

## ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM

Douglas A. Ducey  
Governor



Thomas Betlach  
Director

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### MEDICARE ADVANTAGE ORGANIZATION AGREEMENT BETWEEN AHCCCS AND

Participant: Banner – University Care Advantage  
AHCCCS AGREEMENT # **YH19-0005-07**

This AGREEMENT is entered into by the Arizona Health Care Cost Containment System (AHCCCS), the Arizona State Medicaid Agency, having its principal office at 801 East Jefferson Street, Mail Drop 4100, Phoenix, Arizona 85034, and hereafter referred to as “AHCCCS”, and the Participant: Banner – University Care Advantage hereafter referred to as “Medicare Advantage Organization (MAO)”.

The purpose of this Agreement is to coordinate care for individuals in Arizona who are enrolled in Medicare and receive assistance under Medicaid, known as “Dual Eligible Members.” This Agreement outlines requirements which aim to improve care coordination and timely information sharing by both parties for Dual Eligible Members enrolled in an AHCCCS-certified or State-licensed MAO, consistent with the requirements of 42 CFR 422.107, the Medicare Improvements for Patients and Providers Act of 2008 (MIPPA), and the Patient Protection and Affordable Care Act of 2010 and as amended by the Health Care and Education Reconciliation Act of 2010 (PPACA). As required in its AHCCCS contract, each AHCCCS Complete Care (ACC or Medicaid MCO) or ALTCS Health Plan is required to also operate an MAO offering a Dual Eligible Special Needs Plan (D-SNP) product(s) in all Geographic Service Areas (GSAs) in which it holds a Medicaid contract. Per the requirements of *AHCCCS Contractors Operations Manual (ACOM)* Policy 107, AHCCCS shall execute an Agreement only when an MAO holds a companion Medicaid contract that covers the requested county(ies) and AHCCCS population(s).

As required by Arizona Revised Statutes (A.R.S.) §36-2906.01, each contracted Medicaid MCO or ALTCS Health Plan shall establish an affiliated corporation whose only authorized business is to provide services to enrolled AHCCCS eligible persons. Each contracted Medicaid MCO shall have, and assure AHCCCS it does have, the legal and actual authority to direct, manage, and control the operations of both the corporation established under its AHCCCS contract and its companion MAO to the extent necessary to ensure integration of Medicare and AHCCCS services for individuals enrolled for both programs. The AHCCCS-contracted MAO shall be an affiliated organization of the companion Medicaid MCO as defined.

#### 1. DEFINITIONS

**1.1 Affiliated Organization:** A party that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with or of an entity.

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- 1.2 Arizona Long Term Care System (ALTCS) Program:** A Title XIX program administered by AHCCCS as authorized by A.R.S. Title 36, Chapter 29, Article 2. The ALTCS Program provides long term care, acute care, behavioral health care and case management services to two distinct populations: eligible individuals who are elderly and physically disabled, and eligible individuals who are developmentally disabled. In order to qualify for the ALTCS Program, applicants shall be determined to need an institutional Level of Care, as well as meet other financial and eligibility criteria.
- 1.3 Centers for Medicare and Medicaid Services (CMS):** An organization within the United States Department of Health and Human Services responsible for administering the Medicare (Title XVIII) and Medicaid (Title XIX) programs.
- 1.4 Dual Eligible Member:** An individual enrolled with an AHCCCS Medicaid MCO for full Medicaid services (AHCCCS benefits) who also receives both Part A and Part B Medicare benefits. These individuals are considered to be Full Benefit Dual Eligible Members, and include Qualified Medicare Beneficiary Plus (QMB+), Specified Low-Income Medicare Beneficiary Plus (SLMB+) and Other Full Benefit Dual Eligible (Other FBDE) populations.. A Full Benefit Dual Eligible Member does not include those persons enrolled in a Medicare Savings Program population: Qualified Medicare Beneficiary only (QMB only), Specified Low-Income Medicare Beneficiary only (SLMB only) or Qualified Individual 1 (QI-1).
- 1.5 Dual Eligible Special Needs Plan (D-SNP):** A type of Medicare Advantage health benefit plan product offered by a CMS-contracted MAO that limits its enrollment to those individuals who are eligible for benefits under both Medicare (Title XVIII) and Medicaid (Title XIX) programs. This type of Medicare plan is authorized to target its enrollment activities to only those beneficiaries who are dually eligible for Medicare and Medicaid.
- 1.6 Medicare Advantage (MA):** Medicare’s managed care program (Part C) as administered by CMS.
- 1.7 Medicare Advantage Organization (MAO):** An entity contracted with CMS to provide integrated Medicare Part A, Part B, and Part D benefits to Medicare beneficiaries.
- 1.8 Qualified Medicare Beneficiary with AHCCCS Benefits (QMB+):** An individual who is entitled to Medicare, meets the Federal income standard of equal to or less than 100 percent of the Federal Poverty Level (FPL), and is determined eligible for full AHCCCS benefits. For a QMB+ Dual Eligible Member, AHCCCS shall provide payment of the applicable Medicare Part A premium, the applicable Medicare Part B premium, Medicare coinsurance amounts, and Medicare deductibles for Medicare covered services.
- 1.9 Specified Low-Income Medicare Beneficiary with AHCCCS Benefits (SLMB+):** An individual who is entitled to Medicare, meets the Federal income standard of greater than 100 percent but less than 120 percent of the FPL, and is determined eligible for full AHCCCS benefits. For a SLMB+ Dual Eligible Member, AHCCCS shall provide payment of the applicable Medicare Part B premium only.
- 1.10 Other Full Benefit Dual Eligible:** An individual who is entitled to Medicare, does not meet either QMB+ or SMB+ categorical income criteria, but is determined eligible for full AHCCCS benefits. For an Other Full Benefit Dual Eligible Member, AHCCCS does not provide payment

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for either Medicare Part A or Part B premiums. For an Other Full Benefit Dual Eligible Member, AHCCCS payments of Medicare coinsurance amounts and Medicare deductibles for Medicare covered services are limited.

**2. PROGRAM REQUIREMENTS**

**2.1. MAO RESPONSIBILITIES TO COORDINATE MEDICAID BENEFITS**

The MAO is responsible for the coordination of both Medicare and Medicaid benefits, regardless of whether a Dual Eligible Member is enrolled with the MAO's companion AHCCCS Complete Care or companion ALTCS Health Plan for Medicaid.

- 2.1.1 If a Dual Eligible Member is enrolled with the MAO for both Medicare and Medicaid benefits, the MAO is responsible for coordinating all benefits covered by both Medicare and AHCCCS.
- 2.1.2 If a Dual Eligible Member is enrolled with the MAO for both Medicare and Medicaid benefits, the MAO shall utilize both Medicare Parts A, B and D data, and Medicaid health care and other data received from AHCCCS, to coordinate all aspects of the Dual Eligible Member's integrated health care benefits, including, but not limited to discharge planning, disease management, and care management.
- 2.1.3 If a Dual Eligible Member is not enrolled with the MAO's companion Medicaid MCO for Medicaid benefits, the MAO shall coordinate AHCCCS only benefits with the Dual Eligible Member's assigned AHCCCS Complete Care or ALTCS Health Plan. Coordination of integrated Medicaid benefits is not the Dual Eligible Member's responsibility.
- 2.1.4 The MAO shall coordinate behavioral health benefits with the Dual Eligible Member's AHCCCS Complete Care or ALTCS Health Plan, when necessary and appropriate.
- 2.1.5 The MAO shall submit to AHCCCS its Medicare Health Risk Assessment tool annually as specified in Attachment 1: Chart of Deliverables.
- 2.1.6 AHCCCS will ensure that MAO has access to the Dual Eligible Member's AHCCCS acute or ALTCS Medicaid plan enrollment through daily files and AHCCCS Online.
- 2.1.7 The MAO shall establish a designated contact person at each AHCCCS Complete Care or ALTCS Health Plan who will be responsible to share, at minimum, timely inpatient hospital, emergency department, and chronic illness information to assist the Dual Eligible Member's assigned (non-companion affiliated organization) AHCCCS Complete Care or ALTCS Health Plan coordinate care when benefits change from Medicare to Medicaid coverage. AHCCCS shall be notified within ten (10) calendar days of a change in the MAO's designated contact person(s) to each AHCCCS Complete Care or ALTCS Health Plan.

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2.1.8 The MAO shall provide AHCCCS with the name of its designated contact person who is responsible for coordinating the care of Dual Eligible Members as per paragraph 2.1.7. The name and contact information of this person shall be listed in paragraph 3.16.3. AHCCCS shall be notified within ten (10) calendar days of a change in the MAO's designated contact person.

