ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM

801 EAST JEFFERSON STREET
PHOENIX, ARIZONA 85034

MEDICARE ADVANTAGE ORGANIZATION AGREEMENT
BETWEEN AHCCCS AND

Participant: ONECare by Care1st Health Plan of Arizona, Inc. d/b/a WellCare Liberty
AHCCCS AGREEMENT # **YH21-0006-03**

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: ONECare by Care1st Health Plan of Arizona, Inc. d/b/a WellCare Liberty 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 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 Contractor Operations Manual (ACOM)* Policy 107, AHCCCS shall execute an Agreement only when an MAO holds a companion AHCCCS program 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. To meet federal integration requirements for Fully Integrated D-SNPs (FIDE SNPs), the MAO and ALTCS Health Plan contracts shall be held by the same Arizona single legal entity.

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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.

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 & Medicaid Services (CMS): An agency of 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 Plus), Specified Low-Income Medicare Beneficiary Plus (SLMB Plus) 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 Medicare Advantage Organization (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 Plus): 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 Plus 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 Plus): 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 Plus 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 Plus or SMB Plus categorical income criteria, but is determined eligible for full AHCCCS benefits. For an Other Full Benefit Dual Eligible Member, AHCCCS does not provide payment 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 integrated health care benefits, regardless of whether a Dual Eligible Member is enrolled with the MAO's companion AHCCCS Complete Care, ALTCS or RBHA health plan for Medicaid benefits.

2.1.1 If a Dual Eligible Member is enrolled with the MAO for both Medicare and Medicaid benefits, the MAO is responsible for integrating and 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 is responsible for and shall utilize Medicare Parts A, B and D data, in conjunction with applicable 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 such integrated AHCCCS-only benefits with the Dual Eligible Member's assigned AHCCCS Complete Care (ACC), ALTCS E-PD, ALTCS DD, or RBHA health plan, or the AHCCCS fee-for-service program, each as applicable. 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 applicable AHCCCS Complete Care (ACC), ALTCS E-PD, ALTCS DD, or RBHA 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 MAO shall access a Dual Eligible Member's enrollment data through daily enrollment files AHCCCS provides to the MAO's companion AHCCCS Complete Care (ACC), ALTCS E-PD, ALTCS DD, or RBHA health plan, each as applicable. This enrollment data is also available through the AHCCCS Online web portal. See further description at paragraph 2.5 of this Agreement.

2.1.7 The MAO shall establish a designated Care Coordination Contact Person at each AHCCCS Complete Care (ACC), ALTCS E-PD, ALTCS DD, or RBHA health plan who will be responsible at a minimum to timely share, communicate and coordinate inpatient hospital, emergency department, and chronic illness information to assist an enrolled Dual Eligible Member's assigned AHCCCS Complete Care (ACC), ALTCS E-PD, ALTCS DD, or RBHA health plan (whether a companion affiliated or non-companion organization) coordinate care – including when benefits change either to or from Medicare or Medicaid coverage – in accordance with, but not limited to, the applicable terms and requirements of *AHCCCS Medical Policy Manual (AMPM)* Chapter 500: Care Coordination Requirements. Within ten (10) calendar days of a change in the MAO's designated Care Coordination Contact Person(s), MAO shall notify each AHCCCS Complete Care (ACC), ALTCS E-PD, ALTCS DD, or RBHA health plan of such change.

2.1.8 The MAO shall provide AHCCCS with the name of its designated Care Coordination Contact Person who is responsible for coordinating the care of enrolled 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 Care Coordination 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.

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)(2)(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)(2)(i)(E), (F), and (G) inclusive; 422.66(c)(2)(ii); and other CMS-published 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)(2)(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 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.

MAO shall maintain a minimum 3.0 overall plan Star rating as assigned by CMS to implement the default enrollment process. MAO implementation of the default enrollment process shall be revoked by CMS if a minimum 3.0 overall plan Star rating is not maintained, and default enrollment cannot be re-applied for with CMS until the MAO has subsequently achieved this minimum Star rating. See paragraph 2.11: Medicare Star Ratings for additional Star rating requirements.

Through implementation of the default enrollment process, AHCCCS shall provide MAO with information necessary to prospectively 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 quarterly, by month, 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).

MAO shall implement passive enrollment requirements and procedures only as directed or instructed by CMS or AHCCCS, 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 applicable regulatory guidance.

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.

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 activities for AHCCCS Complete Care (ACC), ALTCS E-PD, ALTCS DD, or RBHA health plan members who are Dual Eligible Members (see *ACOM* Policy 107).

2.2. MEDICAID BENEFITS COVERED BY THE MAO

For all enrolled Dual Eligible Members, MAO shall coordinate or otherwise arrange to provide all of the medically necessary comprehensive, preventive, and diagnostic and therapeutic physical health, behavioral health and LTSS services as applicable, that includes all services they are entitled to receive under the respective AHCCCS managed care program in which they are enrolled, as specified in respective AHCCCS managed care program contracts:

- AHCCCS Complete Care (ACC) contract YH19-0001, as amended https://www.azahcccs.gov/Resources/OversightOfHealthPlans/SolicitationsAndContracts/contracts.html
  - Section D, Paragraph 9: Scope of Services,
  - Section D, Paragraph 11: Behavioral Health Services Delivery;

- ALTCS Elderly and Physically Disabled (E-PD [MLTSS]) contract YH18-0001, as amended https://www.azahcccs.gov/Resources/OversightOfHealthPlans/SolicitationsAndContracts/contracts.html
  - Section D, Paragraph 11: Scope of Services (including Long-Term Services and Supports),
  - Section D, Paragraph 13: Behavioral Health Services Delivery;

- ALTCS DD contract YH6-0014, as amended https://www.azahcccs.gov/Resources/OversightOfHealthPlans/SolicitationsAndContracts/contracts.html
  - Section D, Paragraph 9: Scope of Services,
  - Section D, Paragraph 10: Behavioral Health Services Delivery;

- Regional Behavioral Health Authority (RBHA) contract YH17-0001, as amended https://www.azahcccs.gov/Resources/OversightOfHealthPlans/SolicitationsAndContracts/contracts.html
  - Section D, Paragraph 11: Behavioral Health Services Delivery.

