



SECTION A: CONTRACT AMENDMENT

1. AMENDMENT #: <p style="text-align: center;">7</p>	2. CONTRACT #: <p style="text-align: center;">YH18-0017</p>	3. EFFECTIVE DATE OF AMENDMENT: <p style="text-align: center;">OCTOBER 1, 2021</p>	4. PROGRAM: <p style="text-align: center;">SMI ELIGIBILITY DETERMINATIONS</p>
5. CONTRACTOR NAME AND ADDRESS: <p style="text-align: center;">Solari, Inc. 1275 West Washington Street, Suite 210 Tempe, AZ 85281</p>			
6. PURPOSE: To extend the Contract for one-year (October 1, 2021 to September 30, 2022) and to amend Section B, Capitation Rates and Contractor Specific Information for the period October 1, 2021 to September 30, 2022 and to amend the following Contract Sections Section B, Service and Funding, Section C, Definitions, Section D, Program Requirements, Section E, Terms and Conditions, and Section F, Attachments.			
7. THE ABOVE REFERENCED CONTRACT IS HEREBY AMENDED AS FOLLOWS: <ul style="list-style-type: none"> ➤ Section B, Service and Funding ➤ Section C, Definitions ➤ Section D, Scope of Work ➤ Section E, Terms and Conditions ➤ Section F, Attachments <p>Therefore, this Contract is hereby REMOVED IN ITS ENTIRETY, including but not limited to all terms, conditions, requirements, and pricing and is amended, restated, and REPLACED with the documents attached hereto as of the Effective Date of this Amendment.</p>			
8. IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.			
9. SIGNATURE OF AUTHORIZED REPRESENTATIVE: <p style="text-align: center;">DO NOT SIGN SEE SEPARATE SIGNATURE PAGE</p>	10. SIGNATURE OF AHCCCS CONTRACTING OFFICER: <p style="text-align: center;">DO NOT SIGN SEE SEPARATE SIGNATURE PAGE</p>		
TYPED NAME:	TYPED NAME:		
TITLE:	TITLE:		
DATE:	DATE:		

TABLE OF CONTENTS

SECTION B: SERVICE AND FUNDING 3

SECTION C: DEFINITIONS..... 4

SECTION D: SCOPE OF WORK..... 13

 1. INTRODUCTION 13

 2. SCOPE OF SERVICES 14

 3. QUALITY MANAGEMENT (QM)..... 15

 4. CULTURAL COMPETENCY 16

 5. COMMUNICATION GUIDELINES 17

 6. INFORMATION SYSTEMS 18

 7. DATA EXCHANGE AND DATA COLLECTION REQUIREMENTS..... 19

 8. GRIEVANCE AND APPEAL REQUIREMENTS..... 20

 9. ADMINISTRATIVE REQUIREMENTS..... 22

 10. AHCCCS GUIDELINES, POLICIES AND MANUALS..... 24

 11. STAFFING REQUIREMENTS 24

 12. SMI ELIGIBILITY DETERMINATION RECORD(S), SUPPORTING DOCUMENTATION, AND SMI
 ELIGIBILITY DETERMINATION REPORT 27

 13. CONTINUITY OF OPERATIONS AND RECOVERY 29

 14. LEGISLATIVE, LEGAL, AND REGULATORY ISSUES 30

 15. CORPORATE COMPLIANCE 30

 16. MONITORING REQUIREMENTS..... 34

 17. FINANCIAL MANAGEMENT 37

 18. PROVIDER REGISTRATION 38

 19. PENDING ISSUES 38

SECTION E: TERMS AND CONDITIONS 40

SECTION F: ATTACHMENTS 59

 ATTACHMENT F1: CHART OF DELIVERABLES 59

SECTION G: RESERVED 60

SECTION H: RESERVED 61

SECTION I: RESERVED 62

SECTION B: SERVICE AND FUNDING

The Contractor shall provide services as described in this Contract. In consideration for these services, the Contractor will be paid a price per SMI Eligibility Determination/Clinical Decertification received, regardless of outcome, as indicated below unless otherwise modified by Contract amendment.

Contracted Amount Effective Dates: 10/01/21 - 09/30/22

SERVICE AND FUNDING	AMOUNT PER DETERMINATION/DECERTIFICATION PACKET RECEIVED
SMI Determinations: Title XIX/XXI	\$564.85
SMI Determinations: Non-Title XIX/XXI	\$564.85
SMI Clinical Decertifications: Title XIX/XXI	\$564.85
SMI Clinical Decertifications: Non-Title XIX/XXI	\$564.85

[END OF SECTION B: SERVICE AND FUNDING]

SECTION C: DEFINITIONS

AGENT	Any person who has been delegated the authority to obligate or act on behalf of a provider [42 CFR 455.101].
AHCCCS CONTRACTOR OPERATIONS MANUAL (ACOM)	The ACOM provides information related to AHCCCS Contractor operations and is available on the AHCCCS website at www.azahcccs.gov .
AHCCCS MANAGED CARE ORGANIZATION	An organization or entity that has a prepaid capitated Contract with AHCCCS pursuant to A.R.S. § 36-2904, § 36-2940, or § 36-2944 to provide goods and services to members either directly or through subcontracts with providers, in conformance with Contractual requirements, AHCCCS Statute and Rules, and Federal law and regulations.
AHCCCS MEDICAL POLICY MANUAL (AMPM)	The AMPM provides information regarding covered health care services and is available on the AHCCCS website at www.azahcccs.gov .
APPEAL	The request for review of an adverse decision relating to an SMI Eligibility Determination, as set forth in A.A.C. R9-21-401.
APPLICANT	An individual who (a) submits an application for behavioral health services under A.A.C. Title 9, Chapter 21, or on whose behalf an application has been submitted, or (b) is referred for a determination of eligibility for behavioral health services, as defined in A.A.C. R9-21-101.
ARIZONA ADMINISTRATIVE CODE (A.A.C.)	The official publication of Arizona's codified Rules and published by the Administrative Rules Division.
ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM (AHCCCS)	Arizona's Medicaid Program, approved by the Centers for Medicare and Medicaid Services as a Section 1115 Waiver Demonstration Program and described in A.R.S. Title 36, Chapter 29.
ARIZONA LONG TERM CARE SYSTEM (ALTCS)	An AHCCCS program which delivers long-term, acute, behavioral health and case management services as authorized by A.R.S. § 36-2931 et seq., to eligible members who are either elderly and/or have physical disabilities, and to members with developmental disabilities, through Contractual agreements and other arrangements.
ARIZONA REVISED STATUTES (A.R.S.)	Laws of the State of Arizona.

ASSESSMENT	An analysis of a patient’s need for physical health services or behavioral health services to determine which services a health care institution shall provide to the patient as specified in A.A.C. R9-10-101.
ATTACHMENT	Any item labeled as an Attachment in the Contract or placed in the Attachments section of the Contract.
BEHAVIORAL HEALTH	Mental health and substance use collectively.
CENTERS FOR MEDICARE AND MEDICAID SERVICES (CMS)	The federal agency within the United States Department of Health and Human Services (HHS), which administers the Medicare (Title XVIII) and Medicaid (Title XIX) programs, and the State Children’s Health Insurance Program (Title XXI).
CASE MANAGER	An individual assigned as responsible for locating, accessing, and monitoring the provision of services to individuals in conjunction with a clinical team as specified in A.A.C. Title 9, Chapter 21 and Chapter 28, and Title 6, Chapter 6.
CHANGE IN ORGANIZATIONAL STRUCTURE	Any of the following: <ol style="list-style-type: none">1. Acquisition,2. Change in Articles of Incorporation,3. Change in Ownership,4. Change of MSA Subcontractor (to the extent management of all or substantially all plan functions has been delegated to meet AHCCCS contractual requirements).5. Joint Venture,6. Merger,7. Reorganization,8. State Agency reorganization resulting from an act of the Governor of the State of Arizona or the Arizona State Legislature,9. Other applicable changes which may cause:<ol style="list-style-type: none">a. A change in the Employer Identification Number/Tax Identification Number (EIN/TIN),b. Changes in critical member information, including the website, member or provider handbook and member ID card, orc. A change in legal entity name.
CODE OF FEDERAL REGULATIONS (CFR)	The general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government.

CONTRACT	The combination of the Solicitation, including the Instructions to Offerors, Contract Terms and Conditions, and Scope of Work; the Offer; any Best and Final Offers; any Solicitation Amendments or Contract Amendments; and any terms applied by law.
CONTRACT AMENDMENT	A written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
CONTRACTOR	A person, organization or entity agreeing through a direct Contracting relationship with AHCCCS to provide the goods and services specified by Contract in conformance with the stated Contract requirements, the Medicaid program statute and rules and Federal law and regulations.
CORRECTIVE ACTION PLAN (CAP)	A written work plan that identifies the root cause(s) of a deficiency, includes goals and objectives, actions/tasks to be taken to facilitate an expedient return to compliance, methodologies to be used to accomplish CAP goals and objectives, and staff responsible to carry out the CAP within established timelines. CAPs are generally used to improve performance of the Contractor and/or its providers, to enhance Quality Management/Process Improvement activities and the outcomes of the activities, or to resolve a deficiency.
CULTURAL COMPETENCE	A set of congruent behaviors, attitudes and policies that come together in a system, agency, or among professionals, which enables that system, agency, or those professionals to work effectively in cross-culture situations. Culture refers to integrated patterns of human behavior that include the language, thoughts, communications, actions, customs beliefs, values, and institutions of racial, ethnic, religious, or social groups. Competence implies having the capacity to function effectively as an individual and an organization within the context of the cultural beliefs, behaviors, and needs presented by consumers and their communities.
DAY	Calendar days unless otherwise specified.
DAY – BUSINESS	Monday, Tuesday, Wednesday, Thursday, or Friday unless a legal holiday falls on Monday, Tuesday, Wednesday, Thursday, or Friday.

DIVISION OF HEALTH CARE - MANAGEMENT (DHCM)	The division responsible for Contractor oversight regarding AHCCCS Contractor operations, quality, maternal and child health, behavioral health, medical management, case management, rate setting, encounters, and financial/operational oversight.
ENROLLED PERSON; ENROLLEE	A Title XIX/XXI or Non-Title XIX/XXI eligible person who is enrolled in an AHCCCS program or AHCCCS, as defined in A.R.S. § 36-2901, § 36-2981, § 36-2901.10 and recorded in the AHCCCS Information System as specified by AHCCCS.
EVALUATION	The process of analyzing current and past treatment information including assessment, treatment other medical records and documentation for purposes of making a decision as to an individual's eligibility for SMI services.
EXHIBIT	Any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
FRAUD	An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable State or Federal law, as defined in 42 CFR 455.2.
GRATUITY	A payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
GRIEVANCE	A complaint regarding an act, omission, or condition relating to the SMI Eligibility Determination process.
HEALTHCARE DECISION MAKER	An individual who is authorized to make health care treatment decisions for the patient. As applicable to the situation, this may include a parent of an unemancipated minor or a person lawfully authorized to make health care treatment decisions pursuant to A.R.S. title 14, chapter 5, article 2 or 3; or A.R.S. §§ 8-514.05, 36-3221, 36-3231 or 36-3281.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)	The Health Insurance Portability and Accountability Act; also known as the Kennedy-Kassebaum Act, signed August 21, 1996, as amended and as reflected in the implementing regulations at 45 CFR Parts 160, 162, and 164.
INDIAN HEALTH SERVICES (IHS)	The operating division within the U.S. Department of Health and Human Services, responsible for providing medical and public health services to members of Federally recognized Tribes and Alaska Natives as outlined in 25 U.S.C. 1661.
INFORMATION SYSTEMS	The component of the Contractor's organization which supports the Information Systems, whether the systems themselves are internal to the organization (full spectrum of systems staffing), or externally contracted (internal oversight and support).
KEY STAFF	The minimum required key positions required under this Contract.
LIMITED ENGLISH PROFICIENCY(LEP)	Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English may have LEP and may be eligible to receive language assistance for a particular type of service, benefit, or encounter.
MATERIAL OMISSION	A fact, data or other information excluded from a report, contract, etc. the absence of which could lead to erroneous conclusions following reasonable review of such report, contract, etc.
MATERIALS	All property, including equipment, supplies, printing, insurance, and leases of property but does not include land, a permanent interest in land or real property or leasing space.
MEDICAID	A Federal/State program authorized by Title XIX of the Social Security Act, as amended.