2.1.9 MAO shall participate in any AHCCCS meetings (by telephone, Internet or in person) relating to the care for Dual Eligible Members.

MAO shall timely provide any necessary information and data as requested by AHCCCS or CMS to further Medicare-Medicaid care coordination activities. In addition, MAO shall provide necessary information and participate as requested in the U.S. General Accountability Office (GAO) study on state-level integration between dual SNPs and Medicaid, a requirement of Section 50311, part (e) of the Bipartisan Budget Act of 2018.

2.1.10 The MAO shall provide AHCCCS with necessary and timely information in response to requested quality of care inquiries. Responses to quality of care cases referred by AHCCCS shall address the appropriate investigative and resolution processes for benefits and care coordinated through both the Medicare and Medicaid programs.

2.1.11 Default Enrollment Process – On behalf of currently enrolled AHCCCS categorically eligible members who receive full medical assistance benefits, and who become newly Medicare eligible either by age or disability, and that such Medicare eligibility results in Full Benefit Dual Eligible status for such members , MAO shall perform the default enrollment process as provided by 42 CFR 422.66 and 422.68.

Through this Agreement, in conformance with 42 CFR 422.66(c)(i)(B) and 42 CFR 422.107, AHCCCS approves MAO's implementation of the default enrollment process subject to CMS' prior approval as per the requirements of 42 CFR 422.66(c)(i)(E), (F), and (G) inclusive; 422.66(c)(ii); and other CMS-published sub-regulatory guidance as applicable.

MAO shall be responsible for timely obtaining initial default enrollment process approval from CMS no later than 120 calendar days prior to the Effective Date of this Agreement as specified in paragraph 3.1: Term of Agreement. MAO shall coordinate with AHCCCS regarding those activities necessary to obtain such CMS prior approval. MAO shall forward to AHCCCS a copy of CMS' default enrollment process prior approval notification or correspondence to the MAO within 10 calendar days of receipt, in accordance with the requirements of Attachment 1: Chart of Deliverables.

MAO shall also be responsible for coordinating those necessary activities to renew any existing default enrollment process approval(s) with CMS, as per the requirements of 42 CFR 422.66(c)(ii), so that any such subsequent CMS approval(s)/renewal(s) of an existing approved default enrollment process shall be effective no later than 120 calendar days prior to the expiration of the existing

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CMS approval requested to be renewed. MAO shall coordinate with AHCCCS regarding those activities necessary to obtain such CMS renewal approval(s) of an existing default enrollment process. MAO shall forward to AHCCCS copies of its default enrollment process renewal notification and materials to CMS, and CMS' renewal approval(s) notification or correspondence to the MAO, within 10 calendar days of receipt, in accordance with the requirements of Attachment 1: Chart of Deliverables.

Through implementation of the default enrollment process, AHCCCS shall provide MAO with the information necessary to identify those AHCCCS categorically eligible members who are or will be in their Medicare Initial Coverage Election Period.

On an informational basis only, MAO shall report monthly to AHCCCS of its default enrollment process activities and results, as specified in Attachment 1: Chart of Deliverables and Attachment 5: Default Enrollment Process Reporting Requirements.

- 2.1.12 Passive Enrollment Process – When determined in the best interest of a Dual Eligible Member to maintain continuity of integrated care through aligned enrollment between their companion Medicaid MCO and selected MAO, each as offered by the same parent/affiliated organization, it is AHCCCS' sole option to request the opportunity of and consult with CMS for implementing the applicable passive enrollment requirements of 42 CFR 422.60(g) to address the circumstances described at 42 CFR 422.60(g)(1)(iii).

To participate in such determined passive enrollment activities, and receive passive enrolled Dual Eligible Members, MAO shall meet each of the requirements of 42 CFR 422.60(g)(2) as applicable to a highly-integrated and/or FIDE MAO-offered D-SNP(s), as specified by this Agreement.

In conjunction with CMS and AHCCCS, an MAO meeting the above passive enrollment minimum requirements may receive passive enrolled Dual Eligible Members limited only to those AHCCCS populations and programs, and in those respective CMS- and AHCCCS-approved Service Areas as authorized by and included in Section 4 of this Agreement, for which passive enrollment has been determined to address the circumstances described at 42 CFR 422.60(g)(1)(iii).

MAO shall implement passive enrollment requirements and procedures as directed, in accordance with but not limited to, such terms, conditions, or requirements as provided by 42 CFR 422.60(g)(3), 422.60(g)(4)(ii), 422.60(g)(5), and any additional future passive enrollment sub-regulatory or other guidance as published or as further instructed by CMS or AHCCCS.

MAO shall provide CMS or AHCCCS with any data or information within the timeframes or specifications requested, as determined necessary, to facilitate passive enrollment activities.

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2.1.13 Alignment Efforts – AHCCCS will continue to work with stakeholders to establish practices which improve alignment for Dual Eligible Members. The beneficiary's choice of MAO shall be fully respected, and consequently, misalignment may occur. MAO shall maximize care coordination for AHCCCS Complete Care members, ALTCS Health Plan members, and Integrated RBHA members who are Dual Eligible Members (see ACOM Policy 107).

**2.2. MEDICAID BENEFITS COVERED BY THE MAO**

MAO is not responsible for providing or reimbursing any Medicaid benefits. The MAO shall maintain current knowledge and familiarity of AHCCCS Complete Care and ALTCS Health Plan benefits through ongoing reviews of AHCCCS laws, rules, policies, AHCCCS Complete Care and ALTCS Health Plan contracts, and further guidance as posted on the AHCCCS website. The MAO shall timely coordinate AHCCCS Complete Care and ALTCS Health Plan benefits for its enrolled Dual Eligible Members as described in Attachments 2, 3 and 4. Paragraph 2.1 et seq. details the MAO's specific Medicare-Medicaid care coordination requirements.

AHCCCS Medicaid covered services are described in Title XIX of the Social Security Act, 42 CFR 440 and 441; A.R.S. §36-2901 et seq.; AHCCCS regulations Arizona Administrative Code (A.A.C.) Title 9, Chapters 22 and 28; the *AHCCCS Medical Policy Manual (AMPM)*; AHCCCS policies and procedures; AHCCCS Complete Care and ALTCS Health Plan contracts; the AHCCCS website; and other relevant materials.

**2.3. MEDICAID COST-SHARING PROTECTIONS COVERED UNDER MAO**

Section 1902(n)(3)(B) of the Social Security Act prohibits a Medicare provider from balance billing a QMB+ Dual Eligible Member for Medicare cost sharing amounts, including deductibles, coinsurance, and copayments. A QMB+ Dual Eligible Member has no legal obligation to make further payment to a provider or to the MAO for Medicare Part A or Part B cost sharing amounts. MAO provider agreements shall specify that a contracted Medicare provider agrees to accept MAO reimbursement as payments in full for services rendered to Dual Eligible Members, or to bill the appropriate AHCCCS Complete Care or ALTCS Health Plan as applicable for additional payments that may be reimbursed by Medicaid. Dual Eligible Members shall be responsible for any applicable Medicaid copayments.

For further information about AHCCCS' cost sharing policy, see ACOM Policy 201. Cost sharing rules on behalf of Dual Eligible Members as administered by the MAO's companion AHCCCS Complete Care or ALTCS Health Plan are included at A. A. C. paragraphs R9-29-101 to R9-29-601.

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**2.4. IDENTIFYING AND SHARING OF INFORMATION ON MEDICAID NETWORK PROVIDERS**

MAO shall develop a network of providers which includes an overlap of providers in its network that are also contracted with its companion AHCCCS Complete Care and/or ALTCS Health Plan. AHCCCS Medicaid MCO networks can be accessed online through individual websites at <https://azweb.statemedicaid.us/HealthPlanLinksNet/HPLinks.aspx>.

**2.5. VERIFYING ELIGIBILITY FOR MEDICARE AND MEDICAID**

The MAO shall accurately verify both potential and enrolled Dual Eligible Members' Medicare and Medicaid eligibility status.

The MAO shall have access to real-time Medicaid eligibility data for Dual Eligible Members enrolled in its companion AHCCCS Complete Care or ALTCS Health Plan. AHCCCS transmits electronic eligibility files to its contracted Medicaid MCOs daily.

For a Dual Eligible Member not enrolled in the MAO's companion AHCCCS Complete Care, ALTCS Health Plan or Integrated RBHA, the MAO shall verify eligibility using the AHCCCS Online real-time web portal at: <https://azweb.statemedicaid.us/Home.asp>.

**2.6. ENCOUNTER SUBMISSION**

The MAO shall submit Medicare encounter data to AHCCCS in accordance with the requirements of Attachment 1: Chart of Deliverables. AHCCCS has a data use Agreement with CMS to receive Medicare data for care coordination. This data will provide AHCCCS with information on services paid for by Medicare.

