

State Only Pregnancy Termination Agreement
AHCCCS Agreement YH27-0014-_____

THIS AGREEMENT is entered into by and between the Arizona Health Care Cost Containment System (AHCCCS), located at 150 N. 18th Avenue, Phoenix, AZ 85007, and _____ (Offeror, herein referred to as Contractor in this Agreement).

WHEREAS it is the intention of AHCCCS to use the services of the Contractor for medically necessary pregnancy terminations.

WHEREAS the Contractor represents itself to be qualified for such services in accordance with all applicable laws and regulations governing this profession.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto, and legally intending to be bound thereby, do covenant, and agree for themselves and their respective successors and assigns as follows:

1. The Contractor agrees to provide those services described below:
 - 1.1 Pregnancy terminations which are medically necessary according to the medical judgment of a licensed physician who attests that continuation of the pregnancy could reasonably be expected to pose a serious physical or mental health problem for the pregnant member by:
 - 1.1.1 Creating a serious physical or mental health problem for the pregnant member,
 - 1.1.2 Seriously impairing a bodily function of the pregnant member,
 - 1.1.3 Causing dysfunction of a bodily organ or part of the pregnant member,
 - 1.1.4 Exacerbating a health problem of the pregnant member, or
 - 1.1.5 Preventing the pregnant member from obtaining treatment for a health problem.
 - 1.2 Conditions, Limitations and Exclusions:
 - 1.2.1 The attending physician must acknowledge that a pregnancy termination has been determined medically necessary by submitting the AHCCCS *Certificate of Necessity for Pregnancy Termination*, *AHCCCS Verification of Diagnosis by Contractor for a Pregnancy Termination*, and clinical documentation that supports the medical necessity for the procedure, as referenced in the AHCCCS Medical Policy Manual (AMPM), Chapter 400, Policy 410, *Maternity Care Services*. This form must be submitted to the appropriate assigned Contractor Medical Director or designee for enrolled pregnant members, or the AHCCCS Chief Medical Officer or designee for Fee-For-Service (FFS) claims. The

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Certificate must certify that, in the physician's professional judgment, one or more of the above criteria have been met.

1.2.2 Pregnancy terminations must be provided in compliance with AMPM Policy 410, *Maternity Care Services*.

2. All outpatient medically necessary covered services related to the pregnancy termination, for dates of service only on the day the pregnancy was terminated, will be considered for reimbursement at 100% of the lesser of the Contractor's paid amount or the AHCCCS Fee Schedule amount. Adjudicated encounters for these covered services provided to enrolled members will be used to determine reimbursement.
3. Any changes, modifications or revisions to this Agreement shall only be executed through a written amendment, issued, and signed by the authorized AHCCCS Procurement Officer.
4. Either party to this Agreement may terminate this Agreement without penalty by giving the other party written notice of such termination at least 30 days prior to termination.
5. This agreement shall be governed by the laws of the State of Arizona.
6. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder.
7. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest, whatsoever, in the same (whether by assignment or novation), without the prior written consent of AHCCCS.
8. The term of this Agreement shall be the same as the term of the Contractor's awarded YH27-0001 ALTCS E/PD Contract as may be amended or extended.
9. Termination – Availability of Funds: If, funds are not presently available to support the continuation of performance under this Contract beyond the current fiscal year, this Contract may be terminated at the end of the period for which funds are available. No legal liability on the part of AHCCCS for any payment may arise under this Contract until funds are made available for performance of this Contract.

Notwithstanding any other provision in the Agreement, this Agreement may be terminated by Contractor, if, for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining this Agreement. In the event of such termination, the Contractor shall have no further obligation to AHCCCS.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

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10. Termination For Conflict of Interest: AHCCCS may cancel this Contract without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of AHCCCS is, or becomes at any time while the Contract or any 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 by ARS 38-511.

Electronic Submission: An electronic or portable document file (PDF) copy of this Agreement shall serve as the original.

IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.

NAME OF CONTRACTOR:	ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM
SIGNATURE OF AUTHORIZED INDIVIDUAL:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE: