CONTRACT AMENDMENT

NARBHA

Contract No: HP032097-002   Amendment No: 28

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 W Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040

Procurement Officer:
Elena Beeman

PROGRAM: Behavioral Health Services Administration—Northern Arizona Regional Behavioral Health Authority

Effective October 1, 2014, it is mutually agreed that the Contract referenced is amended as follows:

1. Pursuant to Uniform Terms and Conditions, Page six (6) Provision E. Contract Changes, 1 Amendments; Paragraph B Contract Interpretation, is hereby revised to add/delete the following language:

5. Severability. If any provision of these Contract terms and conditions is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.
   - Renumbered sections where necessary, throughout the entire Contract,
   - Duplicate changes that are repeated throughout the contract are listed once

All other provisions shall remain in their entirety.

Contractor hereby acknowledges receipt and acceptance of above amendment and that a signed copy must be filed with the Procurement Office before the effective date.

[Signature]
11/3/14

Date

Authorized Signatory’s Name and Title:

MARY JO GREGORY CEO

Contractor’s Name: Northern Arizona Regional Behavioral Health Authority

The above referenced Contract Amendment is hereby executed this
10 day of November, 2014
at Phoenix, Arizona

[Signature]
Procurement Officer
8 Conflict in Interpretation of Provisions. In the event of any conflict in interpretation between provisions of this Contract and the AHCCCS/ADHS Minimum Contract Provisions, the latter shall take precedence.

2 Pursuant to Uniform Terms and Conditions, Page six (6) Provision E Contract Changes, 1 Amendments; Paragraph C, Contract Administration and Operation, is hereby revised to add/delete the following language:

2 Non-Discrimination Requirements. The Contractor shall comply with State Executive Order No. 99-4 which mandates that all persons, regardless of race, color, religion, gender, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act and Title VI The Contractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin or disability (Federal regulations, State Executive order # 99-4)

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

3 Pursuant to Uniform Terms and Conditions, Page six (6) Provision E Contract Changes, 1 Amendments; Paragraph E, Contract Changes, is hereby revised to add/delete the following language:

3 Assignment and Delegation of Rights and Responsibilities. No payment due the Contractor under this Contract may be assigned without the prior approval of the ADHS Procurement Officer. No assignment or delegation of the duties of this Contract shall be valid unless prior written approval is received from ADHS Procurement.

4 Pursuant to Uniform Terms and Conditions, Page six (6) Provision E Contract Changes, 1 Amendments; Paragraph G, Warranties, is hereby revised to add/delete the following language.

5 Evaluation of Quality. Appropriateness, or Timeliness of Services ADHS/AHCCCS or the U.S. Department of Health and Human Services may evaluate, through inspection or other means, the quality, appropriateness or timeliness of services performed under this subcontract.

6 Compliance with ADHS/AHCCCS Rules Relating to Audit and Inspection. The Contractor shall comply with all applicable ADHS/AHCCCS Rules and Audit Guides relating to the audit of the Contractor’s records and the inspection of the Subcontractor’s facilities. If the Contractor is an inpatient facility, the Contractor shall file uniform reports and Title XVIII and Title XIX cost reports with ADHS/AHCCCS (A.R.S §41-254; 45 CFR 74.48 (d))

7 Compliance with Laws and Other Requirements. The materials and services supplied under this Contract shall comply with all Federal, State and local laws, rules, regulations, standards and executive orders governing performance of duties under this Contract, without limitation to those designated within this Contract [42 CFR 434.70] [42 CFR 438.6()] The Contractor shall maintain all applicable licenses and permit requirements.
8.3 Certification of Truthfulness of Representation. By signing this Contract, the Contractor certifies that all representations set forth herein are true to the best of its knowledge.

9 Standards of Conduct. The subcontractor will perform services for members consistent with the proper and required practice of medicine and must adhere to the customary rules of ethics and conduct of its appropriate professional organization including, but not limited to, the American Medical Association and other national and state boards and associations or health care professionals to which they are subject to licensing, certification, and control.

10 Warranty of Services. The Contractor, by execution of this subcontract, warrants that it has the ability, authority, skill, expertise and capacity to perform the services specified in this contract.

5 Pursuant to Uniform Terms and Conditions, Page six (6) Provision E. Contract Changes, 1 Amendments; Paragraph I, Contract Termination, is hereby revised to add/delete the following language:

2 Gratuities, Termination of Contract. ADHS may, by written notice to the Contractor, terminate this Contract if it is found, after notice and hearing by the State, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view towards securing a contract or securing favorable treatment with respect to the awarding, amending or the making of any determinations with respect to the performance of the Contractor; provided, that the existence of the facts upon which the state makes such findings shall be in issue and may be reviewed in any competent court. If the Contract is terminated under this section, unless the Contractor is a governmental agency, instrumentality or subdivision thereof, ADHS shall be entitled to a penalty, in addition to any other damages to which it may be entitled by law, and to exemplary damages in the amount of three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee [A.A.C. R2-5-501; A.R.S §41-2815 C; 42 CFR 434.6, a. (9)]

6 Pursuant to Uniform Terms and Conditions, Page six (6) Provision E. Contract Changes, 1 Amendments; Special Terms and Conditions, Paragraph E, Maintenance of Requirements to do Business and Provide Services, is hereby revised to add/delete the following language:

The Contractor shall be registered with AHCCCS and shall obtain and maintain in current status, all federal, state and local licenses, permits and authority necessary to do business and render service under this Contract and where applicable, shall comply with all laws regarding safety, unemployment insurance, disability insurance and worker’s compensation required for the operation of the business conducted by the contractor.

7 Pursuant to Uniform Terms and Conditions, Page six (6) Provision E. Contract Changes, 1 Amendments; Special Terms and Conditions, Paragraph S, Contract Administration and Operation, is hereby revised to add/delete the following language:

3 Records Retention.

The Contractor shall maintain records relating to covered services and expenditures including reports to AHCCCS/ADHS and documentation used in the preparation of reports to AHCCCS/ADHS. The Contractor shall comply with all specifications for record keeping established by ADHS. All books and records shall be maintained to the extent and in such detail as required by AHCCCS/ADHS Rules and policies. Records shall
The Contractor agrees to make available, at all reasonable times during the term of this contract, any of its records for inspection, audit or reproduction by any authorized representative of AHCCCS/ADHS, State or Federal government.

The Contractor shall preserve and make available, at no cost, all records for a period of five years from the date of final payment under this contract unless a longer period of time is required by law. 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:

1. 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.
2. 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.

In addition, the Contractor shall comply with the record retention periods specified in HIPAA laws and regulations. Including, but not limited to, [45 CFR 164 530(i)(2)]

If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available, at no cost, for a period of five years from the date of any such termination. Records which 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/ADHS, shall be retained by the Contractor for a period of five years after the date of final disposition or resolution thereof unless a longer period of time is required by law [45 CFR 74 53; 42 CFR 431 17; A.R.S. §41-2548]. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract.

8. Pursuant to Uniform Terms and Conditions, Page six (6) Provision E. Contract Changes, 1. Amendments; Special Terms and Conditions, Paragraph T. Contract Changes, is hereby revised to add/delete the following language:

2. Merger, Acquisition, Reorganization, Joint Venture and Change in Ownership Requests.

The Contractor shall obtain prior written approval of ADHS and sign a written Contract Amendment for any merger, acquisition, reorganization, joint venture or change in ownership of Contractor, or of a subcontractor provider that is related or affiliated with the Contractor. The Contractor shall submit a detailed merger, acquisition, reorganization, joint venture and/or transition plan to ADHS for review and include strategies to ensure uninterrupted services to behavioral health recipients, evaluate the new entity's ability to support the provider network, ensure that services to behavioral health recipients are not diminished, and that major components of the organization and programs are not adversely affected by the merger, acquisition, reorganization, joint venture or change in ownership, in accordance with ACOM Policy 317.

9. Pursuant to Uniform Terms and Conditions, Page six (6) Provision E. Contract Changes, 1. Amendments; Special Terms and Conditions, Paragraph W. Offshore Performance of Work Prohibited, is hereby revised to add/delete the following language.
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, within the borders 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.

10. Pursuant to Uniform Terms and Conditions, Page six (6) Provision E Contract Changes, 1 Amendments; Special Terms and Conditions, Paragraph X Indemnification Clause, is hereby revised to add/delete the following language:

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, 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.

In the event of expiration or termination or suspension of the Contract by ADHS, the expiration or termination or suspension shall not affect the obligation of the Contractor to indemnify ADHS for any claim by any third party against the State or ADHS arising from the Contractor’s performance of this Contract and for which the Contractor would otherwise by liable under this Contract.

11. Pursuant to Uniform Terms and Conditions, Page six (6) Provision E Contract Changes, 1 Amendments; Special Terms and Conditions, Paragraph Y Insurance Requirements, is hereby revised to add/delete the following language:

11.3 Contractor must provide the following statement on their Certificate(s) of Insurance as provided for in Paragraph 6 Verification of Coverage, “Sexual Abuse/Molestation coverage is included.” Policies/certificates stating that “Sexual Abuse/Molestation coverage is not excluded” do not meet this requirement.

11.4 The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: “The Department of Health Services, the State of Arizona and its Departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.” Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, Department of Health Services 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.

The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: "The Department of Health Services, the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees" shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, Department of Health Services, 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.

Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, Department of Health Services, 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.

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, the Contractor warrants that any retroactive coverage date shall be no later than the effective date of this Contract; and that 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 (primarily for Healthcare related contracts).

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed (Blanket Endorsements are not acceptable) to include, the following provisions: Contractor and Subcontractors not currently having these provisions in place shall do so upon insurance renewal:

- Delete 2.1

NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to The Arizona Department of Health Services, 1740 West Adams, Room, 303, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

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.
5 **VERIFICATION OF COVERAGE:**
   - Delete last sentence in 3rd Paragraph

6 **SUBCONTRACTORS:**

   Subcontractor adherence to insurance requirements shall be verified by the Contractor for all existing
   subcontracts and as new subcontracts are initiated

12 Pursuant to Uniform Terms and Conditions, Page six (6) Provision E. Contract Changes, 1. Amendments;
   Special Terms and Conditions, Paragraph Z. Health Insurance Portability and Accountability Act of 1996, is
   hereby revised to add/delete the following language.

   Confidentiality Requirement The Contractor shall safeguard confidential information in accordance with
   Federal and State laws regulations, policies, and ADHS/AHCCCS directives, including but not limited to,
   42 CFR Part 431, Subpart F, A R S §36-107, §36-2903 (for Acute), §36-2932 (for ALTCS), §41-1959 and
   §46-135, the Health Insurance Portability and Accountability Act (Public Law 107-191 Statutes 1936), 45
   CFR Parts 160 and 164, and AHCCCS Rules.

