State Medicaid Advisory Committee (SMAC)

Wednesday, August 19, 2015
AHCCCS
Gold Room - 3rd Floor
701 E. Jefferson Street
1 p.m. – 3 p.m.

Agenda	
I. Welcome	Director Tom Betlach
II. Introductions of Members	ALL
III. Approval of April 8, 2015 meeting summary	ALL
Agency Updates	
IV. AHCCCS Update • SIM Update	Director Tom Betlach
V. Integration Update	Tom Betlach
VI. CMS Update	Theresa Gonzales
VII. PCH SNCP	Monica Coury
VIII. Waiver	Monica Coury
IX. Voluntary Resolution Agreement (VRA)	Matt Devlin
X. Membership • New Members • Terms	ALL
Discussion	
XI. Call to the Public	Director Thomas Betlach
XII. Adjourn at 3:00 p.m.	ALL

2015 SMAC Meetings

Per SMAC Bylaws, meetings are to be held the 2nd Wednesday of January, April, July and October. All meetings will be held from 1 p.m.- 3 p.m. unless otherwise announced at the AHCCCS Administration 701 E. Jefferson, Phoenix, AZ 85034, 3rd Floor in the Gold Room:

January 20, 2015
April 8, 2015
August 19, 2015
October 7, 2015

For more information or assistance, please contact Theresa Gonzales at (602) 417-4732 or theresa.gonzales@azahcccs.gov

April 2015 Meeting Summary

State Medicaid Advisory Committee (SMAC) Meeting Summary
Wednesday, April 8, 2015, AHCCCS, 701 E. Jefferson, Gold Room
1:00 p.m. – 3:00 p.m.

Members in attendance: Tom Betlach Cory Nelson Kathy Waite Tara McCollum Plese Kathleen Collins Pagels Amanda Aguirre	Leonard Kirschner Phil Pangrazio Steve Jennings Vernice Sampson Tomas Leon Kathy Byrne by phone Kim VanPelt by phone
Members Absent: Kevin Earle, Peggy Stemmler	
Staff and public in attendance: Theresa Gonzales, Exe Const. III, AHCCCS Markay Adams, BH Coordinator, AHCCCS Denise Taylor-Sands, Tribal HCC, AHCCCS Jane Stephen, Health Policy, Allegan Julianna Rocha, Benefit Specialist, SW Network Aracely Ritchie, Benefit Specialist, SW Network Scott Larson, SAM, BMS Riki Maio, Policy & Planning, DES	Sabrina Aery, Sr. Sam, BMS Marcus Wilson, Policy & Planning, DES Carie Harter, Gov't. Relations, VIIV HC Eric Rouse, Sr. AM, Eli Lilly & Co. Marcus Johnson, Asst. Director Policy, AzHHA Michelle Pabis, Honor Health Kelli Strother, Acct. Executive, Otsuka Kelly Brauns, DM, Otsuka Shannon Groppenbacher, Director Health Policy, JNJ

AGENDA

I. Welcome & Introductions — **Tom Betlach**

II. Introductions of Members — **All**

III. Approval of January 20, 2015 Meeting Summary/Minutes — **Unanimous**

AGENCY UPDATES

IV. AHCCCS Updates — **Tom Betlach**

- Federal Marketplace
- ACA Related Litigation
- Health Sector Profit Margins
- AHCCCS Adult Expansion Population
- AHCCCS Combined Prop 204 & Expansion Adult Populations
- AHCCCS Enrollment Growth
- AHCCCS Strategic Plan
- Payment Modernization
- Administrative Simplification
- Formalizing the Partnership

AHCCCS Updates (continued)

- Guiding Principles
  - A seamless transition
  - Focus on member services will continue.
  - We will be ready for the Greater Arizona transition.
  - Transparency is critical
  - Open door policy
- Achieving a Successful Transition
- What Stays at ADHS
- Commitment to Staff/Stakeholders

IV. AHCCCS Updates **Beth Kohler**

- Budget
  - FY 2015 State Ongoing GF Expenditures
  - AHCCCS Total Spending
  - FY 2016 Funding Distribution
  - Spending by Provider Type
- Provider Rates
- Public Input
- Cost Sharing
- Waiver Renewal

V. CMS Update **Theresa Gonzales**

- AZ Medicaid State Plan Amendments
- Waiver Activity

VI. Payment Modernization, Value Based Purchasing, SIM Grant Updates **George Jacobson**

- National Health Expenditure Data - 2013
- Sources of National Health Spending
- Cost-Outcomes
- What is Value in Health Care?
- Value
- AHCCCS Strategic Goals
- AHCCCS Payment Modernization
- Payment Modernization Initiatives
- AHCCCS Payment Reform Initiative
- Traditional Model
- Triple Aim…Transitioning to Value
- Payment Transformation
- Payment Reform Initiative Basics
- PRI Quality Measures

Payment Modernization, Value Based Purchasing,
SIM Grant Updates (continued)

- PRI Quality Measures
- Arizona's SIM Initiative
- Model Design Award
- The State Health System Innovation Plan
- Innovation Plan Components
- Behavioral Health-Physical Health Integration
- AHCCCS, Medicare, & Commercial Value Based Payment Model
- AIHP Care Coordination Model Enhancement
- Justice System Transitions HIT
- Key Plan Deliverables

VII. HIT/HIE Updates **Lorie Mayer**

- Why are Electronic Health Records Important
- ONC National Stages of Meaningful Use
- Why are Health IT (EHRS) and HIE Important
- Total CMS Payments to EHs and Eps through January 2015
- Growth in AZ Physician EHR Adoption
- AZ Medicare to Medicaid Registration/Payment Comparison
- EMR Use by County, 2012-2013 (N = 9,351)
- AZ EHR Incentive Payment Totals*
- Health Information Exchange (HIE)
- One Door for All HIT/HIE Needs
- 46 Network Participants
- Statewide HIE Benefits & Value
- AHCCCS wants to accelerate HIT/HIE Adoption by:
  - Recruiting and enrolling EPS that are eligible but not active in EHR Program by Dec. 2016.
  - Support appropriate health plan access to data at the Network.
  - Use 90/10 money to defray HIE onboarding costs for EHS and FQHCs.
  - Collaborate with other agency HIT/HIE efforts (like e-prescribing, SIM).
- HITECH Act and Meaningful Use 2009-2021

VIII. DSH Waiver Update **Amy Upston**

- DSH Changes Enacted in Budget
- 2 Sets of DSH Waiver Changes
- Technical Changes
- Substantive/Clarification Changes

IX. Membership **All**

DISCUSSION

X. Call to the Public **Tom Betlach**

XI. Adjourn at 3:00 p.m. **All**

AHCCCS Update

AHCCCS Update

Medicaid 50th Anniversary

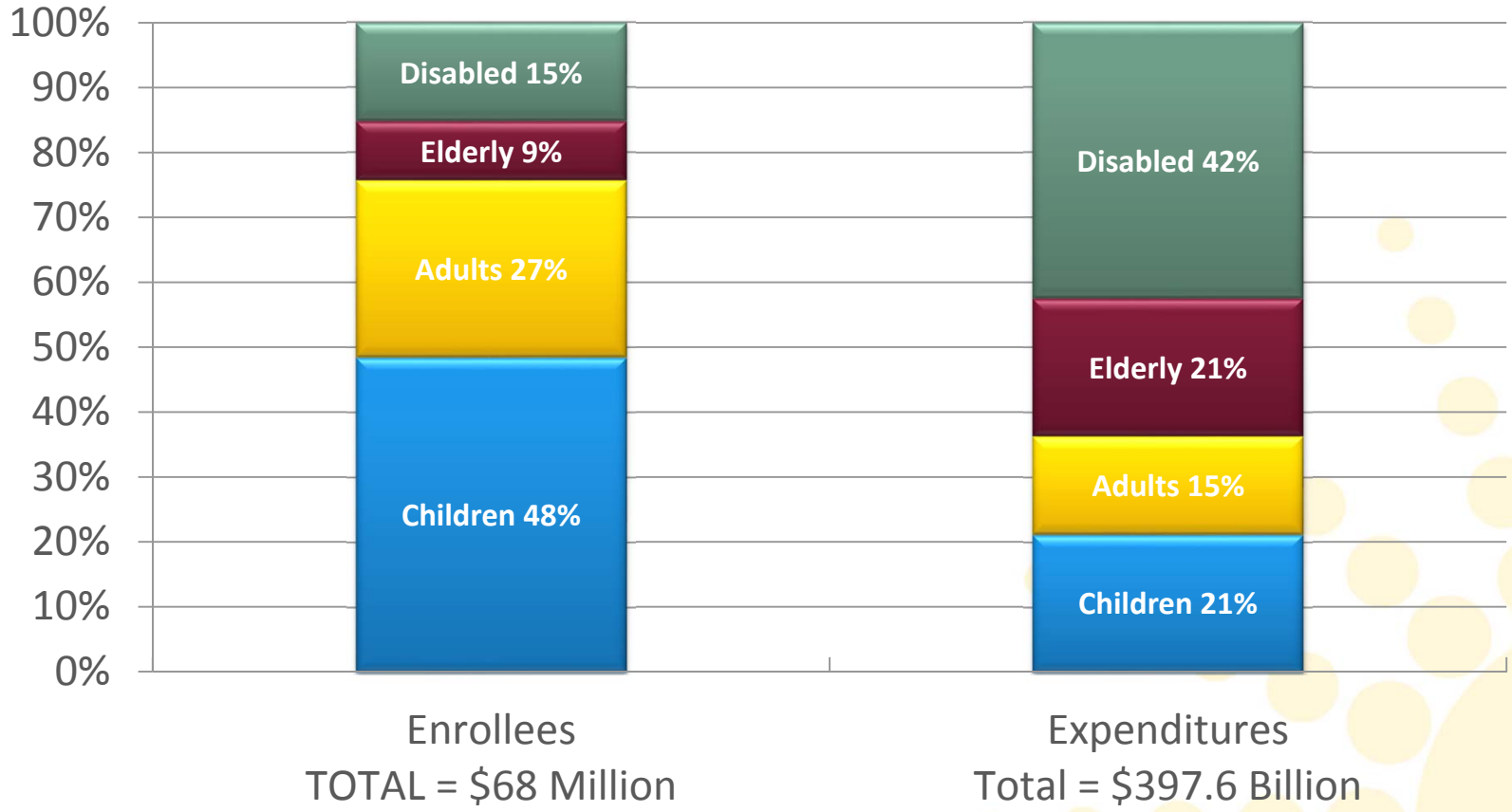
- 70 m
- 1 in 3
- 1 in 7
- 10 m
- 25%
- 38 States
- 500 B

- Lives Covered
- Kids (33 m)
- Elderly (6 m)
- Disabled
- % of Total BH Spending
- Managed Care
- Total Cost

Medicaid 50th Anniversary

- 1965 — Enactment
- 1967 & 1989 — EPSDT
- 1972 — SSI Disabled
- 1981 — 1915 Waivers
- 1990 — Kids (6-18)
- 1997 — CHIP
- 2010 — ACA

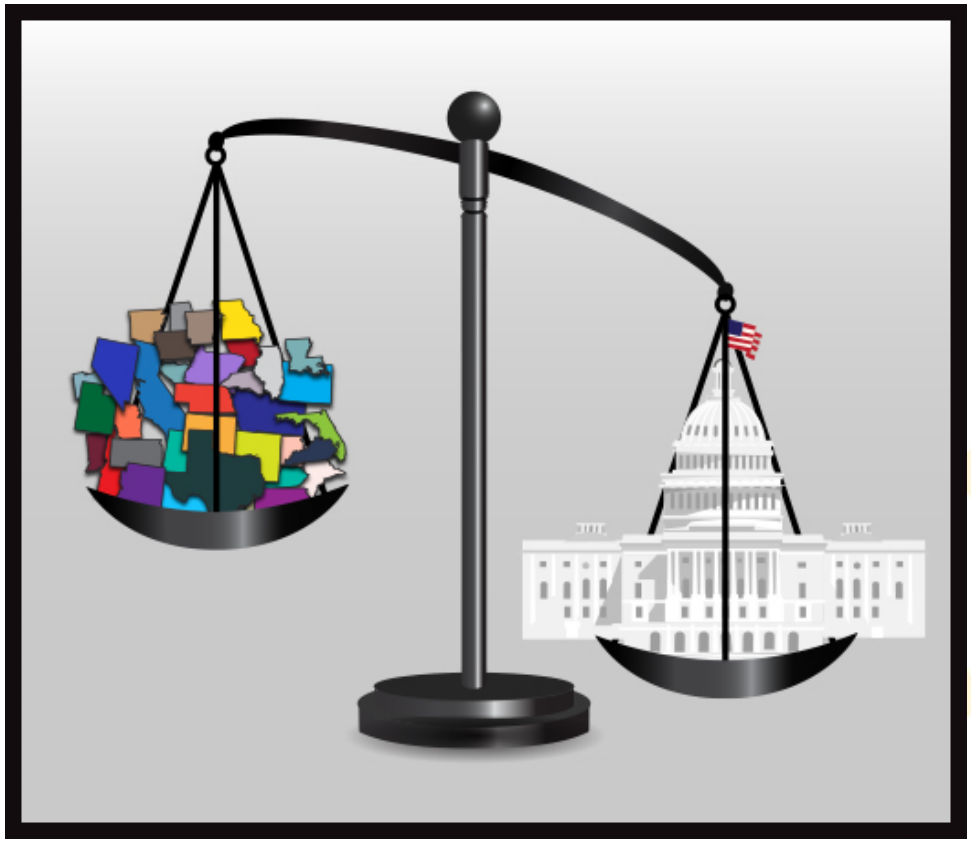
Medicaid Population and Spending



AHCCCS
Arizona Health Care Cost Containment System

Reaching across Arizona to provide comprehensive quality health care for those in need