MAO coordination or arrangement of Medicaid covered services on behalf of enrolled Dual Eligible Members shall be equal in amount, duration, and scope as established by AHCCCS, including applicable AHCCCS medical necessity requirements, and shall be provided with current knowledge and familiarity of terms and requirements as set forth in:

- Title XIX of the Social Security Act;
- 42 CFR Parts 440, 434, 438 and 441;
- Arizona Medicaid State Plan;
- Arizona Revised Statutes (ARS) §36-2901 et seq.;
- Arizona Administrative Code (AAC) Title 9, Chapters 22 and 28 (AHCCCS rules);
- AHCCCS Medical Policy Manual (AMPM);
- Other applicable AHCCCS policies and procedures;
- AHCCCS Complete Care (ACC), ALTCS E-PD, ALTCS DD, or RBHA health plan contracts, each as applicable;
- AHCCCS website resources; and
- Other relevant sources and materials.

The MAO shall timely coordinate AHCCCS Complete Care (ACC), ALTCS E-PD, ALTCS DD, or RBHA health plan managed care benefits for its enrolled Dual Eligible Members as per Attachments 2, 3 and 4 of this Agreement. Paragraphs 2.1 et seq. of this Agreement details the MAO's specific Medicare-Medicaid care coordination requirements.

All covered benefits, as incorporated herein, and services mandated by state or federal law on behalf of enrolled Dual Eligible Members, are subject to determination of medical necessity by the MAO.

Except as otherwise provided under this Agreement, or otherwise mandated by state or federal law, all health care services prescribed or recommended by a network physician, dentist, care manager, or other practitioner, or approved by the MAO, are limited to services covered under Medicare or AHCCCS.

2.3. MEDICAID COST-SHARING PROTECTIONS COVERED UNDER MAO

The MAO and its contracted providers are prohibited from imposing cost-sharing requirements on Dual Eligible Members that would exceed the amounts permitted under the Arizona State Plan for Medical Assistance, per section 1852(a)(7) of the Act and 42 CFR§422.504(g)(1)(iii).

Section 1902(n)(3)(B) of the Social Security Act prohibits a Medicare provider from balance billing a QMB Plus Dual Eligible Member for Medicare cost sharing amounts, including deductibles, coinsurance, and copayments. A QMB Plus 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 Medicare reimbursement as

payments in full for services rendered to Dual Eligible Members, or to bill the appropriate AHCCCS Complete Care (ACC), ALTCS E-PD, ALTCS DD, or RBHA health plan as applicable, for any additional Medicare 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 integrated companion AHCCCS Complete Care (ACC), ALTCS E-PD, ALTCS DD, or RBHA health plan, or AHCCCS fee-for-service program are included at A. A. C. paragraphs R9-29-101 to R9-29-601, inclusive.

2.4. IDENTIFYING AND SHARING OF INFORMATION ON MEDICAID NETWORK PROVIDERS

The MAO shall develop a network of providers which includes an overlap of providers in its network that are also contracted with its integrated companion AHCCCS Complete Care (ACC), ALTCS E-PD, ALTCS DD, or RBHA health plan.

On a daily basis, MAO shall have access to the electronic data file or other similar electronic means, in a mutually-agreed upon format, which contains the participating Medicaid network providers of its companion AHCCCS Complete Care (ACC), ALTCS E-PD, ALTCS DD or RBHA health plan.

On its website, MAO shall maintain a web link to its applicable companion AHCCCS Complete Care (ACC), ALTCS E-PD, ALTCS DD, or RBHA health plan's provider search capabilities and web-published Provider Directory to assist Dual Eligible Members in determining a provider's participation in the MAO's provider network.

AHCCCS Complete Care (ACC), ALTCS E-PD, ALTCS DD, or RBHA health plan provider networks can also be accessed online through respective health plan 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' eligibility status in each of the Medicare and Medicaid programs.

The MAO shall have access to real-time and daily Medicaid eligibility data for Dual Eligible Members enrolled in its companion AHCCCS Complete Care (ACC), ALTCS E-PD, ALTCS DD, or RBHA health plan. AHCCCS shall make this eligibility data available through its established daily 834 eligibility file process, or the AHCCCS Online real-time web portal to determine enrollment or disenrollment in AHCCCS health coverage programs.

For a Dual Eligible Member not enrolled in the MAO's companion AHCCCS Complete Care (ACC), ALTCS E-PD, ALTCS DD, or RBHA health plan, MAO shall verify such member's AHCCCS program eligibility through the AHCCCS Online real-time web portal at: https://azweb.statemedicaid.us/Home.asp.

The MAO shall verify Medicare eligibility of individual Dual Eligible Members when requested by AHCCCS.

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 following financial standards and reporting requirements.

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 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 and Financial Institutions (ADIFI)

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

2.7.2.1 Financial Standards – The MAO shall meet the ADIFI's applicable minimum financial solvency standards for state-licensed Health Care Service Organizations (HCSOs).

2.7.2.2 Financial Reporting – The MAO shall submit required quarterly and annual NAIC format financial reports to the ADIFI. The MAO shall also provide, for informational purposes only, in the same format(s) for the same time periods, unconsolidated, separate financial reports representing solely the financial results of the MAO's D-SNP offered only to Arizona Dual Eligible Members as detailed in Section 4 of this Agreement. Copies of these unconsolidated, AHCCCS-only MAO D-SNP financial reports in ADOI format(s) are to be provided to the AHCCCS DHCM-Finance Unit in accordance with the requirements of Attachment 1: Chart of Deliverables.

2.7.2.3 Financial Notifications – Within 10 calendar days of the date of such correspondence with the ADIFI, the MAO shall also provide AHCCCS DHCM-Finance Unit with informational copies of requests to and approvals received from the ADIFI 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 (ACC), ALTCS E-PD, ALTCS DD, or RBHA health plan 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.

