the timesheet.

As part of the visit verification process, the Contractor's EVV System shall include the specific list of tasks performed and/or the individual specific habilitation goals being



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worked on during the visit. Information regarding specific tasks/goals shall be obtained through an interface with existing services plans or via a manual upload by the provider.

Consistent with AHCCCS/Med-QUEST guidelines, policies and manuals, including any additions or updates thereto on verification requirements, the Contractor's System shall include an exceptions process for visit verification when the member is unable to do so and the responsible party is not present, including scenarios when one DCW is handing off care to another DCW. The Contractor's EVV System shall:

- Provide flexible solutions for circumstances where a visit starts and/or ends away from the member's place of residence; and
- Offer an option for a responsible party to validate a visit remotely, preferably via a text alert or mobile application that includes a date/time stamp and GPS ping (as appropriate). Responsible party would be required to respond within a timeframe established by AHCCCS/Med-QUEST.
- Offer an option for a member and/or responsible party to validate the visit through a member portal at a later time after the completion of the visit.
- Offer a solution when a member and/or their responsible party who is usually able to verify visits are temporarily incapacitated and unable to verify service delivery.
- Offer a solution when the DCW and the responsible party are the same person.
- Any modifications made to a visit require authentication by the member and/or responsible party and the provider. The member/responsible party shall verify the service and visit duration at the end of each shift. The worker's verification shall occur both at the beginning and the end of the shift.
- The EVV System shall maintain an appropriate audit trail of all visit transactions.
- The documentation of exceptions should be consistent with CMS's Medicare signature and documentation requirements for addendums to records. Changes as a result of the exceptions process are considered an addendum to the record, and do not change the original records.

The Contractor shall offer a variety of methods by which the DCW, member and/or their responsible party may validate visits including but not limited to electronic signature, voice recognition or other biometrics. All use of electronic signatures shall meet the requirements set forth in state rules and guidance by the Arizona Department of Administration and State Statute (ARS 18-106). The electronic and digital signature policy can be found at <https://aset.az.gov/electronic-and-digital-signature-policy>. The Contractor's EVV System shall include protections against the modification of electronic signatures.

The Contractor's EVV System shall have the ability to indicate if visits were validated at the time of the visit or at a later time.

### 5.6.1.2 Alerts

The Contractor's EVV System shall send near real time (within 3 seconds 99% of the time) alerts to identified parties including (responsible party, case manager, provider, MCO) when a visit is not opened at the scheduled time and multi-level escalating alerts of late and missed visits. The Contractor's EVV System shall allow for different definitions down to the individual member level of pending, late and missed visits by

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program and/or service, consistent with AHCCCS/Med-QUEST guidelines, policies and manuals, including any additions or updates thereto that reflects the member's or responsible party's preferences. AHCCCS/Med-QUEST and/or the member or their responsible party shall establish through the member portal:

- A tolerance level before a visit is recorded as "missed." The tolerance level may vary by program and/or service and may be established by the member and/or responsible party as specified by AHCCCS/Med-QUEST guidelines, policies and manuals, including any additions or updates thereto. The default tolerance level for members and/or responsible parties who do not establish one is 15 minutes;
- The schedule for the frequency for alerts. The timing and frequency may vary by program and/or service;
- The recipients of alerts. The recipients may vary by program, service and/or recipient of the alert;
- The timeframe for which they prefer a backup caregiver to be sent. The default for members and/or responsible parties who do not choose is 2 hours.

The Contractor's EVV System shall have the flexibility for members and/or their responsible party to make changes to their individual preferences for the alerts described above.

The Contractor's EVV System shall provide functionality to alert the DCW and/or provider indicating a possible problem; for example, the DCW forgot to sign in/out or member forgot to validate visit with visit verification. The functionality shall be configurable and flexible so that the timing, content and the recipients of the messages can be specified and modified. The Contractor's EVV System shall accommodate the variability of message parameters, which are subject to change over the course of the contract.

### 5.6.1.3 Gap Reporting

The Contractor's EVV System shall support AHCCCS/Med-QUEST gap reporting requirements as described in the Contractor Operations Manual, 413 Gap in Critical Services. All services subject to EVV will be subject to gap reporting. At a minimum, the Contractor's EVV System shall collect the following data elements:

- Total number of authorized critical service hours,
- Total number of authorized critical service hours that were gap hours,
- Percentage of gap hours to authorized critical service hours,
- Number of hours provided to resolve gaps,
- Percentage of hours provided to resolve gaps to total gap hours reported,
- Number hours to resolve gaps provided by unpaid DCWs,
- Percentage of hours provided by unpaid DCWs to resolve gaps to total gap hours reported,
- Number of members with gaps,
- Percentage of members whose preference level was not met,
- Total number of providers,
- Monthly average number of providers reporting gaps,
- Number of service gaps reported.

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The Contractor's EVV System shall provide weekly and monthly reporting capabilities that can be accessed at any time by AHCCCS/Med-QUEST, MCO's and providers related to alerts for late and missed visits.

### 5.6.1.4 Manual Visit Verification

The Contractor's EVV System shall provide a way for capturing manual visit verification in instances where the electronic verification data is not captured but the service was otherwise provided. This could include use of a fixed device with a paper timesheet under limited circumstances as prescribed by AHCCCS/Med-QUEST guidelines, policies and manuals, including any additions or updates thereto.

The Contractor's EVV System shall allow for the upload of paper timesheets and other documents.

The Contractor's EVV System shall maintain a record (audit trail) for any manual verification. For each manual verification, the EVV shall store the information entered, the person entering the information, the billing provider, the member receiving services, the date and time of the visit, the reason for the manual verification, the date and time of the manual verification and the names of the member/family member and DCW who validated the visit.

The Contractor's EVV shall be configurable and allow defining and limiting the circumstances when a manual verification is permissible. This may include, but is not limited to, the information that can be entered through the manual verification process, the frequency of manual verifications by provider, and the frequency of manual verifications for services performed by a specific DCW. Manual verification parameters may vary between programs and services.

The Contractor's manual visit verification process shall be adaptable to changes in program requirements throughout the contract period. The Contractor shall require providers to attest to the presence of hard copy documentation for any manual visit verification, manage retroactive Service Plan changes for specific services and/or programs, and create/maintain an audit trail.

The manual visit verification should have flexibility to manage retroactive service authorization changes. Functionality regarding service authorization changes should be flexible and configurable. AHCCCS/Med-QUEST shall have the ability to allow or not allow retroactive service authorization changes.

### 5.6.2 Scheduling Module

The Contractor's EVV System shall include a scheduling module accessible to members/responsible parties and providers, allowing providers and members including, but not limited to, members who use a member-directed option, to use the EVV System to schedule DCW visits with an Agency with Choice Self-Directed Attendant Care. The Contractor's

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scheduling model shall permit flexibility in scheduling visits (e.g., adjusting scheduled service visit start times) and be designed to reduce member, provider agencies and DCW/staff burden.

#### **5.6.3 EVV Equipment**

The Contractor shall purchase and maintain and shall be considered the owner of all equipment needed for the EVV System during the installation, customization (as applicable), implementation, and ongoing operations.

The equipment and other System specifications in this Contract are minimum requirements. The Contractor may include features, equipment, or other elements in excess of minimum requirements, subject to AHCCCS/Med-QUEST review and approval.

The Contractor shall provide a data collection device (device) used to securely collect an independent verification of each service subject to EVV. The device provided shall be based on member and family preference for each member receiving services subject to EVV consistent with the availability of broadband connectivity in the area where the member resides. The device may be in the control of the member, family, responsible party or provider depending on the member and family preference and the type of device selected. The device shall be intuitive and easily used by members who range in their familiarity with smart phones, tablets and other mobile devices, or other technologies including members, family, responsible party or providers with no familiarity.

The Contractor's device shall capture all data elements identified in the Scope of Work, Paragraph 5.6.1, Data Collection, in order to verify each visit.

All data collection devices shall be encrypted and shall:

- utilize a secure log in process with unique user identification;
- serve as a device to facilitate data transfer and not store any member data; and
- automatically log out the user after a set period of inactivity, as determined by AHCCCS/Med-QUEST.

The device shall capture point-in-time location data. The Contractor's device may use GPS technology solely for the purpose of accurately identifying the location of the user each time the data is entered into the device (i.e., at the beginning and the end of each shift). It is the member and/or responsible party's choice as to whether or not to use this technology feature. The Contractor's device shall include the ability to turn the GPS feature off and on, distinguish between GPS tracking and ping mode and include a feature that alerts the member that GPS is activated.

The Contractor's device shall include only those features necessary to verify visits and shall not collect data outside of the visit period. Any features available on device not used directly for visit verification shall be turned off or inoperable.

The Contractor's device shall be accessible for members with physical disabilities and visual/hearing impairments and satisfy the requirements of the Americans with Disabilities Act. If necessary to meet a member's needs, the Contractor shall propose and provide the member an alternative device providing accessible electronic visit verification technology. Modifications

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or enhancements to EVV devices to afford members with disabilities an equal opportunity to access and utilize the EVV System shall be at no cost to the member.

The Contractor's device shall be accessible to members who have special communication needs. The device's communications shall use language that is easily understood and in alternative formats based upon the needs of the member. The Contractor shall provide devices for members with Limited English Proficiency (LEP), available to members in all prevalent non-English languages spoken as identified by AHCCCS/Med-QUEST. The Contractor shall provide an independent verification of the accuracy of all translations made pursuant to this section to AHCCCS/Med-QUEST.

AHCCCS/Med-QUEST's obligations pursuant to 45 CFR Section 80.3(b)(2) may change over the life of the contract. It is the responsibility of the Contractor to make any necessary modifications to the EVV System to comply with any changes in the languages that shall be accommodated over the life of the contract.

The Contractor will provide an independent verification of the accuracy of all translations made pursuant to this section to AHCCCS/Med-QUEST.

The Contractor shall make any necessary modifications to the EVV equipment and system to comply with any changes in the non-English languages that shall be accommodated over the life of the contract.

### **5.6.3.1 Equipment Installation**

The Contractor is responsible for installing devices as needed, in the member's home, for members receiving Medicaid covered services subject to EVV.

The Contractor will ensure that all personnel or contractors entering an individual's home to install an EVV device have satisfied the background check requirements set forth by AHCCCS/Med-QUEST. The Contractor will maintain copies of background checks for all personnel or contractors installing EVV devices and provide the background checks to AHCCCS/Med-QUEST or MCOs upon request.

Personnel or contractors entering an individual's home for installation of EVV devices will be bonded and insured. The Contractor will provide written documentation to AHCCCS/Med-QUEST upon request.

The Contractor shall install and/or deliver devices for all impacted members no later than thirty days prior to the date of the EVV System implementation. Thereafter, for members newly receiving services that require EVV, the Contractor shall install and/or deliver the device within 48 hours of notification by service provider agency. The Contractor shall develop a process by which provider agencies notify the Contractor of new members who require EVV devices and the type of device requested.

For members with installed devices who change their place of residence, the Contractor shall install a device in the new place of residence within 48 hours of the later of the

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date the Contractor receives notification of the change in place of residence, or the date the change in residence takes place.

During the course of the Contract, AHCCCS/Med-QUEST may expand the programs or services that are subject to EVV. For those programs or services that are newly subject to EVV, the Contractor shall install the devices of all impacted members no later than fourteen days prior to the date the EVV System is implemented for the service or program. AHCCCS/Med-QUEST and the Contractor may mutually agree to an alternative timeframe for the installation of added programs and services.

The Contractor shall ensure the recovery and/or retrieval of devices from members who discontinue services that require EVV, leave the program or relocate their personal residences, or in cases where the device is controlled by the provider, when the DCW/provider agency to whom it is assigned is no longer employed or the agency is no longer providing services to the member. The Contractor shall develop a written policy and procedure, subject to AHCCCS/Med-QUEST approval, for the recovery of devices.

The written policy and procedure shall describe:

- the method by which the Contractor will inform members about the Contractor's device recovery/retrieval process and members' responsibilities;
- the process and timelines for device retrieval and alternative methods that shall be available to meet the unique needs of members; and
- if retrieved devices will be used for other members, how the Contractor will ensure that no information related to the prior member remains on the device.

### 5.6.3.2 Equipment Repair and Replacement

The Contractor is responsible for maintaining EVV devices in good working order and for standard maintenance, software/firmware/version updates, device upgrades, repairs and replacements.

The Contractor shall repair or replace EVV devices, as necessary, within 24 hours of receiving notification of lost or stolen equipment, or the need for device repair or replacement.

The Contractor shall develop a written policy and procedure, subject to AHCCCS/Med-QUEST approval, for the repair or replacement of devices. The policy and procedure shall include a clear and easy to follow process to report lost or stolen equipment and devices that require repair or replacement. The policy shall indicate whether retrieved devices will be placed in the homes of other members and shall explain in detail what steps will be taken to ensure no information related to the prior member remains on the device.

The Contractor shall ensure that members/responsible parties, DCWs, providers, MCOs, AHCCCS/Med-QUEST designees have a clear understanding of the process used to report a device that is lost, stolen or needs repair or replacement.

The Contractor shall provide a detailed report of repairs and replacements to AHCCCS/Med-QUEST in the Operational Monthly Report described in 5.13.2.