13 Pursuant to Uniform Terms and Conditions, Page six (6) Provision E. Contract Changes, 1. Amendments;
   Special Terms and Conditions, Paragraph DD. Cooperation with Other Contractors and the State/Awards of
   Other Contracts, is hereby revised to add/delete the following language.

   The State, and/or ADHS/AHCCCS may undertake or award other contracts for additional or related work to
   the work performed by the Contractor. The Contractor shall fully cooperate with such other Contractors,
   Subcontractors or state employees. The Contractor shall not commit or permit any act which will interfere with
   the performance of work by any other State Contractor, Subcontractor or State employees

14 Pursuant to Uniform Terms and Conditions, Page six (6) Provision E. Contract Changes, 1. Amendments;
   Special Terms and Conditions, Paragraph GG. Certification of Compliance-Anti Kickback and Laboratory
   Testing, is hereby revised to add/delete the following language.

   By signing this Contract, the Contractor certifies that it has not engaged in conduct that would violate the
   Medicare Anti-kickback statute (42 U.S.C 1320a-7b) or the "Stark I" and "Stark II" laws governing related-entity
   referrals (PL101-239 and PL 101-432) and compensation there from. If the Contractor provides laboratory
   testing, it certifies that it has complied with 42 CFR 411.361 and has sent to ADHS and AHCCCS
   simultaneous copies of the information required by that rule to be sent to the Centers for Medicare and
   Medicaid Services (42 USC §§1326a-7b; PL 101-239 and PL 101-432; 42 CFR 411.361)

15 Pursuant to Uniform Terms and Conditions, Page six (6) Provision E. Contract Changes, 1. Amendments;
   Special Terms and Conditions, Paragraph JJ. Contract Termination, is hereby revised to add/delete the
   following language.

6 **Contractor Obligations,**

   In the event the Contract or any portion thereof, is terminated for any reason, or expires, the Contractor
   shall assist ADHS in the transition of members to another contractor at Contractor's expense and
   according to the timeline identified by ADHS. The Contractor shall make provisions for continuing all
   management and administrative services and the provision of direct services to members until the
transition of all members is completed and all other requirements of this Contract are satisfied. The Contractor shall provide ADHS with verbal and written Member and Contract Transition Plan updates and shall cooperate and communicate with ADHS to resolve transition issues to ADHS' satisfaction. ADHS reserves the right to extend the term of the Contract on a month-to-month basis to assist in any transition of members. In addition, the Contractor must maintain compliance with requirements during the contract close-out period.

The Contractor shall be responsible for the following member transition activities:

6.1 Designate a person with appropriate training to act as the member transition coordinator. The individual appointed to this position must be a health care professional or an individual who possesses the appropriate education and experience and is supported by a health care professional to effectively coordinate and oversee all transition issues, responsibilities, and activities. The member Transition Coordinator must be available 24 hours a day, seven days a week to work on the transition including urgent issue resolutions. This staff person shall interact closely with ADHS and the transition staff of the receiving Contractor to ensure a safe, timely, and orderly transition. See ACOM Policy 402 for more information regarding the role and responsibilities of the Transition Coordinator. The Contractor shall supply ADHS with the contact information for the Transition Coordinator. This position must be maintained throughout the transition process including the post-transition phase;

6.2 Upon ADHS’ request submit for approval a detailed plan for the transition of its behavioral health recipients, including the name of the member transition coordinator;

6.3 Notify members of the Contract termination as directed by ADHS;

6.4 Cooperate with a successor Contractor during Transition Period including, at minimum, sharing and transferring member information and Electronic Health Records (EHRs). ADHS will notify the Contractor with specific instructions and required actions at the time of transfer; this will include transferring the following information, in a format dictated by ADHS, for all behavioral health recipients served during the contract period:

a) Demographic Transmissions
b) Appointment dates and types, both past and pending
c) Claims and encounters
d) Medication prescription history
e) Practice Management
f) Court-Ordered Treatment
g) Individualized Service Plans and/or Individualized Treatment Plans
h) Clinical Assessments including Psychiatric Evaluations
i) Progress Notes
j) Laboratory Results;

6.5 Ensure access to Electronic Health Records, inclusive of information listed in 6.4, to crisis providers and others involved in the care/treatment of high-risk members until such time that the successor Contractor has obtained all necessary member information/records.

6.6 Include in the member transition plan the transfer of hard copy records

6.7 Enter into direct data sharing agreements and communicate directly with the successor Contractor to share or exchange member-related PHI, and provide notification to ADHS upon execution of such agreement(s)
6.8 Coordinate the transition of members for other transitions, such as the transition of services for specific member populations to other AHCCCS contractors.

6.9 The Contractor shall be responsible for the following contract transition activities:

6.9.1 Designate a person with appropriate training to act as the contract transition coordinator. This staff person shall interact closely with ADHS and the transition staff of the receiving Contractor. This position must be maintained throughout the transition process including the post transition phase.

6.9.2 Upon ADHS’ request, submit for approval a detailed plan for the contract transition including the name of the contract transition coordinator;

6.9.3 Include in the contract transition plan, the Contractor’s plan for transfer/termination of any established lease agreements, as well as the transfer of property the Contractor purchased to fulfill obligations within this contract. This includes facilities acquisition and installation; data systems, including hardware and equipment acquisition and installation, operating system and software installation, and file installation; transfer of property, including real property, deeds of purchase, leases, staff, and equipment;

6.9.4 Notify subcontractors of the Contract termination as directed by ADHS;

6.9.5 Transfer the toll-free business number, as well as the crisis services line to the successor Contractor;

6.9.6 Provide Monthly, Quarterly and Audited Financial Statements up to the date of Contract termination; and

6.9.7 Complete payment of all outstanding obligations for covered services rendered to members. The Contractor shall cover continuation of services for the duration of the period for which payment has been made, as well as for inpatient admissions up until discharge.

6.9.8 ADHS may withhold payments due to the Contractor or collect payment from the Contractor’s performance bond for non-compliance during the contract transition period.

6.10 The Contractor shall be responsible for the following contract close-out period activities:

6.10.1 Identify qualified, local staff who are responsible for the following key functional areas after the expiration of expiration of the contract: grievance and appeals; claims and encounters; quality management/quality of care (QOC) investigations; financial reporting; medical management.

6.10.2 Maintain staffing for functions listed in 6.4.1 during the contract close-out period until such functions are no longer necessary, as determined by ADHS.

6.10.3 Submit deliverables listed in Attachment-A in accordance with deliverable end-dates established between the Contractor and ADHS.

6.10.4 Provide all reports set forth in this Contract and necessary for the transition process. This includes providing to ADHS, until ADHS is satisfied that the Contractor has paid all such obligations.
6 10 4 1 A monthly claims aging report by provider/creditor including IBNR amounts;

6 10 4 2 A monthly summary of cash disbursement;

6 10 4 3 Copies of all bank statements received by the Contractor; and

6 10 4 4 These reports shall be due on the fifth (5th) day of each succeeding month for the prior month unless otherwise specified

6 10 4 5 Return any funds advanced to the Contractor for coverage of members for periods after the date of termination to ADHS within thirty (30) days of termination of the Contract; and supply all information necessary for reimbursement of outstanding claims

6 10 4 6 Provide monthly financial statements in the required format (see ADHS/DBHS Financial Reporting Guide), specifically the balance sheet, statement activities and related Schedule A disclosures. Following contract termination until all liabilities have been paid

6 10 4 7 Provide Quarterly Quality Management and Medical Management reports describing services rendered up to the date of Contract termination including quality of care (QOC) concern reporting based on the date of service, as opposed to the date of reporting, for a period of three (3) months after Contract termination

6 10 4 8 Encounter reporting until all services rendered prior to Contract termination have reached adjudicated status and data validation of the information has been completed, as communicated by a letter of release from ADHS

6 10 4 9 Submit additional information and participate in meetings, as determined necessary by ADHS, to mitigate harm to the service delivery system and/or potential or actual harm to high risk members and other members

6 10 4 10 Maintain a number for member calls for ninety (90) days or until all member grievances and appeals with the Contractor have a final disposition. Maintain a number for provider calls throughout the duration of the contract close out period. Ensure that these numbers and other pertinent contact information/updates are easily accessible on the Contractor's website.

6 11 ADHS may withhold payments due to the Contractor or collect payment from the Contractor's performance bond for non-compliance during the contract close out period

16 Pursuant to Uniform Terms and Conditions, Page six (6) Provision E Contract Changes, 1 Amendments; Special Terms and Conditions, Paragraph, NN, Limitations on Billing and Collection Practices, is hereby revised to add/delete the following language:

Except as provided in Federal and State Law and regulations, the Contractor shall not bill, nor attempt to collect payment directly or through a collection agency from a person who was AHCCCS eligible at the time the covered service(s) were rendered, or from the financially responsible relative or representative for covered services that were paid or could have been paid by the system.
17. Pursuant to Uniform Terms and Conditions, Page six (6) Provision E Contract Changes, 1 Amendments;
Definitions is hereby revised to add/delete the following language:

"Action" means the denial or limited authorization of a requested service, including the type or level of service;
1) The reduction, suspension or termination of a previously authorized service; 2) The denial, in whole or in
part, of payment of service; 3) The failure to provide services in a timely manner; 4) The failure to act within
established timeframes for resolving an appeal or member grievance and providing notice to affected parties;
and 5) The denial of the Title XIX/XXI eligible person's request to obtain services outside the network.

"Acute Care Contractor" means a contracted managed care organization (also known as a health plan) that
provides acute care medical services to AHCCCS members who are Title XIX or Title XXI eligible, and who
do not qualify for another AHCCCS program. Most behavioral health services are carved out and provided
through the Arizona Department of Health Services, Division of Behavioral Health Services (ADHS/BHS)

→ Delete ACYF

"Administrative Services Subcontracts" means an agreement that delegates any of the requirements of
the contract with ADHS, including, but not limited to the following:

a) Claims processing, including pharmacy claims,
b) Credentialing, including those for only primary source verification (i.e. Credential Verification
   Organization),
c) Management Service Agreements;
d) Service Level Agreements with any Division or Subsidiary of a corporate parent owner;
e) DDD acute care and behavioral health subcontractors;
f) ADHS/DBHS subcontracted Tribal/Regional Behavioral Health Authorities and the Integrated
   Regional Behavioral Health Authority
   Providers are not Administrative Services Subcontractors

"Adult Group Above 106% Federal Poverty Level (Adults > 106%)") Adults aged 19-54. without Medicare, with
income above 106% through 133% of the Federal Poverty Level (FPL)

"Adult Group At or Below 106% Federal Poverty Level (Adults <= 106%)") Adults aged 19-54. without
Medicare, with income at or below 106% of the Federal Poverty Level (FPL)

"Agent" means any person who has been delegated the authority to obligate or act on behalf of a provider [42
CFR 455 101]

"Arizona Department of Child Safety" means the department established pursuant to A R S §8-451 to protect
children and to perform the following: 1 Investigate reports of abuse and neglect, 2 Assess, promote and
support the safety of a child in a safe and stable family or other appropriate placement in response to
allegations of abuse or neglect. 3 Work cooperatively with law enforcement regarding reports that include
criminal conduct allegations 4 Without compromising child safety, coordinate services to achieve and
maintain permanency on behalf of the child, strengthen the family and provide prevention, intervention and
treatment services pursuant to this chapter.