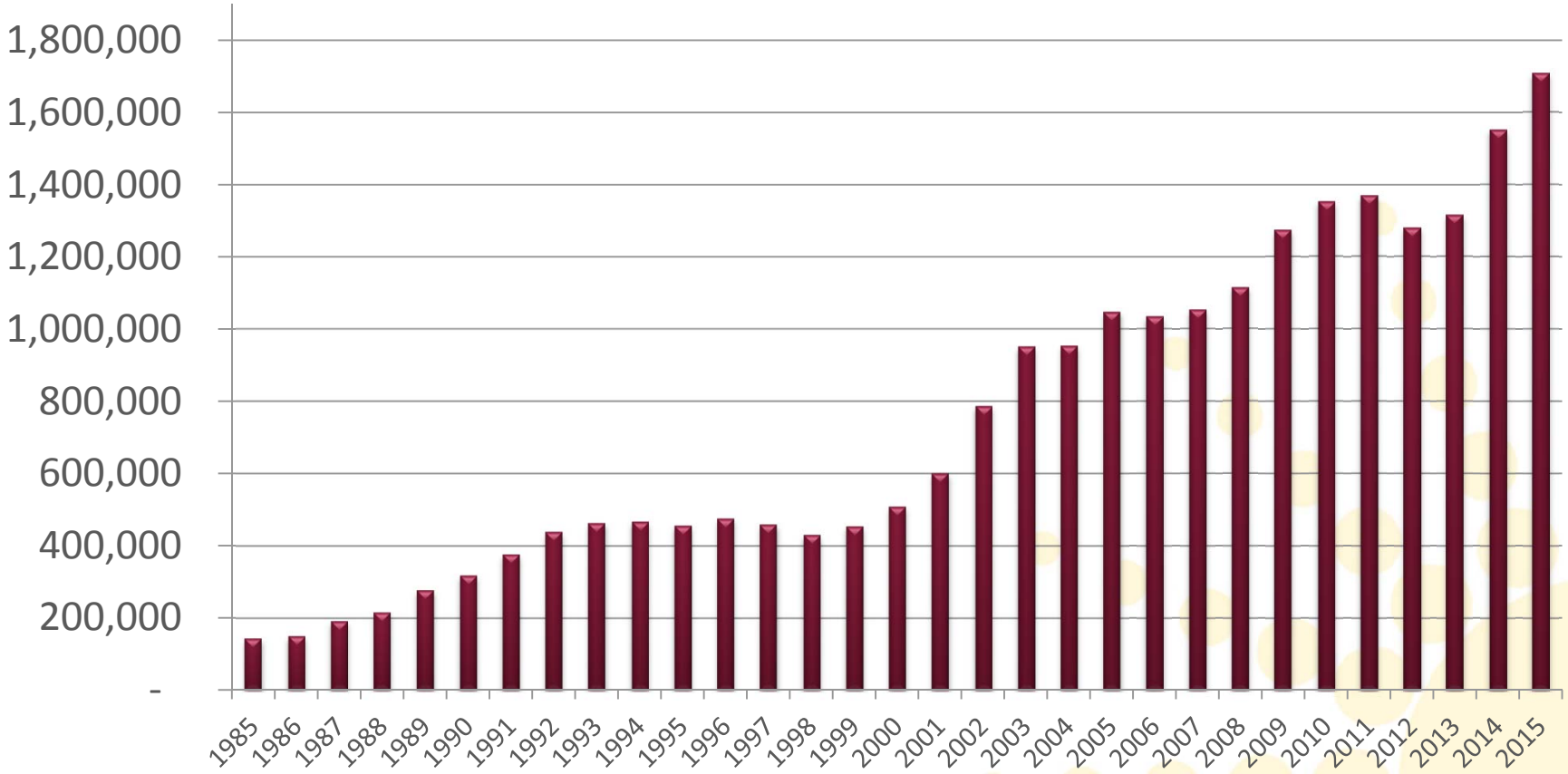
Federalism



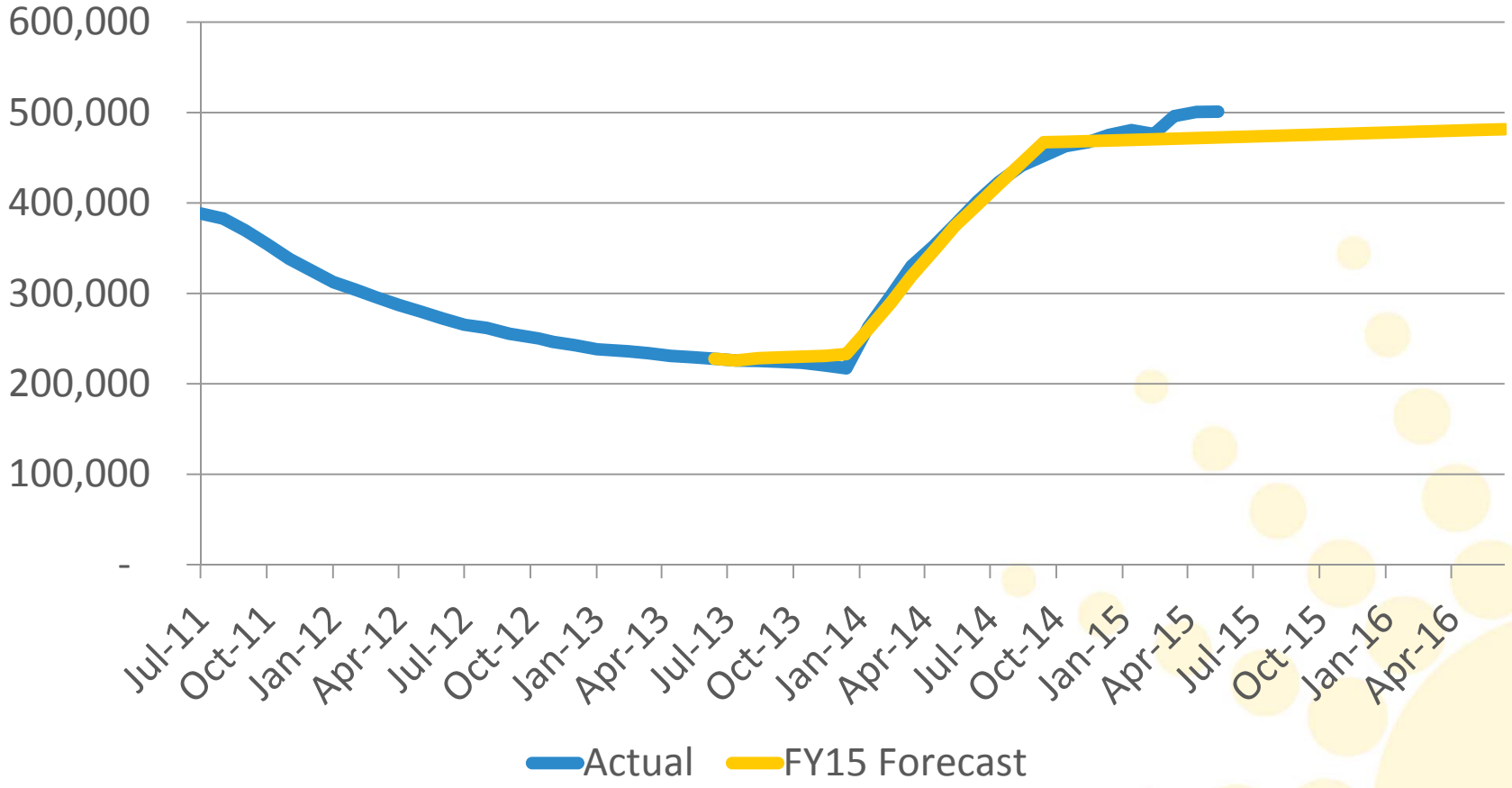
Proposed Managed Care Regs

- 61 new Reporting requirements (Bloomberg)
- CMS Capacity to administer
- Increased Federal oversight = less Innovation
- Need Phase in of Requirements
- Strongly Oppose 14 day FFS
- Quality – Credential LTSS – Fed. PIP – Rating
- Finance – IMD – Cap Rates
- Grievance – Need member ok – no benefit guarantee
- Enrollment – support Rural – Provider term - open

AHCCCS Population as of July 1, 1985 – 2015



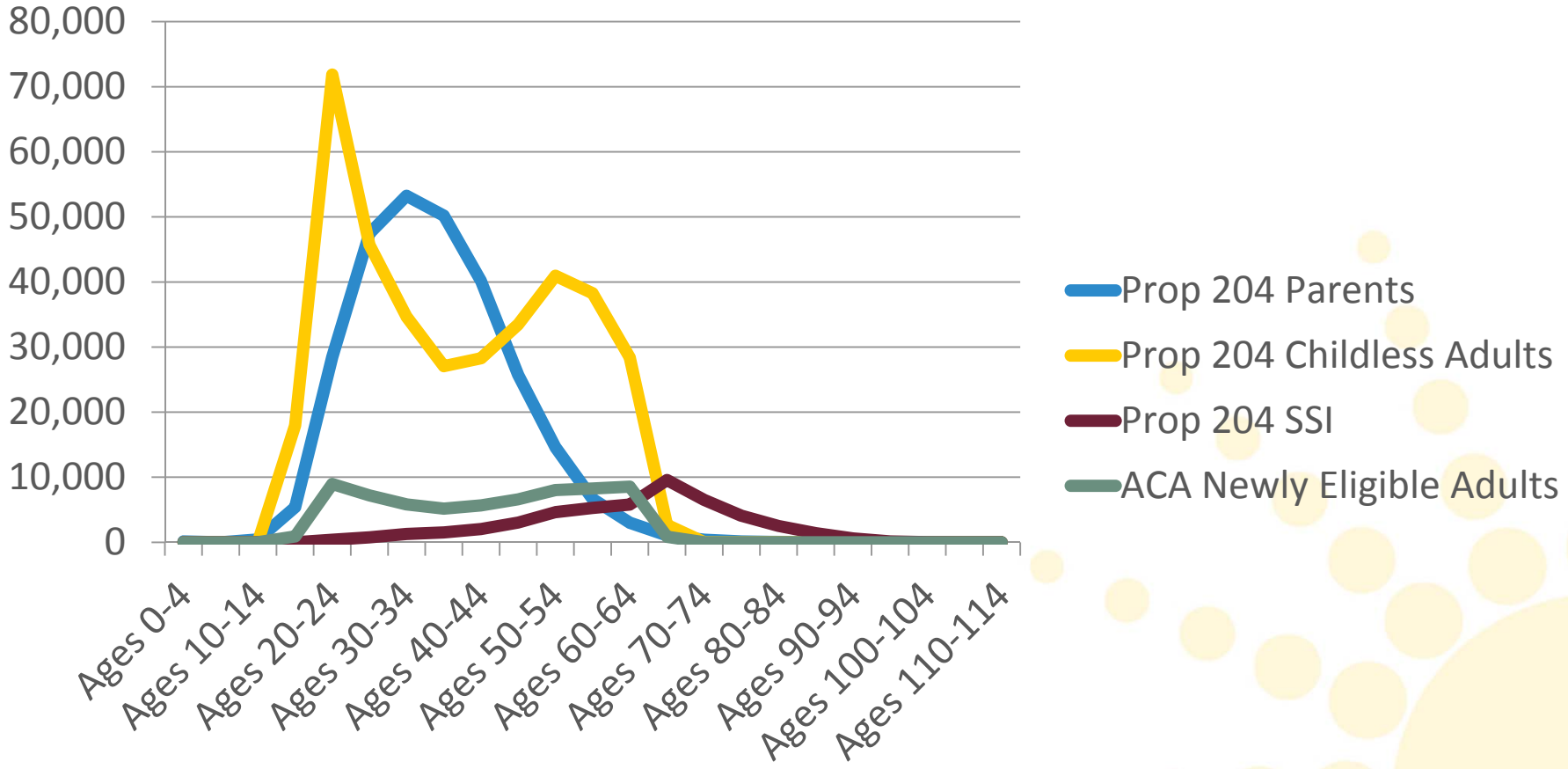
Restoration and Expansion



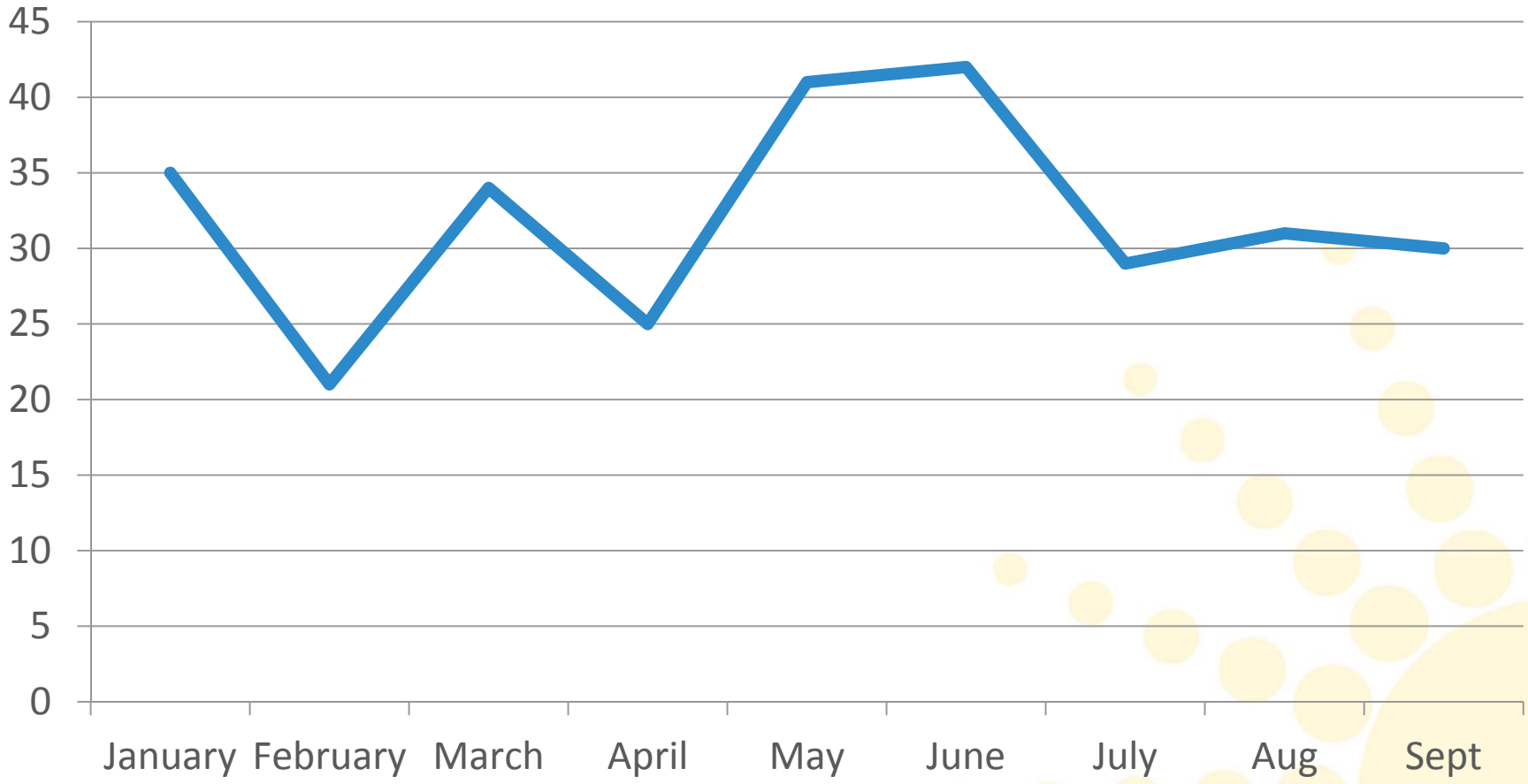
Population Changes

	December 2013	Today	Difference
Newly Eligible	0	68,064	68,064
Restoration	67,770	283,659	215,889
All other	1,229,380	1,403,651	174,271
Total	1,297,150	1,755,374	458,224

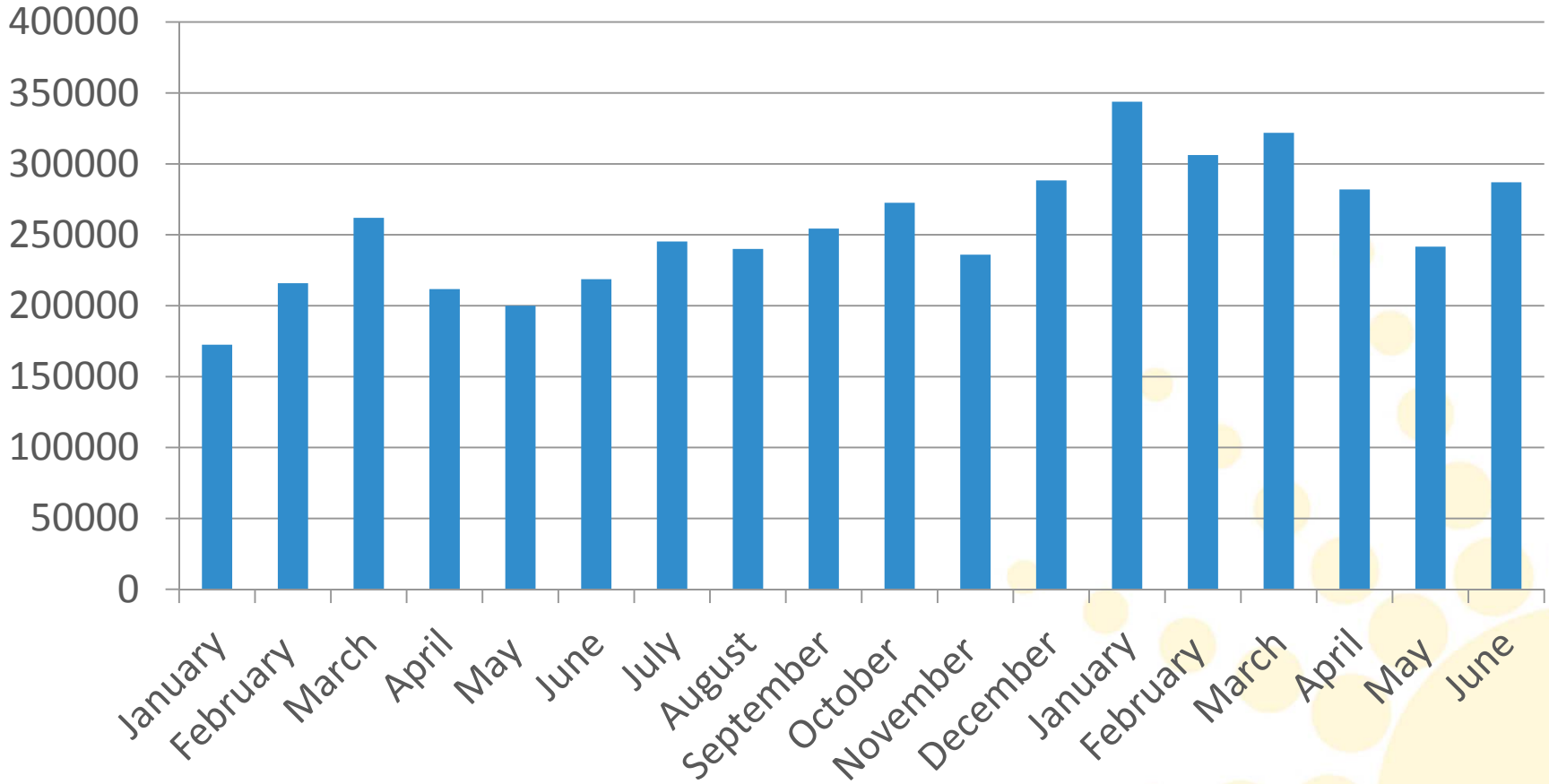
Prop 204 and Expansion Ages (CY 14)