2.9. GRIEVANCES AND APPEALS

The MAO shall implement the applicable requirements of 42 CFR 422.562(a)(5), and any subsequent regulatory guidance relating to assistance with Medicaid covered service grievances and appeals as detailed in paragraph 2.14 of this Agreement.

The 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.

The 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).

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 10 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.

2.12. HIGHLY INTEGRATED DUAL ELIGIBLE (HIDE) SPECIAL NEEDS PLAN STATUS

This paragraph is applicable only to an MAO contracted under this Agreement that shall offer a Medicare Advantage D-SNP Plan Benefit Package (PBP) of integrated Medicare and Medicaid health coverage, consistent with State policy, to eligible Dual Eligible Members in conjunction with the requirements of its AHCCCS Complete Care (ACC), ALTCS DD, or RBHA health plan in accordance with the eligibility terms, restrictions and requirements for each such health plan as described in of Section 4 of this Agreement.

MAO serving Dual Eligible Members through a companion AHCCCS Complete Care (ACC), ALTCS DD, or RBHA health plan contract with AHCCCS shall be designated annually by CMS as a "HIDE SNP" according to the following CMS requirements:

2.12.1. *Legal Entity for HIDE SNP Status*
For HIDE SNP status, MAO offered D-SNP PBP(s) covered under this Agreement (H5430-001) shall meet one of the following criteria:

☐ The legal entity holding a contract with CMS for the D-SNP(s) also contracted with the State under this Agreement is under the ownership and control of the same parent organization, as its companion AHCCCS Complete Care (ACC), ALTCS DD, or RBHA health plan, and is authorized to operate only in the same counties delineated in Section 4 of this Agreement. The MAO's companion AHCCCS Complete Care (ACC), ALTCS DD, or RBHA health plan is responsible for covering the Medicaid benefits described in Attachment 2: AHCCCS Covered Physical Health Services, and for covering integrated Medicaid behavioral health benefits as described in Attachment 3: AHCCCS Covered Behavioral Health Services of this Agreement, and each of the following, as applicable:

- AHCCCS Complete Care (ACC) contract YH19-0001, as amended https://www.azahcccs.gov/Resources/OversightOfHealthPlans/SolicitationsAndContracts/contracts.html
  - Section D, Paragraph 11: Behavioral Health Services Delivery;

- ALTCS DD contract YH6-0014, as amended https://www.azahcccs.gov/Resources/OversightOfHealthPlans/SolicitationsAndContracts/contracts.html
  - Section D, Paragraph 10: Behavioral Health Services Delivery;

- Regional Behavioral Health Authority (RBHA) contract YH17-0001, as amended https://www.azahcccs.gov/Resources/OversightOfHealthPlans/SolicitationsAndContracts/contracts.html
  - Section D, Paragraph 11: Behavioral Health Services Delivery.

☒ The legal entity holding a contract with CMS for the D-SNP(s) covered under this Agreement also receives direct capitation from AHCCCS to provide integrated coverage of the Medicaid benefits as described in Attachment 2: AHCCCS Covered Physical Health Services, and for covering integrated Medicaid behavioral health benefits as described in Attachment 3: AHCCCS Covered Behavioral Health Services of this Agreement, and each of the following, as applicable:

- AHCCCS Complete Care (ACC) contract YH19-0001, as amended https://www.azahcccs.gov/Resources/OversightOfHealthPlans/SolicitationsAndContracts/contracts.html
  - Section D, Paragraph 11: Behavioral Health Services Delivery;

- ALTCS DD contract YH6-0014, as amended
  https://www.azahcccs.gov/Resources/OversightOfHealthPlans/SolicitationsAndContracts/contracts.html
  - Section D, Paragraph 10: Behavioral Health Services Delivery;

- Regional Behavioral Health Authority (RBHA) contract YH17-0001, as amended
  https://www.azahcccs.gov/Resources/OversightOfHealthPlans/SolicitationsAndContracts/contracts.html
  - Section D, Paragraph 11: Behavioral Health Services Delivery.

2.12.2. *AHCCCS Health Plans Required to Operate Companion D-SNP(s)*
As required by its AHCCCS Complete Care (ACC), ALTCS DD, or RBHA health plan contract, each State-contracted Medicaid health plan is required to also operate an MAO offering a D-SNP product(s) in all Service Areas in which it holds an AHCCCS Complete Care (ACC), ALTCS DD, or RBHA health plan contract. AHCCCS shall execute this Agreement only when MAO holds a CMS D-SNP contract, beginning on the Effective Date of this Agreement, which covers the same service area(s) as its AHCCCS Complete Care (ACC), ALTCS DD, or RBHA health plan.

Each contracted AHCCCS Complete Care (ACC), ALTCS DD, or RBHA health plan shall have, and assure AHCCCS that it does have, the legal and actual authority to direct, manage, and control the operations of both the corporation operating its AHCCCS Complete Care (ACC), ALTCS DD, or RBHA health plan contract and its contracted companion MAO to the extent necessary to ensure integration of Medicare and Medicaid services for individuals enrolled for both programs.

2.12.3. *Payment of Direct Capitation for Coverage of Integrated Medicaid Benefits (HIDE):*
AHCCCS reimburses the MAO's companion AHCCCS Complete Care (ACC), ALTCS DD, or RBHA health plan as structured per subparagraph 2.12.1 through monthly capitated rates (incorporating reinsurance provisions) per each Dual Eligible Member enrolled with MAO for integrated goods and services provided hereunder, including integrated behavioral health services, under this Agreement as per the terms and requirements of, each as applicable by program:

- Contract Year Ending 2020 AHCCCS Complete Care (ACC) Program Capitation Rates
  https://www.azahcccs.gov/PlansProviders/Downloads/CapitationRates/acc/ACCRatesEffectiveOctober12019.pdf

- Contract Year Ending 2020 DD Program Capitation Rates
  DD contract, as amended
  https://app.az.gov/page.aspx/en/ctr/contract_manage_public/

- Contract Year Ending 2020 RBHA Health Plan Capitation Rates https://www.azahcccs.gov/PlansProviders/Downloads/CapitationRates/RBHA/CYE2020RBHARateEffectiveOct12019.pdf

  Note: These above referenced capitation rates by AHCCCS health coverage program are subject to change as circumstances warrant. Any capitation rate updates by AHCCCS health coverage program are available at https://www.azahcccs.gov/PlansProviders/RatesAndBilling/ManagedCare/capitationrates.html.