**2.7. FINANCIAL STANDARDS AND REPORTING**

The MAO shall meet the financial standards and reporting requirements as follows.

**2.7.1 MAO Certified by AHCCCS**

If the MAO is certified by AHCCCS as authorized to bear financial risk, then the following requirements apply.

2.7.1.1 Financial Standards – The MAO shall meet AHCCCS' minimum Equity Per Member and Performance Bond financial solvency standards for MAOs, as detailed in ACOM Policy 305: Performance Bond and Equity Per Member Requirements. This policy is available on the AHCCCS website.

2.7.1.2 Financial Reporting – The MAO shall submit to AHCCCS all required quarterly financial reports in accordance with the applicable financial data requests and formats of the AHCCCS Financial Reporting Guide, and the requirements of Attachment 1: Chart of Deliverables.

2.7.1.3 Transactions Requiring AHCCCS Prior Approval – Certain transactions, such as distributions of MAO equity to a parent or other affiliated

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organization(s), that may impact Equity Per Member, Performance Bond, and other financial solvency standards, require AHCCCS prior approval. Requests for AHCCCS' prior approval of such transactions shall be made in accordance with the requirements of ACOM Policy 305: Performance Bond and Equity Per Member Requirements, ACOM Policy 418: Provider and Affiliate Advance and Loan Request, and the AHCCCS Financial Reporting Guide as applicable. Such requests shall be directed to the AHCCCS Division of Health Care Management's (DHCM's) Operations Compliance Officer for Medicare.

**2.7.2 MAO Licensed by Arizona Department of Insurance (ADOI)**

If the MAO is licensed by the ADOI as authorized to bear financial risk, then the following requirements apply.

- 2.7.2.1 Financial Standards – The MAO shall meet the ADOI's applicable minimum financial solvency standards for state-licensed Health Care Service Organizations (HCSOs).
- 2.7.2.2 Financial Reporting – The MAO shall submit quarterly and annual NAIC financial reports to the ADOI. The MAO shall also provide informational purpose only copies to AHCCCS DHCM-Finance of such NAIC quarterly and annual financial statement reports as filed with the ADOI.
- 2.7.2.3 Financial Notifications – Within 10 calendar days of the date of such correspondence with the ADOI, the MAO shall also provide AHCCCS DHCM-Finance with informational copies of requests to and approvals received from the ADOI for distributions of equity or other similar financial transactions that affect the MAO's financial solvency.

**2.8. MARKETING AND ADVERTISING OF AGREEMENT**

To increase Dual Eligible Members' enrollment in aligned MAOs and companion Medicaid MCOs, AHCCCS encourages the MAO to directly market its Medicare Advantage product(s) only to those Dual Eligible Members currently enrolled in the MAO's companion AHCCCS Complete Care, ALTCS Health Plan, and/or Integrated RBHA as applicable. The MAO shall only enroll an eligible Dual Eligible Member in accordance with the terms, service area counties and plan benefit packages listed for each of the respective AHCCCS companion contracts, programs and populations as specified in Section 4 of this Agreement.

The MAO shall not advertise or publish information regarding this Agreement for commercial benefit without the express written prior approval of the AHCCCS Chief Procurement Officer, in accordance with the requirements of Attachment 1: Chart of Deliverables.



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**2.9. GRIEVANCES AND APPEALS**

MAO shall submit Grievances and Appeals reports in accordance with the requirements of Attachment 1: Chart of Deliverables and the *AHCCCS Grievance System Reporting Guide*. AHCCCS shall use these reports for informational purposes only.

MAO shall provide AHCCCS with the following information:

- A quarterly summary of Part C and Part D pre-service member appeals received and the outcomes of those appeals,
- A quarterly summary of Medicare Independent Review Entity (IRE) decisions received, and
- Service level detail on those appeals upheld and overturned (including a description of the action that was appealed).

MAO shall participate and coordinate as requested by and with AHCCCS, CMS and other stakeholders in CMS' development and implementation of a "unified grievance and appeals" process on behalf of enrolled Dual Eligible Members as directed by the minimum requirements of Section 50311, parts 8(B) and 8(C) of the Bipartisan Budget Act of 2018. Such a unified process is to be established by CMS no later than April 1, 2020, and to be effective beginning with Medicare Advantage Contract Year 2021, respectively, the dates of each which may be subject to future revision.

**2.10. MEMBER TRANSITION**

The MAO is required to participate in all activities as directed by the State which relate to member transition as a result of termination of this contract. This applies to terminations directed from AHCCCS, CMS or MAO.

The MAO is required to notify AHCCCS in the case of significant changes to the terms of the contract with CMS to protect beneficiary and state interests including, but not limited to: MAO SNP non-renewals, service area changes, plan benefit package (PBP) changes, terminations, deficiencies, notices of intent to deny, and novation agreements. MAO must submit any CMS warning letters or corrective action plans within ten (10) calendar days of receipt to the AHCCCS Operations Compliance Officer for Medicare.

**2.11. MEDICARE STAR RATINGS**

The MAO shall notify AHCCCS within five (5) calendar days of receiving notification from CMS of a Part C or Part D annual overall Medicare Star quality rating of less than 3.0 for the coming contract year.

The MAO shall submit to AHCCCS an outline of the steps it proposes or has implemented to improve the low Star quality rating score received.

These notifications shall be submitted to AHCCCS in accordance with the requirements of Attachment 1: Chart of Deliverables.

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**2.12 FULLY INTEGRATED DUAL ELIGIBLE (FIDE) SPECIAL NEEDS PLAN STATUS**

This paragraph is applicable only to an MAO contracted under this Agreement that shall offer a separate and distinct Plan Benefit Package (PBP) to Dual Eligible Members enrolled in its companion ALTCS Health Plan in accordance with the terms and requirements of Section 4 of this Agreement.

MAO serving ALTCS program Dual Eligible Members through an ALTCS Health Plan shall be designated annually by CMS as a FIDE-SNP according to the following CMS requirements:

- 2.12.1 Enroll special needs individuals entitled to medical assistance under a Medicaid State Plan, as defined in Section 1859(b)(6)(B)(ii) of the Act and 42 CFR Section 422.2 and described in detail in Section 40.5.3 of Chapter 16b of the *Medicare Managed Care Manual*;
- 2.12.2 Provide Dual Eligible Members-access to Medicare and Medicaid benefits under a single managed care organization;
- 2.12.3 Have a CMS-approved, MIPPA compliant contract with a State Medicaid Agency that includes coverage of specified primary, acute, and long-term care benefits and services, consistent with State policy, under risk-based financing;
- 2.12.4 Coordinate the delivery of covered Medicare and Medicaid health and long-term care services, using aligned care management and specialty care network methods for high-risk beneficiaries; and
- 2.12.5 Employ policies and procedures approved by CMS and the State to coordinate or integrate enrollment, member materials, communications, grievance and appeals, and quality improvement.
- 2.12.6 In addition, in determining whether MAO meets the FIDE-SNP definition, CMS will allow Long Term Care benefit carve-outs or exclusions only if the MAO can demonstrate that it meets the following criteria:
  - 2.12.6.1 The plan must be at risk for substantially all of the services under the capitated rate;
  - 2.12.6.2 The plan must be at risk for nursing facility services for at least six months (180 days) of the plan year;
  - 2.12.6.3 The individual must not be disenrolled from the plan as a result of exhausting the service covered under the capitated rate; and,
  - 2.12.6.4 The plan must remain responsible for managing all benefits, including any carved-out service benefits, notwithstanding the method of payment (e.g., fee-for-service, separate capitated rate) received by the plan.
- 2.12.7 The MAO shall notify AHCCCS annually of CMS awarded or denied FIDE Special Needs Plan status, as applicable, in accordance with the requirements Attachment 1: Chart of Deliverables.

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**3. TERMS AND CONDITIONS**

**3.1. TERM OF AGREEMENT**

The term of this Agreement is for the period January 1, 2019 (“Effective Date”) through December 31, 2019, inclusive.

**3.2. AUTHORITY**

This Agreement, and any subsequent Amendments issued thereto in accordance with paragraphs 3.4 and 3.5, is issued under the authority of the undersigned AHCCCS Chief Procurement Officer.

**3.3. RELATIONSHIP OF PARTIES**

Under this Agreement, the contracted MAO is an independent contractor. Neither party to this Agreement shall be deemed to be an employee or agent of the other party.

**3.4. CONFLICT OF INTEREST**

The MAO shall not undertake any work that represents a potential conflict of interest, or which is not in the best interest of AHCCCS or the State without prior written approval by AHCCCS. The MAO shall fully and completely disclose any situation that may present a conflict of interest. If the MAO is now performing or elects to perform during the term of this Agreement any services for any AHCCCS contractor, provider or Contractor or an entity owning or controlling same, the MAO shall disclose this relationship prior to accepting any assignment involving such party.