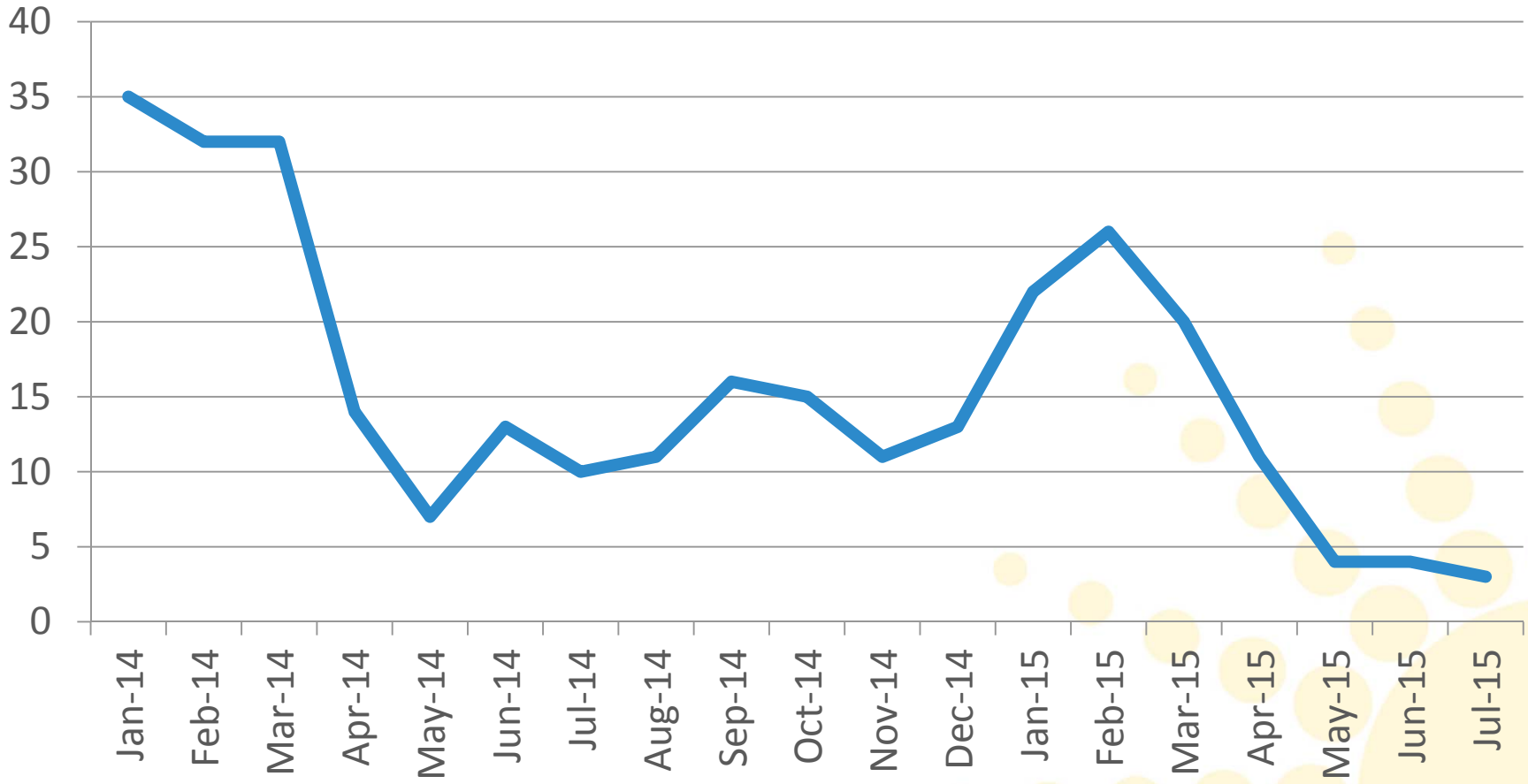
Percent of Auto-Renewals



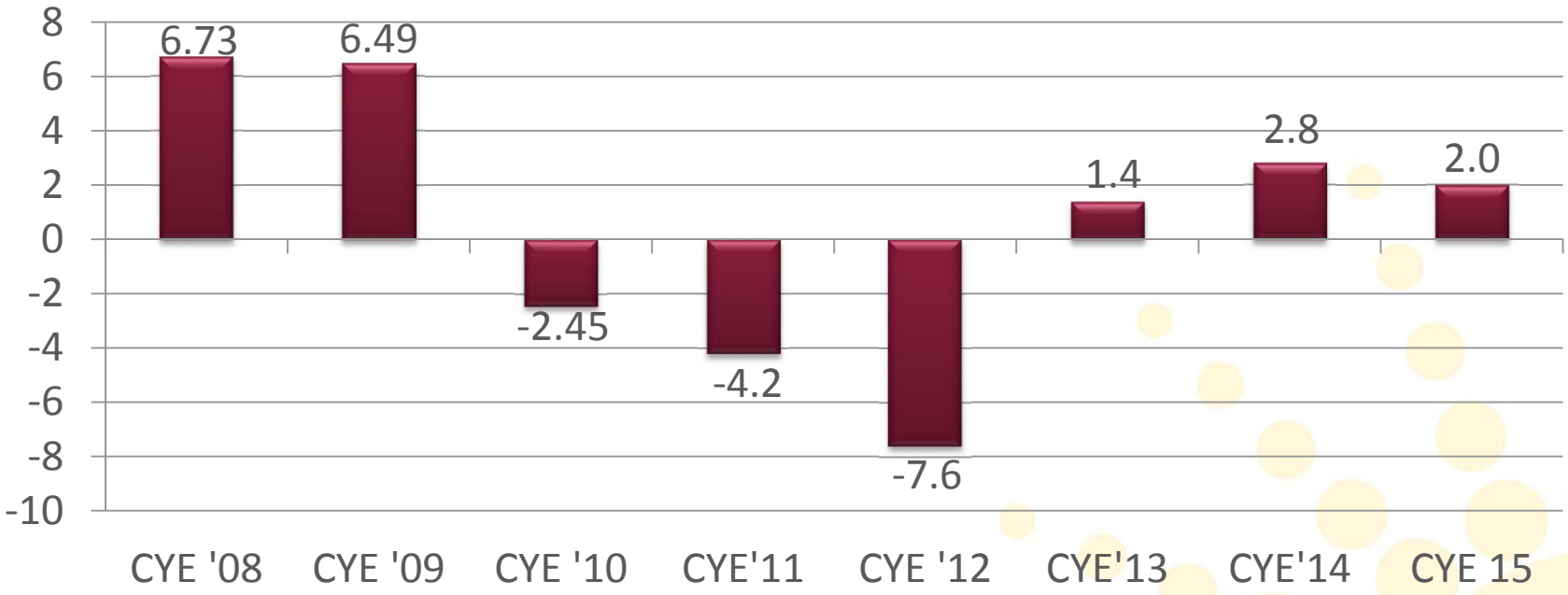
AHCCCS/DES Call Volume



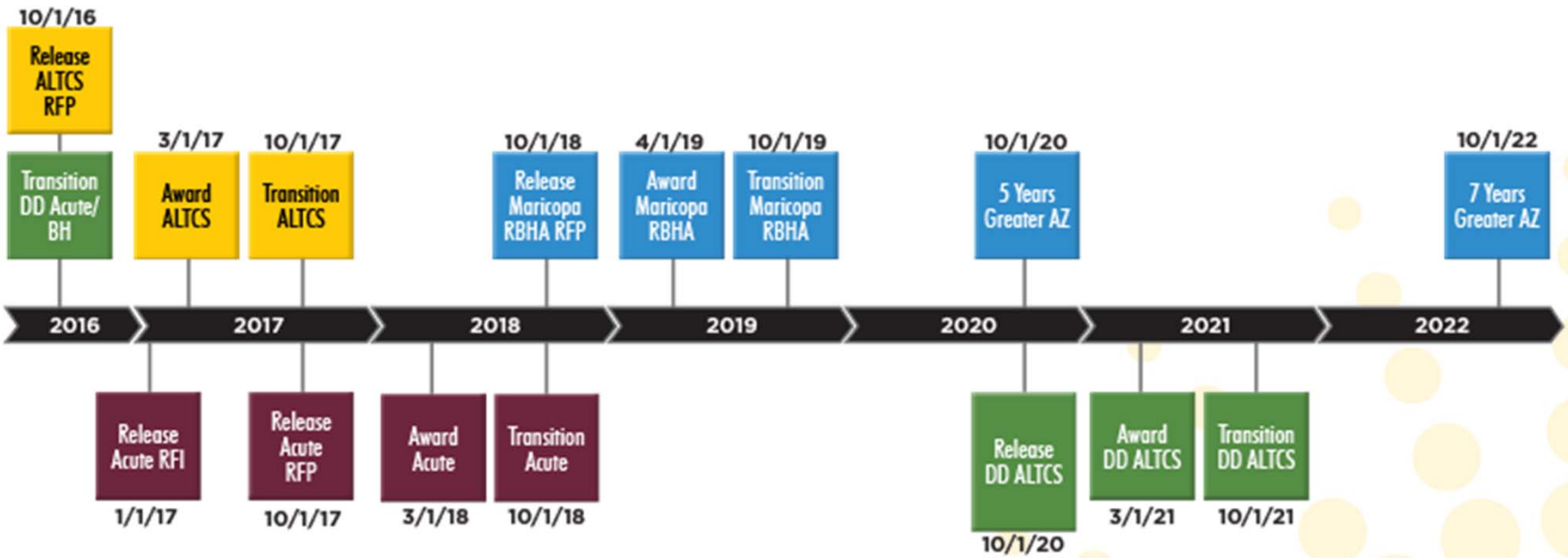
Average Speed of Answer (min)



Average Annual Capitation Growth



AHCCCS Contract Timeline



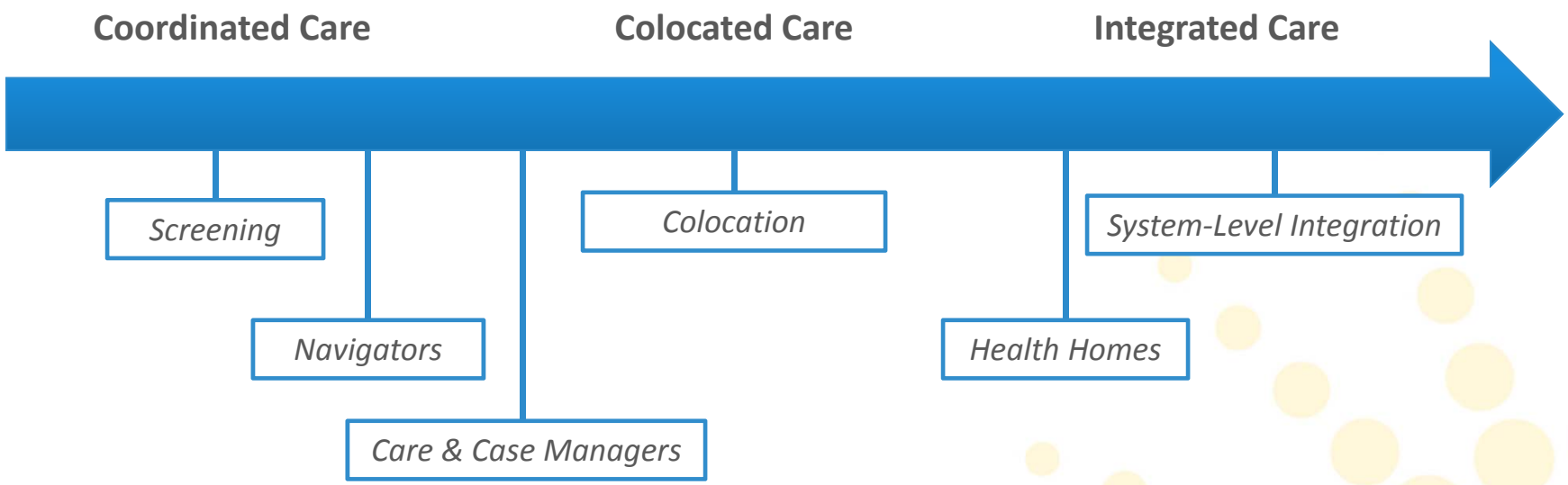
GAO - Conditions of Members (%)

Condition	Asthma	Diabetes	HIV/AIDS	MH	SUD	Delivery	LTC	None
Asthma		24.5	3.9	65.1	29.1	6.5	7.3	17
Diabetes	18.5		2.6	52.4	23.9	3.1	12.7	29.7
HIV/AIDS	17.9	15.6		48.1	39.4	2.1	7.2	29
MH	17.6	18.7	2.8		26.7	4.0	11.9	42.9
SUD	20.8	22.6	6.0	70.8		4.5	10.2	15.6
Delivery	9.3	5.9	0.7	21.3	9.0		0.5	66
LTC	12.5	28.6	2.8	74.7	24.4	0.6		14.1

Economic Impact of Integration (Milliman)

- Costs for chronic medical conditions for those with co-occurring MH/SA are 2 to 3X
- Diabetes PMPM
  - w/o MH/SA - $1,068 – w/ $2,368
- Total Opportunities
  - Medicaid $100 B (Pre-Expansion)
  - Medicare $30 B
  - Commercial $162 B
  - ***Total Achievable $26-48 B***

Continuum of Integration



Milbank Integration Paper

- *Fully Integrated Care – All providers function as a team to provide joint treatment planning and care. Single system treating whole person.*