- AHCCCS Capitation Risk Pool to Eligibility Category to Rate Code Matrix https://www.azahcccs.gov/PlansProviders/Downloads/CapitationRates/RiskPooltoEligibilityCategorytoRateCode.pdf

- Contract Year Ending 2020 AHCCCS Complete Care (ACC) Program Capitation Rate Certification https://www.azahcccs.gov/PlansProviders/Downloads/CapitationRates/acc/CYE20ACCCapitationRateCertificationSOF.pdf

- Contract Year Ending 2020 ALTCS DD Program Capitation Rate Certification https://www.azahcccs.gov/PlansProviders/Downloads/CapitationRates/ALTCS-DDD/CYE20ALTCSDDDCapitationRateCertificationSOF.pdf

- Contract Year Ending 2020 RBHA Program Capitation Rate Certification https://www.azahcccs.gov/PlansProviders/Downloads/CapitationRates/RBHA/CYE20RBHACapitationRateCertificationSOF.pdf

2.12.4 MAO shall notify AHCCCS annually of CMS approved or non-approved HIDE Special Needs Plan status, as applicable, in accordance with the requirements of Attachment 1: Chart of Deliverables.

2.13. 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 Medicare Advantage D-SNP Plan Benefit Package (PBP) of integrated Medicare and Medicaid health coverage, consistent with State policy, to eligible Dual Eligible Members in conjunction with the requirements of its companion ALTCS E-PD Health Plan in accordance with the eligibility terms, restrictions and requirements of Section 4 of this Agreement.

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

2.13.1. *Legal Entity for FIDE SNP Status*
For FIDE SNP status, MAO offered D-SNP PBP(s) covered under this Agreement (not applicable) shall meet the following criterion:

☐ The legal entity holding a contract with CMS for the D-SNP(s) covered under this Agreement also receives direct capitation from AHCCCS to provide integrated coverage of the Medicaid benefits as described in Attachment 2: AHCCCS Covered Physical Health Services, Attachment 3: AHCCCS Covered Behavioral Health Services, Attachment 4: AHCCCS Covered Managed Long-Term Support Services of this Agreement when determined medically necessary and the following:

- ALTCS Elderly and Physically Disabled (E-PD [MLTSS]) contract YH18-0001, as amended https://www.azahcccs.gov/Resources/OversightOfHealthPlans/SolicitationsAndContracts/contracts.html
  - Section D, Paragraph 11: Scope of Services (including Long-Term Services and Supports)
  - Section D, Paragraph 13: Behavioral Health Services Delivery.

2.13.2. *ALTCS Health Plans Required to Operate Companion D-SNP(s):*
Each AHCCCS-contracted ALTCS Health Plan is required to also operate an MAO offering a D-SNP product(s) in all Service Areas in which it holds a Medicaid contract. AHCCCS shall execute a MIPPA Agreement only when MAO holds a CMS-companion D-SNP contract that covers the same service area(s) as the ALTCS Health Plan.

Each AHCCCS-contracted ALTCS Health Plan shall have, and assure AHCCCS that it does have, the legal and actual authority to direct, manage, and control the operations of both the corporation operating its ALTCS Health Plan contract and its contracted MAO to the extent necessary to ensure integration of Medicare and Medicaid services for individuals enrolled for both programs.

2.13.3. *MAO Coverage of Integrated Medicaid Long-Term Services and Supports (MLTSS) Benefits:*
The integrated companion ALTCS E-PD Health Plan is at financial risk for nursing facility services for at least six months (180 days) of the plan year.

2.13.4. *Payment of Direct Capitation for Coverage of Integrated Medicaid Benefits (FIDE):*
AHCCCS agrees to pay MAO (as per and to this Agreement's "Participant" representing the sole Arizona corporate legal entity [corporation] under common direction and control) monthly capitated rates per enrolled ALTCS E-PD Dual Eligible Member, and calculated as full compensation (incorporating reinsurance provisions) for ALTCS Health Plan integrated goods and services

provided hereunder, including integrated managed long-term supports and services (MLTSS), in that month under this Agreement as per:

- Contract Year Ending 2020 ALTCS E-PD Program Capitation Rates https://www.azahcccs.gov/PlansProviders/Downloads/CapitationRates/ALTCS/ALTCSEPD2020RateEffectiveOct12019andJan12020.pdf

- AHCCCS Capitation Risk Pool to Eligibility Category to Rate Code Matrix https://www.azahcccs.gov/PlansProviders/Downloads/CapitationRates/RiskPooltoEligibilityCategorytoRateCode.pdf

- Contract Year Ending 2020 ALTCS E-PD Program Capitation Rate Certification https://www.azahcccs.gov/PlansProviders/Downloads/CapitationRates/ALTCS/CYE20ALTCSEPDCapitationRateCertificationSOF.pdf

  Note: This annual ALTCS E-PD Capitation Rate Certification includes all specific and usual and customary Medicaid covered service reimbursement requirements and adjustments by specific rate cell and capitation rate. Such components include but are not limited to: institutional and MLTSS eligibility, institutional and MLTSS covered services, demographic characteristics, etc. Specific rate cell categories are assigned prospectively based on eligibility for the next available month.

For FIDE status purposes under this Agreement, there are no carved out AHCCCS covered services.