**3.5. CONTRACT / AGREEMENT INTERPRETATION AND AMENDMENT**

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

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

**3.5.3. *Written Amendments*** - This Agreement shall be modified only through a written amendment to the Agreement within the scope of the Agreement as signed by the AHCCCS Chief Procurement Officer and counter-signed by a duly authorized representative of the MAO.

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**3.6. CHANGES AND AMENDMENTS TO THIS AGREEMENT**

AHCCCS may at any time, by written notice to the MAO, make changes within the general scope of this Agreement.

Changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized state employee or made unilaterally by the MAO are violations of the Agreement and of applicable law. Such changes, including unauthorized written contract amendments, shall be void and without effect, and the MAO shall not be entitled to any claim under this Agreement based on those changes.

When AHCCCS issues an amendment to modify the Agreement, the provisions of such amendment will be deemed to have been accepted thirty (30) calendar days after the date of notification to MAO by AHCCCS through U.S. Postal Service postmark date or date of electronic mail (e-mail) transmission, even if the amendment has not been signed by the MAO, unless within that time the MAO notifies AHCCCS in writing that it refuses to sign the amendment. If the MAO provides such notification, then AHCCCS will initiate applicable termination proceedings.

**3.7. SEVERABILITY**

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

**3.8. COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS**

The MAO shall comply with all applicable Federal and State laws and regulations including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972 (regarding education programs and activities); the Age Discrimination Act of 1975; the Rehabilitation Act of 1973 (regarding education programs and activities), and the Americans with Disabilities Act; EEO provisions; Copeland Anti-Kickback Act; Davis-Bacon Act; Contract Work Hours and Safety Standards; Rights to Inventions Made Under a Contract or Agreement; Clean Air Act and Federal Water Pollution Control Act; Byrd Anti-Lobbying Amendment. The MAO shall maintain all applicable licenses and permits.

**3.8.1. IMPLIED AGREEMENT TERMS**

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

**3.8.2. NON-DISCRIMINATION**

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

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**3.8.3. FEDERAL IMMIGRATION AND NATIONALITY ACT**

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

**3.8.4. E-VERIFY REQUIREMENTS**

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

**3.9. CONFIDENTIALITY AND DISCLOSURE OF CONFIDENTIAL INFORMATION**

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

The MAO shall establish and maintain procedures and controls that are acceptable to AHCCCS for the purpose of assuring that no information contained in its records or obtained from AHCCCS or others carrying out its functions under the Agreement shall be used or disclosed by its agents, officers or employees, except as required to efficiently perform duties under the Agreement. Except as required or permitted by law, the MAO also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the MAO as needed for the performance of duties under the Agreement, unless otherwise agreed to, in writing, by AHCCCS.

The MAO shall not, without prior written approval from AHCCCS, either during or after the performance of the services required by this Agreement, use, other than for such performance, or disclose to any person other than AHCCCS personnel with a need to know, any information, data, material, or exhibits created, developed, produced, or otherwise obtained during the course of the work required by this Agreement. This nondisclosure requirement shall also pertain to any information contained in reports, documents, or other records furnished to the MAO by AHCCCS.

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**3.10. PROPERTY OF THE STATE**

Except as otherwise provided in this Agreement, any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of AHCCCS. The MAO is not entitled to maintain any rights on those materials and may not transfer any rights to anyone else. The MAO shall not use or release these materials without the prior written consent of AHCCCS, except as permitted by law.

**3.11. RIGHT TO INSPECT PLANT OR PLACE OF BUSINESS**

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

**3.12. OFF SHORE PERFORMANCE OF WORK PROHIBITED**

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

**3.13. DISPUTE RESOLUTION**

**3.13.1. General Agreement of the Parties**

The parties mutually agree that the interests of fairness, efficiency, and good business practices are best served when the parties employ all reasonable and informal means to resolve any dispute under this Agreement. The parties express their mutual commitment to using all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in this section.

**3.13.2. Duty to Negotiate in Good Faith**

Any dispute that in the judgment of any party to this Agreement may materially or substantially affect the performance of this Agreement will be reduced to writing and delivered to the other party. The parties must then negotiate in good faith and use every reasonable effort to resolve such dispute and the parties shall not resort to any formal proceedings unless they have reasonably determined that a negotiated resolution is not possible. The resolution of any dispute disposed of any Agreement between the parties shall be reduced to writing and delivered to all parties within thirty (30) calendar days.

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**3.13.3. Arbitration**

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

**3.13.4. Non- Exclusive Remedies**

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

**3.13.5. Choice of Forum**

The parties agree that jurisdiction over any action arising out of or relating to this Agreement shall be brought or filed in a court of competent jurisdiction located in the State of Arizona.

**3.14. TERMINATION OF AGREEMENT**

This Agreement may be terminated under the following conditions:

**3.14.1.** The State may terminate the Agreement in whole or in part and at any time when, in its sole discretion, it determines that termination is in the best interests of the State of Arizona. The termination will be effective on the date specified in the State's notice of termination. The State will provide the MAO written notice of such termination at least thirty (30) calendar days prior to the effective date of termination, unless the State determines that circumstances warrant a shorter notice period.

**3.14.2.** In addition to the reasons set forth above, the State reserves the right to terminate this Agreement, in whole or in part, upon the following conditions:

3.14.2.1. The State may terminate this Agreement at any time if a court of competent jurisdiction finds MAO failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of MAO's duties under this Agreement.

3.14.2.2. The State may terminate the Agreement at any time if the MAO: files for bankruptcy; becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency, or the appointment of a receiver or similar officer for it; makes an assignment for the benefit of all or substantially all of its creditors; or enters into an Agreement for the composition, extension, or readjustment of substantially all of its obligations.

3.14.2.3. The State may terminate the Agreement at any time and in whole or in part if it determines, at its sole discretion, that the MAO has materially breached the Agreement.

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**3.14.3.** The MAO may terminate this Agreement by providing the State written notice at least 30 calendar days prior to termination. The termination will be effective on the date specified in the MAO's notice of termination.

**3.15. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The MAO shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination and as directed in the termination notice.

**3.16. NOTICES**

All notices and other communications regarding this Agreement shall be delivered to the following contact persons. The parties may change the contact information set forth by giving written notice to the other party.

**3.16.1.** For AHCCCS:

Name Meggan Harley  
Title AHCCCS Chief Procurement Officer  
Address 701 East Jefferson Street, Mail Drop 5700  
Phoenix, Arizona 85034  
Telephone (602) 417-4538  
Email [Meggan.Harley@azahcccs.gov](mailto:Meggan.Harley@azahcccs.gov)

**3.16.2.** For the MAO:

Name Jon Savary  
Title Medicare Administrative Director  
MAO Banner – University Care Advantage  
Address 2701 East Elvira Road  
Tucson, Arizona 85756  
Telephone (480) 827-5929  
Email [jon.savary@bannerhealth.com](mailto:jon.savary@bannerhealth.com)

**3.16.3.** For the MAO Care Coordination Contact:

Name Viki Alexander  
Title Interim Medical Management Director  
MAO Banner – University Care Advantage  
Address 2701 East Elvira Road  
Tucson, Arizona 85756  
Telephone (480) 827-5956  
Email [viki.alexander@bannerhealth.com](mailto:viki.alexander@bannerhealth.com)



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**4. CONTRACTOR SPECIFIC SECTION**

The MAO shall enroll an eligible Dual Eligible Member only in accordance with the terms, service area counties and plan benefit packages (PBPs) listed for each of the respective AHCCCS companion contracts, programs and populations as designated by specific contracts or as otherwise specified in paragraphs 4.1 through 4.4 inclusive of this Section.