Social Determinants - Opportunities

HOME

9k-30k Savings

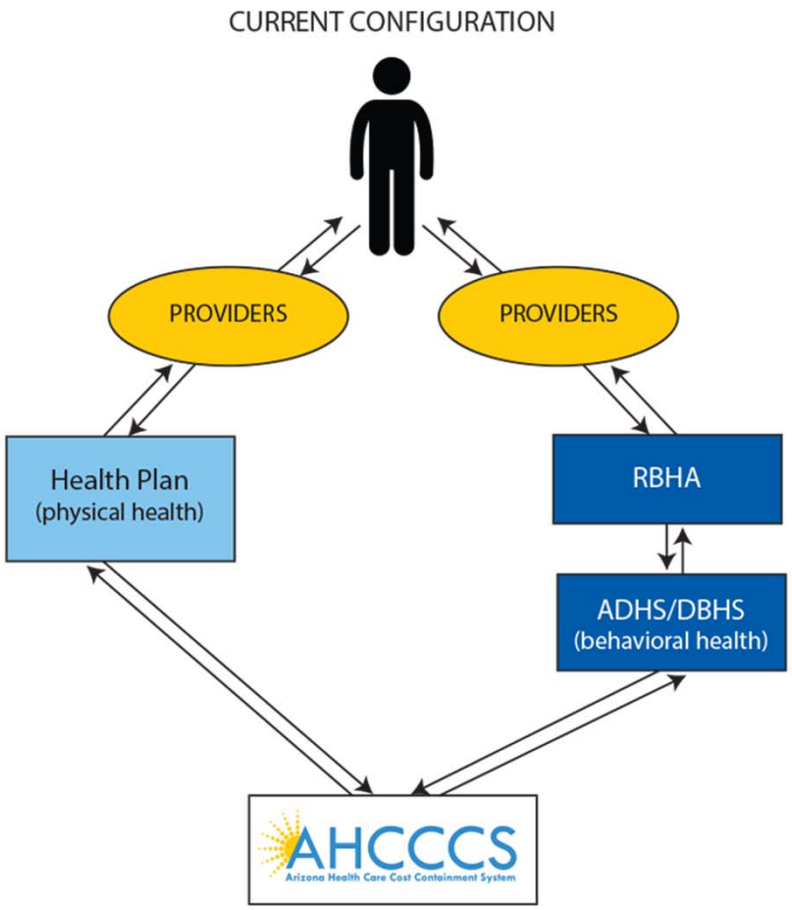
FOOD

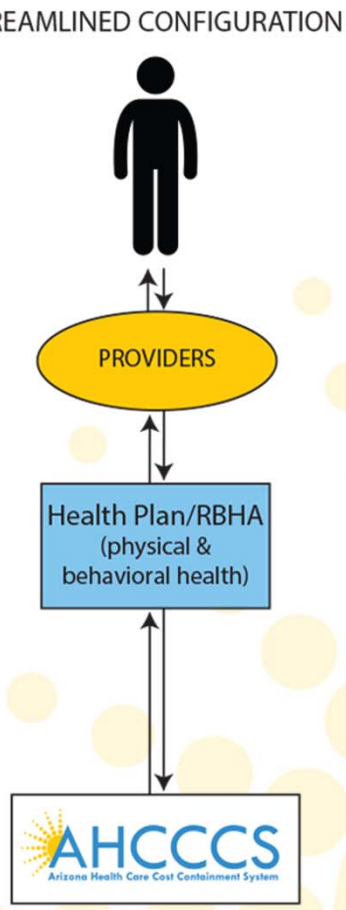
2 x ROI

CARE MANAGEMENT

20% Inpatient
30% Emergency

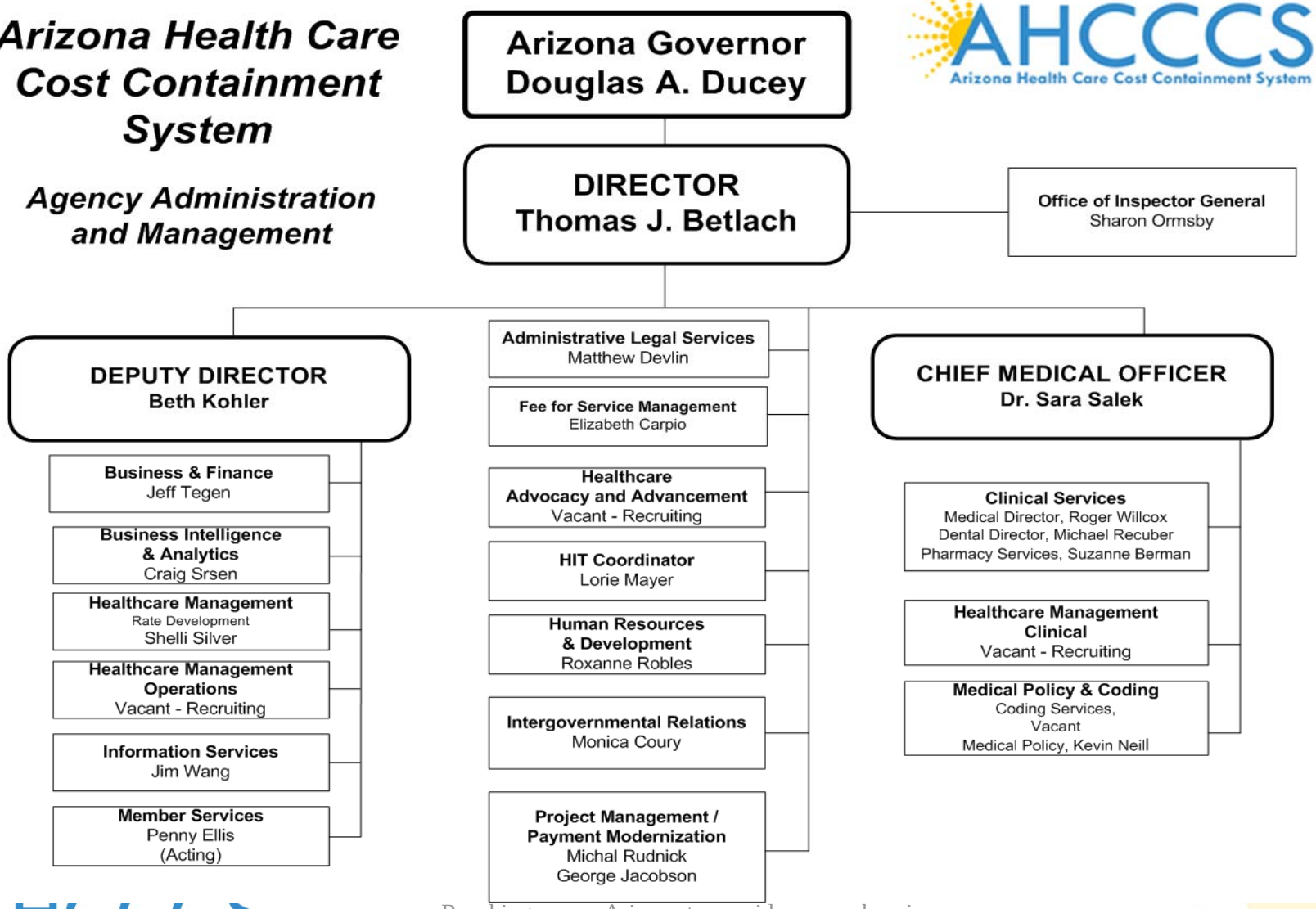
Administrative Simplification





Arizona Health Care Cost Containment System

Agency Administration and Management



DBHS/AHCCCS Merger Update

- 115 BHS staff coming to AHCCCS
  - 10 taking AHCCCS open positions
  - 18 moved over in July (DHCM, OIG, DFSM)

- Staff moving into the following divisions:

Division	New Staff	Division	New Staff
DHCM	64	DBF	5
ISD	6	OALS	10
DFSM	5	OIG	1
DHCAA (new)	24		

DBHS/AHCCCS Merger Update

- Anticipated timing of future moves

Month/Year	Staff
Aug 2015	8
Sept 2015	4
Oct 2015	22
Nov 2015	38
Jan 2016	11
June 2016	4

MMIC First Year Results

- Integrated Health Homes
  - 13% Whole Health SMI Clinic - 18.4% PCMH
  - 68.6% Virtual Health Home
- MMIC has implemented a 16 question health risk assessment
- Began Value Based Purchasing with ACT Teams including ED-Readmissions – Housing – Employment
- Created Medical Assertive Community Treatment Team
- Created Forensic ACT Team to partner with Justice System
- Permanent supportive housing from 2,724 (7-14) to 3,686 (3-15)
- Supported Employment 473 (7-14) to 670 (3-15)
- Peer and Family Support Utilization 2,323 (7-14) to 3,854 (3-15)

YOU Can Change the Future!

Employee Survey 2015

Employee Survey

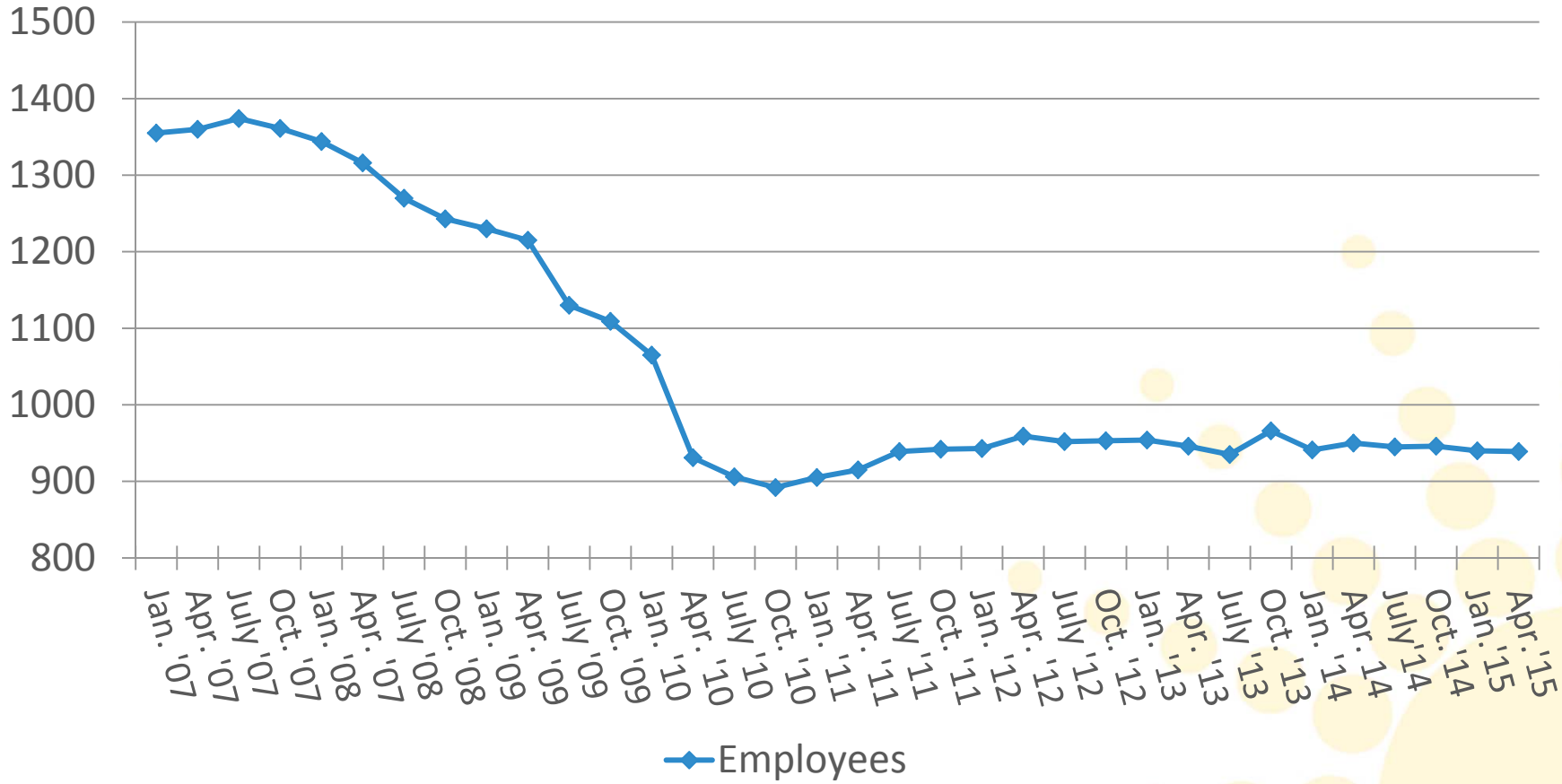
ADOA Employee Engagement Analysis

- State Government, 2015: 2.2 to 1
- AHCCCS, 2012: 4.7 to 1
- AHCCCS, 2014: 6.3 to 1
- AHCCCS, 2015: 7.4 to 1
- World class: 9 to 1

Top 3 Positive Results on AHCCCS Employee Survey

1. 97.4% - I believe in AHCCCS mission
2. 97.0% - I respect and value team members
3. 94.0% - I understand what is expected

AHCCCS Staffing Levels



AHCCCS
Arizona Health Care Cost Containment System

Reaching across Arizona to provide comprehensive quality health care for those in need

Other Issue

- Hospital Assessment Litigation
- SIM
- ICD-10
- HIT Efforts
  - E-prescribe
  - HIE Efforts
  - Provider Support
- Mergers and Acquisitions

CMS Update

CMS Update

State Plan Activity

The State Plan is a comprehensive written contract between AHCCCS and the Centers for Medicare and Medicaid Services (CMS) that describes the nature and scope of Arizona's Medicaid program and assures that Arizona will administer its programs according to federal requirements under the provisions of the Social Security Act (SSA). The State Plan also provides a basis for Federal Financial Participation (FFP).

AHCCCS submits State Plan Amendments (SPAs) for CMS approval to reflect changes in federal and state laws, regulations, policy, or court decisions. The following is a summary of Arizona's SPA activity over the past few years:

2015: 4 SPAs submitted; 3 approved; 1 pending
2014: 17 SPAs submitted; 12 approved; 5 pending
2013: 19 SPAs submitted; 19 approved; 0 pending;
2012: 15 SPAs submitted; 12 approved; 1 pending; 2 withdrawn
2011: 25 SPAs submitted; 24 approved; 0 pending; 1 withdrawn
2010: 17 SPAs submitted; 16 approved; 1 withdrawn
2009: 6 SPAs submitted; 5 approved; 1 denied

More information can be found at:
http://www.azahcccs.gov/reporting/PoliciesPlans/StatePlanAmendments.aspx

Waiver Activity

Arizona's current Section 1115 Waiver is scheduled to expire on September 30, 2016. The Waiver allows Arizona to run its unique and successful managed care model and exempts Arizona from certain provisions of the Social Security Act. It also includes expenditure authority for costs not otherwise matched by the federal government. Waiver programs are required to be budget neutral for the federal government − not cost more federal dollars than without a waiver. Specifically, the Waiver allows Arizona to:

- Mandate managed care;
- Provide Long Term Care Services in home and community-based settings rather than more costly institutions; and
- Implement administrative simplifications

AHCCCS will request CMS authority to continue current efficient and innovative programs, and will seek additional authority to implement new programs and processes such as the AHCCCS CARE program.

Information about waivers can be found at:
http://www.azahcccs.gov/reporting/federal/waiver.aspx

2015 Amendments

SPA 15-004 - Ambulance Rates
Updates Ambulance Rates in the State Plan.

Submitted 6/1/15 [PDF]

SPA 15-003 - Orthotics
Updates the State Plan to reflect updates to the orthotic benefit.

Approved 5/28/15 [PDF]

Submitted 4/28/15 [PDF]

SPA 15-002 – Nursing Facility Assessment
Updates the Nursing Facility assessment dollar amounts in State Plan

Approved 4/21/15 [PDF]

Submitted 3/19/15 [PDF]

SPA 15-001 – Supplemental Drug Rebates
Updates the State Plan to include supplemental drug rebates effective January 1, 2015.

Submitted 2/5/15 [PDF]

PCH SNCP & Waiver

Modernizing Arizona Medicaid

Arizona's Application for a New Section 1115 Demonstration

August 2015

Section 1115 Defined

- Section 1115 of the Social Security Acts gives states authority to waive selected Medicaid requirements in federal law
- Two types of authority may be requested:
  - Waiver of provisions of Section1902
  - Expenditure of federal funds under Section 1903
- Projects must be budget neutral – i.e. project cannot cost more than it would have without the waiver
- New Demonstrations are generally approved for 5 years; Arizona's waiver has been a 5 year contract

The Waiver Allows Arizona to:

- Run its unique Medicaid model built around a statewide managed care system
- Provide health care to expanded populations
- Serve members enrolled in the Arizona Long Term Care System (ALTCS) in the community rather than more costly institutions
- Allow spouses as paid caregivers in ALTCS
- Implement administrative practices that increase efficiency

Current Waiver Structure

- Federal authorities are granted to the State and detailed through three major sections:
  1. Waiver List
  2. Expenditure Authority List
  3. Special Terms and Conditions
- Additional Attachments provide more detail on various programs and guidelines

Arizona's 1115 Waiver

- Arizona's current waiver scheduled to expire September 30, 2016
- Current terms require the State to give notice of its intentions one year in advance
- Arizona will submit its letter of intent to apply for a new Demonstration by September 30, 2015

Federal Process

- The Centers for Medicare and Medicaid Services (CMS) is the federal agency responsible for oversight of State Medicaid agencies
- Arizona must obtain final approval from CMS
- The Office of Management and Budget and the Department of Health and Human Services also review waiver proposals
- 1115 Waivers are approved at the discretion of the HHS Secretary

Arizona's Application

- Arizona's application for a new 5-year waiver includes:
  - Part I: Governor Ducey's vision to modernize Medicaid: The AHCCCS CARE program
  - Part II: The Legislative Partnership
  - Part III: DSRIP: Arizona's Approach
  - Part IV: HCBS Final Rule
  - Part V: American Indian Medical Home
  - Part VI: Building Upon Past Successes
  - Part VII: Safety Net Care Pool

Public Comment Process

- Five public hearings and tribal consultation are scheduled to seek input
- For schedule and how to submit comments, http://www.azahcccs.gov/publicnotices/Downloads/WaiverForumFlyer.pdf
- Written comments (by mail or electronic) should be submitted and received no later than September 25, 2015
- For more information, http://www.azahcccs.gov/shared/FiveYear.aspx

Part I: Modernizing Arizona Medicaid

The AHCCCS CARE Program

Choice

Accountability

Responsibility

Engagement

AHCCCS Initiatives

"***I also believe we are not close to achieving maximum efficiency in our Medicaid program***"

Governor Ducey

AHCCCS Today

- Largest Insurer in the State of Arizona
- $12.0 billion program
- Mandatory Managed Care
- Public-Private Partnership
- System built on competition and choice
- Integrated delivery system–over 60,000 providers
- Covers two-thirds of nursing facility days
- Covers nearly as many adults as traditionally eligible populations, such as pregnant women, children, elderly, persons with disabilities

Modernizing Arizona Medicaid

- Expanding Private Sector Partnerships and Leveraging Today's Technology to Reinvent AHCCCS

Engage Arizonans to take charge of their health

Make Medicaid a temporary option

Promote a quality product at the most affordable price

The AHCCCS CARE Program: Requiring Member Contributions

- Copays:
  - Up to 3% of annual household income
  - Members will make monthly AHCCCS CARE payments reflecting copays for services already obtained
  - This also removes the burden of collecting the copay by providers at the point of service

Strategic Copays

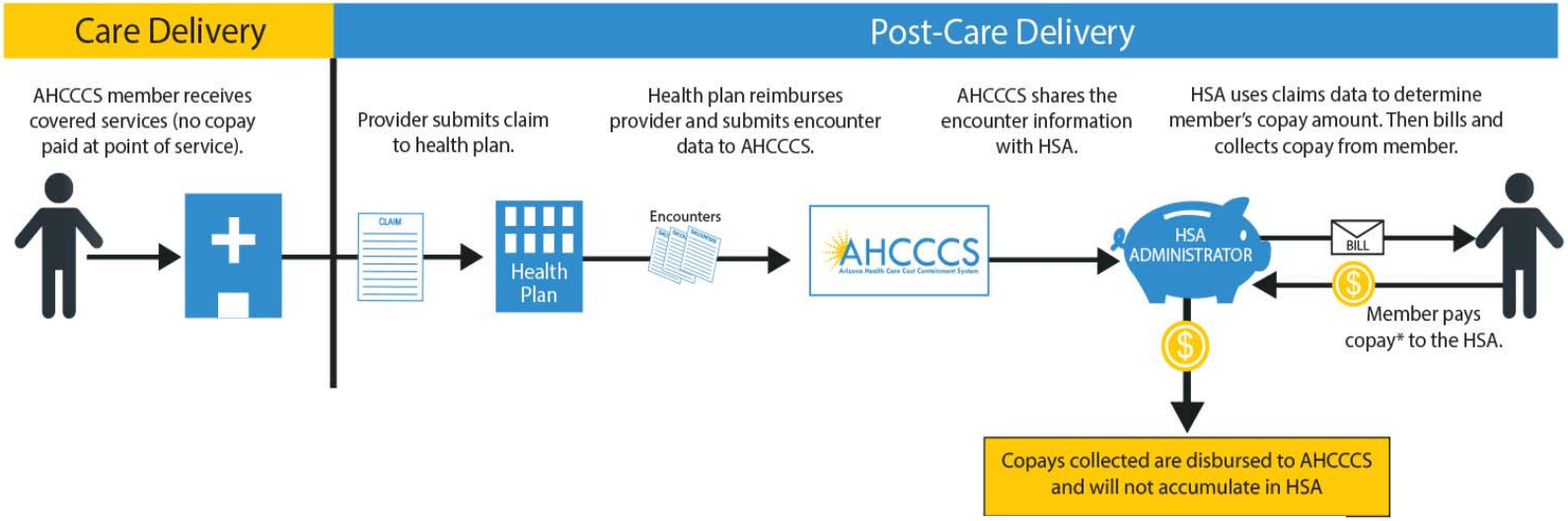
No Copays

- Preventive Services
- Wellness
- Chronic illness
- Persons with Serious Mental Illness
- Services obtained at your Primary Care Physician or OB-GYN

Copay Required

- Opioids, except cancer and terminal illness
- Non-Emergency use of ED
- Missed Appointments
- Specialist services without PCP referral
- Brand name drugs when generic available unless physician determines generic ineffective

COPAYS



*Members pay up to 3% of income in copays. Cost sharing (premiums and copays) cannot exceed 5% of household income as required by federal law.