MEDICAL RECORDS	All communications related to a patient's physical or mental health or condition that are recorded in any form or medium and that are maintained for purposes of evaluation or treatment, including records that are prepared by a health care provider or by other providers. Records do not include materials that are prepared in connection with utilization review, peer review or quality assurance activities (A.R.S. § 12-2291).A chronological written account of a patient's examination and treatment that includes the patient's medical history and complaints, the provider's physical findings, behavioral health findings, the results of diagnostic tests and procedures, medications and therapeutic procedures, referrals, and treatment plans.
MUST	REFER TO "SHALL". Note: The term 'Must' is used interchangeably in this Contract with the term 'Shall'.
NATIONAL IDENTIFIER (NPI)	A unique identification number for covered health care providers, assigned by the CMS contracted national enumerator.
NON-TITLE XIX/XXI FUNDING	AHCCCS' funding sources outside of Title XIX/XXI Medicaid funds that could include but are not limited to; state appropriated general funds, state non-appropriated funds, county funds, block or formula grants, discretionary grants, or other grant-based funding.
NON-TITLE XIX/XXI MEMBER OR NON-TITLE XIX/XXI ELIGIBLE PERSON	An individual who needs or may be at risk of needing covered health-related services but does not meet Federal and State requirements for Title XIX or Title XXI eligibility.
NON-TITLE XIX/XXI SMI MEMBER	A Non-Title XIX/XXI member who has met the criteria to be designated as Seriously Mentally ill.
PROVIDER	Any individual or entity that is engaged in the delivery of services, or ordering or referring for those services, and is legally authorized to do so by the State in which it delivers the services, pursuant to 42 CFR 438.2.
REFERRAL	A verbal, written, telephonic, electronic or in-person request for health services.

REGIONAL BEHAVIORAL HEALTH AUTHORITY(RBHA)	A contracted Managed Care Organization (also known as a health plan) responsible for the provision of comprehensive behavioral health services to all eligible individuals assigned by the administration and provision of comprehensive physical health services to eligible individuals with a Serious Mental Illness enrolled by the Administration.
REQUEST FOR PROPOSAL (RFP)	A document prepared by AHCCCS which describes the services required and which instructs a prospective Offeror how to prepare a response (Proposal).
SANCTION	<p>A monetary and/or non-monetary penalty assessed or applied for failure to demonstrate compliance in one or more areas of contractual responsibility. Non-monetary penalties may include, but are not limited to:</p> <ol style="list-style-type: none">1. Appointment of temporary management for the Contractor, and/or2. Suspension of payment to the Contractor until the State is satisfied that the reason for imposition of the sanction no longer exists and is not likely to recur.
SCOPE OF WORK	Those provisions of the Solicitation/Contract that specify the work and/or results to be achieved by the Contractor.
SERIOUS MENTAL ILLNESS (SMI)	A designation as defined in A.R.S. § 36-550 and determined in an individual 18 years of age or older.
SHALL	Indicates a mandatory requirement as specified in A.A.C. R2-7-101. Note: The term 'Shall' is used interchangeably in this Contract with the term 'Must'.
SMI ASSESSMENT	REFER TO ASSESSMENT
SMI DECERTIFICATION	The process that results in the removal of the SMI behavioral health category designation from the individual's record.
SMI ELIGIBILITY DETERMINATION	A determination as to whether or not an individual meets the diagnostic and functional criteria established for the purpose of determining an individual's eligibility for SMI services.
STATE	The State of Arizona and Department or Agency of the State that executes the Contract.
STATE FISCAL YEAR	The budget year-State fiscal year: July 1 through June 30.

STATEWIDE	Of sufficient scope and breadth to address the health care service needs of individuals throughout the State of Arizona.
SUBCONTRACT	Any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
SUBCONTRACTOR	<ol style="list-style-type: none">1. A provider of health care who agrees to furnish covered services to members.2. An individual, agency, or organization with which the Contractor, or its Subcontractor, has contracted or delegated some of its management/administrative functions or responsibilities.3. An individual, agency, or organization with which a fiscal agent has entered into a Contract, agreement, purchase order or lease (or leases of real property) to obtain space, supplies equipment or services provided under the AHCCCS agreement.
SYSTEM UPGRADE	Any upgrade or changes to a data collection or information system that may result in disruption to Contractor services.
TITLE XIX	Known as Medicaid, Title XIX of the Social Security Act provides for Federal grants to the states for medical assistance programs. Title XIX enables states to furnish medical assistance to those who have insufficient income and resources to meet the costs of necessary medical services, rehabilitation, and other services, to help those families and individuals become or remain independent and able to care for themselves. Title XIX members include but are not limited to those eligible under Section 1931 of the Social Security Act, Supplemental Security Income (SSI), SSI-related groups, Medicare cost sharing groups, Breast and Cervical Cancer Treatment Program and Freedom to Work Program, which includes those populations described in 42 U.S.C. 1396 a (a)(10)(A).
TITLE XXI	Title XXI of the Social Security Act provides funds to states to enable them to initiate and expand the provision of child health assistance to uninsured, low income children in an effective and efficient manner that is coordinated with other sources of child health benefits coverage.

**TRIBAL REGIONAL BEHAVIORAL HEALTH
AUTHORITY (TRBHA)**

A tribal entity that has an intergovernmental agreement with the administration, the primary purpose of which is to coordinate the delivery of comprehensive behavioral health services to all eligible individuals assigned by the administration to the tribal entity. Tribal governments, through an agreement with the State, may operate a Tribal Regional Behavioral Health Authority for the provision of behavioral health services to American Indian members. Refer to A.R.S. § 36-3401, § 36-3407.

WASTE

Over-utilization or inappropriate utilization of services, misuse of resources, or practices that result in unnecessary costs to the Medicaid Program.

[END OF SECTION C: DEFINITIONS]

SECTION D: SCOPE OF WORK

1. INTRODUCTION

Purpose: The purpose of this Contract is to prescribe the requirements for the Contractor who will be conducting Serious Mental Illness (SMI) Eligibility Determinations and Clinical Decertifications in all Geographic Service Areas in Arizona.

The Serious Mental Illness (SMI) Eligibility Determination Contractor (“Contractor”) shall be responsible for the performance of all Contract requirements.

In the event that a provision of Federal or State law, regulation, or policy is repealed or modified during the term of this Contract, effective on the date the repeal or modification by its own terms takes effect:

1. The provisions of this Contract shall be deemed to have been amended to incorporate the repeal or modification, and
2. The Contractor shall comply with the requirements of the Contract as amended, unless AHCCCS and the Contractor otherwise stipulate in writing.

Background: Arizona Health Care Cost Containment System (AHCCCS) administers the State of Arizona’s public behavioral health system and programs to deliver behavioral health services to eligible populations, including individuals with an SMI designation.

Accordingly, AHCCCS has been statutorily mandated to establish an SMI Eligibility Determination process to identify whether an individual meets the statutory definition of “Seriously Mentally Ill,” A.R.S. § 36-3408 and A.R.S. § 36-550.06.

A critical component of the AHCCCS service delivery system is the effective and efficient identification of individuals who have special behavioral health service needs due to significant functional impairments resulting from a behavioral health disorder. One such population is individuals designated as having an SMI. Without receipt of appropriate care, these individuals are at a high risk for further deterioration of their physical and mental condition, increased hospitalizations and potential homelessness and incarceration.

AHCCCS has developed a standardized process and criteria for SMI Eligibility Determination to ensure that individuals designated SMI are promptly identified and enrolled for services. SMI Eligibility Determination criteria is applied to the information obtained through an SMI Assessment, the assessor’s evaluation of whether the individual meets the SMI Eligibility Determination criteria, and all relevant treatment records necessary for the Contractor to make a final determination of SMI eligibility. The Contractor is responsible for rendering the final SMI Eligibility Determination, any applicable grievance and appeal requirements, and all administrative responsibilities related thereto.

2. SCOPE OF SERVICES

The Contractor is responsible for, and shall comply with and perform, all applicable responsibilities and duties regarding SMI Eligibility Determinations set forth in the Arizona Administrative Code, Title 9, Chapter 21, Article 3, specifically A.A.C. R9-21-303, except as directed otherwise by AHCCCS via written policy/protocol, and/or to the extent that a rule by its express language does not apply to the SMI Eligibility Determination.

The Contractor shall receive completed SMI Assessments and SMI Clinical Decertification requests and conduct SMI Eligibility Determinations/Clinical Decertifications in accordance with AHCCCS Medical Policy Manual (AMPM) Policy 320-P, all applicable State laws, and the requirements in this Contract. The Contractor is not responsible for service provision. AHCCCS does not prescribe a specific Comprehensive Assessment Tool. The Contractor shall accept comprehensive Assessments, which include the minimum content areas identified in A.A.C. R9-21-305(C). The Contractor shall have a process for receiving SMI Assessments both electronically and manually (e.g., paper/fax).

The Contractor shall use the criteria established in the Diagnostic and Statistical Manual of Mental Disorders and associated International Statistical Classification of Diseases and Related Health Problems (ICD).

The Contractor shall develop and implement grievance and appeal processes, which comply with AHCCCS policies, all applicable State and Federal laws, and the requirements in this Contract.

The Contractor shall:

1. Render SMI Eligibility Determinations within the timeframes and process specified in AMPM Policy 320-P,
2. Review SMI Clinical Decertification requests and render an SMI Eligibility Determination as specified in AMPM Policy 320-P,
3. Communicate the results of the SMI Eligibility Determination to the parties required by this Contract,
4. Comply with the requirements of all applicable AHCCCS guidelines, policies, and manuals,
5. Provide training and education to relevant stakeholders and/or interested parties regarding the SMI Eligibility Determination process, and
6. Provide general education and training to interested stakeholders and members of the community, to improve awareness of, and access to, the SMI Eligibility Determination process; the Contractor shall document and report on community education and training as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

The Contractor shall conduct SMI Eligibility Determinations upon receiving an SMI Eligibility Determination Evaluation Packet (evaluation packet) from any of the following entities, for the populations listed below regardless of Title XIX eligibility:

1. AHCCCS Managed Care Organization (MCO) contracted providers,
2. American Indian Health Program providers for applicable fee for service members,
3. Tribal Regional Behavioral Health Authorities (TRBHAs),

4. Tribal ALTCS,
5. Indian Health Service facilities,
6. Tribally owned or operated 638 facilities,
7. Arizona Department of Corrections (ADC), and
8. Arizona Department of Juvenile Corrections (ADJC).

Population:

1. Individuals 18 or older who request or consent to an SMI Eligibility Determination,
2. Individuals 17 and six months who are currently receiving behavioral health services in preparation for behavioral health services as an adult,
3. Individuals currently designated as SMI who are receiving behavioral health services, or an AHCCCS MCO contracted provider or legal guardian, who request a review of the SMI Eligibility Determination,
4. Individuals ordered to undergo an SMI Eligibility Determination by or through a Superior Court in Arizona, and
5. Individuals ordered to undergo an SMI Eligibility Determination by a Tribal Court when that order has been recognized pursuant to A.R.S. § 12-136.

SMI Eligibility Determinations for Tribal Members: AHCCCS has entered into Intergovernmental Agreements (IGAs) with Tribal Regional Behavioral Health Authorities (TRBHAs) and Tribal ALTCS. TRBHAs and Tribal ALTCS may utilize the SMI Eligibility Contractor to render SMI Eligibility Determinations on their behalf or may coordinate for the provision of the SMI Eligibility Determination themselves.

The SMI Eligibility Contractor shall work with the AHCCCS/Division of Fee for Service Management (DFSM) to understand the unique tribal delivery system and identify the options that each TRBHA and Tribal ALTCS program has selected for the SMI Eligibility Determination process.