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### 5.6.4 EVV System Capabilities

The Contractor's EVV System shall have the following capabilities:

- Configurable to meet specific program and service requirements with different policies, procedures and business rules, all of which are subject to change during the Contract period;
- Able to distinguish between services which are mandatorily required per the 21<sup>st</sup> Century Cures Act to be validated vs optional services added upon request by AHCCCS/Med-QUEST.
- Capacity to accommodate members who do not have cell phone, connectivity, Wi-Fi, a landline or electricity along with the use of paper time sheets as described in Section 5.6.1.1.
- Accommodate members receiving services subject to EVV who may move frequently, such as children in the foster care system;
- Flexibility for members to have multiple responsible parties or designees who can verify a visit and to change responsible party/designees as needed;
- Adaptability to add or remove populations, services and programs subject to EVV, as specified by AHCCCS/Med-QUEST;
- Ability to receive provider and member data transfers from IT systems operated by AHCCCS/Med-QUEST or its designees at a frequency and in a format determined by AHCCCS/Med-QUEST. The frequency shall not be less often than daily;
- Ability to receive information in batch and individual transactions;
- Assign unique user identification. Each user shall receive their unique user identification no later than the date when he/she completes the initial system training.
- Use role-based access for data and system functionality. The Contractor shall establish defined user roles. The Contractor's EVV System shall allow for role modifications. AHCCCS/Med-QUEST and the Contractor shall collaboratively refine the proposed roles, the process and criteria used to assign each user their appropriate role, and the party responsible for assigning the role. The process shall be flexible and allow AHCCCS/Med-QUEST to designate entities authorized to assign system user roles (e.g., a provider agency shall assign roles to DCWs). The Contractor shall have a process to assign each user their appropriate role that includes identification of the party responsible for assigning the role and any criteria that will be used. The Contractor's EVV System shall be flexible and allow for role modification. The Contractor shall describe the process used to change user roles and a description of the record maintained regarding the role of a user over time.
- Include a mechanism for recording specific access by users of the System to confidential personal information (CPI) contained within the System. The mechanism shall record the following data elements and allow a user to search this log for matching criteria to discern what was accessed:
  - User Name
  - Date of Access
  - Time of Access
  - Name of Individual (First and Last) whose CPI was accessed
  - Name of computer system used to access CPI
  - Query/Transaction used

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The Contractor shall have a detailed process to modify, add and delete user role definitions over the life of the contract.

The Contractor shall collaborate with AHCCCS/Med-QUEST and its designees to develop requirements for data transfers from the State's or its designee's Medicaid Management Information System (MMIS), claims or other IT systems such as electronic case management systems, including data elements, format, and frequency.

The Contractor shall complete, subject to approval by AHCCCS/Med-QUEST, any and all interfaces needed for the efficient operation of the EVV System, including but not limited to the State's or its designee's MMIS, claims or other IT systems including electronic case management systems.

The EVV System shall be capable of collecting and storing data offline during any downtime, such as regularly, scheduled maintenance.

The Contractor shall transfer data stored in the EVV System to AHCCCS/Med-QUEST in a manner and frequency determined by AHCCCS/Med-QUEST.

The Contractor shall provide regular updates to AHCCCS/Med-QUEST on EVV System changes that are being implemented by the Contractor in other states for purposes of informing the State of potential system improvement opportunities, including technology advancements, for AHCCCS/Med-QUEST consideration.

#### **5.6.5 Data Aggregation**

The Contractor's EVV System shall include a data aggregation module to collect and process data from the EVV data collection module and approved alternate data collection systems in near real time (within 3 seconds 99% of the time) in accordance with the technical requirements.

The Contractor's Data Aggregation Module shall process data collected, including verifying visits against service authorizations. A minimum data set shall be established that may vary by service/program.

The Contractor's System shall be capable of collecting EVV location of visit data from both the GPS solution and any alternative location verification methods to verify the location of the visit.

The Contractor's EVV data aggregation component shall send each billing provider a report showing verified visits by the billing provider no less frequently than once each day. The report shall be available in a variety of formats including, but not limited to electronically, PDF, Excel and CSV.

The Contractor's EVV data aggregation component shall send each billing provider a report showing the visits that were not verified no less frequently than once each day. The report shall be available in a variety of formats including, but not limited to electronically, PDF, Excel and CSV.



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The Contractor's EVV System shall compile information from multiple data collection components and calculate total daily and weekly hours worked by DCW and aggregate hours across payers, programs, providers and members receiving services subject to EVV.

The Contractor's EVV System shall track and monitor DCW retention rates against AHCCCS/Med-QUEST established standards. Based on the established standards the Contractor shall establish metrics and will monitor retention rates at the provider, MCO and AHCCCS/Med-QUEST level. The Contractor's workforce retention tracking shall include tracking DCW movement across provider agencies and should also include the following information about the DCW:

- DCW's relationship with member e.g. is by blood or marriage to the member
- The DCW only works with one specific member and is not interested in providing services to other members.
- Whether or not the DCWs is eligible for re-hire after an employment transition from the provider agency

The data aggregation component of the Contractor's EVV System shall receive data from both the data collection component of the EVV System and data collection systems of qualifying systems in near real time (within 3 seconds 99% of the time). The data aggregation component shall also communicate with specified case management systems operated by AHCCCS/Med-QUEST and AHCCCS/Med-QUEST contracted health plans.

The Contractor's data aggregation module shall process the information collected. The Contractor's data aggregation component shall include an exceptions process that is available through a variety of means, including a web-based application.

**5.6.5.1 Aggregation from Alternative Data Collection Systems** The Contractor shall develop requirements, with final approval by AHCCCS/Med-QUEST, for alternate data collection systems that shall feed into the data aggregation module. The requirements should be specific and assure near real time (within 3 seconds 99% of the time) communication as well as identify any distinctions between the requirements for alternate data collection systems utilized by Medicaid providers and those utilized by Medicaid Managed Care Organizations.

The Contractor shall test and approve alternate data collection systems proposed by Medicaid providers and Medicaid MCOs through an unbiased and conflict free process that is approved by AHCCCS/Med-QUEST. The Contractor shall make AHCCCS/Med-QUEST aware of any potential conflicts of interest in performing these functions.

On an on-going basis, the Contractor shall assess providers' legacy systems for compliance with specified AHCCCS/Med-QUEST requirements and assure that as requirements change, providers update their systems as appropriate.

**5.6.5.2 Case Management Interface**

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The Contractor shall ensure the data aggregator interfaces with case management systems, as appropriate, to accomplish the following in accordance with requirements developed in collaboration with AHCCCS/Med-QUEST:

- Receive information from case management systems including detailed service plan information at a frequency and in a format determined by AHCCCS/Med-QUEST;
- Receive updates in near real time (within 3 seconds 99% of the time) transactions; and
- Receive information in batch and individual transactions.

### 5.6.5.3 Prior Authorization Systems Interface

The Contractor shall ensure the data aggregator interfaces with prior/service authorization systems, as appropriate, to accomplish the following in accordance with requirements developed in collaboration with AHCCCS/Med-QUEST:

- Receive information including prior authorization information from prior authorization systems at a frequency and in a format and frequency determined by AHCCCS/Med-QUEST;
- Receive updates in near real time transactions (within 3 seconds 99% of the time); and
- Receive information in batch and individual transactions.
- Track service utilization, across all providers, against prior authorization. This information shall be available for members/families and providers viewing in respective portals.

### 5.6.5.4 Billing Module

The Contractor's EVV System shall include a billing module. The billing module shall:

- Take individual visit data from the data aggregator;
- Generate a claim in the appropriate Medicaid format (e.g. 837) based on the individual visit data;
- Submit the claim on behalf of the provider;
- Show results of the claims submission via the provider portal; and
- Interface with a provider's or third party vendors billing system.

The use of this module is optional and is at the provider's sole expense. AHCCCS/Med-QUEST is including this requirement in the RFP as a courtesy to providers and is not responsible for any of the development, maintenance or interface costs associated with its use.

### 5.6.5.5 Claims Processing

The Contractor's EVV System shall capture any data that supports or informs a claim submission in the event of an issue related to visit verification and for audit purposes.

The Contractor's EVV System shall offer functionality to provide information to the claims payment system for purposes of post payment review after claims processing through both individual and batch processing including detailed information about

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validated and non-validated visits. The Contractor's EVV data aggregation component shall accept individual claim and/or batch inquiries from the claims system based on member name, billing provider, name, date and time of service delivery. The System shall have the ability to interface with provider's billing systems as required and as directed by AHCCCS/Med-QUEST or the MCOs. With respect to claims processing the Contractor's EVV System shall have the ability to offer different functionalities to the AHCCCS and MQD programs.

The Contractor's claims processing shall be adaptable to changes in program requirements throughout the contract period and configurable to meet specific program and service requirements with different policies, procedures and business rules, all of which are subject to change during the Contract period. For example, AHCCCS or Med-QUEST may choose to require the EVV System to provide information to the claims payment system for the purposes of pre-payment review prior to claims processing through both individual and batch processing including detailed information about validated and non-validated visits.

### **5.6.5.6 Service Plan**

The Contractor's EVV System shall have a module to capture and store details of a member's service plan or physician's orders for Home Health Services, including the specific tasks to be performed by the direct care service worker based upon the agreed upon schedule between the member (responsible party) and the service provider.

The Contractor's EVV System shall include functionality to monitor and track the initiation of new services (subject to EVV requirements) per AHCCCS/Med-QUEST standards for newly enrolled members (thirty days) and existing members (fifteen days).

For members who receive services through the Tribal ALTCS program, the Contractor's EVV System shall create a service authorization from the Tribal Contractor based on information contained within the member's service plan.

### **5.6.5.7 Interface with Payroll Systems**

The Contractor's EVV System shall have the ability to interface with providers' existing payroll systems for the purpose of sharing validated visit data in order to populate DCWs' timesheets for payroll purposes. The use of this functionality by providers is optional and as such it is the provider's sole responsibility to pay any costs associated with the building of the interface. AHCCCS/Med-QUEST is including it in this RFP as a courtesy to providers and is not responsible for any of the development, maintenance or interface costs associated with its use.

### **5.6.5.8 Interface with Fiscal Employer Agent Systems**

The Contractor's EVV System shall have the ability to interface with all contracted Fiscal Employer's Agent Systems. The Contractor shall work with AHCCCS/Med-QUEST and the Fiscal Employer Agents in defining the elements to be included in the interface but shall,

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at a minimum, include details of all visits for members using the Self-Directed Attendant Care member-directed option.

#### **5.7 Reporting Capabilities and User Portals**

The Contractor's EVV System shall provide a robust, flexible and user configurable (for all user types) reporting tool, offering reports in multiple formats in accordance with the technical requirements. The Contractor's reporting tool shall include a library of standard reports identified and developed in collaboration with AHCCCS/Med-QUEST. The Contractor's reporting solution shall allow users to search using criteria including report names, report filters, and data elements included in the report in a library or repository of reports. The Contractor's reporting solution shall afford users the ability to query data and generate ad hoc reports and/or develop standardized reports based upon their informational needs. A user's ability to generate ad hoc and/or develop standardized reports shall be limited in accordance with their user role designation.

The reporting tool shall use point and click technology to facilitate the development of ad hoc reports by users. All data elements contained in the EVV System shall be available for ad hoc reporting. The Contractor's EVV System shall include a reporting system that:

- Is configurable so that standard reports and recipients of reports can be changed easily over the life of the contract;
- Makes data in reports available, at a minimum, by payer, case manager, DCW, by billing provider and by member; and
- Makes data in reports available, at a minimum, for FFS Medicaid, by MCO, by purchasing model and across payers.

The Contractor's reporting tool shall provide the ability to design and execute queries using one or more wild cards and operators to provide data when searching or reporting.

The Contractor's EVV System shall have the capability to display data in a variety of formats (e.g., standard reports, graphs, charts, maps, dashboards) without the need to export data to another tool. The Contractor, at a minimum, shall ensure that reports are available in hard copy, PDF, Excel and CSV formats.

The Contractor shall provide a separate reporting server to minimize impact on production environment. The data on the reporting server should be updated according to a timeframe mutually agreed to by AHCCCS/Med-QUEST and Contractor.

The Contractor's EVV System shall have role-based access to reporting functionality by user (e.g., providers shall have access to reports for services the providers have provided and case managers shall have access to reports for members for whom the case managers manage care). The Contractor's System shall include "Super-user" role-based access, allowing AHCCCS/Med-QUEST-designated staff and contractors to review, analyze and report all data across payers, providers, DCWs and members (or responsible parties) receiving services.

The Contractor's EVV System shall have the ability for authorized users to selectively retrieve, view, export, and print reports (or portions of reports) and shall have the capability to allow authorized users to view query parameters along with query results.

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The Contractor's EVV System shall have role based dashboard reporting for every user type including but not limited to members, providers, MCOs, DSFM and AHCCCS/Med-QUEST that can be available via the member/provider/MCO/DSFM/AHCCCS/Med-QUEST staff portal. The Contractor shall work with AHCCCS/Med-QUEST in the development of dashboards.

The Contractor shall include role-based access to a portal for members/families, providers, MCOs, DSFM and AHCCCS/Med-QUEST staff. Functionality of portal shall vary based on the user and shall include the ability for the user to generate certain types of reports. The Contractor shall work with AHCCCS/Med-QUEST, members/families, MCOs, DSFM on the development of the portal features.

The Contractor shall provide AHCCCS/Med-QUEST access to all current and historical data for purposes of reporting.

The Contractor's EVV System shall support initiation of reports through various methods including on-demand, scheduled requests (including non-business hours), and event-driven requests with distribution of the report results to specified secure locations. System generated letters shall be achievable and reprintable.

The Contractor's reporting solution shall display standard report header and footer information (e.g., report number, report title, page number, date) on all reports.

The Contractor's reporting solution shall provide a custom report outlining system anomalies such as high levels of utilization, poor response times, large number of failed logins, and other abnormal activities, identified, repaired and resolved. This report's frequency shall be dictated by the number of anomalous activities. The report shall include specifics regarding the issues encountered, the measures taken to resolve the anomalies and the resources (Contractor, AHCCCS/Med-QUEST and third-party, if applicable) participating in the process.

The Contractor's EVV System's reporting solution shall provide online reporting and status inquiry for all change requests in AHCCCS/Med-QUEST specified category(ies); display status, report coding changes, attach test results, and record all notes from AHCCCS/Med-QUEST and selected Contractor staff related to each change request; and produces reports that are downloadable in AHCCCS/Med-QUEST-approved formats.

The Contractor's reporting solution shall provide a defect reporting and tracking tool. All defect and issue resolutions shall be documented, tracked and shared with AHCCCS/Med-QUEST personnel weekly, or as needed. Review of the defect and issue log shall be conducted by the Contractor.

The Contractor's reporting solution shall integrate data from all of the modules of the EVV System in order to generate reports that show the impact of the EVV System on program integrity efforts. For example, authorized visits as compared to validated visits as compared to visits submitted for payment versus visits paid. At a minimum, monthly reconciliation reports for both claims and encounters shall be provided to AHCCCS. In addition, the Contractor shall develop and submit an annual report evaluating outcomes the EVV i cost avoidance and service delivery outcomes.