2.13.5. *FIDE Care Coordination Requirements:*
Through the FIDE-designated PBP in Section 4 of this Agreement, MAO to only enroll eligible ALTCS E-PD health plan Dual Eligible Members, and agrees to cover all costs incurred for benefits by its enrolled ALTCS E-PD program Dual Eligible Members, as listed in this Agreement. MAO agrees to coordinate and arrange 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, components shall include, but are not limited to:

- 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 as described at Section 40.5.3 of Chapter 16b of the *Medicare Managed Care Manual*;
- Provide access to Medicare and Medicaid benefits under a single managed care entity;

- 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;
- 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
- Provide a long-term care case manager who manages care transitions and assists ALTCS E-PD program enrolled Dual Eligible Members to access the full range of their medically necessary Medicare and Medicaid benefits, as per ALTCS Health Plan contract paragraph D.17: Case Management.

2.13.6 The MAO agrees to employ policies and procedures to coordinate or integrate member materials, including enrollment communications, grievance and appeals, and quality assurance, including but not limited to:

- Facilitating Medicaid eligibility redeterminations for enrolled ALTCS E-PD Dual Eligible Members, including assisting with applications for medical assistance and conducting member education regarding Medicaid eligibility;
- Performing integrated Medicare and Medicaid Health Risk Assessments upon enrollment and annually thereafter (as required per Attachment 1: Chart of Deliverables); and
- Integrating member facing materials wherever possible, such as enrollment communications and a single member identification card for Medicare and Medicaid.

2.13.7 MAO shall notify AHCCCS annually of CMS approved or non-approved FIDE Special Needs Plan status, as applicable, in accordance with the requirements of Attachment 1: Chart of Deliverables.

2.14. MAO ASSISTANCE WITH MEDICAID COVERAGE, APPEALS AND GRIEVANCES

The MAO shall implement the requirements of 42 CFR 422.562(a)(5) to assist an enrolled Dual Eligible Member with obtaining Medicaid covered services, and with Medicaid grievance and appeals procedures, regardless of whether or not such Dual Eligible Member is enrolled in the MAO's companion AHCCCS Complete Care (ACC), ALTCS E-PD, ALTCS DD, or RBHA health plan, or an AHCCCS fee-for-service health coverage program.

The MAO shall make available and offer such assistance when it becomes aware of a Dual Eligible Member's need to utilize these Medicaid procedures, and not only when directly requested by the Dual Eligible Member. This assistance may include but not be limited to:

- Explaining how to make a request for a Medicaid covered service prior authorization;
- Appealing a Medicaid adverse benefit determination;
- Identifying and providing specific instructions for contacting their enrolled ACC MCO, ALTCS or RBHA health plan, or AHCCCS fee-for-service point(s) of contact;
- Coordinating in making such contacts;
- Assisting in obtaining documentation to support a Medicaid prior authorization request, grievance or appeal;
- Assisting in filing either a Medicaid grievance or appeal.

Attachment 6 of this Agreement includes contact information for each AHCCCS Complete Care (ACC), ALTCS E-PD, ALTCS DD, or RBHA health plan, or an AHCCCS fee-for-service health coverage program applicable to a Dual Eligible Member's assigned AHCCCS health plan. The Care Coordination Contact Person listed in paragraph 3.16.3, or designee, shall reference Attachment 6 when assisting a Dual Eligible Member with applicable Medicaid coverage, grievance, or appeals processes.

When an enrolled Dual Eligible Member accepts such assistance with these proposed Medicaid procedures, the MAO shall provide it through multiple methods, including but not limited to:

- Self-advocate coaching services, education and/or outreach,
- Completion of necessary forms for and explanation of the Medicaid grievance and appeals process.

The MAO's obligation to provide assistance with these procedures does not require representation on behalf of an enrolled Dual Eligible Member at a Medicaid appeal.

Upon request from CMS or AHCCCS, the MAO shall provide documentation of its compliance with the requirements of 42 CFR 422.562(a)(5).

2.15. PENDING ISSUES

2.15.1 *Supplemental Benefits* – The MAO shall collaborate with AHCCCS regarding discretionary health-related supplemental benefits to be offered through Special Supplemental Benefits for the Chronically Ill (SSCBI) as provided by CMS in the Medicare Advantage CY2020 Final Call Letter issued April 1, 2019. Such coordination shall include proposed prospective SSCBIs that have a reasonable expectation of improving or maintaining the health or overall function of such an AHCCCS Dual Eligible Member as tailored to the individual's needs, for those such who are enrolled with the MAO. AHCCCS seeks to improve Medicare-Medicaid program coordination of such SSCBIs so as to reduce service delivery fragmentation and promote improved health outcomes. Examples of such

coordinated SSCBIs include, but are not limited to: home delivered foods/meals, home environmental modifications, transportation for non-medical needs, and other identified social determinant of health needs on a per identified and defined chronically ill Dual Eligible Member basis as documented in their care management/care treatment plan.

2.15.2 *Interoperability for Payers* – The MAO shall implement the applicable interoperability requirements included in CMS' and The Office of the National Coordinator for Health Information Technology's (ONC's) rules, technical requirements and timelines encompassing the interoperability of electronic health record and patient access to protected health information, as published in the *Federal Register* of May 1, 2020, and as may be amended.

2.15.3 *Merger and Acquisition Activities* – If, after the Effective Date of this Agreement, the MAO and its Affiliated Organization(s) are subject to merger and acquisition activities that may affect either its contracts with CMS or AHCCCS, then AHCCCS reserves its sole right in the best interest of the State to amend or implement other provisions of this Agreement as AHCCCS deems necessary.

3. TERMS AND CONDITIONS

3.1. TERM OF AGREEMENT

The term of this Agreement is for the period January 1, 2021 ("Effective Date") through December 31, 2021, inclusive.

3.2. AUTHORITY

This Agreement, and any subsequent Amendments issued thereto in accordance with paragraphs 3.5 and 3.6, 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.

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 this 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 this 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.

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.

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.

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. Such rights and remedies for non-compliance with the terms and conditions of this Agreement include, but are not limited to, those in the MAO's AHCCCS companion health coverage program contract(s), each of which is applicable at AHCCCS' sole discretion:

- AHCCCS Complete Care (ACC) paragraph D.68: Administrative Actions,
- ALTCS Health Plan paragraph D.74: Administrative Actions,
- Integrated RBHA (Maricopa County) paragraph D.68: Administrative Actions, and
- Integrated RBHA (Greater Arizona) paragraph D.68: Administrative Actions.

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.

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

3.16.2. For the MAO:

Name	Scott Cummings
Title	Market President
MAO	ONECare by Care1st Health Plan of Arizona, Inc. d/b/a WellCare Liberty
Address	432 North 44th Street, Suite 100 Phoenix, Arizona 85008
Telephone	(602) 778-1860
Email	scott.cummings@care1staz.com

3.16.3. For the MAO Care Coordination Contact Person:

Name	Dee Reny
Title	Director, Field Health Services
MAO	ONECare by Care1st Health Plan of Arizona, Inc. d/b/a WellCare Liberty
Address	432 North 44th Street, Suite 100 Phoenix, Arizona 85008
Telephone	(480) 366-0802
Email	dee.reny@wellcare.com

4. CONTRACTOR SPECIFIC SECTION

MAO shall enroll an eligible Dual Eligible Member only in accordance with the eligibility, terms, service area counties and plan benefit packages (PBPs) listed for each of the respective AHCCCS integrated companion managed care program contract, and populations as designated by specific contracts, contract terms, or as otherwise further 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 for and enrolled in the following AHCCCS managed care programs (check all program eligibility criteria that apply to each of the following):

4.1 AHCCCS Complete Care (ACC) (companion AHCCCS contract YH19-0001, as amended) (for HIDE SNP status)
4.2 Integrated RBHA (companion AHCCCS contract YH17-0001, as amended) (for HIDE SNP status)
4.3 ALTCS Elderly and Physically Disabled (companion AHCCCS contract YH18-0001, as amended) (for FIDE SNP status)
4.4 ALTCS Developmentally Disabled (DD) (companion AHCCCS contract YH6-0014, as amended) (for HIDE SNP status)

4.1. ☒ AHCCCS Complete Care (ACC) (integrated companion AHCCCS contract YH19-0001, as amended) (for HIDE SNP status)

4.1.1. Member Eligibility:

☒ Only full-benefit dually eligible beneficiaries (QMB Plus, SLMB Plus and Other Full Benefit Dually Eligible Beneficiaries only)
☐ QMB
☒ QMB Plus
☐ SLMB
☒ SLMB Plus
☐ QI
☐ QDWI
☒ Other Full Benefit Dual Eligible (FBDE) Beneficiaries (non-QMB)

4.1.2. Service Area:

☒ Apache County
☐ Cochise County
☒ Coconino County
☒ Gila County
☐ Graham County
☐ Greenlee County
☐ La Paz County
☒ Maricopa County
☒ Mohave County
☒ Navajo County
☐ Pima County
☒ Pinal County
☐ Santa Cruz County
☒ Yavapai County
☐ Yuma County

4.2. ☐ **Integrated RBHA (integrated companion AHCCCS contract YH17-0001, as amended) (for HIDE SNP status)** *(not applicable)*

4.2.1. Member Eligibility:

☐ Only full-benefit dually eligible beneficiaries (QMB Plus, SLMB Plus and Other Full Benefit Dually Eligible Beneficiaries only)
☐ QMB
☐ QMB Plus
☐ SLMB
☐ SLMB Plus
☐ QI
☐ QDWI
☐ Other Full Benefit Dual Eligible (FBDE) Beneficiaries (non-QMB)

4.2.2. Service Area:

☐ Apache County
☐ Cochise County
☐ Coconino County
☐ Gila County
☐ Graham County
☐ Greenlee County
☐ La Paz County
☐ Maricopa County
☐ Mohave County
☐ Navajo County
☐ Pima County
☐ Pinal County
☐ Santa Cruz County
☐ Yavapai County
☐ Yuma County

4.3. ☐ **ALTCS Elderly and Physically Disabled (integrated companion AHCCCS contract YH18-0001, as amended) (for FIDE SNP status)** *(not applicable)*

4.3.1. Member Eligibility:

☐ Only full-benefit dually eligible beneficiaries (QMB Plus, SLMB Plus and Other Full Benefit Dually Eligible Beneficiaries only)
☐ QMB
☐ QMB Plus
☐ SLMB
☐ SLMB Plus
☐ QI
☐ QDWI
☐ Other Full Benefit Dual Eligible (FBDE) Beneficiaries (non-QMB)

4.3.2. Service Area:

☐ Apache County
☐ Cochise County
☐ Coconino County
☐ Gila County
☐ Graham County
☐ Greenlee County
☐ La Paz County
☐ Maricopa County
☐ Mohave County
☐ Navajo County
☐ Pima County
☐ Pinal County
☐ Santa Cruz County
☐ Yavapai County
☐ Yuma County

4.4. ☐ **ALTCS Developmentally Disabled (DD) (integrated companion AHCCCS contract YH6-0014, as amended) (for HIDE SNP status)** *(not applicable)*

4.4.1. Member Eligibility:

☐ Only full-benefit dually eligible beneficiaries (QMB Plus, SLMB Plus and Other Full Benefit Dually Eligible Beneficiaries only)
☐ QMB
☐ QMB Plus
☐ SLMB
☐ SLMB Plus
☐ QI
☐ QDWI
☐ Other Full Benefit Dual Eligible (FBDE) Beneficiaries (non-QMB)

4.4.2. Service Area:

☐ Apache County
☐ Cochise County
☐ Coconino County
☐ Gila County
☐ Graham County
☐ Greenlee County
☐ La Paz County
☐ Maricopa County
☐ Mohave County
☐ Navajo County
☐ Pima County
☐ Pinal County
☐ Santa Cruz County
☐ Yavapai County
☐ Yuma 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 the companion AHCCCS contract service area county(ies) in paragraphs 4.1 through 4.4 inclusive as applicable, is/are as follows:

4.5.1 H5430-001 Service Area (aligning with paragraph 4.1.2 HIDE SNP status Service Area *only*):

☒ Apache County
☐ Cochise County
☒ Coconino County
☒ Gila County
☐ Graham County
☐ Greenlee County
☐ La Paz County
☒ Maricopa County
☒ Mohave County
☒ Navajo County
☐ Pima County
☒ Pinal County
☐ Santa Cruz County
☒ Yavapai County
☐ Yuma County

4.6. SPECIFIC PLAN OFFERINGS

MAO shall operate one (1) Dual Eligible Special Needs Plan under CMS contract number H5430. 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. H5430-001 (HIDE SNP status) is a Dual Eligible Subset plan open to only 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) companion 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.

MEDICARE ADVANTAGE ORGANIZATION AGREEMENT
BETWEEN AHCCCS AND
Participant ONECare by Care1st Health Plan of Arizona, Inc. d/b/a WellCare Liberty
AHCCCS AGREEMENT # **YH21-0006-03**

IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT:	
5. NAME OF MAO: **ONECARE BY CARE1ST HEALTH PLAN OF ARIZONA, INC. d/b/a WELLCARE LIBERTY**	**6. ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM**
SIGNATURE OF AUTHORIZED INDIVIDUAL:	SIGNATURE: Meggan LaPorte (Jun 22, 2020 09:01 PDT)
TYPED NAME: **Scott Cummings**	TYPED NAME: **Meggan LaPorte, CPPO, MSW**
TITLE: **Market President**	TITLE: **Chief Procurement Officer**
DATE: 6.24.2020	DATE: Jun 22, 2020

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ATTACHMENT 1: CHART OF DELIVERABLES

Area	Timeframe	Report	When Due	Agreement Section	Agreement Paragraph	Reference/ Policy	Send To	Submitted Via
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 1st	Section 2: Program Requirements	2.1.5	N/A	DHCM Operations Compliance Officer for Medicare	Email notification
DHCM OPERATIONS	Quarterly (by month)	Default Enrollment	30 calendar days after quarter end	Section 2: Program Requirements	2.1.12	N/A	DHCM Operations Compliance Officer for Medicare	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-Finance Program Compliance Auditor	FTP server with email notification

Area	Timeframe	Report	When Due	Agreement Section	Agreement Paragraph	Reference/ Policy	Send To	Submitted Via
DHCM FINANCE	Annually	Financial Reporting	90 days after the end of the plan fiscal year	Section 2: Program Requirements	2.7.1.2 2.7.2.2	AHCCCS Financial Reporting Guide(s)	DHCM-Finance Program Compliance Auditor	FTP server with email notification
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 HIDE SNP Status	10 calendar days of receipt from CMS	Section 2: Program Requirements	2.12.4	N/A	DHCM Operations Compliance Officer for Medicare	Secure email notification
DHCM OPERATIONS	Annually	CMS Notification of MAO FIDE SNP Status (as applicable)	10 calendar days of receipt from CMS	Section 2: Program Requirements	2.13.7	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

Area	Timeframe	Report	When Due	Agreement Section	Agreement Paragraph	Reference/ Policy	Send To	Submitted Via
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 with email notification
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

Area	Timeframe	Report	When Due	Agreement Section	Agreement Paragraph	Reference/ Policy	Send To	Submitted Via
CONTRACTS AND PURCHASING	Per Occurrence	Notices to AHCCCS	Per Occurrence	Section 3: Terms and Conditions	3.16.2	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

ATTACHMENT 2 – AHCCCS COVERED SERVICES – PHYSICAL HEALTH SERVICES

Details of medically necessary AHCCCS-covered physical health services under the terms of this Agreement are further described in paragraph 2.2 of this Agreement and the AHCCCS Complete Care (ACC) contract YH19-0001, as amended:

- Section D, Paragraph 9: Scope of Services. https://www.azahcccs.gov/Resources/OversightOfHealthPlans/SolicitationsAndContracts/contracts.html

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

PHYSICAL HEALTH SERVICES (IN ACCORDANCE WITH APPLICABLE CONTRACT AND POLICY TERMS, CONDITIONS AND LIMITATIONS)	TITLE XIX	
	<21	≥21
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
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

PHYSICAL HEALTH SERVICES (IN ACCORDANCE WITH APPLICABLE CONTRACT AND POLICY TERMS, CONDITIONS AND LIMITATIONS)	**TITLE XIX**	
	<21	**≥21**
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
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

ATTACHMENT 3 – AHCCCS COVERED SERVICES - BEHAVIORAL HEALTH SERVICES

Details of medically necessary AHCCCS-covered behavioral health services under the terms of this Agreement are further described in paragraph 2.2 of this Agreement and:

- AHCCCS Complete Care (ACC) contract YH19-0001, as amended:
  - Section D, Paragraph 9: Scope of Services
  - Section D, Paragraph 11: Behavioral Health Services Delivery https://www.azahcccs.gov/Resources/OversightOfHealthPlans/SolicitationsAndContracts/contracts.html

- ALTCS Elderly and Physically Disabled (E-PD) contract YH18-0001, as amended:
  - Section D, Paragraph 11: Scope of Services
  - Section D, Paragraph 13: Behavioral Health Services Delivery https://www.azahcccs.gov/Resources/OversightOfHealthPlans/SolicitationsAndContracts/contracts.html

BEHAVIORAL HEALTH SERVICES (IN ACCORDANCE WITH APPLICABLE CONTRACT AND POLICY TERMS, CONDITIONS AND LIMITATIONS, INCLUDING THOSE SERVICES LISTED IN THE AHCCCS BEHAVIORAL HEALTH SERVICES MATRIX ON THE AHCCCS WEBSITE)	ACC		ALTCS	
	TITLE XIX		TITLE XIX	
	<21	≥21	<21	≥21
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

BEHAVIORAL HEALTH SERVICES (IN ACCORDANCE WITH APPLICABLE CONTRACT AND POLICY TERMS, CONDITIONS AND LIMITATIONS, INCLUDING THOSE SERVICES LISTED IN THE AHCCCS BEHAVIORAL HEALTH SERVICES MATRIX ON THE AHCCCS WEBSITE)	**ACC**		**ALTCS**	
	TITLE XIX		**TITLE XIX**	
	<21	**≥21**	**<21**	**≥21**
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
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