3. QUALITY MANAGEMENT (QM)

The Contractor shall establish and implement a quality management program, plan, and processes designed to monitor and ensure Contractor's timely and accurate SMI Eligibility Determinations.

The Contractor shall submit to AHCCCS, a Quality Management and Performance Improvement Plan that includes a narrative overview, evaluation of the previous year's plan, and scope/goals for the upcoming year as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

The Contractor shall include in the Quality Management and Performance Improvement Plan the following:

1. Mechanisms to solicit and utilize feedback and recommendations from key stakeholders to improve services under the scope of work of this Contract. The data and feedback from all stakeholders shall be analyzed and evaluated to determine any trends related to the quality of service in the Contractor's scope of work,

2. Inter-rater reliability training, testing, and monitoring of the staff making SMI Eligibility Determinations,
3. A process to ensure consistent application of review criteria for SMI clinical eligibility criteria and appropriateness of SMI eligibility determinations/decertifications. , Ensure that all staff involved in these processes receive inter-rater reliability training within 30 days of hire and annually thereafter. Inter-rater reliability testing of all staff involved in SMI Eligibility Determination processes shall be done within 90 days of hire and at least annually. A Corrective Action Plan (CAP) shall be completed for staff that does not meet the Contractor's minimum test scores and AHCCCS' minimum performance standard of 90 percent,
4. Use of information and data acquired through grievance and appeal processes to improve processes and education materials for applicants and referral sources under the scope of work of this Contract. The Contractor shall develop and implement policies and procedures to review, evaluate and refer any quality and system concerns raised by individuals and stakeholders during the grievance and appeal process to AHCCCS/DHCM, Quality Management. The issues may be received from anywhere within the organization or externally from anywhere in the community. All issues shall be addressed regardless of source (external or internal), and
5. A process to disseminate key performance indicators to AHCCCS and key stakeholders.

Contractor performance may be publicly reported on the AHCCCS website.

The Contractor shall ensure that the Contractor's Chief Medical Officer oversees the Quality Management program, plan, and processes.

4. CULTURAL COMPETENCY

The Contractor shall ensure that applicants are provided SMI Eligibility Determinations without regard to race, color, national origin, sex, sexual orientation, gender identity, age or disability and will not use any policy or practice that has the effect of discriminating on the basis of race, color, or national origin, sex, sexual orientation, gender identity, age, or disability [45 CFR Part 92].

The Contractor shall be knowledgeable of the historical, cultural, social, economic, political, and other events that affect the behavioral health of the diverse populations served under this Contract. The Contractor shall consider during the SMI Eligibility Determination process how culture, faith, spiritual beliefs, gender identity, sexual orientation, alternative medicine, traditional healers, and language impacts behavioral health.

The Contractor shall ensure the SMI Eligibility Determination process is conducted in a culturally competent manner to all individuals, including those with Limited English Proficiency (LEP) and diverse cultural and ethnic backgrounds, disabilities, regardless of gender, sexual orientation, or gender identity. The Contractor shall implement a program in line with best practices including the Culturally and Linguistically Appropriate Services (CLAS) mandates, and guidelines and recommendations.

The Contractor shall ensure that staff, particularly staff who have direct contact with applicants, are sufficiently trained to provide services in a culturally competent manner to individuals. Additionally, the Contractor shall ensure all staff receives Cultural Competency training during new employee orientation and annually thereafter. Refer to Section D, Paragraph 11, Staffing Requirements and Section F, Attachment F1, Contractor Chart of Deliverables.

5. COMMUNICATION GUIDELINES

The Contractor shall comply with Federal regulations in 45 CFR Part 92 implementing Section 1557 of the Affordable Care Act which prohibits discrimination on the basis of race, color, national origin, sex, age, or disability in health programs and activities receiving Federal funds.

The Contractor shall comply with specific posting requirements for nondiscrimination notices that include required taglines. The nondiscrimination notices shall be posted in the covered entity's significant publications and significant communications, on its website, and in conspicuous physical locations where the covered entity interacts with the public as delineated in 45 CFR 92.8.

All informational materials prepared by the Contractor and any applicant-directed forms or communications, shall be submitted to AHCCCS for approval prior to distribution or posting to the Contractor's website. Regular notices including, but not limited to, decision letters and grievance and appeal notices shall be approved prior to contract implementation and thereafter as changes or modifications occur. All applicant-directed forms or communications shall include national and county Crisis Hotline contact information. Refer to Section F, Attachment F1, Contractor Chart of Deliverables.

The Contractor shall:

1. Be accessible by phone during normal business hours, with a local and a toll-free number,
2. Develop and maintain a public website targeted towards the community and providers, which offers information regarding the SMI Eligibility Determination process. The Contractor's website shall include, at a minimum, the following:
 - a. Information regarding how to seek an evaluation for SMI services,
 - b. Information needed to complete an SMI Eligibility Determination,
 - c. The criteria used to make an SMI Eligibility Determination,
 - d. An overview of the SMI evaluation and SMI Eligibility Determination process, including appeal rights, information regarding disenrollment/SMI Decertification,
 - e. Policies and Procedures. Refer to Section D, Paragraph 9, Administrative Requirements, and
 - f. Relevant contact information.
3. Use easily understood language and formats in any written materials provided. Regardless of the format chosen by the Contractor, applicant-directed information shall be printed in a type, style, and size, which can easily be read by individuals with varying degrees of visual impairment,
4. Use alternative communication formats when indicated, and notify individuals that such formats are available and provide information on how to access them,

5. Offer and make individuals aware that interpretation or language translation services are available to individuals who do not speak or understand English and provide interpretation assistance for the visual or hearing impaired, free of charge,
6. Provide technical assistance to ensure the appropriate and comprehensive submission of SMI Assessments from providers, AHCCCS Managed Care Organizations, TRBHAs, Tribal ALTCS, and other system stakeholders, as applicable, to improve the SMI Eligibility Determination system; the Contractor shall meet with the TRBHAs and Tribal ALTCS programs to ensure the SMI Eligibility Determination process accounts for tribal perspectives and sensitivity,
7. Provide general education and training to interested stakeholders and members of the community, to improve awareness of, and access to, the SMI Eligibility Determination process,
8. Provide notice to applicants regarding the outcome of the SMI Eligibility Determination,
9. Communicate the outcome of the SMI Eligibility Determination to the referring provider and AHCCCS as outlined in Section D, Paragraph 7, Data Exchange and Data Collection Requirements, and
10. The Contractor shall participate in meetings with AHCCCS for purposes of assessing Contractor compliance, provide appropriate staff for attendance, and participate in meetings and events scheduled by AHCCCS.

6. INFORMATION SYSTEMS

Contractor Responsibilities: The Contractor shall maintain an Information System which, at a minimum, is capable of receiving, storing, transmitting, and reporting on client level assessment and grievance and appeal information and abide by the data transmission formats, rules and standards detailed in the AHCCCS Technical Interface Guidelines (TIG). The Contractor shall comply with all data submission standards including correction and resubmission as required by AHCCCS and accept AHCCCS' rejection of data submissions that do not comply with these standards.

The Contractor shall submit exchanged data information in accordance with all procedures, policies, rules, regulations, or statutes in effect during the term of this Contract.

The Contractor is expected to collaborate with AHCCCS and a qualifying Health Information Exchange (HIE) Organization to target efforts to specific areas where Health Information Technology (HIT) and HIE can bring significant change and progress as identified.

System Changes and System Upgrades: The costs of software changes are included in administrative costs paid to the Contractor. There is no separate payment for software changes. An AHCCCS systems contact will be assigned after Contract award. The Contractor shall ensure that planned changes or major upgrades to the information system are submitted to AHCCCS.

The Contractor shall notify AHCCCS and provide a System Change Plan to AHCCCS for review and comment prior to implementation of a system change, as specified in Section F, Attachment F1, Contractor Chart of Deliverables. The System Change Plan shall include a timeline and milestones and shall outline adequate testing to be completed before implementation.

The Contractor shall make all components of its Information System available for review or audit upon request by AHCCCS.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor shall comply with the Administrative Simplification requirements of 45 CFR Parts 160 and 162 that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

7. DATA EXCHANGE AND DATA COLLECTION REQUIREMENTS

Certain agreements, authorizations, and control documents are required to be in place before the Contractor may exchange data with AHCCCS. With the completion of required documents as outlined by AHCCCS in the Technical Interface Guidelines (TIG), the Contractor will be provided with appropriate access to facilitate the exchange of data from and to AHCCCS.

The Contractor is responsible for any incorrect data or delayed submission. Any data that does not meet the standards required by AHCCCS shall not be accepted by AHCCCS.

The Contractor shall coordinate and cooperate with AHCCCS by establishing and implementing systems or processes for communication, consultation, data sharing, and exchange of information.

Contractor's Web-Based Application: The Contractor shall develop, utilize, and maintain an easy to access web-based application for Contractor and provider use for submittal of evaluation packet information. The Contractor's web-based application and related processes shall capture, at a minimum, those data elements outlined in the AHCCCS TIG for the AHCCCS-administered SMI Web Portal as well as elements needed by the Contractor in order for the Contractor to make an informed SMI Eligibility Determination decision. For evaluation, packet minimal requirements refer to Section D, Paragraph 12, SMI Eligibility Determination Record(s), Supporting Documentation and SMI Eligibility Determination Report.

AHCCCS SMI Web Portal: Within one business day of receipt of a referral request of an SMI Eligibility Determination, the Contractor shall capture and report to AHCCCS via the AHCCCS SMI Web Portal, referral request information as outlined in the AHCCCS TIG. Upon successful submission of the information required above, AHCCCS will supply the Contractor with a unique record ID for each referral. This unique record ID will remain open until the Contractor finalizes the SMI Eligibility Determination process for that referral and it is to be referred to when completing the requirements.

The Contractor shall regularly review and remediate all open but not finalized records submitted to the AHCCCS SMI Web Portal, available in the Reports section of the Portal. Upon completion of the SMI Eligibility Determination process for each case, and in accordance with the timeliness requirements as applicable to Arizona Revised Statutes, or the Arizona Administrative Code, the Contractor shall:

1. Supply SMI Eligibility Determination documentation as outlined in the AHCCCS TIG to AHCCCS via a secured FTP server,
2. Input the final decision related to each case via the approved AHCCCS SMI Web Portal, and
3. Make best efforts to verify the accuracy of all eligibility and enrollment information with the provider who completed the Assessment and/or applicable AHCCCS MCO to resolve any enrollment issues. In instances where an AHCCCS ID is not found for individuals undergoing SMI Eligibility Determination, the Contractor shall outreach the applicable AHCCCS MCO to ensure member eligibility records are created.

Notifications: Upon completion of an SMI Eligibility Determination, the Contractor shall also provide notification of the SMI Eligibility Determination result to the provider who completed the SMI Assessment, through an agreed upon medium. For AIHP members, the Contractor shall also provide notification to AHCCCS, DFSM. For Tribal ALTCS members, the Contractor shall also provide notification to the individual's Tribal ALTCS Case Manager.

The notification shall include:

1. Applicant/Individual Name,
2. Applicant/Individual Date of Birth,
3. Type of Case: Determination vs. Decertification,
4. Reason for SMI Eligibility Determination Denial (if applicable),
5. SMI Eligibility Determination Decision, and
6. SMI Eligibility Determination/Review Decision Date.

The Contractor shall develop and maintain systematic processes that rely on data collected from areas such as: case file reviews, utilization data and grievance and appeal data in order to identify providers who require training or technical assistance in completion of the SMI Assessment and submit to AHCCCS Provider Submission Error Reports to inform AHCCCS of these findings, as specified in Section F, Attachment F1, Contractor Chart of Deliverables and as deemed appropriate by the Contractor.

8. GRIEVANCE AND APPEAL REQUIREMENTS

For all individuals referred for an SMI Eligibility Determination, the Contractor shall implement and administer grievances and appeals. This includes processes for the following:

1. Provision of required notice to individuals utilizing the SMI Eligibility Determination process,
2. Grievance resolution, and
3. SMI Eligibility Determination appeals.