The Contractor shall provide a list of service providers who meet training and data transmission readiness criteria as defined and within a timeline determined by AHCCCS/Med-QUEST.

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The Contractor shall provide toolsets to accommodate report design and generation. The Contractor's reporting functionality shall include strong analytic tools, including but not limited to, arithmetic and statistical functions. The Contractor shall provide AHCCCS/Med-QUEST with a complete list of analytic tools that are included in the EVV System.

The Contractor shall develop and maintain an EVV Reporting Guide that contains a comprehensive description of the EVV reporting function, report library details and definitions and standards for the distribution of reports. The guide should be updated and distributed at least annually or as significant changes are made.

#### **5.7.1 Reporting Interface**

The Contractor shall provide an interface to the existing AHCCCS/Med-QUEST Data Warehouse. The data shall be updated in a timeframe mutually agreed to by AHCCCS/Med-QUEST and Contractor.

#### **5.8 User Training/User Manual**

The Contractor shall provide user training and user manuals consistent with the requirements below. Training and the user manual shall use language that is easy to understand and shall be available in alternative formats based upon the individual needs of the member and consistent with requirements of the Americans with Disabilities Act. The Contractor's written training materials shall also be available in all prevalent non-English languages spoken for each AHCCCS/Med-QUEST geographic service area for members with LEP.

Training and user manuals shall include information designed to inform the member, family, provider staff and DCW(s) about the benefits and purpose of the system; the choices of data collection modalities, the methods by which the member and family uses each modality to validate visits, the considerations for members and families in choosing a data collection modality as well as information on how providers may best support members/families in making these decisions; any risks associated with the use or misuse of the equipment; individual responsibilities in using the equipment; the extent to which data will be collected, reviewed, shared and stored; privacy practices; equipment repair and replacement procedures and the contact information to request repairs and/or replace equipment; issue resolution process to resolve concerns that might arise from the use of the system; and an affirmation that no charges will be assigned by the Contractor, provider or other party associated with the installation, use, repair or replacement of equipment or EVV service to the member and/or family.

The Contractor may, upon request, be required to attend on-site visits to AHCCCS and Med-QUEST for requirements definition, training and implementation.

#### **5.8.1 User Training**

The Contractor shall provide initial, on-going, and annual training. On-going training shall be based upon trends in user system support needs or identified issues. The Contractor shall provide training necessary to support new functionality and/or major software releases that materially change the user interaction. The Contractor shall provide annual training for all users to ensure proper EVV system use and compliance.

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The Contractor shall provide EVV System training to a core group of AHCCCS/Med-QUEST users, identified by AHCCCS/Med-QUEST, prior to the user acceptance test. The training shall include detailed information about the Contractor's System development methodology. The Contractor shall provide technical training to agency project resources and designated Contractors to develop an understanding of how to monitor the System using available tools and dashboards while leveraging technical and functional documentation and/or reports.

The Contractor shall provide comprehensive EVV System training to users at least 90 days prior to EVV System implementation. The Contractor shall also provide the training for users added after the EVV System has been implemented and 90 days prior to major system updates during the course of the Contract term.

The Contractor shall prepare a training plan consistent with federal guidance (<https://www.medicaid.gov/federal-policy-guidance/downloads/cib051618.pdf>) and a schedule for user training that includes a cycle of training similar to that contained in the federal guidance on EVV training. The training plan shall address the Contractor's approach, methods, tools, and techniques for user and systems documentation and training. The Contractor's training plan, curriculum and schedule is subject to approval by AHCCCS/Med-QUEST. The Contractor's training plan shall address both the training to support the initial implementation of the EVV System, as well as the training activities throughout the term of the Contract.

The Contractor's training shall be customized to meet the specific training needs of each type of user (e.g., state agency, payer, case manager, MCO, provider oversight, provider, DCW, and member/responsible person).

The Contractor shall submit training materials to AHCCCS/Med-QUEST for review and approval at least 45 days prior to the date of the first training session. Modifications to approved training materials require AHCCCS/Med-QUEST approval prior to dissemination.

The Contractor shall offer and provide user training through a variety of mediums, including, but not limited to, in-person, on-line, guided webinar and recorded webinar. For in-person training, the Contractor shall provide training in locations throughout the state.

The Contractor shall maintain and update the training environment with training data to use during user training.

The Contractor shall provide written training materials for both in person and web-based training options. The Contractor shall provide courses as necessary to meet the needs of system users.

Training to members shall use language that is easy to understand and shall be available in alternative formats based upon the individual needs of the member and consistent with requirements of the Americans with Disabilities Act. The Contractor's written training materials shall also be available in all prevalent non-English languages spoken for each AHCCCS/Med-QUEST geographic service area for members with LEP.

The Contractor shall maintain a record of individuals who have completed training. Documentation shall include the name of the individual trained, the date of training, the specific training completed (e.g., for what type of user), and whether the training was in-person or web-

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based. Training records shall be provided to AHCCCS/Med-QUEST or its designee upon request. This information shall be made available in dashboard form to AHCCCS/Med-QUEST, MCOs, DSFM and others as appropriate.

The Contractor shall make information about status of the completion training electronically available at the individual, provider, MCO and AHCCCS/Med-QUEST levels. System users, at all levels, shall be precluded access to the EVV system until training has been completed.

### **5.8.2 User Manual**

The Contractor shall develop an EVV System User Manual (User Manual), subject to AHCCCS/Med-QUEST approval, to assist EVV System users in navigating and understanding the System's functions and features. The Contractor shall make the User Manual available to EVV System users online and in hard copy upon request and free of charge. The Contractor shall work with AHCCCS/Med-QUEST in developing other innovative approaches in which the content of the user manual may be delivered.

The Contractor's User Manual shall be written using language that is easily understood and shall be available in alternative formats based upon the individual needs of the member and consistent with requirements of the Americans with Disabilities Act. The Contractor's User Manual shall also be available in all prevalent non-English languages spoken for each AHCCCS/Med-QUEST geographic service area for members with LEP. It is the responsibility of the Contractor to make any necessary modifications to the User Manual to comply with any changes in the languages that shall be accommodated over the life of the contract. The Contractor shall obtain independent verification of the accuracy of all translations made pursuant to this section.

### **5.9 User Support**

The Contractor shall provide online and telephonic user support 24 hours a day, 7 days a week, over the life of the contract. The Contractor shall ensure that online and telephonic inquiries are resolved in no more than 24 hours.

Through its telephonic user support, the Contractor shall receive calls from members who are reporting gaps in coverage. The Contractor shall ensure that operators are adequately trained in order to properly assist callers or route calls. The following information related to gap reporting shall be collected and reported monthly.

- Date and time
- Member name
- DOB
- Phone
- City
- Call purpose
- AHCCCS/Med-QUEST ID
- Agency name
- Phone number
- Contact made
- Date and time of contact



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- First, second and third attempts
- MCO
- MCO phone
- Date and time contact with MCO
- Date and time of call back
- Report will also include tabs with detailed notes on each member's case. These notes show the Operator name as well as the start and end time of the call.

The Contractor shall establish performance metrics and targets, subject to AHCCCS/Med-QUEST approval, that the Contractor uses to analyze trends in calls that may help support user education or systems enhancements as well as to monitor the timeliness and effectiveness of its online and telephonic user support. The Contractor shall report inquiries and performance metrics to AHCCCS/Med-QUEST monthly in the Monthly Report in Scope of Work, Paragraph 5.13.2.

#### **5.10 Maintenance/Operational Procedures**

The Contractor shall assist AHCCCS/Med-QUEST in the identification of and development of operational procedures targeted to members/families, MCOs and providers as needed.

The Contractor's EVV System shall allow new data items to be automatically included in migration paths during software upgrades.

The Contractor shall ensure that the use of acronyms and codes are consistent with windows, screens, reports and databases or data dictionaries.

The Contractor shall use effective-dated table updates (either future dated or retroactive) with the ability to specify data edits by type of transaction.

The Contractor shall:

- Provide read-only access to System job and maintenance schedule, submission, and processing statistics, and System performance tools for designated staff.
- Provide the ability to terminate, reverse or back-out a software update in the event it is discovered the update is erroneous or corrupted. Provide the ability to restore the data to the state prior to the update.

The Contractor's EVV System shall allow authorized users to sequence multiple jobs based on outcome of each successive job.

The Contractor's EVV System shall be able to accommodate varying retention periods for data, images, documents, etc.

The Contractor's EVV System shall have the ability to use secure (SSL/SSH) FTP to accommodate file transfers.

The Contractor's EVV System shall provide a flexible framework to support exporting and importing of data using industry standard file transmission protocols.

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The Contractor's EVV System shall provide automatic program checks for controlling data files, verifying correct processing, and ensuring data integrity. Available program checks include record counts, totals, limit checks and provide the ability to import/export data. (e.g. Open Data Base Connectivity [ODBC]-compliant and/or other generally accepted formats)

The Contractor's EVV System shall support integration with AHCCCS/Med-QUEST current calendar and e-mail environment and support the importing/exporting of data with popular desktop applications (e.g., Microsoft Excel, Microsoft Word, Google G Suite).

The Contractor's EVV System shall meet Service Level Agreements per AHCCCS/Med-QUEST requirements.

The Contractor shall use an automated application and network performance measuring tools for proactive system monitoring, tuning mechanisms, reporting, and trend analysis. Performance monitoring alerts shall be configurable and tuning mechanisms, reporting, and trend analysis. Performance monitoring alerts shall be configurable and allow for user notification using multiple communication methods. Results to be shared with AHCCCS/Med-QUEST.

#### **5.11 Financial Audit**

The Contractor shall submit an annual audited financial statement to AHCCCS/Med-QUEST within ten (10) months of the Contractor's fiscal year end. This financial audit shall be prepared in accordance with the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. The annual audit shall include operations related to this contract. If the Contractor does not obtain such audit, or make such records or annual audited financial statement(s) available, AHCCCS/Med-QUEST may withhold payment of any funds due to the Contractor under this contract until such time the Contractor is deemed to be in compliance with this requirement.

The Contractor shall maintain an accounting system with supporting fiscal records adequate to assure that claims for federal funds are in accordance with this Agreement and any applicable laws, regulations and policies.

The Contractor and/or its subcontractor(s) shall provide audited financial statements upon AHCCCS/Med-QUEST request.

#### **5.12 Data Security and Privacy**

The Contractor shall meet all the following requirements at the standards that are current for each requirement as of the date that the service or product is delivered to AHCCCS/Med-QUEST. In the situation of a conflicting requirement or standard, the more stringent requirement shall apply.

- HIPAA Privacy and Security – specifically CFR Title 45 Public Welfare, Part 164 – Security and Privacy. <http://www.gpo.gov/fdsys/pkg/CFR-2007-title45-vol1/pdf/CFR-2007-title45-vol1-part164.pdf>
- AHCCCS/Med-QUEST of Arizona security standards and policies set by ADOA/ASET.
- Seven Standards and Conditions (CMS). <http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Downloads/EFR-Seven-Conditions-and-Standards.pdf>
- All applicable ACA requirements and standards.

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- Annual Security and SSAE-16 Assessment or equivalent. An annual security assessment covering vulnerability testing, penetration testing, and process and procedures shall be conducted. This assessment shall be conducted by an independent, third party contractor, approved by AHCCCS/Med-QUEST, who is qualified by the federal government to perform assessments on computers that access federal information and has experience performing security assessments with other government agencies. This and any other security assessment related to the System's hosting or environment shall be provided to AHCCCS/Med-QUEST within 24 hours of finalizing the report.
- Resolve high and medium vulnerabilities identified, unless otherwise approved in writing by AHCCCS/Med-QUEST. Low vulnerabilities shall be discussed prior to resolution. Only those issues that AHCCCS/Med-QUEST deems important shall need to be remediated.
- Security Incident Reporting. See Business Associate Addendum for details.
- Responsible for monitoring emerging information security threats and vulnerabilities and the necessary remediation.
- Provide complete system documentation, onsite training and training manuals, desk level procedures and practices to avoid security breaches.
- Manage user authentication and authorization via LDAP version 3.0 or higher.
- Contain verification mechanisms that are capable of authenticating authority (as well as identify) for the use or disclosure requested.
- Provide role-based security using unique identifiers (IDs), mandatory password standards, and profile or group access assignments. All users shall be authenticated when establishing a connection to the System. Authentication shall be based on unique user IDs and shall support separation of duties based on roles.
- Enforce password policies for length, character requirements, forced reset intervals, and updates, as defined by AHCCCS/Med-QUEST.
- Provide the capability for expiring or terminating a user's session after a predefined period of inactivity, as defined by the State.

The Contractor shall provide a written report and assessment to AHCCCS/Med-QUEST within twelve (12) hours following the identification of any security incident detailing all actions taken concerning the incident, including the type of incident, the current status, and any potential impact(s).

The Contractor shall:

- Provide reporting which identifies usage anomalies or users who may have misused the System.
- Provide current and historical information about user access and all System changes through an audit capability.
- Ensure that all data, regardless of its location, is encrypted at rest and in transit.
- Provide an independent third party to perform penetration testing prior to implementation in a timeframe agreed to by AHCCCS/Med-QUEST and the Contractor. Penetration testing shall also be performed by an independent third party on an annual basis and when additions or changes to functionality impact the security framework, architecture or when a new vulnerability exists. Penetration Test Report results shall be supplied to AHCCCS/Med-QUEST and any major or critical vulnerabilities mitigated.
- Prevent any user or system administrator from having a shared account.

The Contractor shall ensure the confidentiality, privacy, and security of all AHCCCS/Med-QUEST data passing through the Contractor and Sub-Contractor networks.

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The Contractor's EVV System shall display a security warning banner prior to allowing entry into the system. The System shall have security warning banners and headers and footers that adhere to federal, state, and other applicable standards that are prominently displayed introductory screens.

The Contractor shall perform patching and corrections related to security vulnerabilities of a critical nature within three (3) business days and those of a major nature within ten (10) business days. AHCCCS/Med-QUEST shall determine the level of criticality in consultation with the Contractor.