MAO is a Dual Eligible Subset which is authorized to enroll Dual Eligible Members with eligibility only in the following AHCCCS programs (check all that apply):

- 4.1 AHCCCS Complete Care (ACC) (companion AHCCCS contract YH19-0001)**
- 4.2 Integrated RBHA (companion AHCCCS contract YH17-0001)**
- 4.3 ALTCS Elderly and Physically Disabled (companion AHCCCS contract YH18-0001)**
- 4.4 ALTCS Developmentally Disabled (DD) (companion AHCCCS contract YH6-0014)**

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**4.1. AHCCCS Complete Care (ACC) (companion AHCCCS contract issued under YH19-0001)**

**4.1.1. Member Eligibility:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> AHCCCS Complete Care (ACC)<br>(YH19-0001-01) | <input checked="" type="checkbox"/> QMB+           |
| <input type="checkbox"/> Integrated RBHA   | <input checked="" type="checkbox"/> SLMB+          |
| <input type="checkbox"/> ALTCS Elderly and Physically Disabled                   | <input checked="" type="checkbox"/> FBDE (non-QMB) |
| <input type="checkbox"/> ALTCS Developmentally Disabled (DD)                     |  |

**4.1.2. Service Area:**

- |   |   |
|---|---|
| <input type="checkbox"/> Apache County              | <input type="checkbox"/> Mohave County                |
| <input checked="" type="checkbox"/> Cochise County  | <input type="checkbox"/> Navajo County                |
| <input type="checkbox"/> Coconino County            | <input checked="" type="checkbox"/> Pima County       |
| <input checked="" type="checkbox"/> Gila County     | <input checked="" type="checkbox"/> Pinal County      |
| <input checked="" type="checkbox"/> Graham County   | <input checked="" type="checkbox"/> Santa Cruz County |
| <input checked="" type="checkbox"/> Greenlee County | <input type="checkbox"/> Yavapai County               |
| <input checked="" type="checkbox"/> La Paz County   | <input checked="" type="checkbox"/> Yuma County       |
| <input checked="" type="checkbox"/> Maricopa County |   |

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**4.2. Integrated RBHA (not applicable)**

**4.2.1. Member Eligibility:**

- |  |   |
|--|---|
| <input type="checkbox"/> AHCCCS Complete Care (ACC)            | <input type="checkbox"/> QMB+           |
| <input type="checkbox"/> Integrated RBHA                       | <input type="checkbox"/> SLMB+          |
| <input type="checkbox"/> ALTCS Elderly and Physically Disabled | <input type="checkbox"/> FBDE (non-QMB) |
| <input type="checkbox"/> ALTCS Developmentally Disabled (DD)   |   |

**4.2.2. Service Area:**

- |  |  |
|--|--|
| <input type="checkbox"/> Apache County   | <input type="checkbox"/> Mohave County     |
| <input type="checkbox"/> Cochise County  | <input type="checkbox"/> Navajo County     |
| <input type="checkbox"/> Coconino County | <input type="checkbox"/> Pima County       |
| <input type="checkbox"/> Gila County     | <input type="checkbox"/> Pinal County      |
| <input type="checkbox"/> Graham County   | <input type="checkbox"/> Santa Cruz County |
| <input type="checkbox"/> Greenlee County | <input type="checkbox"/> Yavapai County    |
| <input type="checkbox"/> La Paz County   | <input type="checkbox"/> Yuma County       |
| <input type="checkbox"/> Maricopa County |  |

---

**4.3. ALTCS Elderly and Physically Disabled (companion AHCCCS contract issued under YH18-0001)**

**4.3.1. Member Eligibility:**

- |  |  |
|--|--|
| <input type="checkbox"/> AHCCCS Complete Care (ACC)                                      | <input checked="" type="checkbox"/> QMB+           |
| <input type="checkbox"/> Integrated RBHA   | <input checked="" type="checkbox"/> SLMB+          |
| <input checked="" type="checkbox"/> ALTCS Elderly and Physically Disabled (YH18-0001-01) | <input checked="" type="checkbox"/> FBDE (non-QMB) |
| <input type="checkbox"/> ALTCS Developmentally Disabled (DD)                             |  |

**4.3.2. Service Area:**

- |   |   |
|---|---|
| <input type="checkbox"/> Apache County              | <input type="checkbox"/> Mohave County                |
| <input checked="" type="checkbox"/> Cochise County  | <input type="checkbox"/> Navajo County                |
| <input type="checkbox"/> Coconino County            | <input checked="" type="checkbox"/> Pima County       |
| <input checked="" type="checkbox"/> Gila County     | <input checked="" type="checkbox"/> Pinal County      |
| <input checked="" type="checkbox"/> Graham County   | <input checked="" type="checkbox"/> Santa Cruz County |
| <input checked="" type="checkbox"/> Greenlee County | <input type="checkbox"/> Yavapai County               |
| <input checked="" type="checkbox"/> La Paz County   | <input checked="" type="checkbox"/> Yuma County       |
| <input checked="" type="checkbox"/> Maricopa County |   |

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**4.4. ALTCS Developmentally Disabled (DD) (not applicable)**

**4.4.1. Member Eligibility:**

- |  |   |
|--|---|
| <input type="checkbox"/> AHCCCS Complete Care (ACC)            | <input type="checkbox"/> QMB+           |
| <input type="checkbox"/> Integrated RBHA                       | <input type="checkbox"/> SLMB+          |
| <input type="checkbox"/> ALTCS Elderly and Physically Disabled | <input type="checkbox"/> FBDE (non-QMB) |
| <input type="checkbox"/> ALTCS Developmentally Disabled (DD)   |   |

**4.4.2. Service Area:**

- |  |  |
|--|--|
| <input type="checkbox"/> Apache County   | <input type="checkbox"/> Mohave County     |
| <input type="checkbox"/> Cochise County  | <input type="checkbox"/> Navajo County     |
| <input type="checkbox"/> Coconino County | <input type="checkbox"/> Pima County       |
| <input type="checkbox"/> Gila County     | <input type="checkbox"/> Pinal County      |
| <input type="checkbox"/> Graham County   | <input type="checkbox"/> Santa Cruz County |
| <input type="checkbox"/> Greenlee County | <input type="checkbox"/> Yavapai County    |
| <input type="checkbox"/> La Paz County   | <input type="checkbox"/> Yuma County       |
| <input type="checkbox"/> Maricopa County |  |

---

**4.5. CMS-APPROVED SERVICE AREA. The CMS approved Service area(s) for the MAO's offered CMS-approved Plan Benefit Package(s) (PBPs), aligning with companion AHCCCS contract service area county(ies) in paragraphs 4.1 through 4.4 inclusive as applicable, is/are as follows:**

**4.5.1. H4931-001 Service Area (aligning as a subset of paragraph 4.1.2 Service Area only):**

- |   |  |
|---|--|
| <input type="checkbox"/> Apache County              | <input type="checkbox"/> Mohave County     |
| <input checked="" type="checkbox"/> Cochise County  | <input type="checkbox"/> Navajo County     |
| <input type="checkbox"/> Coconino County            | <input type="checkbox"/> Pima County       |
| <input checked="" type="checkbox"/> Gila County     | <input type="checkbox"/> Pinal County      |
| <input checked="" type="checkbox"/> Graham County   | <input type="checkbox"/> Santa Cruz County |
| <input checked="" type="checkbox"/> Greenlee County | <input type="checkbox"/> Yavapai County    |
| <input checked="" type="checkbox"/> La Paz County   | <input type="checkbox"/> Yuma County       |
| <input type="checkbox"/> Maricopa County            |  |

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**4.5.2. H4931-006 Service Area (aligning as a subset of paragraph 4.1.2 Service Area only):**

- |  |   |
|--|---|
| <input type="checkbox"/> Apache County   | <input type="checkbox"/> Mohave County          |
| <input type="checkbox"/> Cochise County  | <input type="checkbox"/> Navajo County          |
| <input type="checkbox"/> Coconino County | <input checked="" type="checkbox"/> Pima County |
| <input type="checkbox"/> Gila County     | <input type="checkbox"/> Pinal County           |
| <input type="checkbox"/> Graham County   | <input type="checkbox"/> Santa Cruz County      |
| <input type="checkbox"/> Greenlee County | <input type="checkbox"/> Yavapai County         |
| <input type="checkbox"/> La Paz County   | <input type="checkbox"/> Yuma County            |
| <input type="checkbox"/> Maricopa County |   |

**4.5.3. H4931-007 Service Area (aligning as a subset of paragraph 4.1.2 Service Area only):**

- |   |  |
|---|--|
| <input type="checkbox"/> Apache County              | <input type="checkbox"/> Mohave County           |
| <input type="checkbox"/> Cochise County             | <input type="checkbox"/> Navajo County           |
| <input type="checkbox"/> Coconino County            | <input type="checkbox"/> Pima County             |
| <input type="checkbox"/> Gila County                | <input checked="" type="checkbox"/> Pinal County |
| <input type="checkbox"/> Graham County              | <input type="checkbox"/> Santa Cruz County       |
| <input type="checkbox"/> Greenlee County            | <input type="checkbox"/> Yavapai County          |
| <input type="checkbox"/> La Paz County              | <input type="checkbox"/> Yuma County             |
| <input checked="" type="checkbox"/> Maricopa County |  |