"Arizona Department of Health Services Division of Behavioral Health (ADHS/DBHS)" means the state
agency mandated to provide behavioral health services to Title XIX and Title XXI Acute care members who
are eligible for behavioral health services. Services are provided through the ADHS Division of Behavioral
Health and its Contractors
"Bed Hold" means a 24 hour per day unit of service that is authorized by an ALTCS member's case manager or the behavioral health case manager or a subcontractor for an acute care member, which may be billed despite the member's absence from the facility for the purposes of short term hospitalization leave and therapeutic leave. Refer to the Arizona Medicaid State Plan, [42 CFR §§ 447.40 and 483.12], and 9 A.A.C. 28 for more information on the bed hold service and AMPM Chapter 100.

- Delete Behavioral Health Medical Practitioner

"Behavioral Health Paraprofessional" means as specified in R9-10-101, an individual who is not a behavioral health professional who provides behavioral health services at or for a health care institution according to the health care institution's policies and procedures that: a) If the behavioral health services were provided in a setting other than a licensed health care institution, the individual would be required to be licensed as a behavioral professional under A.R.S. Title 32, Chapter 33; and b) Are provided under supervision by a behavioral health professional.

"Behavioral Health Professional" means as specified in R9-10-101, an individual licensed under A.R.S. Title 32, Chapter 33, whose scope of practice allows the individual to:

a) Independently engage in the practice of behavioral health as defined in A.R.S § 32-3251; or
b) Except for a licensed substance abuse technician, engage in the practice of behavioral health as defined in A.R.S. § 32-3251 under direct supervision as defined in A A C R4-6-101;
c) A psychiatrist as defined in A.R.S. § 36-501;
d) A psychologist as defined in A.R.S. § 32-2061;
e) A physician;
f) A registered nurse practitioner licensed as an adult psychiatric and mental health nurse; or

"Behavioral Health Technician" means as specified in R9-10-101, an individual who is not a behavioral health professional who provides behavioral health services at or for a health care institution according to the health care institution's policies and procedures that: a) If the behavioral health services were provided in a setting other than a licensed health care institution, the individual would be required to be licensed as a behavioral professional under A.R.S. Title 32, Chapter 33 and b) Are provided with clinical oversight by a behavioral health professional.

"Case Manager" means an individual as described in Arizona Administrative Code, Title 9, Chapter 21 and Chapter 28, and Title 6, Chapter 6.

"Child and Family Team" means a defined group of people that includes, at a minimum, the child and his/her family, a behavioral health representative, and any individuals important in the child's life and who are identified and invited to participate by the child and family. This may include, for example, teachers, extended family members, friends, family support partners, healthcare providers, coaches, community resource providers, representatives from churches, synagogues or mosques, agents from other service systems like DCS or DDD, etc. The size, scope and intensity of involvement of the team members are determined by the objectives established for the child, the needs of the family in providing for the child, and by which individuals are needed to develop an effective service plan and can therefore expand and contract as necessary to be successful on behalf of the child.
"Children's Rehabilitative Services" (CRS) means an individual who has completed the CRS application process, as delineated in the CRS Policy and Procedures Manual, and has met all applicable criteria to be eligible to receive CRS-related services as defined in A.C.C. R9-22-1401 and A.R.S. § 36-281. A program that provides medical treatment, rehabilitation, and related support services to Title XIX and Title XXI members who have completed the CRS application and have met the eligibility criteria to receive CRS-related services as specified in 9 A.A.C. 22.

"Contract Close-Out Period" means the period after the expiration of the contract, during which the contracted entity must continue to fulfill obligations that survive past the expiration of the contract (see also Uniform Terms and Conditions, G Warranties, 8 Survival of Rights and Obligations after Contract Expiration or Termination).

"Corrective Action Plan" means 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.

"DCS" means the Department of Child Safety.

"Department of Child Safety/Comprehensive Medical and Dental Plan (DCS/CMDP)" means On May 29, 2014 the Department of Child Safety was established pursuant to A.R.S. §8-451. Under the authority of DCS is CMDP, a Contractor that is responsible for the provisions of covered, medically necessary AHCCCS services for children in foster care in Arizona. CMDP previously existed as a department within the Arizona Department of Economic Security (ADES).

"Fiscal Agent" means a Contractor that processes or pays vendor claims on behalf of the Medicaid agency [42 CFR 455 101]

"Grievance or Request for Investigation" For purposes of this section means a member grievance that is filed by a person with Serious Mental Illness (SMI) or other concerned person’s regarding a violation of the person with a SMI rights or a condition requiring an investigation.

"Grievance System" means the Contractor’s program that includes a process for member grievances SMI grievances, appeals, provider claim disputes, and access to the state fair hearing system.

"Medical Practitioner" means a physician, physician assistant or registered nurse practitioner.

"Post Stabilization Care Services" means medically necessary services, related to an emergency medical condition, provided after the member's condition is sufficiently stabilized in order to maintain, improve or resolve the member's condition so that the member could alternatively be safely discharged or transferred to another location [42 CFR 438 114 (a)].

"Potential Enrollee" means a Medicaid eligible recipient who is not yet enrolled with a Contractor [42 CFR 438 10(a)].

"Premium Tax" means the premium tax is equal to the tax imposed pursuant to A.R.S. §36-2905 for all payments made to Contractors for the contract year.

"Prior Period Coverage" means the period of time prior to the member's enrollment, during which a member is eligible for covered services. The timeframe is from the effective date of eligibility to the day a member is enrolled with a Contractor Refer to 9 A.A.C 22 Article 1. If a member made eligible via the Hospital

13
Presumptive Eligibility (HPE) program is subsequently determined eligible for AHCCCS via the full application process, prior period coverage for the member will also be covered by AHCCCS fee for service and the member will be enrolled with the Contractor only on a prospective basis.

“SABG” means Substance Abuse Block Grant, pursuant to Division B. Title XXXIII, Section 3303 of The Children's Health Act of 2000 pursuant to Section 1921–1954 of the Public Health Service Act and 45 CFR Part 96 Interim Final Rules.

“Substance Abuse” means as specified in R9-10-101, an individual's misuse of alcohol or other drug or chemical that: a. Alters the individual's behavior or mental functioning; b. Has the potential to cause the individual to be psychologically or physiologically dependent on alcohol or other drug or chemical; and c. Impairs, reduces, or destroys the individual's social or economic functioning.

“Substance Abuse Adults” means a classification of adults age eighteen and older who have a substance use disorder, have not been determined to have a serious mental illness and are eligible for substance abuse treatment services.

“Title XIX Member” means Title XIX members include those eligible under 1931 provisions of the Social Security Act (previously AFDC), Sixth Omnibus Budget Reconciliation Act (SOBRA), Supplemental Security Income (SSI) or SSI-related groups, Medicare Cost Sharing groups, Adult Group at or below 106% Federal Poverty Level (Adults <= 106%), Adult Group above 106% Federal Poverty Level (Adults > 106%), Breast and Cervical Cancer Treatment program, Title IV-E Foster Care and Adoption Subsidy, Young Adult Transitional Insurance, and Freedom to Work.

- Delete XIX Waiver Member

“Treatment” means a procedure or method to cure, improve, or palliate an individual’s medical condition or behavioral health issue. Refer to R9-10-101.

“Young Adult Transitional Insurance” (YATI) means Transitional medical care individuals age 18 through age 25 who were enrolled in the foster care program under jurisdiction of the Department of Child Safety in Arizona on their 18th birthday.

### 18 Pursuant to Uniform Terms and Conditions, Page six (6) Provision E Contract Changes, 1 Amendments; Acronyms is hereby revised to add/delete the following language

- Delete CPS
- Delete DCYF
- CEO/COO Chief Executive Officer/Chief Operating Officer
- DCS Department of Child Safety
- SABG Substance Abuse Block Grant

### 19 Pursuant to Uniform Terms and Conditions, Page six (6) Provision E Contract Changes, 1 Amendments; Scope of Work, D. Scope of Services Overview is hereby revised to add/delete the following language

1. **Scope of Services Overview:**

   1. Not arbitrarily deny or reduce the amount, duration, or scope of a required behavioral health service solely because of the diagnosis, type of illness, or condition of the member [42 CFR 438.210(a)(3)(ii)]
18 Place appropriate limits on a service on the basis of criteria such as medical necessity, or for utilization control, provided the services furnished can reasonably be expected to achieve their purpose [42 CFR 438.210(a)(1),(3)(i) and (ii) and 42 CFR 438.210 (a)(4)]

20 Pursuant to Uniform Terms and Conditions, Page six (6) Provision E. Contract Changes, 1 Amendments; Scope of Work, E. Contract Requirements, is hereby revised to add/delete the following language

4. Cultural Competency Requirements:
   - Delete 4 33 (Renumber)

5. Eligibility Requirements:

5 1 2 1 3 Substance Abuse Adults (SA) who are adult persons age eighteen (18) and older who have a substance abuse disorder, are a member of a priority population under the Substance Abuse (SABG) Block Grant, or are referred for DUI screening, education and treatment, and have not been determined to have a SMI, subject to available funding and allocated to the Contractor;

5.2 Eligibility Verification:

5 2 2 Access the AHCCCS Prepaid Medical Management Information System (PMMIS) to verify Title XIX/XXI eligibility and AHCCCS Health Plan enrollment information

5 2 5 The Contractor is not responsible for determining eligibility

6. Eligibility and Member Verification Requirements:

6.1 7 Prior Period Coverage: AHCCCS provides Prior Period Coverage for the period of time prior to the Title XIX member's enrollment during which the member is eligible for covered services. Prior Period Coverage refers to the time frame from the effective date of eligibility to the day the member is enrolled with the Contractor. The Contractor receives notification from AHCCCS of the member's enrollment. The Contractor is responsible for payment of all claims for medically necessary behavioral health services and integrated health covered services, provided by the Integrated RBHA, provided to members during Prior Period Coverage. This may include services provided prior to the contract year and in a Geographic Service Area where the Contractor was not contracted at the time of service delivery. AHCCCS Fee-For-Service will be responsible for the payment of claims for prior period coverage for members who are found eligible for AHCCCS initially through hospital presumptive eligibility and later are enrolled with the Contractor. Therefore, for those members, the Contractor is not responsible for Prior Period Coverage.