All data collection devices shall be encrypted and shall:

- Utilize a secure log in process with unique user identification;
- Serve as a device to facilitate data transfer and not store any client data; and
- Automatically log out the user after a set period of inactivity, as determined by AHCCCS/Med-QUEST.

The Contractor shall permit access to the System based on assigned user roles, e. g. member/responsible party, provider, case manager, MCO, etc. The Contractor will work with AHCCCS/Med-QUEST in the development, assignment and management of user roles.

The Contractor shall conduct annual HIPAA and security training with the Contractor staff. This training shall also be part of the onboarding processes and the documentation shall be consolidated and submitted annually to AHCCCS/Med-QUEST.

The Contractor has the discretion to conduct meetings to discuss issues, risks, progress of current projects, system changes, resource changes, and other areas specific to the scope of work.

#### **5.13 Project Work Plan/Preparation of Deliverables**

The Contractor shall develop and maintain a Project Management Plan (PMP) to be integrated and coordinated with the AHCCCS/Med-QUEST PMP. The purpose of the Project Management Plan is to provide a comprehensive baseline of what needs to be achieved by the project, how it is to be achieved, who will be involved, how it will be reported and measured and how information will be communicated with the project. It shall serve as a reference for decision and clarifications. All relevant project plans including but not limited to the Communication Plan, Change Management Plan, Staffing Management Plan, Quality Management Plan, Risk Management Plan, Issue Management Plan and the Work Breakdown Structure are incorporated into the Project Management Plan. It shall be a living document that evolves as the project progresses and is updated with the latest relevant information as required. The Project Management Plan may be broken into separate documents, but all documents shall be considered sections of the Project Management Plan. The AHCCCS/Med-QUEST PMP shall be the governing document.

The Contractor shall develop and maintain a detailed Project Work Plan (PWP) and a Gantt chart that is aligned with the scope of the work outlined in this RFP to be integrated and coordinated with the AHCCCS/Med-QUEST PWP. The PWP shall identify realistic person hours of effort for each task and identify planned completion dates for all deliverables and milestones. Additionally, the PWP shall include the elements necessary for the Integrated Master Schedule and include: start and end dates of major phases, key project milestones, integration points, cross module dependencies, and sufficient

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information to support the AHCCCS/Med-QUEST reporting requirements. The PWP shall be continually refined and updated as the project progresses and shall retain the baseline for comparative reporting.

The Contractor shall use the AHCCCS/Med-QUEST agreed upon tool(s) that shall provide an electronic document repository for project documents and deliverables. The Contractor, AHCCCS/Med-QUEST staff and other Contractors with the appropriate security level shall upload/attach new or revised versions of documents. The repository shall perform version control and allow users to view all prior versions.

The Contractor and AHCCCS/Med-QUEST shall establish and utilize a deliverable review and acceptance process agreed upon by the AHCCCS/Med-QUEST Team that incorporates the following:

- Review cycles shall be conducted and scaled to the size and complexity of the deliverables.
- Deliverables will need to reflect coordination with the overall modular program and shall follow agreed upon change control processes.
- Informal reviews and walkthroughs of draft and final deliverables are encouraged.
- Queuing up excessive deliverables for simultaneous review is unacceptable to AHCCCS/Med-QUEST.

The Contractor shall provide deliverables that at a minimum meet the following quality standards:

- Provide accurate and comprehensive content, reflecting the specific requirements for the deliverable.
- Ensure appropriate technical level for the audience.
- Utilize correct grammar, spelling, and versioning.
- Ensure diagrams are clear, concise, and value added.
- Follow industry-related standards.
- Appropriately define and reference information.

The Contractor shall coordinate module deliverable and milestone walkthroughs and participate in other module walkthroughs as required by the AHCCCS/Med-QUEST.

#### **5.13.1 Project Staffing and Governance Structure**

The Contractor shall provide a detailed project management structure that includes a project management approach that satisfies the scope of work and incorporate all activities described in the RFP.

The Contractor shall participate in the project initiation kick-off meeting with key stakeholders and the AHCCCS/Med-QUEST project team.

The Contractor is responsible for the capture and dissemination to AHCCCS/Med-QUEST of agendas, meeting minutes and documentation necessary for successful execution of the project as determined by AHCCCS/Med-QUEST RACI (Responsible Accountable Consulted Informed) Matrix which is a responsibility assignment matrix (RAM).

The project governance structure shall address integration, issues, change, scope, requirements, time, cost, quality, communication and risk throughout the implementation and operations phases of the EVV project.

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The project governance structure shall identify AHCCCS/Med-QUEST resources that are necessary for the Contractor to implement and operate the EVV System.

The Contractor shall identify all key positions in the project governance structure and provide specific descriptions of their roles and responsibilities. The Contractor shall include the percentage of the staff member's time devoted to the EVV project during EVV System development and after implementation, as well as the percentage of time spent on-site, both during development and after implementation.

The Contractor shall specify the key positions, the person holding each of the key positions, the position responsibilities, and the education, experience and other qualifications of each person proposed for a key position for the AHCCCS/Med-QUEST EVV project. The Contractor shall provide AHCCCS/Med-QUEST with the following contact information for individuals holding key positions: the individual's name, the individual's telephone number, the individual's email address, and the individual's location. The Contractor shall notify AHCCCS/Med-QUEST within one (1) business day of any changes to key personnel or changes to key personnel contact information.

The Contractor shall employ sufficient staffing and utilize appropriate resources from Day 1 of the contract to achieve contractual compliance. The Contractor shall provide a detailed staffing plan for the EVV Project. The staffing plan shall include all Contractor and subcontractor resources identified for the project. The initial detailed staffing plan shall be submitted in the first thirty days of the contract and is subject to approval by AHCCCS/Med-QUEST. All changes to the staffing plan over the life of the contract shall be approved by AHCCCS/Med-QUEST prior to implementation.

The Contractor's Key Personnel positions may not be vacant for more than ten (10) business days without a qualified substitute (temporary replacement). A qualified substitute shall be in place no more than ten (10) business days after the separation date of the vacating resource. The definition of a qualified substitute is someone meeting the requirements of the RFP.

The Contractor shall:

- Support AHCCCS/Med-QUEST and its Contractor(s) in Independent Verification and Validation (IV&V) activities associated with the contract including, but not limited to, completion of the CMS MECT checklists, IV&V Requirements and Design Review, IV&V Progress Reports, CMS Progress Reviews, Operational Milestone Review(s), and CMS Certification(s) Final Review.
- Coordinate with AHCCCS/Med-QUEST and with the IV&V Contractor as required by AHCCCS/Med-QUEST, to support the program-level change management process consistent with the Enterprise Change Management Plan.
- Work collaboratively with AHCCCS/Med-QUEST and the IV&V Contractor to provide schedule information to be included in the Integrated Master Schedule (IMS). Elements necessary for the IMS include: start and end dates of major phases, key project milestones, integration points, cross module dependencies, and sufficient information to support the AHCCCS/Med-QUEST reporting requirements.
- Ensure that all project activities, plans and deliverables comply with the requirements of the MECL.
- Support AHCCCS/Med-QUEST in all program governance activities as necessary.

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### 5.13.2 Project Status Updates

Project team members shall attend weekly status meetings with the AHCCCS/Med-QUEST Project Representative and other members of the project teams deemed necessary to discuss project issues. These weekly meetings shall follow an agreed upon agenda and allow the Contractor and the State to discuss any issues that concern them.

The Contractor shall provide written status reports to the AHCCCS/Med-QUEST Project Representative at least one full business day before each weekly status meeting. At a minimum, weekly status reports shall contain the items identified below:

- Updated GANTT chart, along with a copy of the corresponding project plan files (i.e. Microsoft Project) on electronic media acceptable to the State;
- Status of currently planned tasks, specifically identifying tasks not on schedule and a resolution plan to return to the planned schedule;
- Issues encountered, proposed resolutions, and actual resolutions;
- The results of any tests;
- A Problem Tracking Report (shall be attached);
- Anticipated tasks to be completed in the next week;
- Task and deliverable status, with percentage of completion and time ahead or behind schedule for tasks and milestones;
- Proposed changes to the project work breakdown structure and project schedule, if any;
- Identification of Contractor staff assigned to specific activities;
- Planned absence of Contractor staff and their expected return date;
- Modification of any known staffing changes; and
- System integration activities.

During the implementation of the project, the Contractor shall submit a written monthly status report to the AHCCCS/Med-QUEST Project Representative by the fifth business day following the end of each month. At a minimum, monthly status reports shall contain the following:

- A description of the overall completion status of the project in terms of the approved project plan (schedule and cost, if applicable);
- Updated project work breakdown structure and Project schedule;
- The plans for activities scheduled for the next month;
- The status of all deliverables, with percentage of completion;
- Time ahead or behind schedule for applicable tasks;
- A risk analysis of actual and perceived problems;
- Testing status and test results; and
- Strategic changes to the Project Plan, if any.

The Contractor shall participate in necessary meetings with the stakeholders and/or other Contractors.

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#### **5.13.3 Issue Management and Resolution**

The Contractor shall provide a detailed description of the complete issue management process they shall utilize. The Contractor shall utilize an issue management tracking system that provides, at a minimum, the following:

- Description of the issue;
- Priority of the issue;
- Dependencies and plans for resolution;
- Staff responsibility assignments;
- Impact severity;
- Targeted and actual resolution dates; and
- Resolution action summary.

The Contractor shall document the discovery of all issues as well as document communication, tracking, and resolution of all issues throughout the duration of the contract.

The Contractor shall propose a process and criteria that shall be used to establish the priority of an issue at least 90 days prior to implementation. AHCCCS/Med-QUEST shall provide final approval over the process and criteria prior to implementation. AHCCCS/Med-QUEST shall make the final determination regarding issue priority in all cases. It is the responsibility of the Contractor to establish and maintain ongoing communication with AHCCCS/Med-QUEST from the point in time when an issue is identified and concluding when the issue is resolved. The Contractor shall explain the process that shall be used to ensure effective communication throughout the issue management.

The Contractor shall collaborate with AHCCCS/Med-QUEST to ensure effective communication regarding issue identification and resolution to impacted stakeholders as appropriate.

#### **5.13.4 Project Oversight Once EVV System is Operational**

The Contractor shall have a designated staff person who is responsible for the day to day operation of the AHCCCS/Med-QUEST EVV System. This person will serve as the point of contact for AHCCCS/Med-QUEST.

The Contractor shall participate in weekly (at a minimum) status meetings with AHCCCS/Med-QUEST staff during the initial phase of implementation to answer questions, discuss issues/concerns and resolve problems. This meeting may move to monthly once initial implementation of the EVV System is complete and as determined appropriate by AHCCCS/Med-QUEST.

The Contractor shall generate a monthly operational report that includes at least the following:

- Description of newly identified issues;
- Priority of the issue;
- Dependencies and plans for resolution;
- Staff responsibility assignments;
- Impact severity;
- Targeted and actual resolution dates;
- Resolution action summary;



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- Summary of User Support inquiries and results of any associated User Support performance metrics;
- Details of any repairs and replacements to data collection devices;
- Any anticipated changes to the project team; and
- Summary of any planned updates/upgrades to the system or any planned outages for system maintenance.

The Contractor shall track and report on remediation and rebuild to satisfy defects, bugs, and issues identified and resolved, in conjunction with AHCCCS/Med-QUEST. If rework hours appear to jeopardize on-time release delivery, the Contractor shall present a written mitigation plan to AHCCCS/Med-Quest including the provision of additional resources at no additional cost to AHCCCS/Med-QUEST.

**5.13.5 Master Test Plan** The Contractor's Project Work Plan shall include a Master Test Plan. The Master Test Plan shall describe testing activities, explain how the testing shall satisfy specific objectives and demonstrate that the requirements are met, and specify which design modules shall undergo control or data flow analysis.

The Contractor's Master Test Plan shall:

- Document and guide the approach to testing throughout the life cycle of the EVV Project;
- Include a plan to do "live" testing with a sample of members, providers and MCOs.
- Explain how each phase of testing is determined to be complete. Include any formal reports and/or debriefings that shall be conducted and specific testing tools that shall be used;
- Specify the testing cycles that shall be utilized; and
- Include the definition of test philosophy, including objectives, required or types of testing, and basic strategy.

The Contractor's Master Test Plan shall include the Contractor's strategy for:

- maintaining testing environments to facilitate all testing cycles and testing needs;
- reporting impacts resulting from changes implemented through the change management process;
- creating and populating the test database and maintaining the files during the iterative testing collaboration; and
- sharing of test cases with AHCCCS, its staff and its designees to support applicable testing cycles.

The Contractor's Master Test Plan shall explain:

- the processes and procedures that shall be used for releasing testing results, data reduction and analysis, and review of test results;
- how pass-fail criteria and testing time frames are established;
- how testing results shall be tracked; and
- the process that shall be used to establish acceptance criteria that determines whether a phase of testing has been completed. Criteria shall include items such as number and types (severity/priority) of defects.

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#### 5.13.6 System Testing

The Contractor shall perform and/or support testing cycles throughout the project. Those testing cycles may include, but is not limited to, the following:

- Construction and Unit Test;
- System Testing (to demonstrate that the applications function correctly on Contractor's hardware in a production type environment);
- Integration Testing;
- Interface Testing;
- Regression Testing;
- User Acceptance Testing (UAT); and
- Operational Readiness Review (ORR).

The Contractor shall plan and execute testing for all inbound and outbound interfaces, ensure accurate and secure data transmission between the System and the ESB and coordinate with external entities as appropriate. The Contractor shall ensure, in order to release code to UAT or production, it shall meet the minimum acceptable defect levels: Critical: 100% have been resolved; High: 100% have been resolved.

The Contractor shall identify and resolve interdependencies that restrict or impede required testing of the System, other enterprise modules, or module components from performing required testing. Unless otherwise identified by AHCCCS/Med-QUEST, strategies to resolve interdependencies shall be reviewed and approved by AHCCCS/Med-QUEST prior to implementing the resolution strategy.

The Contractor shall perform testing and present the results for each of the following test levels: Performance Test results, System Test results, Parallel Test results, Regression Test results, and Integration Test results. Test results shall be traced to the use case/user story and design documentation being tested.