**4.5.4. H4931-008 Service Area (aligning as a subset of paragraph 4.1.2 Service Area only):**

- |  |   |
|--|---|
| <input type="checkbox"/> Apache County   | <input type="checkbox"/> Mohave County                |
| <input type="checkbox"/> Cochise County  | <input type="checkbox"/> Navajo County                |
| <input type="checkbox"/> Coconino County | <input type="checkbox"/> Pima County                  |
| <input type="checkbox"/> Gila County     | <input type="checkbox"/> Pinal County                 |
| <input type="checkbox"/> Graham County   | <input checked="" type="checkbox"/> Santa Cruz County |
| <input type="checkbox"/> Greenlee County | <input type="checkbox"/> Yavapai County               |
| <input type="checkbox"/> La Paz County   | <input checked="" type="checkbox"/> Yuma County       |
| <input type="checkbox"/> Maricopa County |   |

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**4.5.5. H4931-013 Service Area (aligning as a subset of paragraph 4.3.2 Service Area only):**

- |   |  |
|---|--|
| <input type="checkbox"/> Apache County              | <input type="checkbox"/> Mohave County     |
| <input checked="" type="checkbox"/> Cochise County  | <input type="checkbox"/> Navajo County     |
| <input type="checkbox"/> Coconino County            | <input type="checkbox"/> Pima County       |
| <input checked="" type="checkbox"/> Gila County     | <input type="checkbox"/> Pinal County      |
| <input checked="" type="checkbox"/> Graham County   | <input type="checkbox"/> Santa Cruz County |
| <input checked="" type="checkbox"/> Greenlee County | <input type="checkbox"/> Yavapai County    |
| <input checked="" type="checkbox"/> La Paz County   | <input type="checkbox"/> Yuma County       |
| <input type="checkbox"/> Maricopa County            |  |

**4.5.6. H4931-014 Service Area (aligning as a subset of paragraph 4.3.2 Service Area only):**

- |  |   |
|--|---|
| <input type="checkbox"/> Apache County   | <input type="checkbox"/> Mohave County          |
| <input type="checkbox"/> Cochise County  | <input type="checkbox"/> Navajo County          |
| <input type="checkbox"/> Coconino County | <input checked="" type="checkbox"/> Pima County |
| <input type="checkbox"/> Gila County     | <input type="checkbox"/> Pinal County           |
| <input type="checkbox"/> Graham County   | <input type="checkbox"/> Santa Cruz County      |
| <input type="checkbox"/> Greenlee County | <input type="checkbox"/> Yavapai County         |
| <input type="checkbox"/> La Paz County   | <input type="checkbox"/> Yuma County            |
| <input type="checkbox"/> Maricopa County |   |

**4.5.7. H4931-015 Service Area (aligning as a subset of paragraph 4.3.2 Service Area only):**

- |   |  |
|---|--|
| <input type="checkbox"/> Apache County              | <input type="checkbox"/> Mohave County           |
| <input type="checkbox"/> Cochise County             | <input type="checkbox"/> Navajo County           |
| <input type="checkbox"/> Coconino County            | <input type="checkbox"/> Pima County             |
| <input type="checkbox"/> Gila County                | <input checked="" type="checkbox"/> Pinal County |
| <input type="checkbox"/> Graham County              | <input type="checkbox"/> Santa Cruz County       |
| <input type="checkbox"/> Greenlee County            | <input type="checkbox"/> Yavapai County          |
| <input type="checkbox"/> La Paz County              | <input type="checkbox"/> Yuma County             |
| <input checked="" type="checkbox"/> Maricopa County |  |

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**4.5.8. H4931-016 Service Area (aligning as a subset of paragraph 4.3.2 Service Area only):**

- |  |   |
|--|---|
| <input type="checkbox"/> Apache County   | <input type="checkbox"/> Mohave County                |
| <input type="checkbox"/> Cochise County  | <input type="checkbox"/> Navajo County                |
| <input type="checkbox"/> Coconino County | <input type="checkbox"/> Pima County                  |
| <input type="checkbox"/> Gila County     | <input type="checkbox"/> Pinal County                 |
| <input type="checkbox"/> Graham County   | <input checked="" type="checkbox"/> Santa Cruz County |
| <input type="checkbox"/> Greenlee County | <input type="checkbox"/> Yavapai County               |
| <input type="checkbox"/> La Paz County   | <input checked="" type="checkbox"/> Yuma County       |
| <input type="checkbox"/> Maricopa County |   |

**4.6. SPECIFIC PLAN OFFERINGS**

MAO shall operate eight (8) Dual Eligible Special Needs Plans under CMS contract number H4931. MAO shall enroll individuals into offered Plan Benefit Packages (PBPs) in accordance with federal and state guidelines, and the terms of this Agreement.

A Dual Eligible Member's eligibility for each particular plan benefit package (PBP) is described below:

**4.6.1.** H4931-001 is a Dual Eligible Subset PBP open only to those individuals eligible to enroll pursuant to the following eligibility requirements:

- 4.6.1.1. The individual must be currently enrolled in the AHCCCS Complete Care (ACC) companion program in accordance with paragraph 4.1.1;
- 4.6.1.2. The individual must live within the appropriate county that corresponds with the specific service area of their AHCCCS Complete Care (ACC) program enrollment in accordance with paragraph 4.1.2;
- 4.6.1.3. The individual must be entitled to participate in Medicare; and
- 4.6.1.4. The individual must reside within the CMS-approved service area county for this PBP in accordance with paragraph 4.5.1.

**4.6.2.** H4931-006 is a Dual Eligible Subset PBP open only to those individuals eligible to enroll pursuant to the following eligibility requirements:

- 4.6.2.1. The individual must be currently enrolled in the AHCCCS Complete Care (ACC) companion program in accordance with paragraph 4.1.1;
- 4.6.2.2. The individual must live within the appropriate county that corresponds with the specific service area of their AHCCCS Complete Care (ACC) program enrollment in accordance with paragraph 4.1.2;

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- 4.6.2.3. The individual must be entitled to participate in Medicare; and
- 4.6.2.4. The individual must reside within the CMS-approved service area county for this PBP in accordance with paragraph 4.5.2.

**4.6.3.** H4931-007 is a Dual Eligible Subset PBP open only to those individuals eligible to enroll pursuant to the following eligibility requirements:

- 4.6.3.1. The individual must be currently enrolled in the AHCCCS Complete Care (ACC) companion program in accordance with paragraph 4.1.1;
- 4.6.3.2. The individual must live within the appropriate county that corresponds with the specific service area of their AHCCCS Complete Care (ACC) program enrollment in accordance with paragraph 4.1.2;
- 4.6.3.3. The individual must be entitled to participate in Medicare; and
- 4.6.3.4. The individual must reside within the CMS-approved service area county for this PBP in accordance with paragraph 4.5.3.

**4.6.4.** H4931-008 is a Dual Eligible Subset PBP open only to those individuals eligible to enroll pursuant to the following eligibility requirements:

- 4.6.4.1. The individual must be currently enrolled in the AHCCCS Complete Care (ACC) companion program in accordance with paragraph 4.1.1;
- 4.6.4.2. The individual must live within the appropriate county that corresponds with the specific service area of their AHCCCS Complete Care (ACC) program enrollment in accordance with paragraph 4.1.2;
- 4.6.4.3. The individual must be entitled to participate in Medicare; and
- 4.6.4.4. The individual must reside within the CMS-approved service area county for this PBP in accordance with paragraph 4.5.4.

**4.6.5.** H4931-013 is a Dual Eligible Subset PBP open only to those individuals eligible to enroll pursuant to the following eligibility requirements:

- 4.6.5.1. The individual must be currently enrolled in the ALTCS Elderly and Physically Disabled companion program in accordance with paragraph 4.3.1;
- 4.6.5.2. The individual must live within the appropriate county that corresponds with the specific service area of their ALTCS Elderly and Physically Disabled program enrollment in accordance with paragraph 4.3.2;
- 4.6.5.3. The individual must be entitled to participate in Medicare; and

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4.6.5.4. The individual must reside within the CMS-approved service area county for this PBP in accordance with paragraph 4.5.5.

**4.6.6.** H4931-014 is a Dual Eligible Subset PBP open only to those individuals eligible to enroll pursuant to the following eligibility requirements:

4.6.6.1. The individual must be currently enrolled in the ALTCS Elderly and Physically Disabled companion program in accordance with paragraph 4.3.1;

4.6.6.2. The individual must live within the appropriate county that corresponds with the specific service area of their ALTCS Elderly and Physically Disabled program enrollment in accordance with paragraph 4.3.2;

4.6.6.3. The individual must be entitled to participate in Medicare; and

4.6.6.4. The individual must reside within the CMS-approved service area county for this PBP in accordance with paragraph 4.5.6.