The Contractor shall comply with all applicable requirements in Federal and State laws and regulations, the AHCCCS Contractor Operations Manual (ACOM), the AHCCCS Medical Policy Manual (AMPM), and the requirements of this Contract.

The Contractor shall administer all grievance and appeal processes competently, expeditiously, and equitably for all applicants to ensure that grievances and appeals are effectively and efficiently adjudicated and/or resolved.

The Contractor shall continuously review grievance and appeal data to identify trends and opportunities for system improvement, take action to correct identified deficiencies, and otherwise implement modifications that improve the SMI Eligibility Determination and grievance and appeal processes. The Contractor shall provide AHCCCS with any grievance and appeal information, report, or document within the time specified by the AHCCCS request.

The Contractor shall fully cooperate with AHCCCS in the event it decides to intervene in, participate in, audit, or review any notice, grievance, or SMI Eligibility Determination appeal and shall comply with or implement any AHCCCS directive within the time specified pending formal resolution of the issue.

The Contractor shall designate a qualified staff person who will collaborate with AHCCCS to address grievance and appeal related concerns.

The Contractor shall not delegate the administration or performance of the notice or grievance and appeal processes.

The Contractor shall notify AHCCCS of any decision or subsequent appeal of a decision within prescribed timeframes.

Grievances: The Contractor shall develop and maintain a grievance process easily accessible to applicants, AHCCCS Managed Care Organizations, providers, and other stakeholders, in a manner that offers appellants an opportunity to present a grievance in person at a convenient time and location for the individual, and provide the privacy required by law, and that complies with all requirements stated herein.

The Contractor shall respond to and resolve grievances in a courteous, responsive, effective, and timely manner. The Contractor shall maintain grievance records that include the following:

1. Description of the grievance,
2. Efforts taken to resolve the grievance, and
3. The resolution of the grievance.

The Contractor shall provide a Grievance Report including all grievances and a brief description sufficient to describe the nature of the grievance, and submit responses to the resolution of grievances, as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

The Contractor shall not engage in conduct to prohibit, discourage, or interfere with the right to assert a grievance or appeal.

Appeals: The Contractor shall implement the SMI eligibility appeals process in a manner that offers appellants an opportunity to present an appeal in person at a convenient time and location for the applicant, and provide the privacy required by law, and that complies with all requirements in A.A.C. R9-21-401, and ACOM Policy 444.

The Contractor shall maintain an appeals database, approved by AHCCCS, and shall submit initial and updated entries into it within three business days of an event requiring entry.

The Contractor is responsible for, and shall comply with and perform, all applicable responsibilities and duties regarding SMI Eligibility Determinations set forth in the Arizona Administrative Code, Title 9, Chapter 21, Article 3, specifically A.A.C. R9-21-303, except as directed otherwise by AHCCCS via written policy/protocol, and/or to the extent that a rule by its express language does not apply to the SMI Eligibility Determination process.

9. ADMINISTRATIVE REQUIREMENTS

Policies and Procedures: The Contractor shall develop and maintain policies and procedures in accordance with the Contractor's business practices which:

1. Comply with AHCCCS requirements,
2. Are written in a consistent and understandable format for each functional area,
3. Are reviewed and revised when necessary to reflect current practices,
4. Are dated and signed by the appropriate Contractor's Key Staff, and
5. Are made publicly available on the Contractor's website (excluding internal policies regarding the Contractor's business operations).

The Contractor shall develop written protocols for the implementation of all requirements under this Contract. The Contractor shall also develop policies and procedures to ensure the following requirements are implemented. These include, but are not limited to, the following:

1. Submission of evaluation packet information and SMI Clinical Decertification requests to the Contractor by referring providers,
2. The SMI Eligibility Determination process is performed in accordance with A.A.C. R9-21-303 and AMPM Policy 320-P,
3. Collaboration protocols and procedures between the Contractor and referring providers, TRBHAs, Tribal ALTCS, AHCCCS Managed Care Organizations, and other system stakeholders,
4. Evidence based clinical guidelines, including but not limited to, criteria for SMI Eligibility Determinations, SMI Clinical Decertification, and inter-rater reliability testing,
5. Communication protocols to ensure all applicants, referring providers, AHCCCS Managed Care Organizations, TRBHAs, Tribal ALTCS, and AHCCCS are notified once an SMI Eligibility Determination has been rendered,
6. Appeal and Notice requirements for SMI eligibility, including grievances and appeals reporting to AHCCCS, and
7. Administrative policies and procedures, including but not limited to:
 - a. IT Systems, fraud, waste, and abuse reporting,
 - b. Submission of Contract deliverables,
 - c. Continuity of business operations,
 - d. Personnel standards/requirements,
 - e. Confidentiality,
 - f. Record requirements,
 - g. Release of information, and
 - h. Consent practices.

The Contractor shall submit Contractor processes, plans, and/or policies, and any changes to these documents as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

Subcontracts: The Contractor may delegate responsibility for services and related activities under this Contract, subject to the limitations outlined in this section, but remain ultimately responsible for compliance with the terms of this Contract. The Contractor shall oversee and is accountable for any functions and responsibilities that it delegates to any subcontractor.

Subcontracts or delegated agreements with another entity for the purpose of conducting or rendering SMI Eligibility Determinations are prohibited. Additionally, the Contractor shall not delegate the administration or performance of the notice or grievance and appeal processes. Contracting with qualified clinicians who meet the requirements, set forth within this Contract, in order to complete SMI Eligibility Determinations, is permitted.

Subcontracts entered into by the Contractor require prior review and written approval by AHCCCS and shall incorporate by reference the applicable Terms and Conditions of this Contract (See also Section E, Terms and Conditions, Paragraph 5, Subcontracts). Proposed subcontracts shall be submitted as specified in Section F, Attachment F1, Contractor Chart of Deliverables. The Contractor's Administrator/CEO shall retain the authority to direct and prioritize any delegated Contract requirements.

Before entering into a subcontract, which delegates duties or responsibilities to a subcontractor, the Contractor shall evaluate the prospective subcontractor's ability to perform the activities to be delegated. If the Contractor delegates duties or responsibilities then the Contractor shall establish a written agreement that specifies the activities and reporting responsibilities delegated to the subcontractor. The written agreement shall also provide for revoking the subcontract or imposing other sanctions if the subcontractor's performance is inadequate.

In order to determine adequate performance, the Contractor shall monitor the subcontractor's performance on an ongoing basis and subject it to formal review at least annually or more frequently if instructed by AHCCCS. As a result of the performance review, any deficiencies shall be communicated by the Contractor, to the subcontractor in order to establish a CAP. The results of the performance review and the CAP shall be communicated to AHCCCS upon completion. Additionally, if at any time during the period of the subcontract, the subcontractor is found to be in non-compliance, the Contractor shall notify AHCCCS, see, Attachment F1, Contractor Chart of Deliverables.

The Contractor shall submit an annual Subcontractor Evaluation Report as specified Section F, Attachment F1, Contractor Chart of Deliverables. The Subcontractor Evaluation Report shall include the following:

1. Subcontractor name,
2. Delegated duties and responsibilities,
3. Most recent formal review date of the duties, responsibilities, and financial position of the subcontractor,
4. A comprehensive summary of the evaluation of the performance (operational and financial) of the Subcontractor, including the type of audit performed. The full report shall be made available upon request from AHCCCS.
5. Next scheduled formal review date,
6. All identified areas of deficiency, and

7. CAP Information:
 - a. For each deficiency, whether a CAP was issued, and
 - b. A summary of the current status of the CAP.

10. AHCCCS GUIDELINES, POLICIES AND MANUALS

AHCCCS guidelines, policies, and manuals are available on the AHCCCS website. The Contractor is responsible for complying with all requirements set forth in these sources, as applicable, as well as with any updates. The Contractor is responsible for ensuring that its impacted subcontractors are notified when modifications are made to the AHCCCS guidelines, policies, and manuals. Upon adoption by AHCCCS, updates will be available on the AHCCCS website.

11. STAFFING REQUIREMENTS

Organizational Structure: The Contractor shall operate as a single entity responsible for rendering SMI Eligibility Determination decisions and grievance and appeals for SMI eligibility decisions.

During the Term of Contract for this Contract #YH18-0017, including any extensions thereof, the Contractor is prohibited from submitting a proposal or holding a direct contract with AHCCCS for any of the following Request for Proposals (RFPs)/Contracts/IGAs:

1. Arizona Long Term Care Services – E/PD (Contract #YH18-0001),
2. Regional Behavioral Health Authority (Contract #YH17-0001),
3. AHCCCS Complete Care (Contract #YH19-0001),
4. TRBHA (IGA #YH16-0026/BH16-0020, IGA #BH16-0021, IGA #BH16-0022, IGA #BH16-0023, IGA #BH16-0071), and
5. Tribal ALTCS (IGA # YH13-0004, IGA #YH18-0026)

The Contractor shall obtain prior approval from AHCCCS for a change in organizational structure as specified in Section E, Terms and Conditions.

The Contractor shall have organizational, management, staffing and administrative systems capable of meeting all Contract requirements with clearly defined lines of responsibility, authority, communication, and coordination within, between and among Contractor's departments, units, or functional areas of operation.

Key Staff: The Contractor shall employ, at a minimum, the following Key Staff who will work for the Contractor and ensure that all obligations set forth within this Contract are met:

1. Medical Director/Chief Medical Officer (CMO) who:
 - a. Resides in Arizona,
 - b. Is an Arizona-licensed physician, in good standing, board-certified in psychiatry,
 - c. Manages, and shall directly oversee, implement, interpret, and approve clinical-medical policies and procedures,

- d. Is responsible for and oversees the SMI Eligibility Determination functions, including management of the clinical, quality management and medical management components of the program, and
 - e. Attends AHCCCS Medical Director meetings, as directed by AHCCCS.
2. Grievance and Appeal Administrator, who is a full-time employee and:
 - a. Resides in Arizona,
 - b. Is a licensed attorney or who has a juris doctor degree from an accredited institution, and
 - c. Manages, oversees, implements, and administers all grievance and appeal processes and requirements.
 3. Program Director, who is a full-time employee and:
 - a. Resides in Arizona,
 - b. Reports to the Contractor's Executive Management, and
 - c. Is responsible for implementing and coordinating all operations and activities covered under this Contract.
 4. Tribal Liaison, who is a full-time employee and:
 - a. Resides in Arizona,
 - b. Acts as the liaison with Tribal Nations, Indian Health Services (IHS), and 638 facilities serving the tribes,
 - c. Acts as the single point of contact regarding issues concerning American Indians,
 - d. Is responsible for coordination of all operations and implementation involving the Tribes, TRBHA's, Tribal ALTCS programs, IHS and 638 facilities, and
 - e. Shall work with the tribal clinical team or referring entity if a denial is expected to first determine if any factors or cultural considerations were not taken into account in the process.
 5. Psychiatrist(s) as defined in A.R.S. § 36-501, Psychologist(s) as defined in A.R.S. § 32-2061, and registered nurse practitioner(s) licensed as adult psychiatric and mental health nurse(s) who are responsible for rendering SMI Eligibility Determination decisions. These employees are not required to be full-time positions; however, the Contractor shall evaluate ongoing needs in order to meet SMI Eligibility Determination decision timelines and requirements.

The Contractor shall provide adequate experienced personnel, capable of and devoted to, the successful accomplishment of work to be performed under this Contract. The Contractor shall agree to assign specific individuals to the Key Staff positions outlined above.

The Contractor shall have sufficient personnel in order to ensure the successful implementation and ongoing service delivery as required under this Contract. If Key Staff are not available for work under this Contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, as specified in Section F, Attachment F1, Contractor Chart of Deliverables and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.

AHCCCS has the discretion to review all submitted Key Staff positions and reserves the right to direct Contractor actions regarding staffing decisions it deems are in the best interest of the State. AHCCCS will not permit any Contractor staff to hold positions that may present a conflict of interest.