AHCCCS/Med-QUEST plans to perform UAT on all software releases as part of the contract. The Contractor's approach to establishing testing environments shall not impact AHCCCS/Med-QUEST's ability to conduct continuous UAT in a separate, dedicated environment.

The Contractor shall facilitate UAT as follows:

- Provide test cases and scripts from previous test level.
- Assist AHCCCS/Med-QUEST in developing UAT test case.
- Provide a dedicated UAT environment to AHCCCS/Med-QUEST and maintain the environment as needed to support continuous UAT throughout design, configure/build and testing.
- Refresh data, execute processes, and migrate releases or code fixes as requested or on an agreed-upon schedule.
- Provide test data.
- Provide a mechanism for AHCCCS/Med-QUEST to enter defects into the online defect-tracking.
- Provide a repository of all test documentation including test scenarios and results.

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The Contractor shall provide AHCCCS/Med-QUEST resources or their designee access to test cases, test results and defect tracking via online tools. AHCCCS/Med-QUEST reserves the right to inspect artifacts and results at any time.

AHCCCS/Med-QUEST reserves the right to conduct independent testing of the System at any time. The Contractor shall cooperate with AHCCCS/Med-QUEST or its designee, and provide environments, data, and technical support for independent testing.

The Contractor shall work proactively with AHCCCS/Med-QUEST's designated testing resources to review all test results and provide the necessary system and functional information to create verification procedures and user acceptance test cases.

The Contractor shall coordinate with AHCCCS/Med-QUEST and specific subsystem owners to conduct integration testing.

The Contractor shall develop test criteria and algorithms for expected outcomes prior to production of reports.

The Contractor shall ensure that the Project Work Plan allocates sufficient time to AHCCCS/Med-QUEST's user acceptance testing activities relative to the detailed scope of work, requirements and gaps, the number of manually executed test cases, and the complexity of module integration. The Contractor shall be responsible for extended user acceptance testing if the proposed testing duration is not sufficient for AHCCCS/Med-QUEST to validate the module.

### 5.13.7 Operational Readiness Review Plan

As part of its Project Work Plan, the Contractor shall develop Operational Readiness Review (ORR) Plan designed for the Contractor to self-assess readiness to meet the EVV System requirements in accordance with this Contract. In addition to the self-assessment of readiness, the Contractor shall satisfy all AHCCCS/Med-QUEST requirements to demonstrate operational readiness prior to begin operating EVV.

- The Contractor's ORR Plan shall include extensive checklists for each functional area containing items related to the preparedness of that function for a successful implementation.
- The Contractor's ORR plan and ORR checklists shall be submitted to AHCCCS/Med-QUEST for review and approval within 60 days of the start of the contract.
- The Contractor's ORR testing shall include a volume test of thirty calendar days of production capacity volumes to demonstrate that the EVV solution and Contractor staff is prepared for full production.
- The Contractor shall document all issues, problems and defects identified through the ORR.
- The Contractor shall propose solutions for all issues, problems and defects identified through the ORR.
- The Contractor shall prepare and submit to AHCCCS/Med-QUEST the Contractor's ORR Report that demonstrates that the Contractor and EVV are ready to begin operations.

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#### **5.13.8 Other Operational Responsibilities**

The Contractor shall meet the due date for submission and acceptance of each deliverable, as indicated in the Work Plan.

The Contractor shall distribute meeting agendas to invitees at least 24 hours before the start of a scheduled meeting involving project stakeholders. Scheduled meetings include any reoccurring project meetings, meetings identified in the Work Plan or any meeting requested by the AHCCCS/Med-QUEST with at least 48 hours' notice. The Contractor shall distribute meeting minutes to meeting attendees within two business days of the scheduled meeting.

The Contractor shall ensure that 100% of all critical priority tickets, (Enhancements, Deficiencies, Maintenance, Research, Configuration and Mass Adjustments) are completed and implemented by the required implementation date.

The Contractor shall maintain environments as mutually agreed upon to perform system validation, integration testing and data migration to determine overall production readiness. Each environment shall include all of the components to support the intended purpose of that environment. Any component not replicated in a designated environment shall be disclosed to the AHCCCS/Med-QUEST with a written explanation as to why this shall not affect the inherent use of the environment for its intended purpose.

The Contractor shall document all business rules applicable to the functioning of the module and document any new or changed business rules within ten (10) business days of the implementation of a change.

The Contractor shall document all configuration items applicable to the System and update documentation within ten (10) business days of the implementation of a change.

The Contractor shall submit a monthly System Enhancement Pool report that details tickets invoiced to the hourly pool and shall include hours used and hours remaining for the AHCCCS/Med-QUEST's approval.

The Contractor shall participate with the AHCCCS/Med-QUEST Project Management Team and the IV&V Contractor to give an accurate, honest reporting of the project status.

The Contractor shall contribute to the AHCCCS/Med-QUEST and/or the Systems Integration Services collaboration site, technical and non-technical project artifacts for the Contractor's module or module components including requirements, use cases, user stories, storyboards, system design documents, supplemental specifications, test cases, test scripts, test results, user, system and training documentation at the teams direction.

The Contractor shall ensure all transfer system and services documentation and all data requested by AHCCCS/Med-QUEST is submitted to AHCCCS/Med-QUEST.

The Contractor shall generate a Turnover Results Report that documents completion of each step of the Turnover Plan.

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#### **5.14 Communication Plan**

As part of its Project Work Plan, the Contractor shall develop a Communication Plan, which is subject to AHCCCS/Med-QUEST review and approval, to comprehensively identify the Contractor's outreach and education strategies throughout the EVV Project implementation and term of the Contract.

The Contractor's Communication Plan shall address the outreach and communications to stakeholders, including AHCCCS/Med-QUEST, AHCCCS/Med-QUEST contracted health plans, members/families, providers, DCWs and other interested parties. The Contractor's Communication Plan shall cover:

- Key planned stakeholder communications through the program development and implementation;
- System user education related to the purpose and use of EVV System, including
  - Training
  - Device Installation, Repair and Replacement Process
  - Issue Resolution Process
  - Availability of Online and Telephonic User Support;
- Notifications to users of system downtime due to system updates and scheduled maintenance;
- Identification of roles and tools for members, providers, MCOs and AHCCCS/Med-QUEST to use to supplement member and stakeholder educational activities performed by the vendor.

The Contractor's Communication Plan shall include the key message, targeted audience for the communication, the communication method(s) or format(s) to be used, and the timing and frequency of the communication.

The Contractor shall work with AHCCCS/Med-QUEST on "branding" the EVV System (including a logo) and shall develop and maintain a website where all communication and educational tools and other pertinent EVV information will be posted.

#### **5.15 System Availability: The Contractor / EVV System shall:**

- 5.15.1** Have a performance monitoring dashboard that shall have availability 99% of the time, twenty-four (24) hours a day, seven days a week, excluding AHCCCS/Med-QUEST/Med-QUEST approved planned downtime. Availability is calculated as follows:  $\text{availability percentage} = \frac{\text{unplanned downtime}}{\text{total downtime} - \text{approved downtime}}$  divided by total time (24X7).
- 5.15.2** With the exception of 5.15.1 above, the System shall be available 99.5% of the time, twenty-four (24) hours a day; seven days a week, excluding AHCCCS/Med-QUEST approved planned downtime. Availability is calculated as follows:  $\text{availability percentage} = \frac{\text{unplanned downtime}}{\text{total downtime} - \text{approved downtime}}$  divided by total time (24X7).
- 5.15.3** Provide and support non-disruptive rules-based data archival and subsequent retrieval. The System shall not be unavailable for extended periods of time during the archival process as defined by AHCCCS/Med-QUEST.
- 5.15.4** Provide and support non-disruptive rules-based data purging. The System shall not be

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unavailable for extended periods of time during the purge process as defined by AHCCCS/Med-QUEST.

- 5.15.5** Provide and support non-disruptive rules-based data restoration. The System shall not be unavailable for extended periods of time during the purge restore process as defined by AHCCCS/Med-QUEST.
- 5.15.6** Perform routine monitoring using software tools to measure the efficiency of online storage access and take corrective action as needed (including performance adjustments to equipment and software, or file placement as required to maximize availability, efficiency, and other attributes of service).
- 5.15.7** Ensure data received from real-time Interfaces shall be accessible in the module within three (3) seconds at least 99% of the time; excluding batch interface updates. Performance is measured by a predefined sample measuring timestamp data was received to the time data is available to query in the module database or presented to the user via a module user interface.
- 5.15.8** Response time for user-initiated functionality related to the data store including simple queries shall not exceed three (3) seconds and for complex queries whose output is greater than 10,000 rows shall not exceed thirty (30) seconds. Performance is measured by a predefined sample measuring from the user initiating simple query until return of accurate output. Also predefined sample measuring from the user initiating a complex query until the return of accurate output.
- 5.15.9** Accommodate a user interface response time of two (2) seconds or less per discrete transaction.
- 5.15.10** Response time for adding, updating, or deleting data from operational components shall not exceed three seconds per action. Performance is measured by a predefined sample measuring individually the adding, editing and deleting of data. Measure from action to completion of process. Validate 1) appropriate action to data was completed and 2) Review action history for timing.
- 5.15.11** Ensure all of the required interfaces for the module operate in accordance with the Specifications, without degradation in performance.
- 5.15.12** In the event of an unscheduled module downtime, restore availability, using procedures approved in the Business Continuity and Disaster Recovery Plan within four (4) hours from the start of the unscheduled downtime.
- 5.15.13** Provide an alternate business site if the Contractor's primary business site becomes unsafe or inoperable. The alternate business site shall be fully operational within two (2) business days of the primary business site becoming unsafe or inoperable.
- 5.15.14** Provide detailed Disaster Recovery Plan test results annually to the AHCCCS/Med-QUEST within thirty (30) days of test completion.
- 5.15.15** Provide file restoration within six (6) hours of an incident where file corruption loss is detected.
- 5.15.16** Request any planned downtime due to scheduled upgrades or maintenance, outside the normal maintenance window, a minimum of five (5) business days prior to downtime. All down time

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shall be approved by AHCCCS/Med-QUEST.

**5.15.17** Resolve all errors within the following timeframes:

- 5.15.17.1** Priority 0 Errors (system unavailable) — notification to the impacted state within thirty (30) minutes, status of error every thirty (30) minutes until the corrective action plan is approved, corrective action plan within two (2) hours.
- 5.15.17.2** Priority 1 Errors (serious production issues) — notification to the impacted state within thirty (30) minutes, status of error every one (1) hour until the corrective action plan is approved, corrective action plan within two (2) hours.
- 5.15.17.3** Priority 2 Errors (significant production issue where work around is available) — notification to the impacted state within thirty (30) minutes, status of error twice a day until the corrective action plan is approved, corrective action plan within twenty four (24) hours.
- 5.15.17.4** Priority 3 Errors (all others) — notification to the impacted state within thirty (30) minutes if during scheduled business hours otherwise beginning of next business day, status of error every twenty four (24) hours until the corrective action plan is approved, corrective action plan shall define the agreed-upon schedule between the selected Contractor and the impacted state.
- 5.15.17.5** All priority levels shall be subject to AHCCCS/Med-QUEST review and approval.
- 5.15.17.6** Upon contract award or shortly thereafter, AHCCCS/Med-QUEST shall supply contact information to the Contractor for reporting incidences in 5.15.17.
- 5.15.17.7** Have an acceptable documented risk mitigation plan submitted to AHCCCS/Med-QUEST within five (5) business days of risk identification for 100% of high or critical risks. AHCCCS/Med-QUEST shall determine the level of criticality of each risk.
- 5.15.17.8** Ensure 100% of all data interfaces identified for the Enterprise Service Bus (ESB) integration are managed and orchestrated by the ESB.

**5.16** **Data and Record Retention**

The Contractor shall maintain data and records relating to the services provided under this Contract. Records shall include, but are not limited to, financial statements, reports, EVV data and any other documents, data or records that are produced by the Contractor under this Contract.

The Contractor shall make available, at all reasonable times during the term of this Contract, data and records for inspection, audit or reproduction by any authorized representative of AHCCCS/Med-QUEST or the federal government. The Contractor shall be responsible for any costs associated with the reproduction of requested information.

The Contractor shall preserve and make available all data and records for a period of ten years from the latter of the complete termination of the Contract, the partial termination of the Contract or the date of final payment under this Contract, unless a longer period of time is required by law.

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All data, records, materials, documents, data and reports prepared by the Contractor under the Contract is, and shall remain, the property of AHCCCS/Med-QUEST.

#### **5.17 Continuity of Operations and Recovery Plan**

The Contractor shall develop a Continuity of Operations and Recovery Plan (CORP) to manage unexpected events and the threat of such occurrences, that which may negatively and significantly impact business operations and the ability to deliver services to members. The Contractor's CORP shall be updated annually. All Contractor staff shall be trained on, and be familiar with, the CORP.

The CORP shall, at a minimum, include planning and training for:

- Electronic/telephonic failure;
- Complete loss of use of the Contractor's main site and any satellite offices, in and out of State;
- Loss of primary computer system/records;
- Communication between the Contractor and AHCCCS/Med-QUEST in the event of a business disruption; and
- Periodic testing (at least annually).

The Contractor's CORP shall address short- and long-term restoration, relocation, or replacement of resources necessary to ensure the smooth continuation of operations related to AHCCCS/Med-QUEST data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware.

The Contractor's CORP shall address the rapid restoration, relocation, or replacement of resources associated with the data in the case of a disaster or other business interruption.

The Contractor shall review, test and update the CORP at least annually. At a minimum, the test shall include comprehensive tabletop exercises. Explain the process that shall be used to review, test and update the CORP. Include the frequency with which the process shall be applied.

The Contractor's CORP shall address backing up and storing data at a location sufficiently remote from the facilities at which the Contractor maintains all data in case of loss of that data at the primary site. The Contractor's CORP shall identify the location where the data shall be stored.

#### **5.18 Pending Issues**

The following constitute pending items that may be resolved after the issuance of the Contract or any Contract amendment. Any Contract changes due to the resolution of these issues will be reflected in future amendments to the Contract. Pricing may also be adjusted to reflect the financial impact of changes. The items in this paragraph are subject to change and should not be considered all-inclusive.