AHCCCS CARE Premiums

- Included in the monthly AHCCCS CARE payment
- Premium requirement set at 2% of annual household income
- Member contributions do not exceed 5% of annual household income

PREMIUMS

In addition to copays, member pays monthly premiums to HSA (regardless if services are received). The premium amount is billed monthly by the HSA, and collected with any relevant copays due.

The AHCCCS CARE Account: Giving People Tools to Manage Their Health

- Functions like a Health Savings Account
- Members must be in good standing to be eligible for the AHCCCS CARE Account by
  - Making timely payments
  - Participating in AHCCCS Works
  - Meeting the Healthy Arizona targets
- Employers and the Philanthropic community can make AHCCCS CARE Account contributions

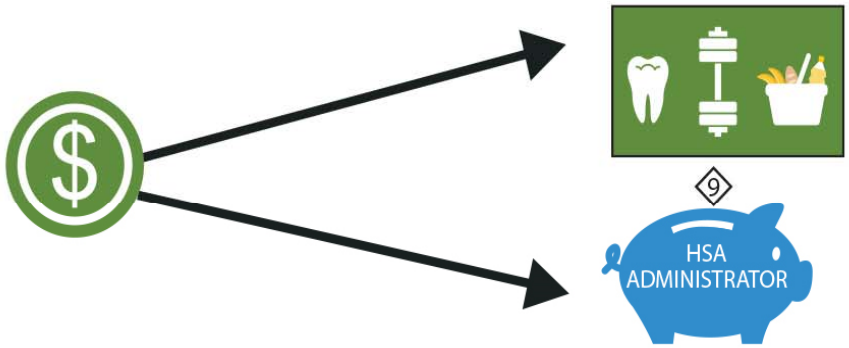
Qualified Member

Members can earn Qualified Member status by:

- Completing Preventive Services
- Making Timely Payments
- Meeting Work Requirement

Healthy Incentives for Qualified Members

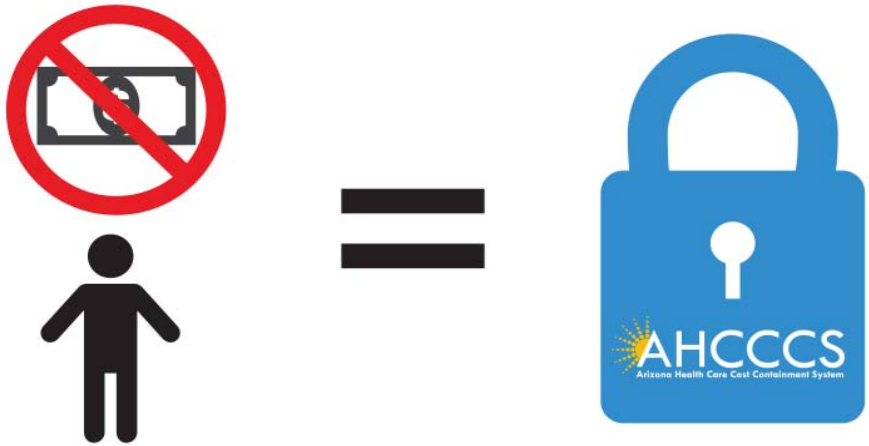
Premiums collected can be used by Qualified Members to either pay for health related services not covered by AHCCCS or be rolled over to offset copay payment amounts in the next benefit period.



The AHCCCS CARE Account (cont.)

- Contributions for premiums go into the AHCCCS CARE Account, which can be used for non-covered services
  - Dental
  - Vision
  - Chiropractic services
  - Nutrition counseling
  - Recognized weight loss programs
  - Gym memberships
  - Sunscreen

Arizona Proposed HSA Model
Penalties for Failure to Pay



Members (100-138% FPL) who fail to make timely payments are disenrolled from AHCCCS, and are barred from reenrolling until all outstanding payments are made. Members with incomes below 100% of FPL are not disenrolled.

Unpaid cost sharing amounts for all members becomes debt owed to the Stat

Note: Indiana and Michigan received approval to disenroll only those over 100% FPL, if not medically frail

Healthy Arizona: Promoting Healthy Behaviors

- Healthy Arizona is a set of targets
  - Promoting wellness: wellness exams, flu shots, glucose screenings, mammograms, tobacco cessation, and others.
  - Managing Chronic Disease: such as, diabetes, substance use disorders, asthma.

Healthy Arizona (cont.)

- If members meet their Healthy Arizona target, they have the choice of either:
  - Reducing their required AHCCCS CARE payments; or
  - Rolling unused AHCCCS CARE Account funds over into next benefit year.

AHCCCS Works: Viewing AHCCCS as a Pit Stop

- Supporting Work Incentives:
  - Partner with existing employment supports programs to build skills and promote work
  - Arizona Department of Economic Security manages numerous programs that provide support to job seekers
- **Unused AHCCCS CARE funds roll over into private HSA or AHCCCS CARE account can be maintained when member transitions out of Medicaid**

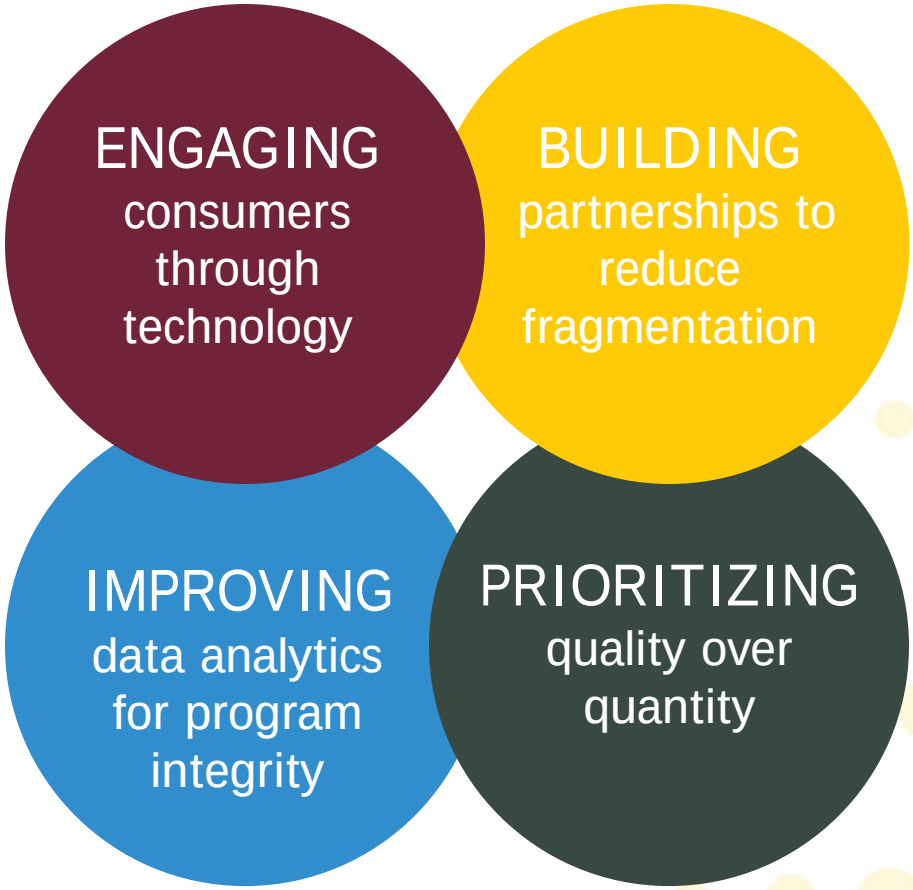
AHCCCS Works (cont.)

- Employers will be able to make direct contributions into their employees' AHCCCS CARE Account that employees can use toward non-covered services
- Employer contributions reduce employee's contribution requirements or help build up funds in their AHCCCS CARE Account that can be used for non-covered services

AHCCCS Works (cont.)

- Targeted Participation:
  - The Philanthropic community can make contributions for targeted purposes, such as smoking cessation or managing chronic disease
- Private sector contributions are tax-deductible

A Modern Approach



Part II: The Legislative Partnership

The Requirements: SB 1092

- All able-bodied adult* members are required to meet one of the following employment criteria to qualify for AHCCCS:

  - Be employed
  - Actively seek employment, which would be verified by AHCCCS
  - Attend school or a job training program, or both, at least 20 hours per week

*Able-bodied adults are individuals who are at least 19 years of age, and are physically and mentally capable of working.

SB 1092 Work Requirement – Exemptions

- Exemption for individuals meeting any of the following
  - Is at least 19 years of age but is still attending high school as a full-time student
  - Is the sole caregiver of a family member who is under 6years of age
  - Is currently receiving temporary or permanent long-term disability benefits from a private insurer or the government
  - Has been determined to be physically or mentally unfit for employment by a health care professional in accordance with rules adopted by the agency

SB 1092 (cont.)

- Limit lifetime enrollment to five years
  - Begins on effective date of waiver change
  - Does not include time during which person is
    - Pregnant
    - Sole caregiver of family member under 6
    - Receiving long-term disability benefits
    - At least 19 and still attending high school full time
    - Employed full time, meets AHCCCS income eligibility
    - Enrolled before age 19
    - Former foster child under 26 years of age

SB 1092 (cont.)

- Develop cost sharing requirements to deter:
  - Non-emergency use of the ED
  - Use of ambulance services for non-emergency transportation when not medically necessary
- “Able-bodied” means an individual who is physically and mentally capable of working
- “Adults” means at least 19 years of age

SB 1475

0-100% FPL:

- Premium of 2% of household income
- Copay of $8 for non-emergency use of ED for first incident and $25 for each subsequent incident if the person is not admitted to the hospital. No copay if a person is admitted to the hospital by the ED.
- Copay of $25 for non-emergency use of ED for first incident and $25 for each subsequent incident if there is a community health center, rural health center or urgent care center within twenty miles of the hospital.

SB 1475 (cont.)

100-133% FPL:

- Premium 2% household income
- Copay of $25 for non-emergency use of ED if the person is not admitted to the hospital. No copay if a person is admitted to the hospital by the ED.
- Copay of $25 for non-emergency use of ED if there is a community health center, rural health center or urgent care center within twenty miles of the hospital.
- Exemption from providing non-emergency medical transportation

Part III: Delivery System Reform Incentive Payment (DSRIP)

Arizona's Approach

DSRIP: Arizona Approach

- DSRIP initiatives will focus on:
  - Behavioral Health – Physical Health Care Delivery and Payment Integration
  - Chronic diseases associated with persons identified as having High Needs/High Costs
  - Primary Care models with accountability for population health outcomes
- Results of State Innovation Plan will inform additional areas of focus

DSRIP (Cont.)

- Performance measures will include:
  - Measures of infrastructure development – e.g., participation in Health Information Exchange
  - System redesign – e.g., value based payment arrangements to achieve collaboration and integration
  - Clinical outcome improvement – e.g., establishing targets for hospital readmission or asthma related hospitalizations
  - Population health improvement – e.g., percentage of homelessness among persons with SMI

DSRIP (cont.)

- Incentive payment methodology based on milestones and tied to specified measures
- Learning collaborative will be established for providers to share best practices, etc.

Part IV: Home and Community Based Services Final Rule

Arizona's Assessment and Transition Plan

HCBS Final Rule

- Final Rule released by CMS 1-16-14
- Rule defined what qualifies as HCBS setting
- Arizona largely complies; modest changes
- HCBS program lives in 1115 Waiver; thus, Assessment and Transition Plan are part of this broader process
- Because of specificity to this topic, separate public process
- See http://www.azahcccs.gov/hcbs/default.aspx

Part V: American Indian Medical Home

American Indian Medical Home

- Health plans provide members with assigned PCP and assistance in managing chronic illness, case management, care coordination
- American Indians/Alaska Natives (AI/AN) are exempt from mandatory managed care
- Individuals who opt out of managed care receive services on a fee-for-service basis through American Indian Health Program

AI Medical Home (cont.)

- To assist Indian Health Services (IHS) and Tribal 638 facilities to offer similar medical home services, AHCCCS is proposing to reimburse qualifying facilities for:
  - Primary Care Case Management
  - Diabetes Education
  - After-hospital care coordination
  - 24-hour call lines staffed by medical professionals

Part VI: Building upon Past Successes

Arizona's 1115 Waiver: An Evolution

- Modest changes are required as Arizona's program matures and evolves. Some of these include:
  - Technical changes to reflect AHCCCS / Division of Behavioral Health Services merger
  - Aligning behavioral health benefits for duals
  - Enhancing payments to Critical Access Hospitals
  - Adding traditional healing services for AI/AN

Part VII: Safety Net Care Pool Phase Down

Safety Net Care Pool (SNCP):

- In April 2012, CMS approved SNCP
- Designed to help hospitals manage uncompensated care costs during childless adult enrollment freeze
- SNCP served as bridge to 2014 for many hospitals across the State
- Program ended on December 31, 2013

SNCP (cont.)

- SNCP extended for Phoenix Children's Hospital (PCH) to address issues unique to freestanding children's hospitals that did not benefit from adult coverage restoration and expansion
- PCH received two one-year extensions of SNCP
- Federal process is phasing out these types of programs

SNCP: Transition Plan

- AHCCCS requests a 5-year transition reducing SNCP payments from current max of $137 million in 2015 to:
  - $117 million in 2016
  - $90 million in 2017
  - $70 million in FY 2018
  - $50 million in 2019
  - $25 million in 2020

SNCP: Transition Plan

- Arizona is working with PCH to move away from reliance on SNCP through:
  - APR-DRG payment methodology
  - Raising reimbursement for high-acuity pediatric cases across the board
  - Updating method for determining Indirect Medical Education Costs
  - Value-Based Purchasing rate differentials

Our Goal: Raise the Standard by Building on Past Success

Questions and Public Comments

Thank You.

Voluntary Resolution Agreement (VRA)

VOLUNTARY RESOLUTION AGREEMENT

Between the

U.S. Department of Health and Human Services
Office for Civil Rights

and the

Arizona Health Care Cost Containment System
and the
Arizona Department of Economic Security

OCR Transaction Numbers: 10-117078 & 10-117875

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Attachment

1 - Timeline of Major Agreement Deliverables

I. Introduction

This Voluntary Resolution Agreement (the "Agreement") is entered into by the United States Department of Health and Human Services ("HHS"), Office for Civil Rights ("OCR"), and the Arizona Health Care Cost Containment System ("AHCCCS") and the Arizona Department of Economic Security ("DES"), (collectively referred to as the "Parties"). AHCCCS is the single state agency in Arizona responsible for the Medicaid program, 42 U.S.C. § 1396 *et seq.*, and the Children's Health Insurance Program ("CHIP"), 42 U.S.C. § 1396 *et seq.*, called the KidsCare Program. DES is the single state agency responsible for the administration of the Temporary Assistance for Needy Families ("TANF") program, called the Cash Assistance Program, 42 U.S.C. § 601 *et seq.* Pursuant to 42 U.S.C. § 1396a(a)(5) and an intergovernmental agreement with AHCCCS, DES shares responsibility with AHCCCS for determining eligibility for the Medicaid program. AHCCCS and DES utilize a streamlined application for determining eligibility for Assistance Programs as defined in this Agreement.

This Agreement resolves OCR Transaction Numbers 10-117875 and 10-117078, investigations OCR initiated on February 4, 2011, in response to a complaint filed by Valle del Sol (the "Complainant"), through its legal representatives: the American Civil Liberties Union of Arizona, the National Immigration Law Center, and the William E. Morris Institute for Justice. Complainant alleged that AHCCCS and DES discriminate against individuals based on national origin in violation of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, and its implementing regulation, 45 C.F.R. Part 80, (collectively referred to as "Title VI") in the operation of certain programs. The context for the Complainant's allegation was the amendment of Arizona State law by HB2008, codified in relevant part at A.R.S. § 1-501(E), which states:

> E. Failure to report discovered violations of federal immigration law by an employee of an agency of this state [Arizona] or a political subdivision of this state that administers any federal public benefit is a class 2 misdemeanor. If that employee's supervisor knew of the failure to report and failed to direct the employee to make the report, the supervisor is guilty of a class 2 misdemeanor.

Prior to the initiation of OCR's investigations and as part of AHCCCS's and DES's implementation of A.R.S. § 1-501(E), AHCCCS and DES had already voluntarily begun gathering input from the advocate community. Specifically, AHCCCS and DES reassessed their policies, procedures, training, and benefit applications for the sole purpose of administering Assistance Programs in a nondiscriminatory manner consistent with Title VI and other federal requirements.

As part of the State's implementation of these policies, both agencies maintained records of the reports to U.S. Immigration and Customs Enforcement (ICE). Initially, when the law went into effect there were a number of reports from State staff to ICE. AHCCCS and DES maintain that these reports dropped to three reports per month by February 2010, three months after the law went into effect and implementation of the policies. Since that time, DES and AHCCCS have continued to revise and refine their

applications, policies, and training to administer their programs in a manner that the agencies considered would be consistent with Title VI and other federal requirements for the Assistance Programs administered by the agencies.

A. Parties to the Agreement

1. United States Department of Health and Human Services, Office for Civil Rights.
2. (A) Arizona Health Care Cost Containment System and,
   (B) Arizona Department of Economic Security.

B. Jurisdiction

OCR initiated its investigations of AHCCCS and DES pursuant to its jurisdictional authority under Title VI. Title VI prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving federal financial assistance ("FFA"). AHCCCS and DES receive FFA from HHS and are subject to Title VI.

C. Purpose of the Agreement

To resolve these matters expeditiously and to avoid the burden or expense of investigation or litigation, the Parties agree to the terms of this Agreement. AHCCCS and DES affirm their assurance of compliance with Title VI. The promises, obligations, and other terms and conditions set forth in this Agreement constitute the exchange of valuable consideration between AHCCCS and DES, and OCR.

The Parties entered into this Agreement prior to the issuance of findings by OCR. This Agreement shall not be deemed or construed to be an admission or evidence of any violation of law or regulation or of any liability or wrongdoing on the part of AHCCCS or DES.

II. Definitions

For the purpose of this Agreement, the terms listed below shall have the following meanings:

A. Applicant(s) means the person or persons for whom benefits are being sought under the Assistance Programs defined herein.

B. Assistance Program(s) means the Medicaid program AHCCCS administers, including the Medical Assistance Program for which AHCCCS has delegated to DES its authority to determine eligibility; KidsCare, Arizona's CHIP; and Cash Assistance, the TANF program that DES administers.

C. Days as used in this Agreement shall mean calendar days.

D. Non-Applying Primary Contact/Authorized Representative means the adult household member or other person who is not applying for Assistance Programs himself

or herself but who is submitting an application and/or supporting documentation to AHCCCS and/or DES on behalf of one or more Applicants for Assistance Programs, who may include minor children or other household members.

E. **Staff** means any employee or contractor responsible for processing applications or making eligibility determinations for Assistance Programs on behalf of AHCCCS or DES.

III. General Provisions

A. **Suspension of Administrative Actions.** Subject to the continued performance by AHCCCS and DES of the requirements contained in this Agreement, OCR shall suspend administrative actions on OCR Transaction Numbers 10-117875 and 10-117078. Upon termination of the Agreement as described in Section III.C., OCR shall discontinue all investigative action on OCR Transaction Numbers 10-117875 and 10-117078, and shall dismiss any and all administrative actions, if any, on OCR Transaction Numbers 10-117875 and 10-117078.

B. **AHCCCS's and DES's Continuing Obligations.** Nothing in this Agreement is intended to relieve AHCCCS and DES of their continuing obligations to comply with the provisions of Title VI, or any other applicable nondiscrimination statutes and their implementing regulations, for as long as they continue to receive FFA. Nothing within this Agreement conflicts with, or restricts AHCCCS's and DES's obligations to comply with 8 U.S.C. §§ 1373 and 1644 or A.R.S. § 1-501(F).

C. **Effective Date and Term of the Agreement.** The term of this Agreement (the "Term") shall commence on June 30, 2015 (the "Effective Date") and shall terminate no more than eighteen (18) months after the Effective Date as long as AHCCCS and DES are in substantial compliance with the obligations of this Agreement. This Agreement may terminate for either AHCCCS or DES individually if AHCCCS or DES individually meets substantial compliance with the obligations of this Agreement at the eighteen (18) month term of the Agreement or at any time after the eighteenth month term. The Agreement shall terminate as to AHCCCS and DES before the end of the Term if AHCCCS and DES meet their respective obligations under the Agreement. This Agreement may terminate earlier for either AHCCCS or DES individually if all joint obligations under the Agreement are fulfilled by the state agency and the state agency has met the obligations under this Agreement as to those Assistance Programs for which it is solely responsible.

Attachment 1 lists the calendar dates associated with the initial timelines for submitting and resubmitting major Agreement deliverables requiring OCR review consistent with this Agreement.

D. Timelines

At any time that either AHCCCS or DES is unable to comply with the initial timelines in Attachment 1 or any other time frame required by the Agreement, either Party may contact OCR and request an extension, which shall not be unreasonably withheld.
If OCR does not comply with an initial timeline in Attachment 1, or any other time frame required by or agreed to under this Agreement, OCR shall complete its review as soon as possible, without unreasonable delay.

E. Written Communications. All written communications which may be or are required to be given hereunder shall be sent by electronic mail or registered or certified United States mail, postage prepaid, addressed to the OCR Agreement Contact or the AHCCCS or DES Agreement Coordinator.

If intended for AHCCCS, to:
Matthew Devlin, Assistant Director/General Counsel
Office of Administrative Legal Services
Arizona Health Care and Cost Containment System
801 E Jefferson St
Phoenix, AZ 85034-2217
Matthew.Devlin@azahcccs.gov

If intended for DES, to:
Michael Wisehart, Assistant Director
Division of Benefits and Medical Eligibility1789 W. Jefferson Street
Site Code 939A
Phoenix, AZ 85007
MWisehart@azdes.gov

If intended for OCR, to:
Alicia Cornish, Supervisory Equal Opportunity Specialist
Office for Civil Rights, HHS, Region IX
90 7th Street, Suite 4-100
San Francisco, CA 94103
Alicia.Cornish@hhs.gov

F. Effect on Other Compliance Matters. The terms of this Agreement do not apply to any other federal agency or any other issues, investigations, reviews, or complaints of discrimination that are unrelated to the subject matter of this Agreement and that may be pending before OCR. Should, at any time during the Term of this Agreement, OCR receive an individual complaint consisting of the same or similar allegations of discrimination or relating to the same matter of this Agreement, OCR may refer the complaint to AHCCCS and/or DES for appropriate investigation. Following investigation into the matter, AHCCCS and/or DES will advise OCR of its investigative results and make recommendation as to whether the complaint should be subsumed under the terms of this Agreement. Such investigation shall be completed within 60 days from

the date of receipt by AHCCCS or DES, unless an exigent situation requires more expedient investigation and resolution of the complaint.

G. **Prohibition against Retaliation and Intimidation.** AHCCCS and DES shall not retaliate, intimidate, threaten, coerce, or discriminate against any person who has filed a complaint or assisted or participated in OCR's investigation of OCR Transaction Numbers 10-117875 and 10-117078 or resolution.

H. **OCR's Review of AHCCCS's and DES's Compliance with the Agreement.** OCR may review AHCCCS's and DES's compliance with this Agreement at any time during the Term of the Agreement. As part of such review, OCR may require copies of reports relevant to the review, access to Staff currently employed , copies of documents, and/or inspection of AHCCCS's and DES's facilities; If OCR requests access to information or documentation, which AHCCCS or DES seeks to withhold on the basis of the attorney-client privilege or the attorney work product privilege, AHCCCS and DES may withhold the information but shall provide OCR with a description of such information or documentation that complies with Rule 26(b)(5)(A) of the Federal Rules of Civil Procedure, and OCR will consider whether it wants to pursue access to this information if it is material to compliance with this Agreement. AHCCCS and DES agree to retain the records as required in Section IX of this Agreement to facilitate OCR's assessment of AHCCCS's and DES's compliance with this Agreement. OCR will maintain the confidentiality of all documents, files, and records received from AHCCCS and DES and will not disclose their contents except where necessary for enforcement purposes or where otherwise required by law. If disclosure is necessary under this paragraph, OCR shall redact all personally identifiable client information as required by federal law.

I. **Non-Waiver Provision.** Failure by OCR to enforce any provision of this Agreement with respect to any deadline or any other provision shall not be construed as a waiver of OCR's right to enforce other deadlines or provisions of this Agreement.

J. **Modification of Agreement.** This Agreement may be modified by mutual agreement of all of the Parties in writing.

K. **Effect of AHCCCS and DES Program Changes.** AHCCCS and DES each reserve the right to change or modify their Assistance Programs, so long as AHCCCS and DES ensure compliance with Title VI and other applicable federal statutes and the provisions of this Agreement.

L. **Publication or Release of Agreement.** The Parties place no restrictions on the publication of this Agreement or its terms. In addition, the Parties acknowledge that a Party may be required to release this Agreement and all related materials to any person upon request as required by law.

M. **Severability.** In the event that a court of competent jurisdiction determines that any provision of this Agreement is unenforceable, such provision shall be severed from the Agreement and all other provisions shall remain valid and enforceable; provided, however, that if the severance of any such provision materially alters the rights or

obligations of the Parties, they shall, through reasonable, good faith negotiations, agree upon such other amendments hereto as may be necessary to restore the Parties as closely as possible to the relative rights and obligations initially intended to them hereunder.

N. **Third Party Rights.** This Agreement may be enforced only by the Parties to this Agreement and their respective legal representatives. This Agreement shall be unenforceable by third parties and shall not be construed to create third party beneficiary rights.

O. **Technical Assistance.** OCR will provide AHCCCS and DES with appropriate technical assistance regarding compliance with this Agreement, as requested and as reasonably necessary.

IV. Administrative Provisions

A. Recognition

Pursuant to this Agreement, Title VI, and their own policies, AHCCCS and DES are committed to ensuring all persons an equal opportunity to participate fully in Assistance Programs and activities regardless of race, color, or national origin.

B. Agreement Coordinators

The Agreement Coordinators are listed in Section III E. These individuals are responsible for coordinating each agency's respective efforts to comply with this Agreement and shall notify OCR in writing of the designations. AHCCCS and DES shall notify OCR in writing of any subsequent changes in the designations of the Agreement Coordinators within 15 days of such change.

Each Agreement Coordinator or designee shall have responsibility for overseeing and directing his or her agency's respective compliance with this Agreement, including but not limited to:

1. Reporting to OCR any major revision of Policies and Procedures listed in Section IV.D.-E., and overseeing the implementation of the Policies and Procedures consistent with this Agreement;

2. Reporting to OCR any major revision of the Staff training plans and training materials, pursuant to Section V., and overseeing the implementation of the training plans and the requirements to train Staff consistent with the Agreement;

3. Reporting to OCR any major revision of Assistance Program applications or related forms, pursuant to Section IV.G., and overseeing the use of Assistance Program applications or related forms, consistent with this Agreement;

4. Notifying individuals of the Title VI Grievance Procedure, pursuant to Sections IV.D.3. and VI.A.1., and processing grievances received, consistent with this Agreement;

5. Overseeing the implementation of the monitoring requirements as required by Section VII and submitting reports to OCR as required in Section VIII.; and

6. Overseeing and ensuring the proper maintenance of records as required by Section IX.

C. OCR Agreement Contact(s)

The OCR Agreement Contact is listed in Section III E. The OCR Agreement Contact has the authority to make decisions on behalf of OCR. OCR shall notify AHCCCS and DES in writing of any subsequent changes in the designation(s) of the OCR Agreement Contact within 15 days of such change.

OCR's Agreement Contact and the Agreement Coordinator for AHCCCS or DES will arrange meetings between OCR and agency Staff. AHCCCS and DES reserve the right to have legal counsel present for OCR's inquiries of agency Staff, unless an agency Staff person who is exercising his or her whistleblowing or informant rights independently contacts OCR.

D. Policies and Procedures

1. AHCCCS and DES commit to using policies and procedures ("Policies" and Procedures") described in Section IV.D.2.-3., that are compliant with Title VI and this Agreement.

2. Within 60 days of the Effective Date of this Agreement, AHCCCS and DES shall each develop and submit to OCR a written policy, and procedure that complies with Title VI, on how Staff identify individuals for reporting to Immigration and Customs Enforcement (ICE), as required by A.R.S. § 1-501(E), provided that such policy has not been submitted to OCR prior to the Effective Date of this Agreement.

3. Within 60 days of the Effective Date of this Agreement, AHCCCS shall develop and submit to OCR a written policy and procedure for receiving and promptly responding to complaints and concerns from Applicants of, or beneficiaries of, Assistance Programs or Non-Applying Primary Contacts/Authorized Representatives, alleging discrimination based on race, color, or national origin ("Title VI Grievance Procedure"). Such Title VI Grievance Procedure must be available in the languages required by Title VI, including Spanish.

E. Review of Policies and Procedures

OCR shall review the Policies and Procedures referenced in Section IV.D., of the Agreement for compliance with Title VI and this Agreement.

1. For Policies and Procedures AHCCCS or DES already provided to OCR prior to the Effective Date of this Agreement, OCR shall review and make written recommendations of any changes necessary to comply with the purpose of this Agreement within 30 days of the Effective Date of this Agreement. If no changes are necessary, OCR shall so respond in writing.

2. Upon OCR's receipt of a Policy and Procedure after the Effective Date of this Agreement, OCR shall review and make written recommendations of any changes necessary to comply with the purpose of this Agreement within 30 days of receipt of the Policy. If no changes are necessary, OCR shall so respond in writing.

3. AHCCCS and DES shall resubmit any revised Policy and Procedure for OCR comment within 60 days of receipt of OCR's recommendations, if any, for change.

4. OCR will review any revised Policies and Procedures within 30 days of receipt and respond in writing.

F. Distribution and Implementation of Policies and Procedures

Within 60 days of OCR's final review of each Policy and Procedure, AHCCCS and DES shall distribute by mail, email, or other applicable means, their respective Policies and Procedures to their Staff and shall implement such Policies and Procedures. Any increase in the number of reports to Immigration and Customs Enforcement (ICE) or decrease in the number of applications following the implementation of Policies and Procedures as described in Section D.3., shall not constitute the sole basis for finding that AHCCCS or DES is not in substantial compliance with this Agreement.

G. Applications and Related Forms

1. To the extent not inconsistent with any other federal laws, AHCCCS and DES shall commit to using applications and related forms for Assistance Programs that comply with Title VI and that are consistent with the guidance contained in the Tri-Agency Policy Guidance Regarding Inquiries into Citizenship, Immigration Status and Social Security Numbers in State Applications for Medicaid, State Children's Health Insurance Program (SCHIP), Temporary Assistance for Needy Families (TANF), and Food Stamp Benefits (Tri-Agency Guidance) dated September 21, 2000, and available at http://www.hhs.gov/ocr/civilrights/resources/specialtopics/origin/triagency.html.

2. Within 15 days of the Effective Date of this Agreement, AHCCCS and DES shall each provide OCR with copies of all paper applications and related forms, and access to all online applications and related forms for Assistance Programs that AHCCCS and DES currently use or intend to use that have not been provided to OCR prior to the Effective Date of this Agreement. To the extent it is necessary for OCR to create a test application to review or evaluate the functionality of an online application as part of this Agreement, AHCCCS and DES agree that OCR shall not be subject to any civil or criminal sanctions for entering hypothetical information into the system. OCR will coordinate with AHCCCS and DES prior to OCR's test use of the online system.

3. Throughout the Term, AHCCCS and DES shall provide OCR copies of, access to, or otherwise make available, any newly created or revised paper or online Assistance Program applications and related forms to OCR for review that implicate Title VI issues and are material to this Agreement.

4. For Assistance Program applications and related forms AHCCCS or DES already provided to OCR prior to the Effective Date of this Agreement, OCR shall review and recommend in writing any changes necessary to comply with the purpose of this Agreement within 45 days of the Effective Date of this Agreement. If no changes are necessary, OCR shall so respond in writing.

5. Upon OCR's receipt of Assistance Program applications and related forms after the Effective Date of this Agreement, which have not been previously provided to OCR, OCR shall review and recommend in writing any changes necessary to comply with the purpose of this Agreement within 60 days. If no changes are necessary, OCR shall so respond in writing.

6. AHCCCS and DES shall resubmit for OCR review and comment any revised Assistance Program applications and related forms within 30 days of receiving OCR's recommended changes, if any.