**4.6.7.** H4931-015 is a Dual Eligible Subset PBP open only to those individuals eligible to enroll pursuant to the following eligibility requirements:

4.6.7.1. The individual must be currently enrolled in the ALTCS Elderly and Physically Disabled companion program in accordance with paragraph 4.3.1;

4.6.7.2. The individual must live within the appropriate county that corresponds with the specific service area of their ALTCS Elderly and Physically Disabled program enrollment in accordance with paragraph 4.3.2;

4.6.7.3. The individual must be entitled to participate in Medicare; and

4.6.7.4. The individual must reside within the CMS-approved service area county for this PBP in accordance with paragraph 4.5.7.

**4.6.8.** H4931-016 is a Dual Eligible Subset PBP open only to those individuals eligible to enroll pursuant to the following eligibility requirements:

4.6.8.1. The individual must be currently enrolled in the ALTCS Elderly and Physically Disabled companion program in accordance with paragraph 4.3.1;

4.6.8.2. The individual must live within the appropriate county that corresponds with the specific service area of their ALTCS Elderly and Physically Disabled program enrollment in accordance with paragraph 4.3.2;



4.6.8.3. The individual must be entitled to participate in Medicare; and

4.6.8.4. The individual must reside within the CMS-approved service area county for this PBP in accordance with paragraph 4.5.8.



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IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT:	
<b>5. NAME OF MAO:</b> <b>BANNER – UNIVERSITY CARE ADVANTAGE</b>	<b>6. ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM</b>
SIGNATURE OF AUTHORIZED INDIVIDUAL:  	SIGNATURE:  
TYPED NAME: <b>Kathleen Oestreich</b>	TYPED NAME: <b>Meggan Harley, CPPO, MSW</b>
TITLE: <b>Chief Executive Officer</b>	TITLE: <b>Chief Procurement Officer</b>
DATE: <b>6/25/18</b>	DATE: <b>06/21/2018</b>

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**ATTACHMENT 1: CHART OF DELIVERABLES**

<b>Area</b>	<b>Timeframe</b>	<b>Report</b>	<b>When Due</b>	<b>Agreement Section</b>	<b>Agreement Paragraph</b>	<b>Reference/ Policy</b>	<b>Send To</b>	<b>Submitted Via</b>
DHCM OPERATIONS	Upon execution of initial Agreement	Default Enrollment Process – Initial Approval	120 days prior to Effective Date of Agreement	Section 2: Program Requirements	2.1.11	42 CFR 422.66(g)	DHCM Operations Compliance Officer for Medicare	Email notification
DHCM OPERATIONS	Minimum every 5 years after most recent approval	Default Enrollment Process – Renewal Approval	Within 10 calendar days of receipt	Section 2: Program Requirements	2.1.11	42 CFR 422.66(g)	DHCM Operations Compliance Officer for Medicare	Email notification
DHCM CLINICAL QUALITY MANAGEMENT	Annually	Medicare Health Risk Assessment Tool	January 1 <sup>st</sup>	Section 2: Program Requirements	2.1.5	N/A	DHCM Clinical Quality Management Unit	FTP server with secure email notification to CQM@azahcccs.gov with notification to CQM Administrator
DHCM OPERATIONS	Monthly	Default (Seamless Conversion) Enrollment	30 calendar days after month end	Section 2: Program Requirements	2.1.12	N/A	DHCM Operations Compliance Officer for Medicare	Secure email notification
DHCM FINANCE	Quarterly	Financial Reporting	60 days after the end of the quarter	Section 2: Program Requirements	2.7.1.2	AHCCCS Financial Reporting Guide(s)	DHCM Program Compliance Auditor	FTP server with email notification

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<b>Area</b>	<b>Timeframe</b>	<b>Report</b>	<b>When Due</b>	<b>Agreement Section</b>	<b>Agreement Paragraph</b>	<b>Reference/ Policy</b>	<b>Send To</b>	<b>Submitted Via</b>
DHCM OPERATIONS	Monthly	Member Appeals Summary and Outcomes	First day of the second month following the month being reported	Section 2: Program Requirements	2.9	AHCCCS Grievance System Reporting Guide	DHCM Operations Compliance Officer for Medicare	Secure email notification
DHCM OPERATIONS	Annually	CMS Notification of MAO FIDE Status (as applicable)	10 calendar days of receipt	Section 2: Program Requirements	2.12.7	N/A	DHCM Operations Compliance Officer for Medicare	Secure email notification
DHCM OPERATIONS	Annually	CMS Notification of MAO Star Ratings	10 calendar days of receipt	Section 2: Program Requirements	2.11	N/A	DHCM Operations Compliance Officer for Medicare	Secure email notification
DHCM OPERATIONS	Per Occurrence	Change of Designated Care Coordinator	10 calendar days of change	Section 2: Program Requirements	2.1.8	N/A	DHCM Operations Medical Management Unit and Compliance Officer for Medicare	FTP server  Email notification

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<b>Area</b>	<b>Timeframe</b>	<b>Report</b>	<b>When Due</b>	<b>Agreement Section</b>	<b>Agreement Paragraph</b>	<b>Reference/ Policy</b>	<b>Send To</b>	<b>Submitted Via</b>
DHCM CLINICAL QUALITY MANAGEMENT	Per Occurrence	Quality of Care Inquiry Responses	When requested	Section 2: Program Requirements	2.1.10	N/A	DHCM Clinical Quality Management Unit	FTP server with secure email notification to CQM@azahcccs.gov with notification to CQM Administrator
CONTRACTS AND PURCHASING	Per Occurrence	Advertising, Property of the State	Advance written approvals	Section 3: Terms and Conditions	2.8, 3.10	N/A	Contracting Officer	Email notification
DHCM OPERATIONS	Per Occurrence	MAO Contract Changes with and Notifications from CMS	10 calendar days of notice or change	Section 2: Program Requirements	2.10	N/A	DHCM Operations Compliance Officer for Medicare	Secure email notification
DHCM OPERATIONS	Per Occurrence	Notification of Potential Conflict(s) of Interest	Advance written approval	Section 3: Terms and Conditions	3.8	N/A	DHCM Operations Compliance Officer for Medicare	Secure email notification
CONTRACTS AND PURCHASING	Per Occurrence	Notices to AHCCCS	Per Occurrence	Section 3: Terms and Conditions	4.8	N/A	Contracting Officer	Email notification
DHCM DATA ANALYSIS AND RESEARCH UNIT (DAR)	Per Schedule	Medicare Encounter Data	Per schedule	Section 2: Program Requirements	2.6	N/A	DHCM DAR designated Sr. Business Analyst	Established PMMIS transmission protocols with email notification

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**ATTACHMENT 2 – AHCCCS COVERED SERVICES – PHYSICAL HEALTH**

PHYSICAL HEALTH SERVICES (IN ACCORDANCE WITH APPLICABLE CONTRACT AND POLICY TERMS, CONDITIONS AND LIMITATIONS)	TITLE XIX	
	<21	≥21
Audiology	X	X
Behavioral Health	SEE ATTACHMENT 3	
Breast Reconstruction After Mastectomy	X	X
Chiropractic Services	X	
Cochlear Implants	X	
Diagnostic Testing	X	X
Emergency Dental Services	X	ALTCS only
Preventive & Therapeutic Dental Services	X	
Limited Medical and Surgical Services by a Dentist (for Members Age 21 and older)		X
Dialysis	X	X
Emergency Services	X	X
Emergency Eye Exam	X	X
Vision Exam/Prescriptive Lenses	X	
Lens Post Cataract Surgery	X	X
Treatment for Medical Conditions of the Eye	X	X
Health Risk Assessment & Screening Tests (for Members Age 21 and Older)		X
Preventive Examinations in the Absence of any Known Disease or Symptom	X	X
HIV/AIDS Antiretroviral Therapy	X	X
High Frequency Chest Wall Oscillation Therapy	X	X
Home Health Services	X	X
Hospice	X	X
Hospital Inpatient	X	X
Hospital Observation	X	X

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<b>PHYSICAL HEALTH SERVICES</b> <small>(IN ACCORDANCE WITH APPLICABLE CONTRACT AND POLICY TERMS, CONDITIONS AND LIMITATIONS)</small>	<b>TITLE XIX</b>	
	<b>&lt;21</b>	<b>≥21</b>
Hospital Outpatient	X	X
Hysterectomy (Medically Necessary)	X	X
Immunizations	X	X
Laboratory	X	X
Maternity Services	X	X
Family Planning	X	X
Early and Periodic Screening, Diagnosis and Treatment (Medical Services)	X	
Medical Foods	X	X
Medical Equipment and Appliances	X	X
Medical Supplies	X	X
Prosthetic	X	X
Orthotic Devices	X	X
Negative Pressure Wound Therapy	X	X
Nursing Facilities (up to 90 days)	X	X
Non-Physician First Surgical Assistant	X	X
Physician Services	X	X
Foot and Ankle Services	X	X
Prescription Drugs	X	X
Primary Care Provider Services	X	X
Private Duty Nursing	X	X
Radiology and Medical Imaging	X	X
Occupational Therapy – Inpatient	X	X
Occupational Therapy – Outpatient	X	X
Physical Therapy – Inpatient	X	X
Physical Therapy – Outpatient	X	X
Sleep Studies (Polysomnography)	X	X
Speech Therapy – Inpatient	X	X