The Contractor shall inform AHCCCS in writing, within seven days after the date of a change in Key Staff, including hire, resignation, termination or when any of the following contact information for an individual holding a Key Staff position changes, as specified in Section F, Attachment F1, Contractor Chart of Deliverables. Notification shall include the following:

1. Individual's name,
2. Individual's title,
3. Individual's telephone number,
4. Individual's email address,
5. Individual's location,
6. Resume,
7. The effective date of the vacancy or absence,
8. The effective date the newly hired individual will start in the position,
9. Documentation confirming applicable Key Staff functions are filled by individuals who are in good standing (for example, a printout from the Arizona Medical Board webpage showing the CMO's active license), and
10. Name and contact information of interim individual that will be performing the duties of the Key Staff position

Upon request by AHCCCS, the Contractor shall submit a written plan for filling a Key Staff position.

The Contractor shall maintain a personnel organizational chart that identifies Key Staff, including the individual's name, title, and location, as well as the organization's reporting structure. The organizational chart shall be submitted as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

The Contractor shall develop job descriptions in a consistent format for each of the Contractor's functional areas and hire additional staff members to correct non-compliance with the requirements of this Contract, as necessary.

Personnel Licensing and Verification Requirements: The Contractor shall:

1. Verify that all psychiatrists, psychologists, and registered nurse practitioners conducting SMI Eligibility Determinations are currently licensed pursuant to A.R.S. Title 32, Chapter 13, Chapter 19.1, or Chapter 15,
2. Maintain appropriate confidential files, which include evidence of current licenses, certifications, education, training, work history, background and peer review for all professionals providing services under this Contract,
3. Require all staff members, whether employed or under Contract, to have the training, education, experience, orientation, and license, as applicable to perform assigned job duties, and

4. Ensure practices align with requirements outlined in Section D, Paragraph 15, Corporate Compliance.

Competency/Training Requirements: The Contractor shall develop a training program for those staff members who are responsible for rendering SMI Eligibility Determination decisions and administering related grievance and appeal requirements. The training program shall consist of the following components:

1. Initial – Basic Skills Training – Curriculum. The Initial/Basic Skills Training Curriculum contains the information and skills that staff who are new to their positions require in order to satisfy the standard described above,
2. Ongoing – Refresher and Advanced Skills Training Curriculum. The Ongoing/Refresher/Advanced Skills Training Curriculum contains the information and skills that in-service staff need to maintain the proficiency required to satisfy the standard described above,
3. Both Initial and Ongoing Training Curricula shall include instructional materials for trainers (lesson plans), reference workbooks for trainees, competency tests for evaluating pre-training and post-training knowledge and skill proficiency and supervisory coaching guides for on-the-job staff appraisal and development, and
4. All staff who facilitate appeal conferences shall have training in mediation, conflict resolution and/or problem solving techniques.

The Contractor shall include cultural competency training applicable to each training topic to ensure the SMI Eligibility Determination process is culturally sensitive and culturally relevant and work collaboratively with AHCCCS to deliver training as a result of AHCCCS identified Contractor issues or other identified needs. A description of the Contractor's training and cultural competency program and attestation of staff completion is required as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

12. SMI ELIGIBILITY DETERMINATION RECORD(S), SUPPORTING DOCUMENTATION, AND SMI ELIGIBILITY DETERMINATION REPORT

SMI Eligibility Determination Record(s) and Supporting Documentation: The Contractor shall establish and implement policies and procedures consistent with the confidentiality requirements in 42 CFR 431.300 et. seq., 45 CFR parts 160 and 164, 42 CFR part 2, and A.R.S. § 36-509, for records and any other protected health information covered under the Health Insurance Portability and Accountability Act (HIPAA). The Contractor shall safeguard confidential information in accordance with Federal and State laws and regulations and comply with the records maintenance and privacy requirements consistent with 42 CFR 431.300 et. seq., 45 CFR parts 160 and 164, 42 CFR part 2, and A.R.S. § 36-509 for all consents.

The Contractor shall develop business associate agreements in accordance with State and Federal laws to facilitate efficient transfer of records, to obtain or verify appropriate consents or releases, as necessary, and maintain copies, for AHCCCS review, of all consent and authorization documents obtained for purposes of rendering an SMI Eligibility Determination, including information received without written consent or authorization.

The Contractor shall maintain organized, legible, signed, and dated records for each SMI Eligibility Determination that:

1. Contains all information and records considered, reviewed, and used in rendering the SMI eligibility determination,
2. Contains the basis for making an SMI eligibility determination and which are written in a detailed and comprehensive manner,
3. Conforms to good professional practice, and
4. Permits effective professional review and audit processes.

SMI Eligibility Determination Evaluation Packets: At a minimum, the Contractor is required to obtain the following documentation in the evaluation packets:

1. AMPM Policy 320-P, Attachment A, Serious Mental Illness Determination Form,
2. Consent Form(s),
3. Comprehensive Assessment,
4. Waiver to extend three day SMI Eligibility Determination timeframe, as applicable,
5. Additional records available for consideration, and
6. Signed Release(s), if appropriate.

SMI Eligibility Determination Report: The Contractor shall submit, as specified in Section F, Attachment F1, Contractor Chart of Deliverables, an SMI eligibility determination report, utilizing the SMI eligibility determination report template held by the AHCCCS/DHCM, Operations and Compliance Officer (OCO). The SMI eligibility determination report shall include monthly data by each AHCCCS Managed Care Organization, Tribal ALTCS, and TRBHA and from a combined statewide perspective. Additionally, the SMI eligibility determination report shall include a summary and analysis of notable trends and the following data elements:

SMI Eligibility Determination Evaluation Packets

1. Total number of evaluation packets received by Title XIX/XXI and Non-Title XIX/XXI status and determination outcome (i.e. SMI/Non-SMI),
2. Number of evaluation packets received for individuals undergoing Court Ordered Evaluation (COE),
3. Applicant evaluation packet submission method (i.e. electronic, fax, mail, hand delivered),
4. Total number of evaluation packets by waiver status - requested by applicant (3/20/90 day)
5. Percentage of SMI Eligibility Determinations compliant with timeliness standards per (3/20/90) day timeframes,
6. Total number of SMI Eligibility Determinations non-compliant with timeliness standards per (3/20/90) day timeframes, and
7. Percentage and total number of applicants determined SMI/not determined SMI.

SMI Eligibility Determination Appeals

1. Total number of appeals received,
2. Of appeals received, the number and percentage of informal conferences held/informal conferences where the applicant failed to appear,
3. Informal conference outcomes – percentage and total number (applicant withdrew appeal, overturned SMI Eligibility Determination, extended Determination for records etc.),

4. Appeal decisions (upheld, overturned, withdrawn, dismissed (by reason for dismissal), pending to EEP),
5. Percentage and total number of applicants determined SMI/not determined SMI at conclusion of appeal process,
6. Number of fair hearings scheduled, and
7. Fair hearings outcomes.

Clinical Decertifications

1. Number of Clinical Decertifications requested, and
2. Number of Clinical Decertifications granted.

13. CONTINUITY OF OPERATIONS AND RECOVERY

In order to provide services, the Contractor shall be able to recover from any disruption in business operations as quickly as possible. This recovery can be accomplished by the development of a Continuity of Operations and Recovery Plan that contains strategies for recovery. The Continuity of Operations and Recovery Plan is part of the Federal Government's Continuity of Operations Programs (COOP) requirements.

The Contractor shall develop, maintain, and annually test a Continuity of Operations and Recovery Plan to manage unexpected events and the threat of such occurrences, which may negatively and significantly impact business operations and the ability to deliver services to individuals.

All staff shall be adequately trained at least annually, understand their respective roles, and be familiar with the Continuity of Operations and Recovery Plan.

The Contractor shall specify in the Plan, at a minimum, strategies to address:

1. Loss of power or telephonic failure or the loss of communication with providers that send referrals for SMI Eligibility Determinations,
2. Complete loss of the use of the Contractor's main site, and any satellite offices in and out of State,
3. Loss of primary electronic information systems, including computer systems and records,
4. Strategies to communicate with referral sources and AHCCCS in the event of a business disruption,
5. Specific timelines for resumption of services provided pursuant to this Contract. The timelines shall note the percentage of recovered sections along the timelines and key actions required to meet those timelines,
6. Extreme weather conditions, and
7. Periodic testing and training (at least annually) that assures tasks associated with this Contract are being completed within the required timeframes.

The Contractor shall designate a staff person as Continuity of Operations and Recovery Coordinator and furnish AHCCCS with contact information as part of the Plan.

If applicable, the Contractor shall require subcontractors to develop and maintain a Continuity of Operations and Recovery Plan.

The Continuity of Operations and Recovery Plan shall be updated annually and submitted to AHCCCS as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

14. LEGISLATIVE, LEGAL, AND REGULATORY ISSUES

AHCCCS shall:

1. Notify the Contractor of any program changes due to new or changing Federal or State requirements, and
2. Amend the Contract to reflect these changes in future Contract amendments, as applicable.

The Contractor shall:

1. Immediately comply with program changes based on Federal or State requirements that are current, pending or which may be enacted,
2. Immediately comply with legislative changes, directives, regulatory changes or court orders related to any term in this Contract,
3. Comply with requirements as directed by AHCCCS contained in the Stipulation for Providing Community Services and terminating the Litigation, entered on January 8, 2014, in *Arnold v. Sarn*, Maricopa County Superior Court, No. C-432355, and
4. Comply with Superior Court Administrative Order, Procedures to Share Identifying Information for Individuals with SMI.

Administrative Simplification: Arizona Laws 2015, Chapter 19, Section 9 (SB 1480) enacts that from and after June 30, 2016, the provision of behavioral health services under the Division of Behavioral Health Services (DBHS) in the Arizona Department of Health Services (ADHS) is transferred to and shall be administered by the Arizona Health Care Cost Containment System (AHCCCS). From and after June 30, 2016, the AHCCCS administration succeeds to the authority, powers, duties, and responsibilities of DBHS with the exception of the Arizona State Hospital (ASH). This act does not alter the effect of any actions or impair the valid obligations of DBHS taken before July 1, 2016. Administrative rules and orders that were adopted by DBHS continue in effect until superseded by administrative action by AHCCCS. Until administrative action is taken by AHCCCS, any reference to DBHS in rules and orders is considered to refer to AHCCCS rather than ADHS except for any reference to the ASH. All administrative matters, contracts, and judicial and quasi-judicial actions, whether completed, pending or in process, of DBHS on July 1, 2016, are transferred to and retain the same status with AHCCCS.

15. CORPORATE COMPLIANCE

Authority: The AHCCCS Office of Inspector General (AHCCCS-OIG) is the division of AHCCCS that has the authority to conduct preliminary and full investigations relating to fraud, waste, and abuse involving the programs administered by AHCCCS.

Pursuant to 42 CFR 455, Subpart A, and an Intergovernmental Agreement with the Arizona Attorney General's Office, AHCCCS-OIG refers cases of suspected Medicaid fraud to the State Medicaid Fraud Control Unit for appropriate legal action. AHCCCS-OIG also has the authority to make independent referrals to other law enforcement entities.

Pursuant to A.R.S. § 36-2918, AHCCCS-OIG has the authority to issue subpoenas and enforce the attendance of witnesses, administer oaths or affirmations, examine witnesses under oath, and take testimony as the Inspector General deems relevant or material to an investigation, examination, or review undertaken by the Office.

Pursuant to A.R.S. §§ 36-2918 and 2957, AHCCCS-OIG has the authority to impose a civil monetary penalty of up to \$2,000.00 for each item or service claimed, and/or an assessment of an amount not to exceed twice the amount claimed.

AHCCCS-OIG has been designated as a Criminal Justice Agency through the Federal Bureau of Investigations (FBI). This designation authorizes AHCCCS-OIG to access the National Crime Information Center (NCIC) database as well as the Arizona Criminal Justice Information System. Additionally, OIG is authorized to receive and share restricted criminal justice information with other federal, state, and local agencies.

If AHCCCS-OIG determines that a credible allegation of fraud exists, AHCCCS-OIG may suspend payments to Providers pursuant to 42 CFR 455.23.