7. OCR will review the revised Assistance Program applications and related forms and respond in writing within 30 days of receipt indicating any recommended changes necessary to comply with the purpose of this Agreement. If no changes are necessary, OCR shall so respond in writing.

8. Except as provided in subsection 9 below, AHCCCS and DES shall use such applications or related forms within 120 days for electronic documents, and 180 days for paper documents of OCR's final response.

9. The Parties agree that any application or form used by AHCCCS or DES that must be approved by the Centers for Medicare & Medicaid Services ("CMS") satisfies all of DES' and AHCCCS' obligations under this Agreement upon

AHCCCS' or DES' submittal to CMS of any changes proposed under this Section IV.G.

V. Training

A. Staff Training

AHCCCS and DES shall each develop a plan for mandatory Staff training. The training plans shall include copies of or access to training materials, descriptions of the methods that AHCCCS and DES will use to train Staff, and requirements that AHCCCS and DES each maintain a registry that records the names and positions of Staff trained and the date on which each was trained, consistent with this Agreement.

B. Training Plans

The training plans shall demonstrate how the training will be sufficient in content and duration to cover the following topics:

1. Title VI and the Tri-Agency Guidance, including the consideration of the special eligibility rules regarding the collection of citizenship status, immigration status, and Social Security numbers for emergency Medicaid services, found in the Tri-Agency Guidance;

2. AHCCCS's and DES's Policies and Procedures required by Section IV.D. of this Agreement;

3. Strategies for administering the Assistance Programs in compliance with Title VI and consistent with the Tri-Agency Guidance. Such strategies may include assisting Assistance Program Applicants and Non-Applicant Primary Contacts/Authorized Representatives with completing or answering the citizenship status, immigration status, and Social Security number inquiries on the Assistance Program applications and related forms.

C. Review of Training Plans and Training Materials

1. Within 90 days of OCR's final review of the Policies and Procedures, AHCCCS and DES shall each provide OCR with their respective training plans and training materials that have not already been provided to OCR prior to the Effective Date of this Agreement.

2. For training plans and/or training materials that AHCCCS or DES already provided to OCR prior to the Effective Date of this Agreement, OCR shall review and recommend in writing any changes necessary to comply with the purpose of this Agreement within 30 days of OCR's final review of the Policies and Procedures. If no changes are necessary, OCR shall so notify AHCCCS and DES in writing.

3. Upon OCR's receipt of training plans and/or training materials after the Effective Date of this Agreement, OCR shall review and recommend in writing any changes necessary to comply with the purpose of this Agreement within 30 days. If no changes are necessary, OCR shall notify AHCCCS and DES in writing.

4. AHCCCS and DES shall resubmit to OCR any revised copies of the training plans and/or training materials within 60 days of receipt of OCR's recommendations, if any.

5. Within 30 days of receipt, OCR will review and recommend in writing any changes to any revised training plans and training materials necessary to comply with the purpose of this Agreement and if changes are not necessary, OCR shall so notify AHCCCS and DES in writing.

D. Implementation of Training Plans

Within 30 days, and annually thereafter, of OCR's final review of both training plans and training materials, AHCCCS and DES shall implement their training plans and train Staff by using the training materials. AHCCCS and DES shall train new Staff, in an initial orientation training, within at least 90 days of initial hire, and annually thereafter.

VI. Outreach and Public Notification

A. Specific Outreach Activities

1. Within 60 days of OCR's final review of each Title VI Grievance Procedure:

   a. AHCCCS shall prominently post a link or links to the Title VI Grievance Procedure and its Notice of Nondiscrimination on the following websites:

      i. Landing pages for Applicants and beneficiaries of Assistance Programs (www.azahcccs.gov/Applicants/default.aspx and www.azahcccs.gov/members/default.aspx); and

      ii. Home page of the online application for Assistance Programs (https://www.healthearizonaplus.gov/default/default.aspx); and

   b. DES shall prominently post a link or links to the Title VI Grievance Procedure and its Notice of Nondiscrimination on the following website: https://www.azdes.gov/appforms.aspx?type=14&category=368;

   c. AHCCCS and DES shall include, in handbooks and brochures made available to Applicants, new enrollees, and beneficiaries of Assistance

Programs, summaries of the Title VI Grievance Procedures and their respective Notices of Nondiscrimination.

d. The Notice of Nondiscrimination referred to in this Section A.1.a. - c., means a notice that states: "Households with different immigration statuses may apply for benefits on behalf of US Citizen children and other eligible family members."

2. The specific outreach activities for AHCCCS and DES include:

a. AHCCCS posting the substance of this Agreement and its requirements on the agenda of the State Medicaid Advisory Committee within 90 days of the Effective Date of this Agreement;

b. AHCCCS and DES will publicize the provision of Assistance Program services in a nondiscriminatory manner and advise eligible Applicants and Non-Applying Primary Contacts/Authorized Representatives of their right to apply for Assistance Programs, within 60 days of the Effective Date of this Agreement by adding the statement in Section 1.d., above to the websites and documents described in 1.a.- c.

c. AHCCCS offering training and information on Title VI compliance and the Tri-Agency Guidance to third parties that subscribe with AHCCCS for use of the online application system, within 60 days of the Effective Date this Agreement.

VII. Monitoring

A. Oversight Programs

To ensure that Applicants and other persons are not discriminated against on the basis of national origin, AHCCCS and DES shall each develop and implement an oversight program to monitor Staff practices to ensure ongoing conformity with established Policies and Procedures, the Tri-Agency Guidance, compliance with the nondiscrimination requirements of Title VI, and this Agreement.

AHCCCS and DES shall:

1. Routinely review reports required by A.R.S. § 1-501(E) to ensure the identification of individuals for reporting is not based on discriminatory factors or because of a person's national origin status, including a person's physical characteristics, cultural background, ancestry, country of origin, or linguistic characteristics, such as a person's limited English proficiency;

2. Routinely review Title VI grievances filed by individuals alleging discrimination in AHCCCS's or DES's administration of Assistance Programs to verify that all allegations of Title VI discrimination are thoroughly investigated and resolved to ensure the provision of nondiscriminatory services;

3. Assess Staff knowledge about AHCCCS's and DES's Policies and Procedures relating to Staff responsibilities to administer Assistance Programs in compliance with Title VI and consistent with the Tri-Agency Guidance;

4. Review methods used to disseminate AHCCCS's and DES's Title VI Grievance Procedures and Notices of Nondiscrimination, as required by Section VI.A of this Agreement, to ensure the effectiveness of the methods; and

5. Take reasonable remedial measures to correct any Title VI noncompliance or to address any deficiencies in AHCCCS's and DES's capacity to mitigate the risks of Title VI noncompliance.

VIII. Reporting

A. Data Collection and Reporting

1. AHCCCS and DES shall maintain a record-keeping system of readily available data regarding the number of Applicants seeking benefits under each Assistance Program.

2. Within 90 days of the Effective Date of this Agreement, and for every 90-day period thereafter, AHCCCS and DES shall submit to OCR a report on monthly enrollment data broken down by national origin for each Assistance Program to the extent that AHCCCS or DES collect such data. See Section IX.

B. Content and Form of Reports

AHCCCS and DES, in consultation with OCR, shall determine the content and the form for each report submitted pursuant to this Section.

C. Progress Reports

In addition to the submission of any plan, document, report, or other information specified in this Agreement, AHCCCS and DES shall provide OCR progress reports to document compliance with this Agreement. AHCCCS and DES shall provide OCR the first progress reports 6 calendar months from the Effective Date of this Agreement and every 6 calendar months thereafter for the Term of this Agreement.

Each progress report shall include, at a minimum:

1. A narrative description of the actions taken by AHCCCS and DES to comply with this Agreement;

2. The record of trainings for Staff, as set out in Section V.; and

3. The number of Title VI grievances, if any, that have been filed and processed during the relevant reporting period, and a summary of the dispositions for grievances resolved, if any, during the reporting period.

IX. Maintenance of Records

AHCCCS and DES shall maintain and retain records documenting the information required by the Agreement and compliance with the Agreement. AHCCCS and DES shall make such records available, upon request, to OCR throughout the term of the Agreement. If OCR requests access to information or documentation which AHCCCS or DES seeks to withhold on the basis of the attorney-client privilege or the attorney work product privilege, AHCCCS and DES may withhold the information but shall provide OCR with a description of such information or documentation that complies with Rule 26(a)(5)(A) of the Federal Rules of Civil Procedure, and OCR will consider whether it wants to pursue access to this information if it is material to compliance with this Agreement.

OCR understands that AHCCCS and DES are not obligated under this Agreement to maintain or collect records other than those currently maintained and collected by AHCCCS and DES. AHCCCS and DES Applicant information is only collected by DES for the Medical and Cash Assistance Programs. In addition, information concerning race/ethnicity are voluntarily self-reported by Applicants, thus do not present a complete picture of the race/ethnicity of all Applicants served. Furthermore, the information is only collected on Supplemental Nutrition Assistance cases. The information will not include cases that are only Medical or Cash Assistance without a Nutrition Assistance component.

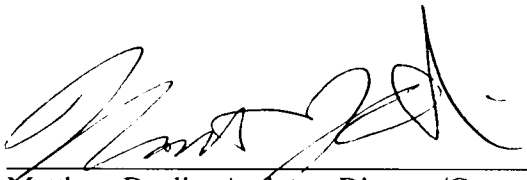
X. Signatures

The individual who signs this Agreement on behalf of AHCCCS represents that he or she is authorized to execute and legally bind AHCCCS to this Agreement. The individual who signs this Agreement on behalf of DES represents that he or she is authorized to execute and legally bind DES to this Agreement. The individual signing on behalf of OCR represents that he or she is authorized to execute and legally bind OCR to this Agreement.

Mark Darmer

Mark Darmer
Deputy Director of Programs
Arizona Department of Economic Security

7/04/15
Date



July 7, 2015

Matthew Devlin, Assistant Director/General Counsel
Office of Administrative Legal Services
Arizona Health Care and Cost Containment System

Date

Michael Leoz
Regional Manager
Office for Civil Rights, Region IX
U.S. Department of Health and Human Services

Date

Attachment 1 - Timeline of Major Agreement Deliverables
OCR Transaction Numbers: 10-117078 & 10-117875
(Effective Date June 30, 2015)

	ACTION ITEM	CALENDAR DAYS	PARTY(IES)	INITIAL DUE DATE
	Applications and Related Forms			
1	Provide OCR copies of paper applications and related forms and access to all online applications and related forms that have not been provided to OCR prior to the Effective Date of this Agreement. Section IV.G.2.	15 days from Effective Date	AHCCCS	7/15/15
			DES	Done
2	Review and recommend changes on Assistance Program applications and related forms (provided to OCR prior to the Effective Date of this Agreement). Section IV.G.4.	45 days from Effective Date	OCR	8/14/15
3	Review and recommend changes on Assistance Program applications and related forms (provided to OCR after the Effective Date of this Agreement). Section IV.G.5.	60 days from OCR's receipt of Assistant Program applications (Submitted to OCR after the Effective Date of this agreement)	OCR	
4	Resubmit revised Assistance Program applications and related forms for OCR's review and comment. Section IV.G.6.	30 days from receipt of OCR's recommended changes.	AHCCCS	
			DES	
5	Review and recommend any changes on revised Assistance Program paper applications and related forms. If no changes are necessary, OCR will respond in writing. Section IV.G.7.	30 days from OCR's receipt of revised applications and related forms	OCR	
6	Utilize OCR reviewed (electronic) Program Assistance applications and related forms. Section IV.G.8.	120 days following OCR's final review	AHCCCS	
			DES	

7	Utilize OCR reviewed (paper) Program Assistance applications and related forms. Section IV.G.8.	180 days following OCR's final review	AHCCCS	
			DES	
	Policies and Procedures			
8	Develop and submit to OCR a written Policiy and Procedure on how Staff identify individuals for reporting to Immigration and Customs Enforcement (ICE) (unless previously submitted to OCR prior to the Effective Date of this Agreement). Section IV.D.2.	60 days from Effective Date	AHCCCS	8/29/15
			DES	Done
9	Develop written P&P for receiving and responding to discrimination complaints (Title VI Grievance Procedure) Section IV.D.3.	60 Days from Effective Date	AHCCCS	8/29/15
10	Review and recommend changes on AHCCCS and DES Policies and Procedures. (Provided to OCR prior to the Effective Date of this Agreement.) If no changes are necessary, OCR will respond in writing. Section IV.E.1.	30 days from Effective Date	OCR	7/30/15
11	Review and recommend changes on Policies and Procedures (submitted to OCR after Effective Date of Agreement. If no changes, OCR shall respond in writing. Section IV.E.2.	30 days from OCR's receipt of a Policy and Procedure	OCR	
12	Submit revised Policies and Procedures to OCR for comment, if necessary. Section IV.E.3.	60 days from receipt of OCR's recommendations for change	AHCCCS	
			DES	
13	OCR final review of revised Policies and Procedures. Section IV.E.4.	30 days from OCR's receipt of revised Policy and Procedure	OCR	
14	Distribute and Implement OCR reviewed Policies and Procedures Section IV.F.	60 days from OCR's final review of Policies and Procedures	AHCCCS	
			DES	

	Training			
15	Provide OCR with training plans and training materials (not previously provided to OCR prior to the Effective Date of this Agreement). Section V.C.1.	90 days after OCR's final review of Policies and Procedures.	AHCCCS	
			DES	
16	Provided OCR with training plans and training materials prior to the Effective Date of this Agreement. Section V.C.1.	N/A	DES	DONE
17	Review and recommend changes to training materials and/or training plans (submitted prior to Effective Date of this agreement). Section V.C.2.	30 days from OCR's final review of Policies and Procedures.	OCR	
18	Review and recommend changes on training plans and training materials (submitted to OCR after Effective Date of this Agreement). Section V.C.3.	30 days from OCR's receipt of training materials or training plans	OCR	
19	Submit revised training plans and/or training materials to OCR. Section V.C.4.	60 days from the receipt of OCR's recommendations for change	AHCCCS	
			DES	
20	Final Review of revised training plans and/or training materials. If no changes, OCR shall so respond in writing. Section V.C.5.	30 days from OCR's receipt of revised training plans or training materials	OCR	
21	Implement training plans and train Staff by using OCR reviewed training materials Section V.D.	30 days of OCR's final review of both the training plans and training materials, and annually thereafter	AHCCCS	
			DES	

	Outreach			
22	Post links to AHCCCS's Title VI Grievance Procedure and Notice of Nondiscrimination on the AHCCCS websites identified in the Agreement; include a summary of Title VI Grievance Procedure and Notice of Nondiscrimination in handbooks and brochures. Sections VI.A.1.a. andA.1.c.	60 days after OCR's final review AHCCCS's Title VI Grievance Procedure	AHCCCS	
23	Post a link to DES's Title VI Grievance Procedures and Notice of Nondiscrimination on the DES website identified in the Agreement; include a summary of Title VI Grievance Procedure and Notice of Nondiscrimination in handbooks and brochures. Sections VI.A.1.b. and VI.A.1.c.	60 days after OCR's final review of DES's Title VI Grievance Procedure	DES	
24	Post the substance of this Agreement and its requirements on the Agenda of the State Medicaid Advisory Committee Section VI.A.2.a.	90 days from Effective Date	AHCCCS	8/29/15
25	Publicize the provision of Assistance Program Services in a non-discriminatory manner. VI.A.2.b.	60 Days from Effective Date	AHCCCS	8/29/15
			DES	8/29/15
26	Offer training information on Title VI compliance and Tri-Agency Guidance to Third-parties VI.A.2.c.	60 days of Effective Date	AHCCCS	8/29/15
	Reporting			
27	Submit a report on monthly enrollment data broken down by national origin for each Assistance Program. Section VIII.A.2.	90 days from Effective Date (and every 90 days thereafter for the Term of Agreement)	AHCCCS	9/28/15
			DES	9/28/15
28	Provide progress reports to OCR to document compliance with the Agreement. Section VIII.C.	6 months from Effective Date and every 6 months thereafter (for the Term of the Agreement)	AHCCCS	12/30/15
			DES	12/30/15

Membership

State Medicaid Advisory Committee Members (as of August 19, 2015)

First Name	Last Name	Title	Organization	Address	Phone	Email Address	Term dates
Ex-Officio Members							
Thomas	**Betlach**	Director	AHCCCS				N/A
Cara	**Christ**	Director	Arizona Department of Health Services				N/A
Kathy	**Waite**	DES/AHCCCS Liaison	Arizona Department of Economic Security				N/A
Provider/Professional Members							
Tara	**McCollum Plese**	Director of Government & Media Relations	Arizona Association of Community Health Centers				**Term:** 2/2014 – 2/2016
Kevin	**Earle, MBA, MPH**	Executive Director	Arizona Dental Association				**Term:** 4/2013 – 4/2015
Kathleen	**Collins Pagels**	Executive Director	Arizona Health Care Association				**Term:** 7/2013 – 7/2015
Amanda	**Aguirre**	CEO / President	Regional Center for Border Health				**Term:** 4/2013 - 4/2015
Peggy	**Stemmler, M.D.**	Pediatrician and Consultant	Arizona Academy of Pediatrics and Stemmler and Associates				**Term:** 4/2014 – 4/2016
Barbara	**Fanning**	Director, Government Affairs	AZ Hospital and Healthcare Association				**Term: 10/2015 - 10/2017** **Nominated** **Replaced Kathy Byrne**
Gina	**Judy**	CAO	Encompass Integrated Care				**Term: 10/2015 - 10/2017** **New Nominated Provider**
Frank	**Scarpati**	President / CEO	Community Bridges, Inc.				**Term: 10/2015 - 10/2017** **New Proposed Provider**

State Medicaid Advisory Committee Members (as of August 19, 2015)

First Name	Last Name	Title	Organization	Address	Phone	Email Address	Term dates
Public Members							
Kim	**VanPelt**	Associate Director	St. Luke's Health Initiative				**Term:** 7/2013 – 7/2015
Leonard	**Kirschner, M.D., M.P.H.**	Board Member	Arizona Perinatal Trust				**Term:** 2/2013 – 2/2015
Phil	**Pangrazio**	Executive Director	AZ Bridge for Independent Living				**Term:** 2/2014 – 2/2016
Steve	**Jennings**	State Director	AARP Arizona				**Term:** 7/2014 - 7/2016
Vernice C. (Cheri)	**Sampson**	Senior Pastor	Salt River Assembly of God				**Term:** 1/2015 - 1/2017
Joyce	**Millard Hoie**		Raising Special Kids				**Term: 10/2015 - 10/2017** **Nominated** **Replaced Tomas Leon**
Dan	**Haley**	Chief Executive Officer	HOPE				**Term: 10/2015 - 10/2017** **New Nominated Public**
Nick	**Danger**	President	The Next Step Peer Mentoring and More				**Term: 10/2015 - 10/2017** **New Nominated Public**
Timothy	**Leffler**	Permanently Dsabled					**Term: 10/2015 - 10/2017** **New Recommended Public**

Committee Composition
The committee shall include the Director or a designee, the DHS Director or a designee, and the DES Director or a designee; eight health care providers or professionals with a direct interest in the AHCCCS program; and nine members of the public (such a Medicaid recipient, a consumer advocate, a representative of a tribal community, or a representative of the educational community).