6.1 8 Members enrolled with the Contractor who are initially found eligible for AHCCCS through Hospital Presumptive Eligibility will receive coverage of services during the prior period through AHCCCS Fee-For-Service. The capitation rates reflect that the Contractor is not
7. Network Requirements:

7.1.1.1 Develop and maintain a network of providers that is sufficient in size, scope and types of providers to deliver all covered behavioral health services and satisfy all the service delivery requirements in this contract, the ADHS/DBHS Policy and Procedures Manual, the ADHS/DBHS Covered Behavioral Health Services Guide, the requirement of the Substance Abuse Block Grant (SABG) and other documents incorporated by reference on Attachment B [42 CFR 438 206].

- Delete (Prevention and Treatment) throughout Contract

7.1.3.9 Member Grievance, SMI grievance and appeal data;

7.1.1.12 Develop and maintain a network with providers co-located at DCS (Department of Child Safety) offices or has another written agreement with DCS, in lieu of co-location;

7.1.2.9 Utilizing multiple data sources to monitor appointment standards, member grievances SMI grievances and appeals, Title XIX/XXI eligibility utilization of services, penetration rates, member satisfaction surveys, demographic data requirements, to assess further network development needs.

7.1.5.5 Issue notice in writing to providers denied from participating in the Contractor’s network, including a reason for the Contractor’s decision [42 CFR 438 12].

7.1.6.2 Quarterly Provider/Network Changes Due to Rates Report and Providers that Diminish Scope of Services or Close their Panel Reports are due on a quarterly basis, ten (10) days after quarter end.

7.1.6.5 Minimum Network Requirements Verification Template, in conformance with ACOM Policy 436.

7.1.6.6 Provider Network Development and Management Plan due July 1st in conformance with ACOM Policy 415, in a format approved by ADHS.

7.1.6.7 Assurance of Network Adequacy and Sufficiency by July 1st signed by the Contractor’s Chief Executive Officer/COO, in accordance with Attachment A of this Contract.

7.1.6.8.1 A narrative analysis that describes the provider network sufficiency for services to Title XIX/XXI and Non-Title XIX/XXI SMI members. The analysis shall utilize multiple data sources to monitor appointment standards, member grievances, SMI grievances and appeals, Title XIX/XXI eligibility utilization of services, penetration rates, member satisfaction surveys, demographic data requirements to assess further network development needs;

7.1.6.9.2 Each Plan shall address regional needs and incorporate region-wide, system of care specific goals and objectives; and
7 1 6 9 3 The Contractor shall align the Plan with ADHS' system of care expansion goals in the ADHS System of Care Plan. The Contractor shall participate in the annual planning process and shall invite family members and other community stakeholders to participate.

9. Training Requirements:

9 1 1 0 Collect and analyze data from care management reviews, medical record reviews, member grievance data, encounter data, utilization data, and grievance and appeal data to identify providers that require additional training or technical assistance.

9 2 Training Periodic Reporting:

- Delete 9 2 3

10. Clinical Service Delivery Requirements:

10.2 Assessment, Service Planning and Service Delivery For General Mental Health:

10 2 1 4 6 Collaborate in accordance with the ADHS policy on Coordination of Care with other Government Entities, by communicating appropriate clinical information, to individuals or entities that are involved in the member's care including primary care providers, schools, child welfare, juvenile or adult probations, ADES/DDD, ADOC, ADJ-C, ADES/RSA, DCS (Department of Child Safety) and other service providers.

10.13 Service Delivery for the Substance Abuse Block Grant (SABG):

10 1 3 5 Require subcontracted providers to screen all individuals receiving services through Arizona Families F.I.R.S.T. for Title XIX/XXI eligibility. Families involved with DCS (Department of Child Safety), who are in need of substance use disorder treatment and are not Title XIX/SSI eligible, can receive services paid for with SABG grant funds.

10.14 Service Delivery For The Mental Health Block Grant (MHBG):

10 1 4 3 Not use MHBG funds to:

10 1 4 3 1 Provide inpatient hospital services;
10 1 4 3 2 Make cash payments to intended recipients of health services;
10 1 4 3 4 Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds;
10 1 4 3 5 Provide financial assistance to any entity other than a public or nonprofit private entity.
10 14 3 6 Provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS.

10 14 3 7 Pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of Level I of the Executive Salary Schedule for the award year; see http://grants.nih.gov/grants/policy/salcap_summary.htm.

10 14 3 8 Purchase treatment services in penal or correctional institutions of the State of Arizona; or

10 14 3 9 Provide acute care or physical health care services including payments of co-pays.

10.15 Crisis Response System:

10 15 8 The Contractor shall develop policies that outline its role and responsibility related to the treatment of individuals who are unable or unwilling to consent to treatment. The policy must be submitted for review. The policy must address:

   a. Involuntary evaluation/petitioning
   b. Court ordered process, including tracking the status of court orders
   c. Execution of court order, and
   d. Judicial review

12. Medical Management Requirements:

12 1 6 Meet regularly with the Acute Care, DES/DDD and CMDP Contractors to improve and address coordination of care issues. Meetings shall occur at least every other month or more frequently if needed to develop process, implement interventions, and discuss outcomes. Care coordination meetings and staffings shall occur at least monthly or more often as necessary to affect change.

The Contractor shall ensure subcontractors implement the following, by January 1, 2015:

   a. Identification of at least 20 high risk/high cost members;
   b. Develop goals for reducing high utilization by these members;
   c. Plan interventions for addressing appropriate and timely care for these identified members; and
   d. Report outcome summaries to ADHS as specified in Attachment A, Contractor Chart of Deliverables.

12 1 19 Require its MM/UM Committee to proactively and regularly review grievance system data to identify outlier members who have filed multiple member grievances, SMI grievances or appeals in the event a particular member is identified as an outlier, Contractor shall coordinate and implement any necessary clinical interventions or service plan revisions. This approach shall further apply, but is not limited, to members who do not meet ADHS criteria for case management as well as members who contact governmental entities for assistance, including AHCCCS.
13. Laboratory Testing Services Requirements:

13.1.3.1 Pass-through billing or other similar activities with the intent to avoid the requirements 13.1.1 and 13.1.2 above is prohibited. The Contractor may not reimburse providers who do not comply with the above requirements. (CLIA of 1988; 42 CFR 493, Subpart A);

14. Physician Incentives Requirements:

14.1.1 Comply with all applicable physician incentive requirements and conditions defined in [42 CFR 417.479] These regulations prohibit physician incentive plans that directly or indirectly make payments to a doctor or a group as an inducement to limit or refuse medically necessary services to a member. The reporting requirements under [42 CFR 417.479] have been suspended. No reporting to CMS is required until the suspension is lifted.

14.1.2 Disclose to ADHS the information on physician incentive plans listed in [42 CFR 417.479(h)(1) through 417.479(i)] upon request from ADHS, AHCCCS or CMS and to AHCCCS members who request them. ADHS shall also review the Payment Reform deliverables required (if applicable), and may request supplemental information from the Contractor in fulfillment of the requirements in [42 CFR 417.479(h)(1) through 417.479(i)].

14.1.3 Not enter into contractual arrangements that place providers at substantial financial risk as defined in [42 CFR 417.479] unless specifically approved in advance by ADHS. In order to obtain approval when the contractual arrangements meet the definition of substantial financial risk, the following must be submitted to ADHS forty-five (45) days prior to the implementation of the contract [42 CFR 438.6(g)]:

14.1.3.1 A complete copy of the subcontract;
14.1.3.2 The type of incentive arrangement
14.1.3.2 A plan for the member satisfaction survey;
14.1.3.3 Details of the stop-loss protection provided;
14.1.3.4 A summary of the compensation arrangement that meets the substantial financial risk definition; and
14.1.3.5 Any other items as requested by ADHS

14.1.4 Any Contractor-selected and/or developed pay for performance initiative that meets the requirements of [42 CFR 417.479] must be approved by ADHS prior to implementation.

14.1.5 The Contractor shall also comply with all physician incentive plan requirements as set forth in [42 CFR 422.208, 422.210 and 438.6(h)]. These regulations apply to contract arrangements with subcontracted entities that provide utilization management services.

16.5 Prevention Services, Suspected Abuse or Neglect:
16.5.1 Document and immediately report all suspected or alleged cases of child abuse or neglect to Tribal Social Services, Department of Child safety, and Adult Protective Services or to a local law enforcement agency, as applicable.

16.9 Prevention Services Periodic Reporting:

16.9.2 An annual Prevention Report, in accordance with Attachment A of this Contract. The plan shall contain four (4) parts; Part 1: Regional Evaluation (1 per GSA), Part 2: Evaluation of workforce capacity (1 per GSA), Part 3: Program Evaluation (1 per program); Part 4: (16.9.8) Evaluation outcomes and supplemental information as requested annually, no later than August 1st to ADHS via the ADHS/DBHS prevention evaluation database.

16.9.4 On an ad hoc basis the description and plan for new prevention programs which commence midyear, sixty (60) days prior to program commencement.

17. Quality Management Requirements:

17.1 Quality Management:

17.1.8 Conduct peer review activities in accordance with the AHCCCS Medical Policy Manual AMPM CH 900 and the ADHS/DBHS QM Plan and Policy. The Contractor shall maintain an active Peer Review Committee that is chaired by the Contractor's CMO. The Contractor shall submit to ADHS, the Coded List of Peer-Reviewed Cases as requested by ADHS.

17.1.18 Credential Verification Organization Contract:

The Arizona Association of Health Plans (AzAHP) has established a contract with a Credential Verification Organization (CVO) that is responsible for receiving completed applications, attestations and primary source verification documents. The CVO is also responsible for conducting annual entity site visits to ensure compliance with AHCCCS requirements. The Contractor must utilize the contracted CVO as part of its credentialing and recredentialing process regardless of membership in the AzAHP. This requirement eases the administrative burden for providers that contract with multiple T/RBHAs, which often results in duplicative submission of information used for credentialing purposes. The Contractor shall follow the AMPM recredentialing timelines for providers that submit their credentialing data and forms to the AzAHP CVO. The Contractor is responsible for completing the credentialing process. The Contractor shall continue to include utilization, performance, member grievance, and quality of care information, as specified in the AMPM, to complete the credentialing or recredentialing files that are brought to the Credentialing Committee for a decision. In addition, the Contractor must also meet the AMPM requirements for provisional/temporary credentialing.