Corporate Compliance Program: The Contractor shall have a mandatory Corporate Compliance Program designed to prevent, deter, detect, and report fraud, waste, or abuse, which shall include the following:

1. Written policies, procedures and standards of conduct that articulate the Contractor's commitment to and processes for complying with all applicable Federal and State rules, regulations, guidelines, and standards,
2. A system for an effective education and training program for all employees on detecting and reporting, fraud waste and abuse. All Trainings shall be conducted in such a manner that can be verified by AHCCCS-OIG,
3. A mechanism for enforcement of standards through well-publicized disciplinary guidelines,
4. Establishment and implementation of procedures that include provision for the prompt referral of any potential fraud, waste, or abuse to AHCCCS-OIG, and
5. Cooperate with AHCCCS-OIG in any audit, review, investigation, and/or requests for information of the Contractor.

The Contractor and its subcontractors shall agree to permit and cooperate with any on-site audit. An audit by AHCCCS may be conducted without notice and for the purpose of ensuring program compliance. The Contractor and its subcontractors also agree to respond to electronic, telephonic, or written requests for information within the timeframe specified by AHCCCS. The Contractor and its subcontractors agree to provide documents, including original documents, to representatives of AHCCCS-OIG upon request and at no cost. AHCCCS-OIG shall allow a reasonable time for the Contractor and its subcontractors to copy the requested documents, not to exceed 30 calendar days from the date of the AHCCCS-OIG request.

The Contractor shall report a description of transactions between the Contractor and a party in interest (as defined in section 1318(b) of such Social Security Act), including the following transactions as specified in Section F, Attachment F1, Contractor Chart of Deliverables [Section 1903(m)(4)(B) of the Social Security Act]:

1. Any sale or exchange, or leasing of any property between the organization and such a party,
2. Any furnishing for consideration of goods, services (including management services), or facilities between the organization and such a party, but not including salaries paid to employees for services provided in the normal course of their employment, and
3. Any lending of money or other extension of credit between the organization and such a party.

The State or Secretary may require that information reported regarding an organization that controls, or is controlled by, or is under common control with, another entity be in the form of a consolidated financial statement for the organization and such entity.

Reporting Alleged Fraud, Waste and Abuse of the AHCCCS Program: In accordance with A.R.S. § 36-2918.01, § 36-2932, and § 36-2905.04 the Contractor and its subcontractors are required to notify the AHCCCS Office of Inspector General (AHCCCS-OIG) regarding all allegations of fraud, waste, or abuse involving the AHCCCS Program. The Contractor shall, upon identification, report all instances of alleged fraud, waste and abuse involving the AHCCCS program, AHCCCS providers or AHCCCS members to AHCCCS-OIG as specified in Section F, Attachment F1, Contractor Chart of Deliverables and as outlined below:

1. If a Contractor discovers, or is made aware, that an incident of alleged fraud, waste, or abuse has occurred, the Contractor shall report the incident to AHCCCS-OIG within 10 business days, by completing and submitting the Report Suspected Fraud or Abuse of the Program form available on the AHCCCS-OIG webpage. All pertinent documentation that would assist AHCCCS in its investigation shall be attached to the form.
2. If a Contractor or subcontractor identifies an incident that warrants self-disclosure, the incident shall be reported within 10 business days to AHCCCS-OIG by completing and submitting the Provider Self-Disclosure form available on the AHCCCS-OIG webpage. All pertinent documentation that would assist AHCCCS in its investigation shall be attached to the form.

Deficit Reduction Act Requirements: If the Contractor receives annual Medicaid payments of at least \$5 million dollars, the Contractor shall establish written policies that provide detailed information and ongoing training and education regarding the provisions under the Federal False Claims Acts and FERA to their employees to certify its compliance with the Public Law (PL) 109-171 Section 6032 of the 2005 Deficit Reduction Act (DRA) [42 U.S.C. § 1396a (a) (68)]. Pursuant to the Deficit Reduction Act of 2005 (DRA), Contractors, as a condition for receiving payments shall establish written policies for employees detailing [Section 1902(a)(68) of the Social Security Act]:

1. The Federal False Claims Act provisions,
2. The administrative remedies for false claims and statements,
3. Any State laws relating to civil or criminal penalties for false claims and statements, and
4. The whistleblower protections under such laws.

The Contractor shall require, through documented policies and subsequent Contract amendments, that subcontractors train their staff (including management, contractors, students, and agents) on the following aspects of the Federal False Claims Act provisions:

1. The administrative remedies for false claims and statements,
2. Any State laws relating to civil or criminal penalties for false claims and statements, and
3. The whistleblower protections under such laws.

Disclosure of Information by Disclosing Entities: The Contractor shall furnish to AHCCCS-OIG the disclosures of information required of disclosing entities by 42 CFR Part 455, Subpart B; 42 CFR 455.100 - 455.106 within the timeframes described in 42 CFR 455.104 (c) or upon request by AHCCCS and as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

The Contractor and its subcontractors shall register as an AHCCCS provider and comply with AHCCCS policies and procedures for provider participation.

Corporate Compliance Reporting Requirements: The Contractor shall submit all Corporate Compliance deliverables as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

The Contractor shall verify monthly whether any employees and contractors have been excluded from participating in Federal health care programs utilizing the US Department of Health and Human Services (“HHS”), Office of Inspector General website, www.oig.hhs.gov perform checks through the List of Excluded Individuals/entities (LEIE) and System for Award Management (SAM) databases and report to the AHCCCS Office of the Inspector General (“OIG”) on the outcome of this HHS verification. The Contractor shall attest to these monthly checks of employees and Contractors and report those findings to AHCCCS-OIG as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

The Contractor shall conduct background checks to avoid hiring or continuing employment for any individual, entity, or affiliate that has been disbarred, suspended, or lawfully prohibited from participating in any public procurement activity, or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.

All deliverables that contain protected health information (PHI) and/or other confidential or other sensitive content shall be in compliance with all applicable HIPAA provisions and uploaded to the AHCCCS-designated secure FTP Server.

16. MONITORING REQUIREMENTS

Reporting Requirements: The Contractor shall submit timely, accurate, and complete reports or other information to AHCCCS as required in this Contract. The Contractor shall be subject to corrective action or sanctions if a report or other information is submitted as untimely, inaccurate, or incomplete.

The Contractor shall comply with the following submission standards:

1. **Timeliness:** Reports or other required data shall be received no later than 5:00 pm Arizona Time, on the scheduled due dates, as specified in Section F, Attachment F1, Contractor Chart of Deliverables. If the due date falls on a weekend or a State Holiday, the due date is 5:00 PM Arizona Time on the next business day, or as otherwise noted.
2. **Accuracy:** Reports or other information is prepared and submitted in strict conformity with appropriate authoritative sources and/or AHCCCS defined standards.
3. **Completeness:** Reports or other information is disclosed in a manner that is both responsive and relevant to the report's purpose with no material omissions.

AHCCCS requirements regarding reports, report content, frequency, and submission of reports are subject to change at any time during the term of the Contract. The Contractor shall comply with all changes specified by AHCCCS. The Contractor shall be responsible for continued reporting beyond the term of the Contract.

Requests for Information: AHCCCS may, at any time during the term of this Contract, request financial, clinical, or other information from the Contractor. Responses shall fully disclose all financial, clinical, or other information requested. Information may be designated as confidential but may not be withheld from AHCCCS as proprietary. Information designated as confidential may not be disclosed by AHCCCS without the prior written consent of the Contractor except as required by law. Upon receipt of such requests for information from AHCCCS, the Contractor shall provide complete information to AHCCCS as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

If the Contractor believes the requested information is confidential and may not be disclosed to third parties, the Contractor shall provide a detailed legal analysis to AHCCCS, within the timeframe designated by AHCCCS, setting forth the specific reasons why the information is confidential and describing the specific harm or injury that would result from disclosure. In the event that AHCCCS withholds information from a third party as a result of the Contractor's statement, the Contractor shall be responsible for all costs associated with the nondisclosure, including but not limited to legal fees and costs.

Readiness Reviews: A Readiness Review is conducted at the discretion of AHCCCS to review programmatic operations of the Contractor. The purpose of a Readiness Review is to assess a Contractor's readiness and ability to provide services in accordance with this Contract. The Contractor shall satisfy AHCCCS' requirements on all Readiness Review elements in order to continue operating under this Contract.

Contractor Performance Monitoring and Oversight:

The Contractor shall:

1. Achieve the desired outcomes and maintain compliance with Contract obligations,
2. Cooperate with any procedure for monitoring the Contractor's operations and performance to ensure program compliance and identify best practices, including, but not limited to, evaluation of submitted deliverables, ad hoc reporting, and periodic focused and full reviews, or ad hoc audits, without notice, to monitor Contractual requirements and performance as needed,
3. Submit to AHCCCS, in advance, or as otherwise directed, all documents and information related to Contractor's policies, procedures, job descriptions, logs, clinical and business practices, financial reporting systems, quality indicators, and any other information requested by AHCCCS,
4. Make available on-site, or through other methods as directed by AHCCCS, all requested eligibility, and grievance and appeal records selected for review,
5. During a review, ad hoc audit, and/or when requested by AHCCCS, produce, as soon as possible, any documents not requested in advance by AHCCCS,
6. Allow AHCCCS to have access to the Contractor's staff, as identified in advance, and at all times during a review,
7. Provide AHCCCS with workspace, access to a telephone, electrical outlets, internet access and privacy for conferences while on-site, and
8. Implement a CAP if an AHCCCS operational review or audit identifies deficiencies in performance.

CAPs and any modifications shall be approved by AHCCCS. The Contractor shall cooperate with AHCCCS' follow-up reviews, monitoring or audits at any time after the completion of the initial review to determine the Contractor's progress in implementing a CAP. The Contractor shall accept AHCCCS technical assistance, when offered, and submit requested documents related to an audit or review, as directed by AHCCCS. The Contractor shall be on notice that review findings may be used in the scoring of subsequent bid Proposals submitted by the Contractor.

Administrative Actions: AHCCCS may issue the following Administrative Action(s) if it is determined that the Contractor is non-compliant with any provisions in this Contract. The type of remedy utilized by AHCCCS is at its sole discretion.

Corrective Action: The Contractor shall develop and implement an AHCCCS-approved CAP when AHCCCS determines and notifies the Contractor of non-compliance with any term of this Contract.

Notice to Cure: AHCCCS may provide a written Notice to Cure to the Contractor outlining the details of the non-compliance and timeframe to remedy the Contractor's performance. If, at the end of the specified time period, the Contractor has complied with the Notice to Cure requirements, AHCCCS may choose not to impose a sanction.

Sanction: The Contractor may be subject to Sanction(s) or any other available remedy under this Contract if at the end of the specified cure period the Contractor has not complied with the Notice to Cure requirements.

AHCCCS may impose Sanctions for any breach of the Contract or any failure to comply with applicable State or Federal laws or regulations, or any term of this Contract, including, but not limited to:

1. Misrepresentation or falsification of information provided to AHCCCS,
2. Non-compliance with financial requirements,
3. Non-compliance with applicable State or Federal laws or regulations,
4. Loss of any information contained in reports, deliverables, and records, and
5. Untimely, incomplete, or inaccurate submission of reports, deliverables or other information requested by AHCCCS.

In the event of a Sanction, AHCCCS shall:

1. Consider the severity of the violation, at its sole discretion, to determine the amount of the sanction.
2. Provide written notice to the Contractor specifying the amount of the Sanction, the grounds for the Sanction, the amount of funds to be withheld from the Contractor's monthly payments, the steps necessary to avoid future Sanctions and the Contractor's right to file a claims dispute with AHCCCS to challenge the sanction.

AHCCCS may:

1. Offset against any payments due to the Contractor until the full Sanction amount is paid.
2. Impose additional Sanctions, which may be equal to or greater than the sanction imposed for the unresolved violation, in the event the Contractor fails to adequately correct the violation within established timeframes.