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<b>PHYSICAL HEALTH SERVICES</b> (IN ACCORDANCE WITH APPLICABLE CONTRACT AND POLICY TERMS, CONDITIONS AND LIMITATIONS)	<b>TITLE XIX</b>	
	<b>&lt;21</b>	<b>≥21</b>
Speech Therapy – Outpatient	X	ALTCS only
Respiratory Therapy	X	X
Total Outpatient Parental Nutrition	X	X
Non-Experimental transplants approved for Title XIX reimbursement (See Policy Regarding Specific Transplant Coverage)	X	X
Transplant Related immunosuppressant drugs	X	X
Transportation – Emergency	X	X
Transportation - Non-emergency	X	X
Triage	X	X

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**ATTACHMENT 3 – AHCCCS COVERED SERVICES BEHAVIORAL HEALTH**

<b>BEHAVIORAL HEALTH SERVICES</b> <small>(IN ACCORDANCE WITH APPLICABLE CONTRACT AND POLICY TERMS, CONDITIONS AND LIMITATIONS)</small>	<b>ACC</b>		<b>ALTCS</b>	
	<b>TITLE XIX</b>		<b>TITLE XIX</b>	
	<b>&lt;21</b>	<b>≥21</b>	<b>&lt;21</b>	<b>≥21</b>
Behavioral Health Counseling and Therapy - Individual	X	X	X	X
Behavioral Health Counseling and Therapy – Group and Family	X	X	X	X
Behavioral Health Screening Services	X	X	X	X
Behavioral Health Assessment Services	X	X	X	X
Behavioral Health Testing Services	X	X	X	X
Behavioral Health Evaluation Services	X	X	X	X
Other Professional Services – Alcohol and/or Drug Services	X	X	X	X
Other Professional Services – Multisystemic Therapy for Juveniles	X		X	
Other Professional Services – Mental Health Services (fka Traditional Healing)	Non-TXIX funds if available	Non-TXIX funds if available	Non-TXIX funds if available	Non-TXIX funds if available
Other Professional Services – Auricular Acupuncture	Non-TXIX funds if available	Non-TXIX funds if available	Non-TXIX funds if available	Non-TXIX funds if available
Skills, Training and Development, and Psychosocial Rehabilitation (Living Skills Training)	X	X	X	X
Cognitive Rehabilitation	X	X	X	X
Health Promotion Services (Behavioral Health Prevention/Promotion Education, Medication Training, and Support Services)	X	X	X	X
Psycho Educational Services and Ongoing Support to Maintain Employment	X	X	X	X
Medical Services	X	X	X	X



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<b>BEHAVIORAL HEALTH SERVICES</b> <small>(IN ACCORDANCE WITH APPLICABLE CONTRACT AND POLICY TERMS, CONDITIONS AND LIMITATIONS)</small>	<b>ACC</b>		<b>ALTCS</b>	
	<b>TITLE XIX</b>		<b>TITLE XIX</b>	
	<b>&lt;21</b>	<b>≥21</b>	<b>&lt;21</b>	<b>≥21</b>
Laboratory, Radiology and Medical Imaging	X	X	X	X
Medical Management	X	X	X	X
Electro-Convulsive Therapy	X	X	X	X
Case Management	X	X	X	X
Personal Care Services	X	X	X	X
Home Care Training – Family	X	X	X	X
Home Care Training – to Home Care Client	X	X	X	X
Self-Help/Peer Services	X	X	X	X
Unskilled Respite Care	X	X	X	X
Supported Housing	Non-TXIX funds if available	Non-TXIX funds if available	Non-TXIX funds if available	Non-TXIX funds if available
Sign Language or Oral Interpretation Services	X	X	X	X
Transportation – Emergency	X	X	X	X
Transportation – Non-Emergency	X	X	X	X
Crisis Intervention Services – Mobile	X	X	X	X
Crisis Intervention Services – Facility-Based	X	X	X	X
Hospital Services	X	X	X	X
Sub-Acute Facility	X	X	X	X
Residential Treatment Center	X	X	X	X
Behavioral Health Residential Facility (without Room and Board)	X	X	X	X
Mental Health Services NOS (Room and Board)	Non-TXIX funds if available	Non-TXIX funds if available	Non-TXIX funds if available	Non-TXIX funds if available
Supervised Behavioral Health Treatment and Day Programs	X	X	X	X

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<b>BEHAVIORAL HEALTH SERVICES</b> <small>(IN ACCORDANCE WITH APPLICABLE CONTRACT AND POLICY TERMS, CONDITIONS AND LIMITATIONS)</small>	<b>ACC</b>		<b>ALTCs</b>	
	<b>TITLE XIX</b>		<b>TITLE XIX</b>	
	<b>&lt;21</b>	<b>≥21</b>	<b>&lt;21</b>	<b>≥21</b>
Therapeutic Behavioral Health Services and Day Programs	X	X	X	X
Community Psychiatric Supportive Treatment and Medical Day Programs	X	X	X	X
Community Psychiatric Supportive Treatment and Medical Day Programs – by telephone	X	X	X	X

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**ATTACHMENT 4 – ALTCS COVERED SERVICES**

<b>INSTITUTIONAL SERVICES</b>
Intermediate Care Facility (DD Dual Eligible Members only)
Nursing Facility – Level I
Nursing Facility – Level II
Nursing Facility – Level III
Nursing Facility – Level IV
Nursing Facility – Respite
Bed Hold – Therapeutic Leave
Bed Hold – Hospital Admission
<b>ALTERNATIVE RESIDENTIAL SETTINGS</b>
Assisted Living Home
Assisted Living Center
Adult Foster Care
Habilitation – Residential (DD Group Homes only)
Level II Behavioral Health Residential  (May be appropriate for stays of any length)
Behavioral Health Therapeutic Home  <ul style="list-style-type: none"> <li>• Home Care Training to Home Care Client (Child)</li> <li>• Home Care Training to Home Care Client (Adult)</li> <li>• Home Care Training to Home Care Client (Adult Geriatric)</li> </ul>
<b>HOSPICE SERVICES</b>
Routine Home Care
Continuous Home Care

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Inpatient Respite Care
General Inpatient Care
<b>HOME AND COMMUNITY BASED SERVICES</b>
Adult Day Health Care
Attendant Care
Companion Care
Community Transition Service
Emergency Alert System
Habilitation <ul style="list-style-type: none"> <li>• Day Treatment &amp; Training</li> <li>• Supported Employment</li> </ul>
Home Delivered Meals
Home Health Services/Nursing
Home Health Services/Home Health Aide
Homemaker
Home Modification
Personal Care
Respite <ul style="list-style-type: none"> <li>• Short Term In-Home</li> <li>• Continuous In-Home</li> <li>• Group Respite</li> </ul>

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**ATTACHMENT 5 – DEFAULT (SEAMLESS CONVERSION) ENROLLMENT PROCESS REPORTING REQUIREMENTS**

MAO shall report each of the following six (6) default enrollment process data elements to AHCCCS monthly, as per the requirements of Attachment 1: Chart of Deliverables.

a. Number of individuals (potential Dual Eligible Members) identified by MAO as eligible for default enrollment based on age or disability.
b. Number of beneficiaries (potential Dual Eligible Members), separated by eligibility based on age or disability, that were noticed by MAO at least sixty (60) calendar days prior to the effective date of default enrollment.
c. Number of beneficiaries (potential Dual Eligible Members) who opted out of (declined) default enrollment prior to the effective date. Differentiate between those who opted out by telephone or in writing, as well as eligibility based on age or disability.
d. At the end of the first month of enrollment, specify the number of rapid disenrollments (the number of Dual Eligible Members who disenrolled within their first month of default enrollment). Continue to track for rapid disenrollments within the first three months of a Dual Eligible Member’s default enrollment effective date.
e. Provide information regarding any complaints received internally, including grievances relating to default enrollment. For complaints with a Medicare Advantage Complaint Tracking Module (CTM) identification number, please also list the CTM number with the complaint. Provide this information in an Excel spreadsheet.
f. Indicate if MAO has identified any individuals (potential Dual Eligible Members) for which it was unable to identify for default enrolment in the required timeframe (minimum 60 calendar days prior) for notification of default enrollment, and an explanation of why they were excluded from the default process.