17.2.16 Member Satisfaction Survey: Implement the annual satisfaction survey in conjunction with subcontractors when necessary. The Contractor shall use findings from the Satisfaction Survey in designing quality improvement activities to improve care for members. The Contractor must participate in the delivery and/or results review of member surveys as requested by ADHS. Surveys may include Home and Community Based (HCBS) Member Experience surveys, HEDIS Experience of Care (Consumer Assessment of Healthcare Providers and
Systems–CAHPS) surveys, and/or any other tool that ADHS determines will benefit quality improvement efforts. While not included as an official performance measure, survey findings or performance rates for survey questions may result in the Contractor being required to develop a Corrective Action Plan (CAP) to improve any areas of concern noted by ADHS. Failure to effectively develop or implement ADHS-approved CAPs and drive improvement may result in additional regulatory action.

17.2.1.7 Performance Improvement Projects: Develop, implement and report all ADHS Performance Improvement Projects (PIPS) required by CMS or AHCCCS, including performance improvement protocols or other measures designed to improve the quality of care provided to members as directed by ADHS. The Contractor must ensure that data collected by multiple parties/people for Performance Measures and/or PIP reporting is comparable and that an inter-rater reliability process was used to ensure consistent data collection.

17.2.1.9 Provider Profiling: Develop quarterly provider profiles for each subcontractor to include, at a minimum: performance measures data; member grievances, SMI grievance and appeals data; provider demographics; service utilization data. Contractor shall use provider profiles to develop quality improvement activities, focused reviews, and the peer review and credentialing re-credentialing processes.

17.3 QM Periodic Reporting Requirements:

17.3.1 Quarterly Performance Improvement Reports, including data on all ADHS performance measures; member grievance data and quarterly CAP updates including subcontractor CAPs and sanctions. The Contractor must use the Electronic QM Report template in the ADHS Performance Improvement Specifications Manual for all quarterly Performance Improvement Reports and in accordance with Attachment A of this Contract.

17.3.2 Quality of Care Concern Report; due weekly in accordance with Attachment-A of this Contract.

17.3.3 Monthly Member Grievance/Complaint Logs due fifteen (15) days after month end

- Delete 17.3.12 Enrollee Grievance Report

17.4 Quality Performance:

<table>
<thead>
<tr>
<th>Measure</th>
<th>MPS</th>
<th>Goal</th>
<th>Methodology</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>BH Inpatient Utilization</td>
<td>TBD</td>
<td>TBD</td>
<td>HEDIS - IPU (Inpatient Utilization)</td>
<td>TBD</td>
</tr>
</tbody>
</table>

21
• Delete EPSDT

18. Outreach and Marketing Requirements:

18.2 Outreach and Marketing Materials Approval:

18.2.1 Prior to dissemination, obtain ADHS approval of all member information and general information materials developed by the Contractor. Member information and general information materials include information on the Contractor's website, email messages and voice recorded phone messages delivered to a member's phone, health education, incentives, marketing, outreach, and promotions.

20. Contractor Website Requirements:

20.1.1.8 General customer service information, including information on community resources, making a request for interpreter services and how to file a member grievance, SMI grievance, or an appeal;

21. Coordination with AHCCCS Acute Care Contractors, Primary Care Physicians (PCPs), and other Agency Collaboration Requirements:

21.1 AHCCCS Coordination of Care [42 CFR 438.208(B)(2)]:

21.1.1 Coordinate care with AHCCCS acute care contractors, PCPs, and other state agencies that deliver services to Title XIX/XXI members. For prior period coverage, the AHCCCS acute care contractor is responsible for payment of all claims for medically necessary covered behavioral health services to members with the exception of pre-petition screening and court ordered evaluation services, which are the fiscal responsibility of the County pursuant to ARS §36-545.06. For additional information regarding behavioral health services refer to Title 9 Chapter 22 Articles 2 and 12. Refer to ACOM Policy 437 for clarification regarding financial responsibility for the provision of medically necessary behavioral health services rendered after the completion of a Court-Ordered Evaluation, and ACOM Policy 423 for clarification regarding the financial responsibility for the provision of specific mental health treatment care when such treatment is ordered as a result of a judicial ruling.
2112 The Contractor shall ensure initiation of follow-up activities for individuals for whom a crisis service has been provided as the first service to ensure engagement with ongoing services as clinically indicated.

21132 Gather, review and communicate clinical information requested by PCPs, Acute Care Plan Behavioral Health Coordinators, other treating professionals, and other involved stakeholders including providers under contract with DCS (Department of Child Safety), and ADES/DDD;

21.2 Other Agency Collaboration:

2122.1 Arizona Department of Child Safety (DCS);

22.2 Key Personnel:

22211 Administrator/Chief Executive Officer/Chief Operating Officer (CEO/COO): who resides in Arizona, oversees the entire operation of the Contractor, has the authority to direct and prioritize work, regardless of where performed and has ultimate responsibility for the management of the RBHA and compliance with Federal and State laws and the requirements in this Contract. The CEO/COO shall be available full-time to fulfill the responsibilities of the position which at a minimum shall include contract implementation, compliance with contract requirements and timely responses to ADHS.

22214 Information Systems Administrator: who is responsible for information system management including coordination of the technical aspects of application infrastructure, server and storage needs, reliability and survivability of all data and data exchange elements.

22310 Customer Services Administrator: who has significant experience and expertise in the management of a customer service department and member grievance resolution in health care systems. The Customer Services Administrator is responsible for systems that allow for entry point access to the managed behavioral healthcare delivery system and triage, categorization and documentation of all calls including but not limited to information inquiries, service requests, crisis phone calls, member and SMI grievances, appeals and quality of care issues.

- Delete Information Systems Administrator from this section (renumber)

22317 Corporate Compliance Officer: who has significant experience and expertise in operating compliance programs. The Corporate Compliance Officer is responsible for oversight, administration and implementation of the Contractor's Corporate Compliance Program. The Corporate Compliance Officer chairs Contractor's Corporate Compliance Committee and collaborates with the ADHS Fraud, Waste and Program Abuse program. The Corporate Compliance Officer shall be an on-site management official, available to all employees, with designated and recognized authority to access provider records and make independent referrals to the AHCCCS Office of Program Integrity or other duly authorized enforcement agencies. The Corporate Compliance Officer shall report directly to Contractor's CEO/COO.
22.5 Other Support Staff:

22 5 1 8 Customer service representatives to respond to requests for information and assist with resolution of member grievances in a timely manner as included in the ADHS policy on Member Grievance Resolution.

23. Periodic Reporting Requirements

23.1 Contractor Reports:

23 1 2 1 Timeliness The Contractor shall submit reports or information on or before scheduled due dates. All required reports shall be submitted to the following email address: BHSContractCompliance@azdhs.gov, unless otherwise noted, to ADHS no later than 5:00 p.m. M S T. on the date due. If directed by an ADHS program area to submit a specific report to a location other than BHSContractCompliance@azdhs.gov, the Contractor shall post notification of the submission to BHSContractCompliance@azdhs.gov upon delivery to the alternate location.


24.6 Provision of Technical Assistance

ADHS provision of technical assistance to help the Contractor achieve compliance with any relevant contract terms or subject matter issues does not relieve the Contractor of its obligation to fully comply with any relevant contract term or subject matter issue or any and all other terms in this contract. Furthermore, the Contractor's acceptance of ADHS' offer or actual provision of technical assistance shall not be proffered as a defense or a mitigating factor in a contract enforcement action in which relevant contract terms or contract subject matter is at issue. Should a subcontractor to the RBHA participate in the technical assistance matter, in full or in part, the subcontractor participation does not relieve the RBHA of its contractual duties nor modify the RBHA's contractual obligations.

25. Subcontract Requirements:

25.1 Subcontracts: All subcontracts must reference and require compliance with the Minimum Subcontract Provisions.

25 1 9 4 The Contractor is responsible for ensuring that its subcontractors are notified when modifications are made to the AHCCCS guidelines, policies, and manuals.

25 1 9 5 Include in written agreements with subcontractors that subcontracted providers are subject to ADHS direct collection for Fraud, Waste, and Program Abuse (FWA) overpayments involving ADHS funding, other than Medicaid funding. Subcontracts must specify that such direct collection from ADHS occurs in the event of Contractor's termination or expiration of its contract with ADHS.
25196 Include the following verbatim in every contract in which the Contractor and subcontractor have a capitated arrangement/risk sharing arrangement:

If <the Subcontractor> does not bill <the Contractor>, <the subcontractor’s> encounter data that is required to be submitted to <the Contractor> pursuant to contract is defined for these purposes as a “claim for payment” <The Subcontractor’s> provision of any service results in a “claim for payment” regardless of whether there is any intention of payment. All said claims shall be subject to review under any and all fraud and abuse statutes, rules and regulations, including but not limited to Arizona Revised Statute (A.R.S.) § 36-2918.