Technical Assistance: For Technical Assistance, the Contractor shall note the following Technical Assistance Provisions:

1. Recognize AHCCCS' technical assistance to help the Contractor achieve compliance with any relevant Contract terms or Contract subject matter issues does not relieve the Contractor of its obligation to fully comply with all terms in this Contract.
2. Recognize that the Contractor's acceptance of AHCCCS' offer or provision of technical assistance shall not be utilized as a defense or a mitigating factor in a Contract enforcement action in which compliance with Contract requirements is at issue.
3. Recognize that AHCCCS not providing technical assistance to the Contractor as it relates to compliance with a Contract requirement or any and all other terms, shall not be utilized as a defense or a mitigating factor in a Contract enforcement action in which compliance with Contract requirements is at issue.
4. Recognize that a Contractor's subcontractor participation in a technical assistance matter, in full or in part, does not relieve the Contractor of its Contractual duties nor modify the Contractor's Contractual obligations.

17. FINANCIAL MANAGEMENT

The Contractor will be compensated through payment of a price per SMI Eligibility Determination/Clinical Decertification received, regardless of outcome.

The Contractor shall be responsible for the cost for the SMI Eligibility Determination, related grievance, and appeal processes, and for costs associated with conducting follow-up evaluations in the event of a dispute between the applicant's treating behavioral health provider and the Contractor's SMI Eligibility Determination professional. The Contractor shall also be responsible for the cost for any SMI Clinical Decertifications. The Contractor shall develop and maintain internal controls and systems to separately account for AHCCCS related revenue, expenses, non-AHCCCS related revenue, and expenses by type and program and manage record and report funds in accordance with the practices, procedures, and standards in the State of Arizona Accounting Manual.

The Contractor shall submit audited financial statements by Title XIX/XXI and Non-Title XIX/XXI categories, audited by an independent Certified Public Accountant and prepared in accordance with the Generally Accepted Auditing Standards (GAAS), as specified in Section F, Attachment F1, Contractor Chart of Deliverables. The Title XIX/XXI and Non-Title XIX/XXI audit may be reported in a supplemental schedule as part of the Contractor's annual audit.

The Contractor shall notify and reimburse AHCCCS within 30 days of when the Contractor identifies an overpayment by AHCCCS as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

The Contractor shall submit an invoice or Contractor Expenditure Report (CER) as specified in Section F, Attachment F1, Contractor Chart of Deliverables for monthly Title XIX/XXI and Non-Title XIX/XXI payments based on the number of SMI Eligibility Determinations and Clinical Decertifications received ("Packets Received") for Title XIX and Non-Title XIX members during the month multiplied by the Contracted price per SMI Eligibility Determination/Clinical Decertification amount and be responsible for any charges or expenses imposed for transfers or related actions.

AHCCCS shall:

1. Have the right, at any time during the term of this Contract, to request financial or other information from the Contractor,
2. Provide funds that are subject to availability and the terms and conditions of this Contract,
3. Pay the Contractor, provided that the Contractor's performance is in compliance with the terms and conditions of this Contract,
4. Not be responsible for payment to the Contractor for any purchases, expenditures or subcontracts made by the Contractor in anticipation of funding,
5. Have the option to make payments to the Contractor by wire or National Automated Clearing House Association (NACHA) transfer and shall provide the Contractor at least 30 days' notice prior to the effective date of any such change,
6. Not be liable for any error or delay in transfer or indirect or consequential damages arising from the use of the electronic funds transfer process where payments are made by electronic funds transfer,

7. Adjust payments when an error is discovered and may make a payment adjustment through a corresponding decrease in a current Contractor's payment or by processing an additional payment to the Contractor,
8. Reserve the right to modify the awarded Contracted price per SMI Eligibility Determination/Clinical Decertification amount by adjusting the denominator for fluctuations in the number of Determinations and Clinical Decertifications that would represent a significant change from the number of Determinations and Clinical Decertifications provided in the RFP Cost Bid Submission file,
9. Monitor assessments and SMI Eligibility Determination and Clinical Decertification metrics. AHCCCS may audit the Contractor's data should it be determined that the metrics indicate inappropriate increases in SMI Eligibility Determinations and/or Clinical Decertifications in order to artificially increase revenue and may issue Administrative Action. See Section D, Paragraph 16, Monitoring Requirements for further information,
10. Limit the Contractor's profits to 5 percent of total revenue per Contract Year,
11. Require the Contractor to exclude prior contract year AHCCCS recoupments from revenue and imposed sanctions from expenses for the purpose of calculating profit,
12. Notify the Contractor of AHCCCS' draft preliminary Determination of the Contractor's profit analysis in writing after receiving the Contractor's Audited Financial Statements. The Contractor shall have 20 days to comment on the preliminary results prior to a final Determination being made by AHCCCS, and
13. Require the Contractor to return excess profits to AHCCCS upon final calculation by AHCCCS.

18. PROVIDER REGISTRATION

The Contractor and its subcontractors shall register with AHCCCS to become an approved service provider(s), consistent with provider disclosure, screening, and enrollment requirements, and be in receipt of an AHCCCS Provider ID Number. Each provider that does not already have a current AHCCCS ID number shall sign a Provider Participation Agreement. The original shall be forwarded to AHCCCS. Each provider shall also have a National Provider Identifier (NPI) number. More information is available on the AHCCCS website.

19. PENDING ISSUES

AMPM Policy 320-P: AHCCCS will continue to review and revise AMPM Policy 320-P regarding persons with co-occurring substance use disorders in order to better align processes with current literature and best practices.

Coronavirus Disease of 2019 Information: AHCCCS is responding to an outbreak of respiratory illness, called Coronavirus Disease of 2019 (COVID-19), caused by a novel (new) coronavirus. On March 11, Governor Doug Ducey issued a Declaration of Emergency and an Executive Order regarding the COVID-19 outbreak in Arizona, and subsequent Executive Orders with further administrative actions. On March 17, 2020, and March 24, 2020, AHCCCS submitted requests to the Centers for Medicare and Medicaid Services (CMS) to waive certain Medicaid and KidsCare requirements in order to ensure ongoing access to care over the course of the COVID-19 outbreak. As of March 23, AHCCCS has received federal approval to implement programmatic changes to help ensure access to health care for vulnerable Arizonans. Temporary Changes made in response to the COVID-19 emergency are presented in CMS-approved flexibilities and the AHCCCS-developed Frequently Asked Questions (FAQs) Regarding Coronavirus Disease 2019

(COVID-19). The CMS-approved flexibilities and FAQs may not align with various provisions set forth in the AHCCCS Medical Policy Manual (AMPM), the AHCCCS Contractor Operation Manual (ACOM) Policies; the AHCCCS billing requirements; and/or other AHCCCS directives. In these instances, the CMS-approved flexibilities and FAQs take precedence and are controlling. The Contractor may refer to the COVID-19 FAQs at the following link: <https://azahcccs.gov/AHCCCS/AboutUs/covid19FAQ.html>

[END OF SECTION D: SCOPE OF WORK]

SECTION E: TERMS AND CONDITIONS

1. **DEFINITIONS - All definitions listed in Section C, Definitions.**
2. **Contract Interpretation**

Arizona Law. The Arizona law applies to this Contract including, A.R.S. § 36-2906 and its implementing rules.

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

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

1. HIPAA Business Associate Addendum,
2. Terms and Conditions,
3. Statement or Scope of Work,
4. Attachments,
5. Exhibits,
6. Documents referenced or included in the Solicitation, and
7. Policies and Procedures.

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

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

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

3. **Contract Administration and Operation**

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

Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on Section A, Solicitation Page, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board, or commission of the State of Arizona requesting the issuance of this Contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. The Contractor shall notify the State, within thirty days, of the creation of any Intellectual Property by it or its subcontractor(s). The Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by the Contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board, or commission of the State of Arizona requesting the issuance of this Contract.

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

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

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

4. **Costs and Payments**

Applicable Taxes.

- 1.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 1.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 1.3 Tax Indemnification. The Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor shall and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 1.4 I.R.S. W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

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

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

1. Accept a decrease in price offered by the Contractor,
2. Cancel the Contract, or
3. Cancel the Contract and re-solicit the requirements.

5. Contract Changes

Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an individual who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

AHCCCS and its Contractors are subject to legislative mandates, directives, regulatory changes, executive and court orders related to any term in this Contract that may result in changes to the program. AHCCCS will either amend the Contract or incorporate changes in policies incorporated in the Contract by reference.

Change in Contractor Organizational Structure. The Contractor shall obtain prior approval of AHCCCS and sign a written Contract Amendment, or any other paperwork required by the State, for any Change in Organizational Structure of Contractor, or of a subcontracted provider that is related or affiliated with the Contractor. The Contractor shall submit notification and a detailed transition plan for review, as specified in Section F, Attachment F1, Contractor Chart of Deliverables. The Plan shall include the following:

1. Strategies to ensure uninterrupted services to individuals eligible to receive SMI Eligibility Determinations,
2. Evaluation of the new entity's ability to perform the Contract requirements and support the SMI Eligibility Determination process, and
3. Assurance that services are not diminished and that major components of the organization and programs are not adversely affected by the Change in Organizational Structure.

A Change in Organizational Structure may require a Contract amendment. If the Contractor does not obtain prior approval, or AHCCCS determines that a Change in Organizational Structure is not in the best interest of the State, AHCCCS may terminate this Contract pursuant to Contract Terms and Conditions.

6. Risk and Liability

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

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

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

Force Majeure shall not include the following occurrences:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market,
2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition, or
3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

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

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

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

7. Warranties

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

Survival of Rights and Obligations after Contract Expiration or Termination.

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

8. State's Contractual Remedies

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

Stop Work Order. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

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

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

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

9. **Contract Termination**

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

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

Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.

Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

Termination for Default. In addition to the rights reserved in the Contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination and as directed in the termination notice.

10. **Arbitration**

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

11. **Indemnification Clause**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

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

12. Insurance Requirements

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

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

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

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

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

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

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

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

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

3. Workers' Compensation and Employers' Liability

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

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

4. Professional Liability (Errors and Omissions Liability)

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

- a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this Contract.

B. Additional Insurance Requirements

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

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

C. Notice of Cancellation

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

D. Acceptability of Insurers

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

E. Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as specified in Section F, Attachment F1, Contractor Chart of Deliverables. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements shall be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement. Submit as specified in Section F, Attachment F1, Contractor Chart of Deliverables.

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

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

F. Subcontractors

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

G. Approval and Modifications

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

H. Exceptions

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

13. Assignment of Contract and Bankruptcy

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

14. Choice of Forum

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

15. Conflict of Interest

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

16. Contract Cancellation (Immediate)

This Contract is critical to AHCCCS and the agency reserves the right to immediately cancel the whole or any part of this Contract due to failure of the Contractor to carry out any material obligation, term, or condition of the Contract. The Procurement Officer shall issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act in any of the following:

1. The Contractor provides material that does not meet the specifications of the Contract,
2. The Contractor fails to adequately perform the services set forth in the specifications of the Contract,
3. The Contractor fails to complete the work required or furnish the materials required within the time stipulated in the Contract,
4. The Contractor fails to make progress in the performance of the Contract and/or gives the Procurement Officer reason to believe that the Contractor will not or cannot perform to the requirements of the Contract,
5. The Procurement Officer may resort to any single or combination of the following remedies:
 - a. Cancel any contract,
 - b. Reserve all rights or claims to damage for breach of any covenants of the Contract,

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

17. Contract Cancellation (Minimum 10 Day)

The Procurement Officer reserves the right to cancel the whole or any part of this Contract due to failure by the Contractor to carry out any material obligation, term or condition of the Contract. The Procurement Officer shall issue written notice to the Contractor for acting or failing to act as in any of the following:

1. The Contractor provides material that does not meet the specifications of the Contract,
2. The Contractor fails to adequately perform the services set forth in the specifications of the Contract,
3. The Contractor fails to complete the work required or furnish the materials required within the time stipulated by the Contract, or
4. The Contractor fails to make progress in the performance of the Contract and/or gives the Procurement Officer reason to believe that the Contractor will not or cannot perform to the requirements of the Contract.

Upon receipt of the written notice of concern, the Contractor shall have a minimum of ten (10) days (Procurement Officer may determine a longer period) to provide a satisfactory response to the Procurement Officer. Failure on the part of the Contractor to adequately address all issues of concern may result in the Procurement Officer resorting to any single or combinations of the following remedies:

1. Cancel any Contract,
2. Reserve all rights or claims to damage for breach of any covenant of the Contract,
3. Perform any test or analysis on materials for compliance with the specifications of the Contract. If the result of any test confirms a material no-compliance with the specifications, any reasonable expense of testing shall be borne by the Contractor,
4. In case of default, the Procurement Officer reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code,
5. The Procurement Officer may recover reasonable excess costs from the Contractor by:
 - a. Deduction from an unpaid balance,
 - b. Collection against the bid and/or performance bond, or
 - c. Any combination of the above or any other remedies as provided by law.

18. Contract Disputes

Contract claims and disputes shall be adjudicated in accordance with State Law, AHCCCS Rules, and this Contract. Except as provided by 9 A.A.C. Chapter 22, Article 6, the exclusive manner for the Contractor to assert any dispute against AHCCCS shall be in accordance with the process outlined in 9 A.A.C. Chapter 34 and A.R.S. § 36-2932.

1. All disputes except as provided under 9 A.A.C. Chapter 22, Article 6 shall be filed in writing and be received by AHCCCS no later than 60 days from the date of the disputed notice. All disputes shall state the factual and legal basis for the dispute.
2. Pending the final resolution of any disputes involving this Contract, the Contractor shall proceed with performance of this Contract in accordance with AHCCCS' instructions, unless AHCCCS specifically, in writing, requests termination or a temporary suspension of performance.

19. Cooperation with other Contractors

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

20. Confidentiality of Records and Disclosure of Confidential Information

1. The Contractor shall not, without prior written approval from AHCCCS, either during or after the performance of the services required by this Contract, use, other than for such performance, or disclose to any individual other than AHCCCS personnel with a need to know, any information, data, material, or exhibits created, developed, produced, or otherwise obtained during the course of the work required by this Contract. This nondisclosure requirement shall also pertain to any information contained in reports, documents, or other records furnished to the Contractor by AHCCCS.
2. The Contractor shall establish and maintain written policies procedures and controls, approved by AHCCCS, governing access to, duplication of, and dissemination of all such information for the purpose of assuring that no information contained in its records or obtained from AHCCCS or others carrying out its functions under the Contract, is used or disclosed by it, its agents, officers or employees, except as required to efficiently perform duties under the Contract.
Individuals requesting such information shall be referred to AHCCCS. The Contractor's data safeguard program shall further conform to the data confidentiality and security requirements of AHCCCS policy and procedures, and all-relevant state and federal requirements, including HIPAA standards.
3. The disclosure of information in summary, statistical, or other form that does not identify particular individuals is permitted only with prior AHCCCS approval. The use or disclosure of information concerning applicants and AHCCCS members will be limited to purposes directly connected with the scope of this Contract.
4. The Contractor shall advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. A signed confidentiality statement containing language approved by AHCCCS shall be obtained from all employees, agents and subcontractors,

if any, and maintained in the individual's personnel file with a copy sent to AHCCCS upon request.

21. Covenant against Contingent Fees

The Contractor warrants that no individual or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For violation of this warranty, the Procurement Officer shall have the right to annul this Contract without liability.

22. Contract

The Contract between AHCCCS and the Contractor shall consist of (1) the Request for Proposal (RFP) including AHCCCS policies and procedures incorporated by reference as part of the RFP and (2) the proposal submitted by the Contractor in response to the RFP including any Best and Final Offers. In the event of a conflict in language between the proposal (including any Best and Final Offers) and the RFP (including AHCCCS policies and procedures incorporated by reference), the provisions and requirements set forth and/or referenced in the RFP (including AHCCCS policies and procedures incorporated by reference) shall govern.

The Contract shall be construed according to the laws of the State of Arizona.

23. Fraud and Abuse

It shall be the responsibility of the Contractor to report all cases of suspected fraud and abuse by subcontractors, applicants, AHCCCS members, or employees. The Contractor shall provide written notification of all such incidents to AHCCCS. Refer to Section D, Paragraph 15, Corporate Compliance for reporting requirements.

As stated in A.R.S. § 13-2310, incorporated herein by reference, any individual who knowingly obtains any benefit by means of false or fraudulent pretenses, representations, promises or material omissions is guilty of a class 2 felony.

The Contractor is required to research potential overpayments identified by a fraud and abuse investigation or audit conducted by AHCCCS. Refer to Section D, Paragraph 15, Corporate Compliance for disposition requirements.

24. Independent Contractor and Employees of Contractor

The Contractor represents himself/herself to be an independent Contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Arizona and/or AHCCCS. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, etc. All employees of the Contractor employed or in performance of work under this Contract shall be employees of the Contractor at all times and not of AHCCCS. The Contractor shall comply with the Social Security Act, Workers' Compensation laws and unemployment laws of the State of Arizona as well as federal, state, and local legislation relevant to the Contractor's business.

25. Licenses

Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor.

26. Lobbying

No funds paid to the Contractor by AHCCCS, or interest earned thereon, shall be used for the purpose of influencing or attempting to influence an officer or employee of any federal or State agency, a member of the United States Congress or State Legislature, an officer or employee of a member of the United States Congress or State Legislature in connection with awarding of any federal or State contract, the making of any federal or State grant, the making of any federal or State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal or State contract, grant, loan, or cooperative agreement. The Contractor shall disclose if any funds other than those paid to the Contractor by AHCCCS have been used or will be used to influence the individuals and entities indicated above and will assist AHCCCS in making such disclosures to CMS.

27. No Guaranteed Quantities

AHCCCS does not guarantee the Contractor any minimum or maximum quantity of services or goods to be provided under this Contract.

28. Non-exclusive Contract

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

29. Ownership of Information and Data

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

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

Except as otherwise provided in this section, if any copyrightable or patentable material is developed by Contractor in the course of performance of this Contract, the federal government, AHCCCS and the State of Arizona shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for state or federal

government purposes. The Contractor shall additionally be subject to the applicable provisions of 45 CFR Part 74 and 45 CFR Parts 6 and 8.

30. Records

In addition to the requirements set forth in this Contract under Section E, Terms and Conditions, all books and records shall be maintained to the extent and in such detail as required by Arizona Statute and AHCCCS Rules and Policies. Records shall include, but not be limited to, financial statements, records relating to quality of care, medical records, prescription files, and case files (both hard copy and stored data), and other records specified by AHCCCS.

The Contractor shall make available at all reasonable times during the term of this Contract and the period set forth in in this section, any of its records for inspection, audit, or reproduction by any authorized representative of AHCCCS, State or Federal government. The Contractor agrees that all information, records and data relating to this Contract is the property of AHCCCS and shall be surrendered upon request, in a specific format, electronic or otherwise, as requested.

The Contractor shall be responsible for any costs associated with the reproduction of requested information.

The Contractor shall preserve and make available all records for a period of five years from the date of final payment under this Contract except as provided below:

If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.

- a. Records that relate to grievances, disputes, litigation, or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by AHCCCS, shall be retained by the Contractor for a period of five years after the date of final disposition or resolution thereof.
- b. Completed case files shall be scheduled for archive shipment to AHCCCS, as defined by AHCCCS Policy and Procedures.

For retention of patient medical records, the Contractor shall ensure compliance with A.R.S. § 12-2297 which provides, in part, that a health care provider shall retain patient medical records according to the following:

- a. If the patient is an adult, the provider shall retain the patient medical records for at least six years after the last date the adult patient received medical or health care services from that provider.
- b. If the patient is under 18 years of age, the provider shall retain the patient medical records either for at least three years after the child's eighteenth birthday or for at least six years after the last date the child received medical or health care services from that provider, whichever date occurs later.

The Contractor shall comply with the record retention periods specified in HIPAA laws and regulations, including, but not limited to 45 CFR 164.530(j)(2).

If this Contract is completely or partially terminated, records shall be retained as described above.

The Contractor agrees that all information, records, and data relating to this Contract is the property of AHCCCS and shall be surrendered upon request, in a specific format, electronic or otherwise, as requested.

In the event of expiration or termination or suspension of any Contract awarded under this scope of work by AHCCCS, the Contractor shall transfer all information, records, and data relating to this Contract as directed by AHCCCS within the time specified or be subject to sanctions or penalties.

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and make available and shall contractually require each subcontractor to retain and make available all data and other “records” relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract, unless a longer period of time is required by law. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

31. Responsibility for Payments Indemnification

The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees and will indemnify and save AHCCCS harmless for all claims whatsoever growing out of the lawful demands of employees, subcontractors, suppliers or any other third party incurred in the furtherance of the performance of the Contract. The Contractor shall, at AHCCCS' request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived.

32. Term of Contract and Option to Renew

The initial term of this Contract shall be for two years and nine months with two (2) one-year options to extend, for a potential total contracting period of four years and nine months. The terms and conditions of any such contract extension shall remain the same as the original contract, as amended. All contract extensions shall be through Contract amendment and shall be at the sole option of AHCCCS.

Initial Term of Contract:

1. Nine Month Period: January 1, 2019 to September 30, 2019
2. Year One: October 1, 2019 to September 30, 2020
3. Year Two: October 1, 2020 to September 30, 2021

Potential Two (2) One-Year Options to Extend:

1. Year Three: October 1, 2021 to September 30, 2022
2. Year Four: October 1, 2022 to September 30, 2023

When the Procurement Officer issues an amendment to extend the Contract, the provisions of such extension will be deemed to have been accepted 60 days after the date of mailing by the Procurement Officer, even if the extension amendment has not been signed by the Contractor, unless within that time the Contractor notifies the Procurement Officer in writing that it refuses to sign the extension amendment.

If the Contractor provides such notification, the Procurement Officer will initiate Contract termination proceedings.

If the Contractor chooses not to renew this Contract, the Contractor may be liable for certain costs associated with the transition to a different Contractor. If the Contractor provides the Procurement Officer written notice of its intent not to renew this Contract at least 180 days before its expiration, this liability for transition costs may be waived by the Procurement Officer.

[END OF SECTION E: TERMS AND CONDITIONS]

SECTION F: ATTACHMENTS

ATTACHMENT F1: CONTRACTOR CHART OF DELIVERABLES

Contract/RFP No. YH18-0017

SECTION F: ATTACHMENTS

ATTACHMENT F1: CHART OF DELIVERABLES

The following table is a summary of the periodic reporting requirements for the Contractor and is subject to change at any time during the term of the contract. The table is presented for convenience only and should not be construed to limit the Contractor's responsibilities in any manner. Content for all deliverables is subject to review. The submission of late, inaccurate, or incomplete data shall be subject to the penalty provisions described in Section D, Paragraph 16, Monitoring Requirements.

The deliverables listed below are due by 5:00 PM Arizona Time on the due date indicated, if the due date falls on a weekend or a State Holiday the due date is 5:00 PM Arizona Time on the next business day.

All deliverables which are noted to be submitted via **SharePoint** are to be submitted to the **SharePoint Contract Compliance Site** at: <https://compliance.azahcccs.gov>. Should AHCCCS modify the submission process for deliverables; AHCCCS shall provide a letter of instruction to the Contractor outlining changes to the deliverable submission process.

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[END OF ATTACHMENT F1: CHART OF DELIVERABLES]

[END OF SECTION F: ATTACHMENTS]

SECTION G: RESERVED

SECTION H: RESERVED

- **EXHIBIT A: OFFEROR'S CHECKLIST – RESERVED**
- **EXHIBIT B: OFFEROR'S CERTIFICATION REGARDING BOYCOTT OF ISRAEL - RESERVED**
- **EXHIBIT C: INSTRUCTIONS TO SECURED FILE TRANSFER PROTOCOL (SFTP) - RESERVED**
- **EXHIBIT D: AHCCCS QUESTIONS AND ANSWERS FORM - RESERVED**
- **EXHIBIT E: PROPOSED SUBCONTRACTS TEMPLATE - RESERVED**

SECTION I: RESERVED