BEHAVIORAL HEALTH SERVICES (IN ACCORDANCE WITH APPLICABLE CONTRACT AND POLICY TERMS, CONDITIONS AND LIMITATIONS, INCLUDING THOSE SERVICES LISTED IN THE AHCCCS BEHAVIORAL HEALTH SERVICES MATRIX ON THE AHCCCS WEBSITE)	**ACC**		**ALTCS**	
	TITLE XIX		**TITLE XIX**	
	<21	**≥21**	**<21**	**≥21**
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
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

ATTACHMENT 4 – ALTCS COVERED ELDERLY and PHYSICALLY DISABLED MLTSS

Details of medically necessary AHCCCS-covered managed long-term support services (MLTSS) under the terms of this Agreement are further described in paragraph 2.2 of this Agreement and the ALTCS Elderly and Physically Disabled (E-PD) contract YH18-0001, as amended:

- Section D, Paragraph 11: Scope of Services (including long-term support services)
- Section D, Paragraph 13: Behavioral Health Services Delivery https://www.azahcccs.gov/Resources/OversightOfHealthPlans/SolicitationsAndContracts/contracts.html

INSTITUTIONAL SERVICES
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
ALTERNATIVE RESIDENTIAL SETTINGS
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 • Home Care Training to Home Care Client (Child) • Home Care Training to Home Care Client (Adult) • Home Care Training to Home Care Client (Adult Geriatric)
HOSPICE SERVICES
Routine Home Care
Continuous Home Care
Inpatient Respite Care
General Inpatient Care
HOME AND COMMUNITY BASED SERVICES
Adult Day Health Care
Attendant Care
Companion Care
Community Transition Service
Emergency Alert System
Habilitation • Day Treatment & Training • Supported Employment
Home Delivered Meals
Home Health Services/Nursing
Home Health Services/Home Health Aide
Homemaker
Home Modification
Personal Care

Respite

- Short Term In-Home
- Continuous In-Home
- Group Respite

ATTACHMENT 5 – DEFAULT ENROLLMENT PROCESS REPORTING REQUIREMENTS

MAO shall report quarterly (by month) each of the following five (5) default enrollment process data elements to AHCCCS, as per the requirements of Attachment 1: Chart of Deliverables.

a. Number of beneficiaries (potential Dual Eligible Members), separated by eligibility based on age or disability, that were identified and noticed by MAO at least sixty (60) calendar days prior to the effective date of default enrollment.
b. Number of beneficiaries (potential Dual Eligible Members) who opt out of (decline) default enrollment prior to their effective date. Differentiate between those who opt out by telephone or in writing, as well as eligibility based on age or disability.
c. At the end of the first month of enrollment, specify the number of rapid disenrollments (the number of Dual Eligible Members who disenroll 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.
d. 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.
e. 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 enrollment process.

ATTACHMENT 6 – AHCCCS HEALTH PLAN REFERENCE TABLE FOR MAO ASSISTANCE WITH MEDICAID COVERAGE, APPEALS AND GRIEVANCES

	WEBSITE	TELEPHONE	EMAIL ADDRESS
Arizona Complete Care (ACC) Health Plans			
AZ Complete Health	www.azcompletehealth.com/contact-us.html	1-888-788-4408 TTY 711	Contact Us Form at www.azcompletehealth.com/contact-us.html
Banner-University Family Care	www.bannerufc.com/acc/about-us/contact-us	1-800-582-8686 TTY 711	
Care1st Health Plan Arizona	www.care1staz.com/az/aboutus/contact.asp	1-866-560-4042 TTY 711	Email Form at www.care1staz.com/az/aboutus/contact.asp
Health Choice Arizona	https://www.healthchoiceaz.com/contact/	1-800-322-8670 TTY 711	Link at: comments@HealthChoiceAZ.com
Magellan Complete Care	www.mccofaz.com/utility/contact-us/	1-800-424-5891	Email Form at www.mccofaz.com/utility/contact-us/
Mercy Care **(1)**	www.mercycareaz.org/members/completecare-formembers/contact	1-800-624-3879 TTY 711	Contact Us Form at www.mercycareaz.org/members/completecare-formembers/contact
UnitedHealthcare Community Plan **(1)**	www.uhccommunityplan.com/az/medicaid/ahcccs.html	1-800-348-4058 TTY 711	Contact Us Form at: https://www.uhccommunityplan.com/contact-us
ALTCS E-PD Health Plans			
Banner-University Family Care LTC	www.bannerufc.com/ltc/about-us/contact-us	1-833-318-4146 TTY 711	
Mercy Care LTC	www.mercycareaz.org/members/ltc-formembers/contact	1-800-624-3879 TTY 711	Contact Us Form at www.mercycareaz.org/members/ltc-formembers/contact
UnitedHealthcare Community Plan LTC	www.uhccommunityplan.com/az/medicaid/long-term-care.html	1-800-293-3740 TTY 711	Contact Us Form at: https://www.uhccommunityplan.com/contact-us
RBHA Health Plans			
AZ Complete Health	www.azcompletehealth.com/contact-us.html	1-888-788-4088 TTY 711	Contact Us Form at www.azcompletehealth.com/contact-us.html
Health Choice Arizona	https://www.healthchoiceaz.com/contact/	1-800-640-2123 TTY 711	Link at: comments@HealthChoiceAZ.com
Mercy Care RBHA	www.mercycareaz.org/members/rbha-formembers/contact	1-800-564-5465 TTY 711	Contact Us Form at www.mercycareaz.org/members/rbha-formembers/contact
Other Contact Information			
AHCCCS Fee-for Service Programs	www.azahcccs.gov/shared/AHCCCScontacts.html	1-855-432-7587	
State Health Insurance Assistance Program (SHIP)	https://des.az.gpv/services/aging-and-adult/state-health-insurance/ship –offices	1-800-432-4040	

(1) *Available also to Dual Eligible Members enrolled in respective ALTCS DD health plan.*