25.4 Behavioral Health Provider Minimum Subcontract Provisions:

25412 The method and amount of compensation or other consideration to be received by the subcontractor;

25413 Identification of the population, to include patient capacity to be served by the subcontractor including a description of services covered under the subcontract;

25414 The amount, duration and scope of medical services to be provided, and which compensation will be paid;

25415 The term of the subcontract including beginning and ending dates, methods of extension, termination and renegotiation;

25416 The specific duties of the subcontractor relating to coordination of benefits and determination of third-party liability;

25417 A provision that the subcontractor agrees to identify Medicare and other third-party liability coverage and to seek such Medicare or third party liability payment before submitting claims or encounters to Contractor;

25418 A description of the subcontractor’s patient, medical, dental and cost record keeping system;

25419 Specification that the subcontractor shall cooperate with ADHS’ and Contractor’s quality management programs and requirements and comply with the utilization control and review procedures specified in 42 CFR Part 456, as specified in the AMPM;

254110 A provision stating that a merger, acquisition, reorganization, joint venture or change in ownership or control of a subcontractor that is related to or affiliated with Contractor shall require a Contract amendment and prior approval of ADHS, in accordance with ACOM Policy 317;

254112 A provision that the subcontractor shall be fully responsible for all tax obligations, Worker’s Compensation Insurance, and all other applicable insurance coverage obligations which arise under this subcontract, as stated in Special Terms and Conditions of this contract, for itself and its employees, and that AHCCCS or
ADHS shall have no responsibility or liability for any taxes or insurance coverage;

25 4 1 14 A provision that requires compliance with encounter reporting and claims submission requirements in accordance with the ADHS policy on Submitting Claims and Encounters to the RBHA as described in the subcontract;

25 4 1 16 A provision that requires the subcontractor to assist members in understanding their right to file grievances and appeals in accordance with all ADHS grievance system and member rights policies;

25 4 1 19 A provision to implement ADHS, AHCCCS, or Contractor decisions issued with respect to a member grievance, SMI grievance, member appeal, or claim dispute;

25 4 1 20 A provision that compensation to individuals or entities that conduct utilization management and concurrent review activities is not structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any enrollee [42 CFR 438.210(e)];

25 4 1 25 A provision that indicates that AHCCCS is responsible for enrollment, re-enrollment and dis-enrollment of the covered population;

25 4 1 26 A provision that the subcontractor must obtain any necessary authorizations from the Contractor or AHCCCS for services provided to eligible and/or enrolled members;

25 4 1 27 Provisions that allow the Contractor to suspend, deny, refuse to renew or terminate any subcontractor in accordance with the terms of this Contract and applicable law and regulation;

25 4 1 28 A provision that the subcontractor may provide the member with factual information, but is prohibited from recommending or steering a member in the member's selection of a Contractor;

25 4 1 29 A requirement that the subcontractor shall not arbitrarily deny or reduce the amount, duration, or scope of a required service solely because of the diagnosis, type of illness, or condition of the member [42 CFR 438.210(a)(3)(ii)]

25 4 4 In the event of a modification to the Minimum Subcontract Provisions the Contractor shall issue a notification of the change to its subcontractors within thirty (30) days of the published change and ensure amendment of affected subcontracts. Affected subcontracts shall be amended on their regular renewal schedule or within six (6) calendar months of the update, whichever comes first. See also ACOM Policy 416

25 5 Level I and Behavioral Health Residential Facility Subcontract Provisions:
25.5.1 Require a subcontractor, licensed as a Level I facility or Behavioral Health Residential facility, to accept all referrals from the Contractor and prohibit the subcontractor, from arbitrarily or prematurely denying, suspending, or terminating services to a member [42 CFR 438.210(a)(3)(ii)]

25.6 Prevention Subcontracts:

- Delete 25 6 1

26. General Contract Requirements [42 CFR 438.6(f)]:
Pass-through billing or other similar activities with the intent of avoiding the above requirements are prohibited The Contractor may not reimburse providers who do not comply with the above requirements (CLIA of 1988; 42 CFR 493, Subpart A).

27.1.5 Hospital Presumptive Eligibility: As required under the Affordable Care Act, AHCCCS has established standards for the State’s Hospital Presumptive Eligibility (HPE) program in accordance with federal requirements. Qualified hospitals that elect to participate in the HPE Program will implement a process consistent with AHCCCS standards which determines applicants presumptively eligible for AHCCCS acute care covered services. Persons determined presumptively eligible who have not submitted a full application to AHCCCS will qualify for acute care services from the date the hospital determines the individual to be presumptively eligible through the last day of the month following the month in which the determination of presumptive eligibility was made by the qualified hospital. For persons who apply for presumptive eligibility and who also submit a full application to AHCCCS, coverage of acute care services will begin on the date that the hospital determines the individual to be presumptively eligible and will continue through the date that AHCCCS issues a determination on that application. All persons determined presumptively eligible for AHCCCS will be enrolled with AHCCCS Fee-For-Service for the duration of the HPE eligibility period. If a member made eligible via HPE is subsequently determined eligible for AHCCCS via the full application process, Prior Period Coverage for the member will also be covered by AHCCCS Fee-For-Service, and the member will be enrolled with the Contractor only on a prospective basis. AHCCCS is awaiting Federal approval of its HPE State Plan Amendment and policy and will share more information on the HPE program when it becomes available.

27.1.6 ICD-10 Readiness: In 2009 the Federal government published the final regulation that adopted the ICD-10 code sets as HIPAA standards (45 CFR 162.1002) As HIPAA covered entities, State Medicaid programs must comply with use of the ICD-10 code sets by the deadline established by CMS The compliance date published in the final rule is October 1, 2013. However, in October 2012, the ICD-10 compliance date was amended through a correction of final rule (originally published in September 2012), delaying the effective date to October 1, 2014. In 2014, the compliance effective date was further delayed to October 1, 2015. However, AHCCCS/ADHS is not amending its requirement that the Contractor be ready to implement ICD-10 effective October 1, 2014. The Contractor shall meet all ADHS/AHCCCS deadlines for communication, testing, and implementation planning with ADHS/AHCCCS and providers. Failure to meet deadlines may result in regulatory action.
29. CORPORATE COMPLIANCE PROGRAM REQUIREMENTS:

29.1 CORPORATE COMPLIANCE PROGRAM:

General Requirements:

The Contractor shall be in compliance with [42 CFR 438 608]. The Contractor must have a mandatory Corporate Compliance Program, supported by other administrative procedures including a Corporate Compliance Plan that is designed to guard against fraud, waste, and program abuse.

The Contractor shall have written criteria for selecting a Corporate Compliance Officer and job description clearly outlining the responsibilities and authority of the position. The Contractor's written Corporate Compliance Plan must adhere to Contract and ACOM Policy 103 and must be submitted annually to ADHS/DBHS/BCC as specified in Exhibit-9 Contractor Chart of Deliverables.

29.1.1 The Corporate Compliance program shall be designed to both prevent and detect fraud, waste, and program abuse.

29.1.2 The Corporate Compliance program must include:

29.1.3 Written policies, procedures, and standards of conduct that articulate the organization's commitment to and processes for complying with all applicable Federal and State rules, regulations, guidelines, and standards.

29.1.4 The Corporate Compliance Officer must be an onsite management official who reports directly to the Contractor's top management. Any exceptions must be approved by ADHS/DBHS/BCC.

29.1.5 Effective lines of communication between the Corporate Compliance officer and the Contractor's employees.

29.1.6 Enforcement of standards through well-publicized disciplinary guidelines.

29.1.7 Provision for internal monitoring and auditing, as well as provisions for external monitoring and auditing of subcontractors.

29.1.8 Provision for prompt response to problems detected.

29.1.9 The written designation of a Corporate Compliance Committee who is accountable to the Contractor's top management. The Corporate Compliance Committee which shall be made up of, at a minimum, the Corporate Compliance Officer, a budgetary official and other executive officials with the authority to commit resources. The Corporate Compliance Committee will assist the Corporate Compliance Officer in monitoring, reviewing and assessing the effectiveness of the Corporate Compliance program and timeliness of reporting.

29.1.10 Pursuant to the Deficit Reduction Act of 2005 (DRA), Contractors, as a condition for receiving payments shall establish written policies for employees detailing:

29.1.10.1 The Federal False Claims Act provisions;

29.1.10.2 The administrative remedies for false claims and statements;
29.10.3 Any State laws relating to civil or criminal penalties for false claims and statements; and

29.10.4 The whistleblower protections under such laws

29.11 The Contractor must establish a process for training existing staff and new hires on the Corporate Compliance program and on the items in § above. All training must be conducted in such a manner that can be verified by ADHS/DBHS/BCC.

29.12 The Contractor must notify ADHS/DBHS/BCC, and DBHS Business Information System, as specified in Exhibit-9, Contractor Chart of Deliverables of any CMS compliance issues related to HIPAA transaction and code set complaints or sanctions.

29.13 The Contractor agrees to permit and cooperate with any onsite review. A review by the AHCCCS OIG and/or ADHS/DBHS/BCC may be conducted without notice and for the purpose of ensuring program compliance. The Contractor also agrees to respond to electronic, telephonic or written requests for information within the timeframe specified by AHCCCS-OIG and/or ADHS/DBHS/BCC.

29.14 The Contractor agrees to provide documents, including original documents, to representatives of the ADHS/DBHS/BCC and/or AHCCCS-OIG upon request and at no cost. The ADHS/DBHS/BCC and/or AHCCCS-OIG shall allow a reasonable time for the Contractor to copy the requested documents, not to exceed twenty (20) business days from the date of the ADHS/DBHS/BCC and/or AHCCCS-OIG request.

29.15 Once the Contractor has referred a case of alleged fraud, waste, or program abuse to ADHS/DBHS/BCC, the Contractor shall take no action to recoup or otherwise offset any suspected overpayments, until AHCCCS or ADHS/DBHS/BCC provides written notice to the Contractor of the fraud, waste or program abuse case disposition status. ADHS/DBHS/BCC and AHCCCS-OIG will notify the Contractor when the investigation concludes. If it is determined by ADHS/DBHS/BCC and AHCCCS-OIG to not be a fraud, waste, or program abuse case, the Contractor shall adhere to the applicable ADHS/DBHS/BCC policy manuals for disposition.

29.2 Fraud, Waste and Program Abuse:

The Contractor shall:

29.2.1 In accordance with A.R.S. §36-2918, §36-2932, §36-2905.04 and ACOM Policy 103, the Contractor, its subcontractors and providers are required to immediately upon identification notify ADHS/DBHS/BCC and the AHCCCS Office of Inspector General (AHCCCS-OIG) regarding all allegations of fraud, waste or program abuse involving the AHCCCS Program.

29.2.2 The Contractor shall not conduct any investigation or review of the allegations of fraud, waste, or program abuse involving the AHCCCS Program. All Non-Titled funded allegations should be handled in accordance with the ADHS/DBHS/BCC Operations and Procedures.
Manual Notification to ADHS/DBHS/BCC and AHCCCS-OIG shall be in accordance with ACOM Policy 103 and as specified in Exhibit-9, Contractor Chart of Deliverables.

29.2.3 The Contractor must also report to AHCCCS-OIG, ADHS/DBHS/BQ&I and ADHS/DBHS/BCC, as specified in Exhibit-9, Contractor Chart of Deliverables, any credentialing denials including, but not limited to those which are the result of licensure issues, quality of care concerns, excluded providers, and which are due to alleged fraud, waste or program abuse. In accordance with 42 CFR 455.14, ADHS/DBHS/BCC and AHCCCS-OIG will then conduct a preliminary investigation to determine if there is sufficient basis to warrant a full investigation. [42 CFR 455.17][42 CFR 455 1(a)(1)]

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

29.2.5 The Contractor agrees to permit and cooperate with any onsite review. A review by the AHCCCS-OIG and/or ADHS/DBHS/BCC may be conducted without notice and for the purpose of ensuring program compliance.

29.2.6 The Contractor also agrees to respond to electronic, telephonic or written requests for information within the timeframe specified by AHCCCS-OIG and/or ADHS/DBHS/BCC.

29.2.7 The Contractor agrees to provide documents, including original documents, to representatives of the ADHS/DBHS/BCC and/or AHCCCS-OIG upon request and at no cost. The ADHS/DBHS/BCC and/or AHCCCS-OIG shall allow a reasonable time for the Contractor to copy the requested documents, not to exceed twenty (20) business days from the date of the ADHS/DBHS/BCC and/or AHCCCS-OIG request.

29.2.8 Once the Contractor has referred a case of alleged fraud, waste, or program abuse to ADHS/DBHS/BCC, the Contractor shall take no action to recoup or otherwise offset any suspected overpayments, until AHCCCS or ADHS/DBHS/BCC provides written notice to the Contractor of the fraud, waste or program abuse case disposition status.

29.2.9 ADHS/DBHS/BCC and AHCCCS-OIG will notify the Contractor when the investigation concludes. If it is determined by ADHS/DBHS/BCC and AHCCCS-OIG to not be a fraud, waste, or program abuse case, the Contractor shall adhere to the applicable ADHS/DBHS/BCC policy manuals for disposition.

29.2.10 In addition, the Contractor must furnish to ADHS/DBHS/BCC or AHCCCS, within thirty-five (35) days of receiving a request, full and complete information, pertaining to business transactions 42 CFR 455 105:

29.2.10.1 The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than $25,000 during the 12-month period ending on the date of request; and
29.2.10.2 Any significant business transactions between the Contractor, any subcontractor, and wholly owned supplier, or between the Contractor and any subcontractor during the five year period ending on the date of the request.

29.3 Disclosure of Ownership and Control [42 CFR 455.104 through 106](SMDL09-001):

29.3.1 The Contractor must obtain the following information regarding ownership and control [42 CFR 455.106]:

29.3.2 The Name, Address, Date of Birth and Social Security Numbers of any individual with an ownership or control interest in the Contractor.

29.3.3 The Name, Address, and Tax Identification Number of any corporation with an ownership or control interest in the Contractor. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.

29.3.4 Whether the person (individual or corporation) with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor of the Contractor has a 5% or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling.

29.3.5 The name of any other disclosing entity as defined in [42 CFR 455.101] in which an owner of the Contractor has an ownership or control interest.

29.3.6 The Name, Address, Date of Birth and Social Security Number of any agent and managing employee (including Key Personal as noted in Section 22.2) of the Contractor as defined in [42 CFR 455.101].

29.3.7 The Contractor shall also, with regard to its fiscal agents, obtain the following information regarding ownership and control [42 CFR 455.104]:

29.3.8 The Name, Address, Date of Birth and Social Security Numbers of any individual with an ownership or control interest in fiscal agent.

29.3.9 The Name, Address and Tax Identification Number of any corporation with an ownership or control interest in the fiscal agent. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.

29.3.10 Whether the person (individual or corporation) with an ownership or control interest in the fiscal agent is related to another person with ownership or control interest in the fiscal agent as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor of the fiscal agent has a 5% or more interest is related to another person with ownership or control interest in the fiscal agent as a spouse, parent, child, or sibling.
29.3.11 The name of any other disclosing entity as defined in [42 CFR 455.101] in which an owner of
the fiscal agent has an ownership or control interest.

29.3.12 The Name, Address, Date of Birth and Social Security Number of any agent and managing
employee of the fiscal agent as defined in [42 CFR 455.101].

29.3.13 The Contractor shall provide the above-listed information to ADHS/DBHS/BCC and AHCCCS
at any of the following times:

29.3.13.1 Upon the Contractor submitting the proposal in accordance with the State’s
procurement process;

29.3.13.2 Upon the Contractor executing the contract with the State;

29.3.13.3 Upon renewal or extension of the contract;

29.3.13.4 Within thirty-five (35) days after any change in ownership of the Contractor; and

29.3.13.5 Upon request by ADHS/DBHS/BCC.

29.4 Disclosure of Information on Persons Convicted of Crimes [42 CFR 455.101 through 106; 436]
[SMDL09-001]:

The Contractor must do the following:

29.4.1 Confirm the identity and determine the exclusion status of any person with an ownership or
control interest in the Contractor, and any person who is an agent or managing employee of
the Contractor (including Key Personnel as noted in Section 22.2), through routine checks of
Federal databases; and

29.4.2 Disclose the identity of any of these excluded persons, including those who have ever been
convicted of a criminal offense related to that person’s involvement in any program under
Medicare, Medicaid, or the Title XX services program since the inception of those programs.

29.4.3 The Contractor shall, on a monthly basis, confirm the identity and determine the exclusion
status through routine checks of:

29.4.3.1 The List of Excluded Individuals/Entities (LEIE)

29.4.3.2 The System for Award Management (SAM) formerly known as the Excluded
Parties List System (EPLS)

29.4.3.3 Any other databases directed by ADHS/DBHS/BCC or AHCCCS.

29.4.4 The Contractor shall also, with regard to its fiscal agents, identify, obtain and report the above
information on persons convicted of crimes [42 CFR 455.101 through 106; 436] [SMDL09-
001].

29.4.5 The results of the Disclosure of Ownership and Control and the Disclosure of Information
on Persons Convicted of Crimes shall be held by the Contractor. The Contractor shall
submit an annual attestation as specified in Attachment A, Contractor Chart of Deliverables, that the information has been obtained and verified by the Contractor, or upon request, provide this information to ADHS/DBHS/BCC Refer to ACOM Policy 103 for further information.

2946  The Contractor must immediately notify ADHS/DBHS/BCC and AHCCCS-OIG of any person who has been excluded through these checks in accordance with the [42 CFR 455 106 (2)(b)] and as specified in Attachment-A, Contractor Chart of Deliverables.

2947  The Contractor shall require Administrative Services Subcontractors adhere to the requirements outlined above regarding Disclosure of Ownership and Control and Disclosure of Information on Persons Convicted of Crimes as outlined in [42 CFR 455 101 through 106], [42 CFR 436 and SMDLO9-001] Administrative Services Subcontractors shall disclose to ADHS/DBHS/BCC and AHCCCS-OIG the identity of any excluded person

2948  In the event that AHCCCS-OIG, either through a civil monetary penalty or assessment, a global civil settlement or judgment, or any other form of civil action, including recovery of an overpayment, receives a monetary recovery from an entity, the entirety of such monetary recovery belongs exclusively to AHCCCS and the Contractor has no claim to any portion of this recovery. Furthermore, the Contractor is fully subrogated to AHCCCS for all civil recoveries

2949  In accordance with Section 1128A(a)(6) of the Social Security Act; and [42 CFR section 1003 102(a)(2)(3)] civil monetary penalties may be imposed against the Contractor, its subcontractors or providers who employ or enter into contracts with excluded individuals or entities to provide items or services to Medicaid recipients

29.7 False Claims Act:

297.1  The Contractor must require, through documented policies and subsequent contract amendments, that subcontractors and providers train their staff on the following aspects of the Federal False Claims Act provisions 31 U.S.C. §§ 3729-3733, provisions, including the following:

  * Delete 29.6.2

30. Management Information Systems (MIS) Requirements

30.1 MIS Standards and Performance Criteria:

30.1.1  Establish and maintain a Management Information System that allows Contractor and its subcontractors to collect, analyze, integrate, and report data. At a minimum Contractor's MIS shall process information on: service utilization, provider claim disputes, and appeals, member and SMI grievances and appeals and meet ADHS data processing and interface requirements in accordance with this Contract and in the documents incorporated by reference including the: CIS File Layout and Specifications Manual, ADHS Office of Program Support Operations and Procedures Manual, ADHS/DBHS Policy and Procedures Manual;
31.4 Method of Payment and Capitation Recoupment:

31.4.1.7 Make a capitation rate adjustment, if applicable, to approximate the cost associated with the Health Insurer Assessment Fee (HIF), subject to the receipt of documentation from the Contractor regarding the amount of the Contractor's liability for the HIF Section 9010 of the Patient Protection and Affordable Care Act (ACA) requires that the Contractor, if applicable, pay the HIF annually beginning in 2014 based on its respective market share of premium revenues from the preceding year. The cost of the Assessment Fee will include both the Assessment Fee itself and the corporate income tax liability the Contractor incurs related to the Assessment Fee.

31.4.2.1 Submit a copy of its entity’s Form 8963, Report of Health Insurance Provider Information, filed with the IRS to report net premium along with its final fee estimate. In addition, the Contractor shall complete and submit the Health Insurer Fee Liability Reporting Template. Both documents are due to ADHS by September 15th of each fee year. Refer to AHCCCS’ ACOM Policy 320, Attachment A, for a copy of the Health Insurer Fee Liability Reporting Template. For additional information, refer to AHCCCS’ ACOM Policy 320.

31.4.2.2 Submit the details of any proposed purchased reinsurance to ADHS prior to its projected effective date.

31.4.5 Recoupments:

ADHS shall:

31.4.5.2 Recoup fraud, waste and abuse provider collections through a reduction of RBHA monthly payments regardless of the RBHA’s payment arrangement with the applicable provider or subcontractor.

31.4.6 Advancement, Distributions, Loans, and Investments of Funds by the Contractor:

31.4.6.2 Advance, invest in or loan funds to a related party, affiliate or subcontractor; or

31.4.7.6 Develop and maintain fiscal controls in accordance with authorized activities of the Federal Block Grants and other Federal Grant funds, this Contract, and the ADHS policy on Special Populations, and ADHS’ accounting, auditing, and financial reporting procedures.

31.4.7.11 Not expend Federal Block Grant funds to:

1. deliver inpatient hospital services;
2. make cash payments to intended recipients of health services;
3. purchase or improve land, purchase, construct, or permanently improve, except for minor remodeling, any building or other facility;
CONTRACT AMENDMENT
NAR BhA

Contract No: HP032097-002 Amendment No 28

4 purchase major medical equipment;
5 satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds;
6 provide financial assistance to any entity other than a public or non-profit private entity;
7 provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS;
8 provide acute care or physical health care services including payments of co-pays

33. Medicare Services and Cost Sharing Requirements:

33.1 Pay for Medicare cost-sharing expenses for covered behavioral health services delivered to dual eligible members in accordance with R9-29-301 and R9-29-302 and ACOM Policy 201

33.2 Comply with the cost-sharing responsibilities that apply to dual eligible members in accordance with Policy 201 Medicare Cost Sharing for Members Covered by Medicare and Medicaid in the AHCCCS Contractor Operations Manual (ACOM)

34. Provider Claims Time Limits Requirements:

34.5 A claim for an authorized service submitted by a licensed skilled nursing facility, alternative residential setting or other home and community based provider shall be adjudicated within thirty (30) calendar days after receipt by the Contractor. Any clean claim for an authorized service provided to a member that is not paid within thirty (30) calendar days after the claim is received accrues interest at the rate of one per cent per month from the date the claim is submitted. The interest is prorated on a daily basis and must be paid by the Contractor at the time the clean claim is paid (A.R.S. §36-2843 D)

See ACOM Policy 203 for additional information regarding requirements for the adjudication and payment of claims and encounters by a subcontractor

35.2 Claims Payment Encounter Reporting:

35.2.12 Payment Modernization Initiative – E-prescribing:

E-prescribing is an effective tool to improve members' health outcomes and reduce costs as delineated in ACOM 321. Benefits afforded by the electronic transmission of prescription-related information include, but are not limited to: reduced medication errors, reductions of drug and allergy interactions and therapeutic duplication, and increased prescription accuracy. AHCCCS and ADHS encourage increased utilization of e-prescribing and, effective October 1, 2014 will require the Contractor to participate in an e-prescribing initiative as delineated by AHCCCS.