AHCCCS/Med-QUEST is considering adding the following EVV System enhancements for subsequent phases of the EVV Project:

- Data aggregation module interface with Electronic Health Record (EHR) Interface;
- Evaluation of direct service workers;
- System capabilities to share communication notes with agency staff;
- Verification of supervisory visits required for DCWs;



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- Module to track DCW/staff credentialing and training;
- Connectivity between the EVV System and the provider directory functions;
- MCO performance measurement data collection and monitoring;
- Customer satisfaction surveys;
- Integration of the State’s Direct Care Workforce database along with all of its associated functionality.
- The Contractor’s EVV data collection system shall provide AHCCCS/Med-QUEST flexibility to add, remove or modify the data elements subject to verification, by program and by service; and
- Interface with the AHCCCS/Med-QUEST Health Information Exchange.
- Interface with the Division of Aging and Adult Services Reporting System (DAARS). DAARS may be considered a legacy system for the Division of Aging and Adult Services (DAAS) programs and providers.

#### **5.19 Administrative Actions**

AHCCCS/Med-QUEST may impose sanctions for failure to comply with any provision of this Contract, including monetary penalties, suspension of payments and refusal to renew, or terminate this contract or any related subcontracts.

#### **6. NOTICES:**

Any notices or correspondence related to this Contract shall be sent to the parties or their designees respectively as follows:

##### **6.1 AHCCCS PROGRAM CONTACT:**

Dara Johnson (DHCM)  
Program Development Officer  
801 E Jefferson Street, MD 6500  
Phoenix, AZ 85034  
(602) 417-4362  
[Dara.Johnson@azahcccs.gov](mailto:Dara.Johnson@azahcccs.gov)

##### **6.2 AHCCCS PROCUREMENT CONTACT:**

Melannie Rustein, Sr. Procurement Specialist  
AHCCCS  
701 E. Jefferson Street, MD 5700  
Phoenix, AZ 85034  
(602) 417-4408  
[procurement@azahcccs.gov](mailto:procurement@azahcccs.gov)

#### **7. PRICING**

The Contractor must complete the Price Schedules provided in Attachment B. Offerors shall propose a firm fixed price for each of the fields contained on the pricing schedules. These schedules serve as the representation of Offeror's price. Offeror should include additional information as necessary to explain the Offeror's price.

##### **7.1 Travel –**

Travel, hotel, and per diem will be reimbursed to the Contractor as follows:

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- 7.1.1 Prior written approval from the contracting officer must be obtained. Email is sufficient.
- 7.1.2 Contractor shall submit all receipts with invoice.
- 7.1.3 AHCCCS will reimburse coach air travel to Arizona.
- 7.1.4 AHCCCS will reimburse hotel stay and per diem up to a maximum daily/nightly rate as listed on the State of Arizona's travel policies managed by the General Accounting Office:  
<https://gao.az.gov/travel/welcome-gao-ravel>  
<https://gao.az.gov/sites/default/files/5095%20Reimbursement%20Rates%20160328.pdf>

### 8. INVOICES

- 8.1 The Contractor shall submit a monthly invoice to the address listed below for fees associated with this contract.
- 8.2 Each invoice shall provide the following information, as applicable:
  - AHCCCS' assigned contract number
  - Description of services performed for each fee
  - Name of AHCCCS contact person (or program person) for this contract
  - Date(s) services were performed
  - Signature and title of authorized representative
- 8.3 Each invoice shall have adequate supporting documentation attached.
- 8.4 Unless otherwise described in this contract, all invoices shall be submitted to:  
AHCCCS  
Accounts Payable, MD 5400  
701 E. Jefferson Street  
Phoenix, AZ 85034  
[AHCCCSDBFAdminPayables@azahcccs.gov](mailto:AHCCCSDBFAdminPayables@azahcccs.gov)

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

1. **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. **AHCCCS COVERED SERVICES:** Those services set forth in A.R.S. § § 36-2907 and 36-2939, A.A.C. Title 9 Chapter 22, Articles 2 and 12 and, Chapter 28, Articles 2 and 11.
3. **ALTCS:** Arizona Long Term Care System, a program under AHCCCS that delivers long term, acute/ambulatory health, behavioral health and case management services to eligible members, authorized by A.R.S. § 36-2932.
4. **ATTACHMENT:** Any item the Solicitation requires an Offeror to submit as part of the Offer.
5. **BEST AND FINAL OFFER:** A revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service and products to be delivered. Sometimes referred to as a Final Proposal Revision.
6. **CMS:** Centers for Medicare & Medicaid Services, an organization within the U.S. Department of Health and Human Services, which administers the Medicare and Medicaid programs and the State Children's Health Insurance Program.
7. **CONTRACT:** The combination of the Solicitation, including the Instructions to Offerors, Contract Terms and Conditions, and Scope of Work; the Offer; any Best and Final Offers; any Solicitation Amendments or Contract Amendments; and any terms applied by law.
8. **CONTRACT AMENDMENT:** A written document signed by the Procurement officer that is issued for the purpose of making changes in the contract.
9. **CONTRACTOR:** A person who has a contract with AHCCCS.
10. **CRITICAL SERVICES:** Include Attendant Care, Personal Care, Homemaker and Respite care, and is inclusive of, but not limited to, tasks such as bathing, toileting, dressing, feeding, transferring to or from bed or wheelchair, and assistance with similar daily activities.
11. **DAYS:** Calendar days unless otherwise specified.
12. **DATA COLLECTION TRANSACTION FEE**  
Fixed, all-inclusive, ongoing rate per service visit that accounts for all EVV system maintenance costs (including provision and replacement of actual devices, device set-up, and device maintenance) associated with the collection of visit verification data directly from the Contractor's statewide EVV System.
13. **DATA AGGREGATION TRANSACTION FEE**  
Fixed, all-inclusive, ongoing rate per service visit that accounts for all EVV system maintenance costs (excluding devices) associated with the collection and integration of visit verification data from alternate EVV systems utilized by service providers and/or MCOs.

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14. **DEVICES:** The technological equipment used to collect visit data. Devices can include: a web based application on a smart phone or tablet, a smart phone, tablet, computer, telephone or any other technology used for the purpose of collecting member visit data.
15. **DIRECT CARE WORKER (DCW):** shallFor the purposes of the RFP, references to Direct Care Workers represent the individuals directing providing one or more of the services subject to EVV.
16. **DOWNTIME:** Is the period of time, planned or unplanned, in which the EVV System, in its entirety or any of its components, is shut off or unavailable for use.
17. **EXHIBIT:** Any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
18. **FIXED LOCATION DEVICE:** A fixed in-home device is located in a member's home or controlled by a member and generates a random number at the time of arrival and departure of the DCW/staff.
19. **GAP IN CRITICAL SERVICES:** The difference between the number of hours of critical services scheduled in each member's Service Plan and the hours of the scheduled type of critical services that are actually delivered to the member.
20. **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.
21. **HEALTH PLAN:** An organization which contracts with the AHCCCS Administration to administer the provision of a comprehensive package of AHCCCS covered acute care services, behavioral health care services and long term supports and services to AHCCCS members enrolled with the health plan.
22. **MAJOR SYSTEM UPDATES:** An upgrade to the system that includes a significant change or major improvement over the current system and that will result in substantial change to how users interface with the system. Major system updates do not include routine updates to the system.
23. **MATERIAL OMISSION:** A fact, data or other information excluded from a report, contract, etc. the absence of which could lead to erroneous conclusions following reasonable review of such report, contract, etc.
24. **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.
25. **MAY:** Indicates something that is not mandatory but permissible.
26. **OFFER:** A response to a solicitation.
27. **OFFEROR:** A vendor or person who responds to a Solicitation.
28. **PERSON:** Any corporation, business, individual, union, committee, club or other organization or group of individuals.
29. **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.

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30. **QUALIFYING COVERED SERVICE:** An AHCCCS covered service as set forth in Section 1905(a) of the Social Security Act and listed in the AHCCCS Medicaid State Plan as a covered service and as further defined in this contract and the AHCCCS Medical Policy Manual. The service shall also be medically necessary and included in the qualified child's IEP as a related service.
31. **QUALIFYING SYSTEM:** An EVV operated by a provider prior to the implementation of the EVV System solicited under the terms of this RFP. The provider's legacy EVV System is any existing commercial off-the-shelf or customized systems currently operated by a provider.
32. **RFP:** Request For Proposal; document prepared by AHCCCS which describes the services required and which instructs a prospective Offeror how to prepare a response (proposal).
33. **SCOPE OF WORK:** Those provisions of this solicitation which specify the work and/or results to be achieved by the Contractor.
34. **SHALL:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
35. **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.
36. **SOLICITATION:** An Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
37. **SOLICITATION AMENDMENT:** A written document that is authorized by the Procurement officer and issued for the purpose of making changes to the Solicitation.
38. **STATE:** The State of Arizona and Department or Agency of the State that executes the Contract.
39. **STATE FISCAL YEAR:** The period beginning with July 1 and ending June 30.
40. **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.
41. **TELEPHONY:** A collective term for all types of voice equipment that are designed to allow interactive communication between two points.
42. **THIRD PARTY:** An individual, entity or program that is or may be liable to pay all or part of the medical cost of injury, disease or disability of an AHCCCS applicant, eligible person or member (including a qualified child), as defined A.A.C. R9-22, Article 10.
43. **THIRD PARTY LIABILITY:** The resources available from an individual, entity program that is or may be, by agreement, circumstance or otherwise, liable to pay all or part of the medical expenses incurred by an applicant, eligible person or member (including a qualified child) as defined in A.A.C. R9-22, Article 10.
44. **TITLE XIX:** Title XIX of the Social Security Act means Medicaid as defined in 42 U.S.C. 7.19.

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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 (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.
- 2.2 **Solicitation Contact Person:** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officer.
- 2.3 **Submission of Inquiries:** All inquiries related to the Solicitation are required to be submitted via email to the Procurement Officer listed on the front page of this solicitation and on the AHCCCS Q and A form. All responses to inquiries will be answered in the form of a solicitation amendment. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Offerors are prohibited from contacting any State employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.
- 2.4 **Timeliness:** Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted no later than the date and time indicated on the Notice of Request for Proposal (RFP front page) for review and determination by AHCCCS. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 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. Offerors should raise any questions they may have about the Solicitation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 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 Person. Requests shall be made as early as possible to allow time to arrange the accommodation.

**3 Offer Preparation:**

- 3.1 **Electronic Documents:** The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.

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- 3.2 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 intent to be bound, such as an original signature, may result in rejection of the Offer.
- 3.3 Subcontracts: Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.4 Cost of Offer Preparation: AHCCCS will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.5 Federal Excise Tax: The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- 3.6 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.
- 3.6.1 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.
- 3.7 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.
- 3.8 Disclosure: If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 3.9 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.
- 3.10 Federal Immigration and Nationality Act: By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion, require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply the adequate

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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.

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

#### 4 Submission of Offer:

- 4.1 Sealed Envelope or Package: Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers 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 Offer and Acceptance: Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.
- 4.3 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.
- 4.4 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.
- 4.5 (reserved)
- 4.6 Public Record: All Offers submitted and opened are public records and shall be retained by the State for six (6) years. Offers shall be open and available to public inspection after Contract award, except for such Offers deemed to be confidential by the State.
- 4.7 Non-collusion, Employment, and Services: By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
- 4.7.1 The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- 4.7.2 The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.



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### 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 **Late Offers:** An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.4 **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.
- 5.5 **Offer Acceptance Period:** An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred and twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred and twenty (120) days from the Best and Final Offer due date.
- 5.6 **Waiver and Rejection Rights:** Notwithstanding any other provision of the Solicitation, AHCCCS reserves the right to:
  - 5.6.1 Waive any minor informality;
  - 5.6.2 Reject any and all Offers or portions thereof; or
  - 5.6.3 Cancel the Solicitation.

### 6 **Award:**

- 6.1 **Number or Types of Awards:** AHCCCS reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is deemed most advantageous to AHCCCS and to the State.
- 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:** Any protest shall comply with and be resolved according to A.R.S. § 36-2906 and rules adopted thereunder. Protests shall be in writing and be filed with the AHCCCS Procurement officer. Any protest of a solicitation shall be filed at least fourteen (14) days before the due date of receipt of proposals. Any protest of an award shall be filed no later than ten (10) days after the procurement officer makes the procurement file available for public inspection. A protest shall include:

- 7.1 The name, email address and telephone number of the interested party;
- 7.2 The signature of the interested party or its representative;
- 7.3 Identification of the purchasing agency and the Solicitation or Contract number;

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- 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 solicitation shall be submitted **via email using the AHCCCS Q&A form found on the AHCCCS website** to the Procurement Officer identified on the first page of this solicitation document. Offerors may not contact other AHCCCS employees concerning this solicitation.
2. **Evaluation Criteria:** In accordance with the A.R.S. 36-2903 et seq., awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

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

- 2.1 Evaluation Criteria 1: Method of Approach
- 2.2 Evaluation Criteria 2: Experience and Expertise of the Firm and Key Personnel
- 2.3 Evaluation Criteria 3: Cost

3. **Proposal Information:** Offeror shall submit their proposal as **one (1) original and five (6) copies (total of 7 sets)** as well as **one (1) CD, thumb drive or electronic device** with the same information. The proposals should be clearly labeled "**ORIGINAL**" or "**COPY.**"

The proposal shall include the following:

### 3.1 **Proposed Method of Approach:**

- 3.1.1 Proposals will be evaluated based on the Offeror's distinctive plan for providing the System. The Offeror shall utilize a written narrative or 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 Offeror should respond to all of the Sections outlined in the Scope of Work explaining how their proposed System will accomplish each task listed.

The method of approach shall describe in detail the method of approach for the items listed below:

- Overall Requirements
- Documentation and Certification
- Non-Discrimination
- Regulatory System Compliance Requirements
- Other System Architecture Requirements
- System and Data Exchange Requirements
- Data Collection
  - Visit Verification
  - Alerts
  - Gap Reporting
  - Manual Visit Verification
  - Scheduling Module
  - EVV Equipment
  - EVV System Capabilities
- Data Aggregation
  - Interfaces Section 5.6.5.1-8

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- Reporting Capabilities and User Portals
- User Training/User Manual
- User Support
- Testing, deployment and roll out support
- Maintenance and Operational Procedures
- Data Security and Privacy

3.1.2 Since the evaluators have already read the Scope of Work for the services described, it is not necessary for the Offeror to repeat the exact language, nor to present a paraphrased version, as an original idea for a technical approach. 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 used to describe a technical process

3.1.3 The Offeror shall include a proposed timeline and description for standard implementation and other proposed major milestones. The timeline shall include the option for AHCCCS and Med-QUEST to have different release schedules as part of the final plan. (Section 5.14)

3.1.4 The Offeror shall limit its written response in this section to **fifty-five (55) pages**. The method of approach shall be limited to fifty (50) pages and the timeline shall be limited to five (5) pages.

### 3.2 **Experience and Expertise of the Firm and Key Personnel:**

3.2.1 The Offeror shall submit information documenting successful and reliable experience in past performances as related to the services in this RFP. The Offeror's experience, past performance, and capacity will be evaluated on the extent of its success in managing and integrating work relevant to that defined in the Scope of Work. In addition to the following narrative, the Offeror shall complete Attachment C: COTS Questionnaire.

3.2.1.1 The Offeror shall describe the Offeror's and its subcontractor(s) demonstrated experience with electronic visit verification projects similar in size, complexity and duration.

3.2.1.2 The Offeror shall describe the Offeror's and its subcontractor(s) past performance in successfully implementing and operating electronic visit verification systems for home and community-based programs and health care purchasers, and whether the experience was in the public sector, health care environment specifically in State Medicaid programs.

3.2.1.3 The Offeror shall describe in detail their capacity (including project management staff and technical resources) to meet all of the requirements in this RFP and shall include their plan for assuring that appropriate staffing is available on day one (1) of and throughout the life of the contract.

3.2.1.4 The qualifications of the key personnel proposed by the offeror to perform the requirements of this solicitation will be considered in the evaluation. Therefore, the offeror should submit detailed information related to the

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experience, technical expertise and qualifications for each key personnel proposed. Offeror should provide the names, titles and a resume for all proposed key personnel; clerical staff is not considered key personnel.

3.2.1.5 The offeror should provide an organizational chart which clearly shows the reporting and lines of authority; to include all proposed key personnel and any proposed subcontractors. The organizational chart should identify the prime point of contact between the Offeror and the States Project Manager.

### 3.3 **Cost:**

3.3.1 The evaluation of the category of cost shall be based on the prices, as indicated on the Attachment B: Pricing Schedule submitted with Offeror's proposal.

3.3.2 The Offeror's pricing schedule shall separately price Implementation, data collection and data aggregation processes.

3.3.3 The Offeror shall provide complete operational and implementation cost details. Information should be provided on the costs associated with any tool or technology and the operational costs.

3.3.4 The Offeror shall clearly state all assumptions underlying the Offeror's price proposal.

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

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

### 4. **Additional Instructions for Submittal of Proposal:**

4.1 The material should be arranged and submitted in the sequence dictated on the "Offeror's Checklist" for this solicitation. 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.

4.2 When submitting your proposal, ensure your company name and AHCCCS solicitation number is clearly marked on the outside of the package. AHCCCS is not responsible for supplying boxes, envelopes, tape, etc. to Offerors at time of proposal delivery.

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

6. **Financial Stability** The Offeror shall be financially stable and if requested shall be able to substantiate the financial stability of its company. Upon written request from AHCCCS, the Offeror shall submit an annual financial statement for itself, and parent company (if applicable) within five (5) business days of request. The State reserves the right to request additional documentation from the Offeror and to request reports on

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financial stability from independent financial rating services. The State reserves the right to reject any Offeror who does not demonstrate financial stability sufficient for the scope of this contract award.

7. **Clarification of Offers:** AHCCCS may request clarification of an offer any time after receipt. Clarifications may be requested orally or in writing. If clarifications are requested orally, the Offeror shall confirm the request in writing. A request for clarifications shall not be considered a determination that the Offeror is susceptible for award.
8. **Negotiations:** Negotiations may be conducted orally or in writing at the discretion of AHCCCS. Negotiations may be conducted in order to improve offers in such areas of cost, price, specifications performance, or terms, to achieve best value for the State. Negotiations may include demonstrations (oral presentations). Award(s) may be made without negotiations; therefore, offers should be submitted on most favorable terms.
9. **Final Proposal Revisions / Best and Final Offers:** Written Final Proposal Revisions, or Best and Final Offers, will be requested from any Offeror with whom negotiations have been conducted, unless the Offeror has been determined not within the competitive range, not susceptible for award or non-responsible.
10. **Request for Confidential/Proprietary Determination:**
  - 10.1 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 shall be presented to the Procurement Officer at the same time as the bid, proposal, offer, specification or protest.
  - 10.2 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.**
  - 10.3 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.
  - 10.4 In addition to the required detailed legal analysis, the Offeror shall summarize in their Submittal Letter the distinct portions, including exact page numbers, of their document is requested to be kept confidential.
  - 10.5 If any pieces of your proposal are being requested to be kept confidential, and withheld from public viewing, please submit an additional redacted copy of the proposal **ON A SEPARATE CD. thumb drive or other electronic device** . Our office does not require a hard copy of the redacted proposal, only an electronic copy. This will ensure that our office is crystal clear on which version of your proposal is acceptable for public viewing.
  - 10.6 IV&V Vendor: An Independent Verification and Validation (IV&V) vendor will be monitoring the project on behalf of CMS and will have access to all materials, technology, communications, and

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plans submitted by an offeror in response to this solicitation. This access will continue through the life of the project.

### 11. **Responsibility, Responsiveness and susceptibility**

In accordance with A.R.S. 41-2534(G), A.A.C. R2-7-C311, A.A.C. R2-7-C312, and A.A.C. R2-7-C316, the State shall consider, at a minimum the following criteria when determining and Offeror's responsibility, as well as the proposal's responsiveness and susceptibility for contract award.

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

# UNIFORM TERMS AND CONDITIONS

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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, A.R.S. § 36-2906 and its implementing rules.

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.

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



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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 noncompliance 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.

- 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

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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 A.R.S. § 23-214, Subsection A.

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

#### 4. Costs and Payments

4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

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

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

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

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

4.5.1 Accept a decrease in price offered by the Contractor;

4.5.2 Cancel the Contract; or

4.5.3 Cancel the contract and re-solicit the requirements.

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

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

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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
- 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:

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- 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.

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 licenses 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 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.

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

### 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 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

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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.

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. 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. **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.
3. **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.
4. **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:
  - 4.1 The Contractor provides material that does not meet the specifications of the contract;
  - 4.2 The Contractor fails to adequately perform the services set forth in the specifications of the contract;
  - 4.3 The Contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
  - 4.4 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.
  - 4.5 The Procurement officer may resort to any single or combination of the following remedies:
    - 4.5.1 Cancel any contract;
    - 4.5.2 Reserve all rights or claims to damage for breach of any covenants of the contract;
    - 4.5.3 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.
    - 4.5.4 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:
      - 4.5.4.1 Deduction from an unpaid balance;
      - 4.5.4.2 Collection against the bid and/or performance bond; or
      - 4.5.4.3 Any combinations of the above or any other remedies as provided by law.
5. **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
  - 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 by the contract;



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- 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 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.
  - 5.5.1 Cancel any contract;
  - 5.5.2 Reserve all rights or claims to damage for breach of any covenant of the contract;
  - 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 no-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 combination of the above or any other remedies as provided by law.
6. **Contract Disputes:** Contract claims and disputes shall be adjudicated in accordance with State Law, AHCCCS Rules and this contract. Except as provided by 9 A.A.C. Chapter 22, Article 6, the exclusive manner for the Contractor to assert any dispute against AHCCCS shall be in accordance with the process outlined in 9 A.A.C. Chapter 34 and A.R.S. §36-2932.
  - 6.1 All disputes except as provided under 9 A.A.C. Chapter 22, Article 6 shall be filed in writing and be received by AHCCCS no later than 60 days from the date of the disputed notice. All disputes shall state the factual and legal basis for the dispute.
  - 6.2 Pending the final resolution of any disputes involving this contract, the Contractor shall proceed with performance of this contract in accordance with AHCCCS' instructions, unless AHCCCS specifically, in writing, requests termination or a temporary suspension of performance.
7. **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.
8. **Confidentiality of Records and Disclosure of Confidential Information:**
  - 8.1 The Contractor shall not, without prior written approval from AHCCCS, either during or after the performance of the services required by this contract, use, other than for such performance, or disclose to any 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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- 8.2 The Contractor shall establish and maintain written policies procedures and controls, approved by AHCCCS, governing access to, duplication of, and dissemination of all such information for the purpose of assuring that no information contained in its records or obtained from AHCCCS or others carrying out its functions under the contract, is used or disclosed by it, its agents, officers or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to AHCCCS. The Contractor's data safeguard program shall further conform to the data confidentiality and security requirements of AHCCCS policy and procedures, and all-relevant state and federal requirements, including HIPAA standards.
- 8.3 The disclosure of information in summary, statistical, or other form that does not identify particular individuals is permitted only with prior AHCCCS approval. The use or disclosure of information concerning Members will be limited to purposes directly connected with the scope of this contract.
- 8.4 The Contractor shall advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. A signed confidentiality statement containing language approved by AHCCCS will be obtained from all employees, agents and subcontractors, if any, and maintained in the individual's personnel file with a copy sent to AHCCCS upon request.
9. **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.
10. **Contract:**
- 10.1 The contract between AHCCCS and the Contractor shall consist of (1) the Request for Proposal (RFP) including AHCCCS policies and procedures incorporated by reference as part of the RFP and (2) the proposal submitted by the Contractor in response to the RFP including any Best and Final Offers. In the event of a conflict in language between the proposal (including any Best and Final Offers) and the RFP (including AHCCCS policies and procedures incorporated by reference), the provisions and requirements set forth and/or referenced in the RFP (including AHCCCS policies and procedures incorporated by reference) shall govern.
- 10.2 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.
11. **Fraud and Abuse:**
- 11.1 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.
- 11.2 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.
- 11.3 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.

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- 12. Independent Contractor and Employees of Contractor:** The Contractor represents himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Arizona and/or AHCCCS. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, etc. All employees of the Contractor employed or in performance of work under this Contract shall be employees of the Contractor at all times and not of AHCCCS. The Contractor shall comply with the Social Security Act, Workers' Compensation laws and unemployment laws of the State of Arizona as well as federal, state and local legislation relevant to the Contractor's business.
- 13. 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.
- 14. Lobbying:** No funds paid to the Contractor by AHCCCS, or interest earned thereon, shall be used for the purpose of influencing or attempting to influence an officer or employee of any federal or State agency, a member of the United States Congress or State Legislature, an officer or employee of a member of the United States Congress or State Legislature in connection with awarding of any federal or State contract, the making of any federal or State grant, the making of any federal or State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal or State contract, grant, loan, or cooperative agreement. The Contractor shall disclose if any funds other than those paid to the Contractor by AHCCCS have been used or will be used to influence the persons and entities indicated above and will assist AHCCCS in making such disclosures to CMS.
- 15. No Guaranteed Quantities:** AHCCCS does not guarantee the Contractor any minimum or maximum quantity of services or goods to be provided under this contract.
- 16. 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.
- 17. Ownership of Information and Data:**

  - 17.1 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.
  - 17.2 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

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Procurement officer. For purposes of this subsection, the term "data" shall not include member medical records.

- 17.3 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.

#### **18. Records:**

- 18.1 In addition to the requirements set forth in this contract under the Uniform Terms and Conditions, all books and records shall be maintained to the extent and in such detail as required by AHCCCS Rules and Policies. The AHCCCS records management guidelines are located at: <http://www.azahcccs.gov>. Records shall include, but not be limited to, financial statements, case files (both hard copy and stored data), and other records specified by AHCCCS.
- 18.2 The Contractor shall make available at its office at all reasonable times during the term of this contract and the period set forth in in this section, any of its records for inspection, audit or reproduction by any authorized representative of AHCCCS, State or federal government.
- 18.3 The Contractor shall preserve and make available all records for a period of ten (10) years from the date of final payment under this contract except as provided below:
- 18.3.1 If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
- 18.3.2 Records that relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by AHCCCS, shall be retained by the Contractor for a period of five years after the date of final disposition or resolution thereof.
- 18.3.3 Completed case files shall be scheduled for archive shipment to AHCCCS, as defined by AHCCCS Policy and Procedures.

19. **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.

#### **20. Term of Contract and Option to Renew:**

- 20.1 The initial term of this contract shall be for three (3) initial years with two (2) one-year options to extend, not to exceed a total contracting period of five (5) years. The terms and conditions of any such contract extension shall remain the same as the original contract, as amended. All contract extensions shall be through contract amendment, and shall be at the sole option of AHCCCS.

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- 20.2 When the Procurement officer issues an amendment to extend the contract, the provisions of such extension will be deemed to have been accepted 60 days after the date of mailing by the Procurement officer, even if the extension amendment has not been signed by the Contractor, unless within that time the Contractor notifies the Procurement officer in writing that it refuses to sign the extension amendment. If the Contractor provides such notification, the Procurement officer will initiate contract termination proceedings.
- 20.3 If the Contractor chooses not to renew this contract, the Contractor may be liable for certain costs associated with the transition of its members to a different Contractor. If the Contractor provides the Procurement officer written notice of its intent not to renew this contract at least 180 days before its expiration, this liability for transition costs may be waived by the Procurement officer.

#### **21. Warranty**

Unless otherwise modified elsewhere in the terms and conditions, the Contractor warrants that, for one year after acceptance by the State, the Materials shall be fully compatible with the State's computer hardware and software environment.

Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors shall perform the Services described in this Contract in accordance with the Scope of Work.

Contractor represents and warrants that the Materials provided through this Contract and Scope of Work shall be free of viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Materials, collect unlawful personally identifiable information on users or prevent the Materials from performing as required under the terms and conditions of this Contract.