Appointment Process and Length of Term
The Director or a designee, the DHS Director or a designee, and the DES Director or a designee positions are ex-officio. The remaining 15 committee members shall be appointed by the Director for two, two year terms. The AHCCCS Director or a designee is the committee's chairperson and is responsible for setting meeting agendas. The chairperson can call special meetings. The chairperson shall preside at all meetings, and shall facilitate discussion by the members. The committee may submit to the Director a list of nominees for expiring terms. The Director may solicit or receive nominations from other sources.

Public	Provider
Nick Danger – Nominated by Dara Johnson - AHCCCS Mr. Danger has been an active member of the ALTCS Advisory Council for over a year. Mr. Danger is a leader in his community by mentoring others who have experienced disability. He established a non-profit organization called The Next Step Peer Mentoring and More to support others to pursue their personal goals. Mr. Danger primarily uses recreational sports as a means to mentor others. This includes kayaking and shooting gallery activities. In addition to being a peer mentor, Mr. Danger uses his personal perspective of an ALTCS member and professional mentoring experience to support the ALTCS Advisory Council to advise on opportunities for system improvements and the development of new program initiatives. Previously, Mr. Danger also served on the Arizona Disabled Sports Board of Directors.	**Barbara Fanning – Nominated by Greg Vigdor - AzHHA** Barb has extensive experience in both legislative and regulatory affairs. She also works on all Medicaid related issues concerning the hospitals.
Dan Haley – Nominated by Kathy Bashor - OIFA Dan Hayley, CEO of HOPE in in Tucson. Dan is a highly respected Peer and businessman who has done a great deal for our community's throughout Arizona. He also represents the Tucson area which historically has not been geographically well represented at the state level.	**Gina Judy – Nominated by Tomica Hampton - PPEP** Ms. July has been an active participant in the DD community for many years. Assisting members providing a safe, clean and healthy life style for many members throughout Arizona is just a small part of her day. Ms. Judy actively assists members and their families to get the best services for each individual based on their needs and wants and not her own personal thoughts. Ms. Judy drives for success in all she does and won't stop till she gets it.
Joyce Millard Hoie – Nominated by Phil Pangrazio - ABIL Joyce Millard Hoie has served for fifteen years as chief executive of Raising Special Kids, Arizona's largest family advocacy organization for children with special health care needs. Ms. Millard Hoie participates in many capacities with state agencies and community programs to address systems design and improvement issues, and has been appointed to various boards and councils including early childhood, developmental disabilities, and vocational rehabilitation. Ms. Millard Hoie has secured multi-year projects from HRSA for Arizona's Family to Family Health Information Center, a federal project to improve outcomes for children with special health care needs. She has been active in promoting family stakeholder engagement for the CRS integration to AHCCCS, the AHCCCS Systemic Assessment and Transition Plan, and DDD strategic planning activities. Ms. Millard Hoie holds a graduate degree in public administration and is the parent of son with a developmental disability.	**Dr. Frank Scarpati – Nominated by Self – Community Bridges, Inc.** Licensed/Certified Independent Addictions Counselor State, National, International since 1980. USAF Regional Administrator for all Prevention and Treatment programs in the Pacific. Three years Arizona Governor's Office of Drug Policy. CEO, Community Bridges since 1996. CBI is the largest provider of Crisis services and integrated care (addiction, psychiatric, medical) in Arizona. CBI has 35 locations, 780 personnel, contracts with each of the 3 RBHAs, Navajo Nation, 4 other Native American tribes, 27 health plans (including all AHCCCS plans), crisis services (over 60,000 entities per year). During my 35+ years providing health care services, I have served on numerous boards, commissions, and Legislative committees. This work is important and I would appreciate being a part of it.
Timothy Leffler – Nominated by Mary Bayless - FASTQ Timothy has been a member of the Episcopal Diocese of Arizona's Program Group on Disability Concerns for 3 1/2 years. A member of Trinity Episcopal Cathedral's Health & Wellness Ministry Group , for 3 years and involved with Valley Interfaith Project (VIP) for the past 2 years. Timothy became involved with VIP during their work supporting Governor Brewers Medicaid Expansion Legislation. He shared his story as a "single male, no children" who would have been removed from the AHCCCS roles without passage of Medicaid Expansion. Timothy has been on AHCCCS since July 1, 2010 and was approved for ALTC on August 28 of 2014. Timothy has been a resident of Desert Terrace Healthcare Center since June 30, 2014.	

Nick Danger

Mr. Danger has been an active member of the ALTCS Advisory Council for over a year. Mr. Danger is a leader in his community by mentoring others who have experienced disability. He established a non-profit organization called The Next Step Peer Mentoring and More to support others to pursue their personal goals. Mr. Danger primarily uses recreational sports as a means to mentor others. This includes kayaking and shooting gallery activities. In addition to being a peer mentor, Mr. Danger uses his personal perspective of an ALTCS member and professional mentoring experience to support the ALTCS Advisory Council to advise on opportunities for system improvements and the development of new program initiatives. Previously, Mr. Danger also served on the Arizona Disabled Sports Board of Directors.

Dan Haley

Dan Haley has been the Chief Executive Office for HOPE, Inc. since April 2010 and has strategically positioned HOPE as a major hub for the recovery movement in Arizona. Dan plays an influential role in showcasing the value of peer support in promoting recovery for people with substance use and mental health issues. Dan often shares his own story of recovery internally at HOPE as well as externally in the community, in order to demonstrate the power of peer support and to break down stigma. Dan's leadership at HOPE has increased community collaborations, systems integration, and creative, low-cost solutions to complex social issues.

Joyce Millard Hoie

Joyce Millard Hoie has served for fifteen years as chief executive of Raising Special Kids, Arizona's largest family advocacy organization for children with special health care needs. Ms. Millard Hoie participates in many capacities with state agencies and community programs to address systems design and improvement issues, and has been appointed to various boards and councils including early childhood, developmental disabilities, and vocational rehabilitation. Ms. Millard Hoie has secured multi-year projects from HRSA for Arizona's Family to Family Health Information Center, a federal project to improve outcomes for children with special health care needs. She has been active in promoting family stakeholder engagement for the CRS integration to AHCCCS, the AHCCCS Systemic Assessment and Transition Plan, and DDD strategic planning activities. Ms. Millard Hoie holds a graduate degree in public administration and is the parent of son with a developmental disability.

Timothy Leffler

Timothy has been a member of the Episcopal Diocese of Arizona's Program Group on Disability Concerns for 3 1/2 years. A member of Trinity Episcopal Cathedral's Health & Wellness Ministry Group , for 3 years and involved with Valley Interfaith Project (VIP) for the past 2 years. Timothy became involved with VIP during their work supporting Governor Brewers Medicaid Expansion Legislation. He shared his story as a "single male, no children" who would have been removed from the AHCCCS roles without passage of Medicaid Expansion. Timothy has been on AHCCCS since July 1, 2010 and was approved for ALTC on August 28 of 2014. Timothy has been a resident of Desert Terrace Healthcare Center since June 30, 2014.

Barbara Fanning

Barbara Fanning is the Director of Government Affairs for the Arizona Hospital and Healthcare Association (AzHHA) where she is the organization's full-time lobbyist. She is responsible for developing and advancing the advocacy agenda of Arizona hospitals and health systems at the state level. Ms. Fanning works on a variety of legislative and budgetary issues affecting Arizona hospitals, including those involving Arizona's Medicaid program, behavioral health services, trauma and emergency care and efforts to improve access to healthcare coverage for Arizona's uninsured. She also coordinates the association's elections strategy through independent expenditures and the political action committee.

Prior to joining AzHHA in October 2009, Ms. Fanning served as Legislative Liaison at the Arizona Department of Health Services (ADHS), acting as the contact between the Governor's Office and the Legislature for ADHS and working on legislation and state budget issues.

Ms. Fanning holds a B.A. in Political Science from Syracuse University.

Gina Judy

Gina K. Judy, Chief Administrative Officer for PPEP, Inc. and Encompass Integrated Care, brings over 30 years of experience and advocacy for individuals with developmental disabilities to Arizona.

Ms. Judy holds a Masters of Arts degree in Organizational Management and is presently completing research for her doctoral dissertation on Organizational Leadership. She continues to be recognized for her advanced practice of authentic leadership and her ability to improve the performance of groups.

On an international level, Ms. Judy is recognized as one of the leading experts in individualized program development for individuals with unique challenges. She has developed and implemented a wide variety of community integrated services for individuals in rural communities that have been recognized as model programs in the field of developmental disabilities.

On a national level, Ms. Judy serves as Arizona's representative to the American Network of Community Options and Resources. These offices and a past position as Executive Director of a statewide organization committed to ensuring quality of life for individuals with disabilities has provided an excellent foundation to continue her strong advocacy role for children and adults with intellectual and developmental disabilities.

On a state level, Ms. Judy has held a variety of appointments and has actively participated in numerous collaborative efforts that have emphasized positive movement and change in service deliver for individuals with developmental disabilities of all ages. She currently holds several state appointments including an appointment on Arizona's Developmental Disabilities Advisory Council and an executive officer position with the Arizona Association of Providers for People with Disabilities.

With a strong belief that within the heart of each community everyone belongs, Ms. Judy continues to advance public policy, develop integrated opportunities, and implement sustainable services rich with uniqueness, mobility, diversity and choice.

PROFESSIONAL BIOGRAPHICAL SUMMARY

Dr. Frank Scarpati

Frank Scarpati has a Doctorate in Higher Education from the University of Southern California, a Master's Degree in Human Resources Management from Pepperdine University, and a Bachelor's Degree in Business Administration from Columbia College. He is a certified Psychotherapist; a Licensed Independent Substance Abuse Counselor (LISAC); Master's Level Addiction Counselor (State, National, and International); Compulsive Gambling Counselor; and Community College Teacher. Dr. Scarpati has also completed advanced training from the Center for Applied Science as a Relapse Prevention Specialist; the Arizona Attorney General's Office as a Labor Relations Mediator; and a Reality Therapist Certification from the Los Angeles based Reality Therapy Institute. He maintains proficiency in the field of Addiction Treatment as a non-Physician Professional participant in the American Society of Addiction Medicine (ASAM).

In February 1996, Dr. Scarpati became the President/CEO of the East Valley Addiction Council (EVAC), a medical detoxification unit supported by 20 employees and nurtured it into becoming Community Bridges, Inc., an Arizona private non-profit agency with 820 employees who deliver Integrated Behavioral Health and Medical services in virtually every county in Arizona at: 3 Level I Sub-Acute Inpatient Crisis Care/Medical Detoxification Centers (46 Medical Detoxification beds delivering over 5,000 4-5 day Medical Detoxification protocols annually and over 100 short-term (23 hour) Crisis Stabilization beds that routinely provide over 50,000 crisis entries per year); 3 Level II Residential Treatment Programs; a 24-bed Residential Day Treatment Program (12 beds for addiction and 12 beds for mental illness); and a 16-bed General Mental Health and Substance Abuse Residential Program; 5 Intensive Outpatient/Relapse Prevention Treatment Programs (including 1 gender-specific women's program) that serve over 4,000 adults each year; 6 geographically separate Level IV Rural Stabilization Recovery Units (50 residential beds and 60 person per day stabilization triage capacity); 2 Level III Urban Stabilization Recovery Units (32 short-term residential beds; a 50 person per day 23-hr triage capability); and a Prevention, Education, and Community Development program serving over 30,000 individuals and families each year; including a 56-bed long-term Residential Day Treatment Program for 24 pregnant women and 32 infants and toddlers. Dr. Scarpati is the creator of *UnScript*, a cutting edge integrated approach to treating the bio-psycho-social-spiritual consequences of unintentional addiction resulting from overutilization of prescription pain medication.

Dr. Scarpati is the founder and Executive Director of the Education and Training Institute, a consulting organization whose focus is the prevention, education, and treatment of addiction. He has provided community development services to over 25 cities within the State of Arizona; mediation services through the Arizona Attorney General's Office; student support group facilitator training for administrators, teachers, and school psychologists throughout the United States, Canada, and Pacific Rim countries; and community education/consultation services to police departments and school systems throughout the United States. Dr. Scarpati has also been a consultant/trainer for the Federal Government's Center for Substance Abuse Treatment (CSAT), and the Chemical Awareness Training Institute International.

During his teaching career, Dr. Scarpati taught at both the university and community college levels; provided college courses to inmates of the Arizona State prison; charter school educational programs to youth gang members; and continues to provide human resource seminars on individual and organizational development, equal opportunity and treatment, sexual harassment, human relations, and ethics. Dr. Scarpati maintains a private practice limited to addiction treatment for high-risk, high profile individuals.

During his 27-year career in the United States Air Force (1964-1991), he gained considerable experience as a Combat Electronics Technician - 8 years (5 years in Southeast Asia, including two tours in Viet Nam); an Air Force Recruiter (4 years in High Schools and Colleges and 4 years recruiting Doctors); upon graduation from Officer Training School, his leadership skills were expanded as the Director of Human Service Programs for Military members and Clinical Director of hospital-based treatment programs (3 years in the U.S. and 3 years in Europe); and 5 years as the Pacific Air Force's Regional Administrator of 18 chemical dependency treatment centers (inpatient and outpatient) located in 7 countries throughout the Pacific.

Dr. Scarpati served for three years as the Governor of Arizona's Community Liaison in the Office of Drug Policy, participating in the Statewide Drug and Gang Policy Council and coordinating the Governor's Drug Prevention efforts throughout the State. He is a past member of the Board of Directors of the Mesa United Way (MUW), the Arizona Recovery Centers Association (ARCA), the Arizona Coalition to End Homelessness (ACEH), and the Maricopa Association of Government's Continuum of Care (MAGCOC). Dr. Scarpati is also a former President of the Arizona Board for the Certification of Addiction Counselors (ABCAC), a former Board member of the National Council on Alcoholism and Drug Dependence, and former State Representative to the International Certification and Reciprocity Consortium (ICRC). In 2002, he was appointed by the Governor of Arizona as a member of the State of Arizona Homeless Trust Fund Oversight Committee. More recently, he has been a member of the Board of Directors of the Arizona Council of Human Service Providers; a member of the Board of Directors of Southwest Behavioral Health Network; a member of the Executive Committee of Maricopa Consumers, Advocates, and Providers Association; and a founding member of the Western Health and Wellness Board of Directors, a collaborative initiative of 19 Behavioral Health companies, striving to provide integrated health care to a broad array of private for profit and private non-profit agencies. Dr. Scarpati is a strong advocate for open access for Veterans to, and unrestricted support from, the Veterans Administration. He is a member of Representative Kyrsten Sinema's Arizona Congressional Committee for VA Review.

Dr. Scarpati and his wife Christine have a blended family of 6 adult children and 6 grandchildren. Christine has been the Executive Director of the Child Crisis Center (East Valley) since its creation in 1981.