#### **22. Intellectual Property**

Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, or trade secrets created or conceived solely pursuant to or as a result of this Contract and any related subcontract (collectively, the "Intellectual Property"), shall be work made for hire and the State shall be the owner 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 through the world. Software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract ("Independent Materials") do not constitute Intellectual Property. If Contractor creates derivative works of Independent Materials, then the elements of such derivative works created pursuant to this Contract shall constitute Intellectual Property owned by the State. 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.

Notwithstanding the foregoing, if the State elects, in its sole and absolute discretion, to relinquish its ownership interest in any or all of the Intellectual Property, the State shall have the rights to use, modify, reproduce, release,

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perform, display, sublicense or disclose such Intellectual Property within State government and operations without restriction for any activity in which the State is a party (collectively, "Government Purpose Rights").

**23. Indemnification**

Contractor shall indemnify, defend with counsel reasonably approved by the State, and hold harmless, the State, its departments, agencies, boards, commissions, universities, officers, agents and employees (collectively, the "Indemnitee") from and against any and all claims, actions, damages, costs (including attorneys' fees), and losses arising under this Contract, including, but not limited to, bodily injury or personal injury (including death) or loss or damage to tangible or intangible property, but excluding damages arising solely from the gross negligence or willful misconduct of the Indemnitee. This indemnification obligation includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of the Contractor to comply with any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor shall have control, subject to the reasonable approval of the State, of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when substantial principles of government of public law are involved, or when involvement of the State is otherwise mandated by law, the State may elect, in its sole and absolute discretion, to participate in such action at its own expense with respect to attorneys' fees and costs, but not liability and the State shall have the right to approve or disapprove any settlement which approval shall not be unreasonably withheld or delayed. The State shall reasonably cooperate in its defense and any related settlement negotiations.

**24. LIMITATION OF LIABILITY**

First Party Limitation of Liability

Contractor's liability for first party damages to the State arising from this Contract shall be limited to 2 time(s) the maximum not-to-exceed amount of this Contract. The foregoing limitation of liability shall not apply to: (i) liability, including indemnification obligations, for third party claims, including but not limited to, infringement of third party intellectual property rights; (ii) claims covered by any specific provision of the Contract calling for liquidated damages or other amounts, including but not limited to performance requirements; or (iii) costs or attorneys' fees that the State is entitled to recover as a prevailing party in any action.

**25. Intellectual Property Indemnification**

With respect solely to Materials provided or proposed by Contractor or Contractor's agents, employees, or subcontractors (each a "Contractor Party") for the performance of this Contract, Contractor shall indemnify, defend and hold harmless the State its departments, agencies, boards, commissions, universities, officers, agents and employees (collectively, the "Indemnitee"), against any third-party claims for liability including but not limited to, reasonable costs and expenses, including attorneys' fees, for infringement or violation of any patent, trademark, copyright or trade security, by such Materials or the State's use thereof.

In addition, with respect to claims arising from computer hardware or software manufactured or developed solely by a third party, Contractor shall pass through to the State such indemnity rights as it receives from such third party (the "Third Party Obligation") and will cooperate in enforcing then; provided, however, that (i) if the third party manufacturer fails to honor the Third Party Obligation, or (ii) the Third Party Obligation is insufficient to fully indemnify the State, Contractor shall indemnify, defend and hold harmless the State against such claims in their entirety or for the balance of any liability not fully covered by the Third Party Obligation.

The State shall reasonably notify Contractor of any claim for which the Contractor may be liable under this section. If the Contractor is insured pursuant to ARS 41-621 and 35-154, this section shall not apply. Contractor shall have control, subject to the reasonable approval of the State, of the defense of any action on such claim and all negotiation for its settlement or compromise, provided, however, that when substantial principles of government or public law are involved or when involvement of the State is otherwise mandated by law, the State may elect, in

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its sole and absolute discretion, to participate in such action at its own expense with respect to attorneys' fees and costs, but not liability, and the State shall have the right to approve or disapprove any settlement, which approval shall not be unreasonably withheld or delayed. The State shall reasonably cooperate in the defense and any related settlement negotiations.

If Contractor believes at any time that any Materials provided or in the use pursuant to this Contract infringe a third party's intellectual property rights, Contractor shall, at Contractor's sole cost and expense, and upon receipt of the state's prior written consent, which shall not be unreasonably withheld, (i) replace in infringing Material with a non-infringing Material; (ii) obtain for the State the right to continue to use the infringing Material; or (iii) modify the infringing Material to be non-infringing, provided that following any replacement or modification made pursuant to the foregoing, the Material continues to function in accordance with the Contract. Contractor's failure or inability to accomplish any of the foregoing shall be deemed a material breach of this Contract.

Notwithstanding the foregoing, Contractor shall not be liable for infringement based solely on any Indemnitee's:

- (i) Modification of Materials provided by Contractor other than as contemplated by the Contract or the specifications of such Materials or as otherwise authorized or proposed in any way by Contractor or a Contractor Party;
- (ii) Use of the Materials in a manner other than as contemplated by this Contract or the specifications of such Materials, or as otherwise authorized or proposed in any way by Contractor or a Contractor Party; or
- (iii) Use of the Materials in combination, operation, or use with other products in a manner not contemplated by the Contract, or, the specifications of such Materials, or as otherwise authorized or proposed in any way by Contractor or a Contractor Party.

Contractor certifies, represents and warrants to the State that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of the Contractor for the acquisition, operation or maintenance of Materials in violation of intellectual property laws.

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**1. Indemnification:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (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 Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of 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. This indemnification will survive the termination of the above listed contract with the Contractor.

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. Insurance Requirements**

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

**Minimum Scope and Limits of Insurance**

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

**Commercial General Liability (CGL) – Occurrence Form**

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

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Each Occurrence	\$1,000,000



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- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

#### **Business Automobile Liability**

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

- Combined Single Limit (CSL) \$1,000,000

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

#### **Workers' Compensation and Employers' Liability**

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

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

#### **Network Security (Cyber) and Privacy Liability**

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

- a. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber

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extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

- b. In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- c. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.
- d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

#### **Additional Insurance Requirements**

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

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

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

#### **Notice of Cancellation**

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

#### **Acceptability of Insurers**

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

#### **Verification of Coverage**

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

All such certificates of insurance and policy endorsements shall be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

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

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

**Subcontractors**

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

**Approval and Modifications**

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

**Exceptions**

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

# HIPAA Business Associate Addendum

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

### 1. DEFINITIONS

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

### 2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

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

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- I. An assessment of whether a breach, as defined in 45 CFR 164.402, including, if necessary, an assessment of the probability of harm, and
- J. Such other information, as may be reasonably requested by the AHCCCS Privacy Official.

Business Associate shall provide AHCCCS with supplemental reports promptly as new information becomes available, as assessments and action plans are developed, and as action plans are implemented. In any event, Business Associate shall provide a comprehensive written report including all of the information listed above no later than twenty (20) days after discovery of the unauthorized use or disclosure.

- 2.3.2. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Contract.
- 2.3.3. Sanctions. Business Associate shall have and apply appropriate sanctions against any employee, subcontractor or agent who uses or discloses AHCCCS PHI in violation of this Addendum or applicable law.
- 2.4. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information;
- 2.5. Make available PHI in a designated record set to AHCCCS as necessary to satisfy AHCCCS' obligations under 45 CFR §164.524;
- 2.6. Make any amendment(s) to PHI in a designated record set as directed or agreed to by AHCCCS pursuant to 45 CFR §164.526, or take other measures as necessary to satisfy AHCCCS' obligations under 45 CFR §164.526;
- 2.7. Maintain and make available the information required to provide an Accounting of Disclosures to AHCCCS as necessary to satisfy AHCCCS' obligations under 45 CFR §164.528;
- 2.8. To the extent Business Associate is to carry out one or more of AHCCCS' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to AHCCCS in the performance of such obligation(s); and
- 2.9. Make its internal practices, books and records available to AHCCCS and the Secretary for purposes of determining compliance with the HIPAA rules.

### 3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 3.1. Business Associate may only use or disclosure PHI as necessary to perform the services and obligations set forth in the underlying Contract;
- 3.2. Business Associate may use or disclose protected health information as required by law;
- 3.3. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with AHCCCS' Minimum Necessary Policy, located at [www.azahcccs.gov](http://www.azahcccs.gov);

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- 3.4. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by AHCCCS, except for the specific uses and disclosures set forth below in (3.5 and 3.6);
- 3.5. Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and
- 3.6. Business Associate may provide data aggregation services relating to the health care operations of AHCCCS.

#### 4. PROVISIONS FOR AHCCCS TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS

- 4.1. AHCCCS shall notify Business Associate of any limitation(s) in the AHCCCS Notice of Privacy Practices (found at [www.azahcccs.gov](http://www.azahcccs.gov)) under 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;
- 4.2. AHCCCS shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and
- 4.3. AHCCCS shall notify Business Associate of any restriction on the use or disclosure of PHI that AHCCCS has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

#### 5. TERM AND TERMINATION

- 5.1. Term: This Addendum is effective upon the effective date of the underlying Contract and shall terminate on the date AHCCCS terminates the contract for cause as authorized in paragraph (b) of this Section, or for any other reason permitted under the contract, whichever is sooner.
- 5.2. Termination for Cause: Business Associate authorizes termination of the Contract by AHCCCS if AHCCCS determines that Business Associate has breached a material term of this Addendum and Business Associate has not cured the breach or ended the violation within the time specified by AHCCCS.
- 5.3. Obligations of Business Associate Upon Termination: Upon termination, cancellation, expiration or other conclusion of the Contract, Business Associate, with respect to PHI received from AHCCCS, or created, maintained, or received by Business Associate on behalf of AHCCCS, shall:
  - 5.3.1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - 5.3.2. Destroy or return to AHCCCS all remaining PHI that the Business Associate still maintains in any form;
  - 5.3.3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
  - 5.3.4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in this Addendum that applied prior to termination; and

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5.3.5. Destroy or return to AHCCCS the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal and contractual responsibilities.

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

## 6. INDEMNIFICATION AND MISCELLANEOUS

6.1. Indemnification: Business Associate shall indemnify, hold harmless and defend AHCCCS from and against any and all claims, losses, liabilities, costs, civil and criminal penalties, and other expenses resulting from, or relating to, the acts or omissions of Business Associate, its employees, agents, and sub-contractors in connection with the representations, duties and obligations of Business Associate under this Addendum. The parties' respective rights and obligations under this Section shall survive termination of the Contract.

6.2. Regulatory References: A reference in this Addendum to a section in the HIPAA rules means the section as in effect or as amended.

6.3. Amendment: The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA rules or any other applicable law.

6.4. Interpretation: Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA rules.

# ATTACHMENT A: Certification Regarding Boycott of Israel

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Recognizing legislation has been enacted to prohibit the State from contracting with companies currently engaged in a boycott of Israel, to ensure compliance with A.R.S. §35-393.01, this form shall be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
  - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
  - (a) together with other investors that are not subject to this section.
  - (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

**All Offerors shall select one of the following:**

\_\_\_\_\_ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01.

\_\_\_\_\_ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01. :

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

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

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Title



# **ATTACHMENT B: Pricing Schedule**

**YH19-0025**

## **Electronic Visit Verification**

### **1. PRICING OVERVIEW**

AHCCCS serves solely as a pass-through entity for the payment for services under this contract. Offeror is required to propose pricing for their proposed method of approach for each program component as identified below. The rate shall be inclusive of all costs associated with the delivery of the service. No additional fees will be paid by AHCCCS.

### **2. PRICE PROPOSAL**

ATTACHMENT B: Pricing Schedule provided separately on the AHCCCS website under Open Solicitations. The Offeror shall complete this Attachment and submit with its Proposal.

### **3. RATE TERMS AND REVISIONS**

Rates quoted shall be for the five years of the contract.

# ATTACHMENT C: COTS Questionnaire

YH19-0025

## Electronic Visit Verification

Fill out and submit the Attachment with the Offeror's Proposal. The Contractor shall meet the following minimum requirements:

The Contractor's EVV System shall be a COTS-based (Commercial Off-the-Shelf) software solution.

1. Does your system comply with this requirement?

YES

NO

2. Approximately what percent of your proposed solution shall require customization for Arizona and Hawaii?

\_\_\_\_\_ %

The Contractor's EVV System for personal care or home health care shall be currently operational and functioning as intended with at least one other State Medicaid Agency or a Medicaid service provider.

3. Does your system comply with this requirement?

YES

NO

4. List the other State Medicaid Agencies or a Medicaid service provider(s) where your system is operational and functioning as intended. Attach additional pages as necessary. Include for each agency listed:

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

# Attachment D: OFFEROR'S CHECKLIST

YH19-0025

## Electronic Visit Verification

**Note to Prospective Offerors:** This page is added to the 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. **Provide the page number where this item is located within your proposal, in the right hand column. All items shall be included and in this order.**

	SUBMISSION REQUIREMENTS	OFFEROR'S PROPOSAL Page #
1	Seven (7) Hard Copies of the proposal 1 marked ORIGINAL 6 marked COPY, 1 Electronic Copy on a CD, thumb drive or electronic device	na
2	Submittal Cover Letter	
3	Offeror's Checklist (this page)	
4	Completed and Signed Offer and Acceptance page	
5	Signed Solicitation Amendments, if any (signature page only)	
6	Method of Approach - Written narrative	
7	Experience and Expertise of the Firm and Key Personnel – Written Narrative <ul style="list-style-type: none"> <li>• Successful and reliable experience in related past performance</li> <li>• Detailed related information and resumes of Key Personnel</li> <li>• Organizational Chart</li> </ul>	
8	Attachment B: Pricing Schedule	
9	Attachment A: Certification Regarding Boycott of Israel	
10	Attachment C: COTS Questionnaire	
11	Statement of Intent to provide Certificate of Insurance	
12	Detailed Legal Analysis (If any portions are requested to be kept confidential or proprietary)  If any pieces of your proposal are <b>being requested to be kept confidential, and withheld from public viewing</b> , please submit an additional redacted copy of the proposal ON A SEPARATE CD. Our office does not require a hard copy of the redacted proposal, only an electronic copy. This will ensure that our office is crystal clear on which version of your proposal is acceptable for public viewing.	

**END OF SOLICITATION**

**YH19-0025**

**Electronic Visit Verification**

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