35.13 Contractor User Registration and Access To ADHS And AHCCCS Systems:

35.13.1 Identify staff that will utilize the PMMIS system, the SMI Grievance and Appeals database, the ADHS/DBHS FTP Server, the ADHS/DBHS Client Information System and all other
ADHS systems that require user registration and monitoring of continued access and discontinuation of access rights of Contractor staff

35 13 3 Notify ADHS/DBHS within twenty-four (24) hours of staff's termination to discontinue user access rights for the terminated employee

35 13 4 Oversee subcontractors that are accessing ADHS systems, including oversight of subcontractor user registration, access rights, and discontinuation of access rights

35 15 Electronic Transactions and Recoupments:

35 15 7 The Contractor is required to reimburse providers for previously denied or recouped claims if the provider was subsequently denied payment by the primary insurer based on timely filing limits or lack of prior authorization and the member failed to initially disclose additional insurance coverage other than (AHCCCS) Medicaid, provided that the provider made an initial timely claim to the Contractor.

35 15 8 The provider shall have ninety (90) days from the date they become aware that payment will not be made to submit a new claim to the Contractor which includes the documentation from the primary insurer that payment will not be made. Documentation includes but is not limited to any of the following items establishing that the primary insurer has or would deny payment based on timely filing limits or lack of prior authorization; an EOB, or policy or procedure

38.1.3 Member Handbooks:

38 1 3 8 15 Specific information for members to have questions answered, problems resolved, and member grievances addressed, including telephone numbers for member advocates, subcontractor member services, ADHS customer service and AHCCCS;

41. Customer Service Requirements:

41.1 Member Grievances, Serious Mental Illness Grievances, Member Appeals, and Provider Claim Disputes:

41 1 1 1 Inform members, subcontractors or providers of grievance and appeal rights and how to exercise those rights, including access to the applicable member grievance, SMI grievance, member appeals, and provider claim dispute processes in the ADHS policies on; Title XIX/XXI Notice and Appeal Requirements, Special Assistance for Persons Determined to Have a Serious Mental Illness, Notice and Appeal Requirements (SMI and Non-SMI/Non-Title XIX/XXI), Member Grievance Resolution, and Provider Claim Disputes.

41 1 1 3 Have a sufficient number of qualified personnel to implement and maintain the member grievance, grievance by a person with a SMI, member appeals, and provider claim dispute processes
41.1.6 Not delegate or subcontract the administration of processes for member grievances, grievances by a person with a SMI, member appeals, or provider claim disputes functions.

41.1.8 Cooperate when ADHS, at its discretion, decides to participate in or review any member grievance, grievance by a person with a SMI, member appeal, or provider claim dispute and shall implement ADHS' decisions pending the formal resolution of the issue.

41.1.10 Designate a specific person to be responsible for collaborating with ADHS to address concerns and resolve issues in a manner consistent with the best clinical interests of the member and ADHS obligations and responsibilities for oversight when concerns related to member grievances, SMI grievances, member appeals or provider claims disputes are communicated to the Contractor’s executive team, the ADHS senior management team, AHCCCS leadership, government officials or legislators, or the media.

41.1.2 Member Grievances

41.2.1 Have processes in compliance with all applicable Federal and State laws, the ADHS/DBHS Policy and Procedures Manual, the ADHS policy on Notice Requirements and Appeal Process for Title XIX and Title XXI Eligible Populations, and this Contract, that address member grievances, SMI grievances, member appeals, and provider claims disputes.

41.2.2 Develop and maintain a dedicated member grievance process that is easily accessible to member’s providers and other stakeholders and is operated within the Contractor’s customer service department.

41.2.4 Not use its member grievance process or otherwise prohibit or interfere with a member’s or provider’s right to use formal due process resolution processes.

41.6 Member Grievances, Serious Mental Illness Grievances, Member Appeals, and Provider Claim Disputes Periodic Reporting Requirements

41.6.2 Quarterly reports, in a format acceptable to ADHS, to ADHS and the Contractor’s QM Committee of SMI grievance, member appeal, and provider claims dispute trends due as specified in Attachment A- Deliverables.

41.6.4 On an Ad hoc basis, upon ADHS request, the Contractor's response to member grievances and response to problem resolution.

42. Advance Directive Requirements

42.1 Advance Directives:

42.1.2.3 The member’s right to file a member grievance.
21. Pursuant to Uniform Terms and Conditions, Page six (6) Provision E Contract Changes, 1 Amendments; Deliverables is hereby revised to add/delete the following language

F. DELIVERABLES

- Deleted deliverables are not shown (see tracked version)

<table>
<thead>
<tr>
<th></th>
<th>System of Care</th>
<th>System of Care Plan Status Update Report</th>
<th>Contract</th>
<th>Quarterly</th>
<th>Ten (10) days after quarter end</th>
<th><a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>System of Care</td>
<td>System of Care Plan</td>
<td>Contract</td>
<td>Annually</td>
<td>Thirty (30) days after ADHS approved plan</td>
<td><a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></td>
</tr>
<tr>
<td>5</td>
<td>System of Care</td>
<td>Hospital Hold Report</td>
<td>Contract</td>
<td>Monthly</td>
<td>10th of each month for the prior month</td>
<td><a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></td>
</tr>
<tr>
<td>6</td>
<td>Network</td>
<td>Minimum Network Requirements Verification Template</td>
<td>Network; ACOM Policy 436</td>
<td>Quarterly</td>
<td>Ten (10) days after quarter end</td>
<td><a href="mailto:networkmanagement@azdhs.gov">networkmanagement@azdhs.gov</a></td>
</tr>
<tr>
<td>7</td>
<td>System of Care</td>
<td>Community Collaborative Care Teams (CCCT) Report</td>
<td>Contract AHCCCS AMPM Chapter 570</td>
<td>Monthly</td>
<td>15th day of each month</td>
<td><a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></td>
</tr>
<tr>
<td>32</td>
<td>SABG</td>
<td>SABG Wait list Report</td>
<td>System of Care</td>
<td>Quarterly</td>
<td>Sixty (60) days after quarter end</td>
<td><a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></td>
</tr>
<tr>
<td>51</td>
<td>Medical Management</td>
<td>High Risk/High Cost Coordination Summary</td>
<td>Contract; BQ&amp;I Specifications Manual</td>
<td>Semi-Annual</td>
<td>January 1st July 1st</td>
<td><a href="mailto:ROI_Deliverables@azdhs.gov">ROI_Deliverables@azdhs.gov</a> &amp; <a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></td>
</tr>
<tr>
<td>No.</td>
<td>Department/Section</td>
<td>Description</td>
<td>Frequency</td>
<td>Due Date</td>
<td>Responsible Officer</td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>-----------------------------</td>
<td>---------------------------------------------------</td>
<td>-------------</td>
<td>---------------------------</td>
<td>------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>Prevention Services</td>
<td>Prevention Report</td>
<td>Contract</td>
<td>Annually</td>
<td>November 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>Prevention Services</td>
<td>Description and plan for new prevention programs</td>
<td>Contract</td>
<td>Ad Hoc</td>
<td>Sixty (60) days prior to program commencement</td>
<td></td>
</tr>
<tr>
<td>63</td>
<td>Quality Management</td>
<td>Member Grievance/Complaint Logs</td>
<td>Contract; BQ&amp;I Specifications Manual</td>
<td>Monthly</td>
<td>Fifteen (15) days after month end</td>
<td></td>
</tr>
<tr>
<td>70</td>
<td>Quality Management</td>
<td>Quality of Care Concerns (QOC) opened report</td>
<td>Contract; BHSQMO</td>
<td>Weekly</td>
<td>Weekly on Wednesday</td>
<td></td>
</tr>
<tr>
<td>71</td>
<td>Quality Management</td>
<td>Incidents, Accidents and Deaths Reports for Behavioral Health Members</td>
<td>Contract; ADHS/DBHS Policy and Procedures Manual</td>
<td>Weekly</td>
<td>Weekly as per ADHS/DBHS/ BQ&amp;I direction</td>
<td></td>
</tr>
<tr>
<td>74</td>
<td>Quality Management</td>
<td>Coded List of Peer-reviewed Cases including Attestation of Submission Form sent to Contract Compliance</td>
<td>BQ&amp;I</td>
<td>Quarterly</td>
<td>Thirty (30) days after quarter end</td>
<td></td>
</tr>
<tr>
<td>76</td>
<td>Quality Management</td>
<td>Credentialing and Re-credentialing Denials</td>
<td>BQ&amp;I Specifications Manual</td>
<td>Ad Hoc</td>
<td>Within One (1) Business day</td>
<td></td>
</tr>
<tr>
<td>82</td>
<td>Bureau of Compliance</td>
<td>Fully executed originals of all subcontracts</td>
<td>Contract</td>
<td>Ad Hoc</td>
<td>Within two (2) days of ADHS request</td>
<td></td>
</tr>
<tr>
<td>83</td>
<td>Bureau of Compliance</td>
<td>Copies of all provider subcontract Templates</td>
<td>Contract</td>
<td>Ad Hoc</td>
<td>Within twenty-four (24) hours of ADHS request</td>
<td></td>
</tr>
<tr>
<td>84</td>
<td>Bureau of Compliance</td>
<td>Complete and Valid Certificate of Insurance, Copies of all ACORD Certificate(s)</td>
<td>Contract</td>
<td>Ad Hoc</td>
<td>Upon request, copies of all Subcontractor Insurance Certificates</td>
<td></td>
</tr>
<tr>
<td>85</td>
<td>Bureau of Compliance</td>
<td>Physician Incentives: Contractual</td>
<td>Contract</td>
<td>Ad Hoc</td>
<td>Forty-five (45) days prior to</td>
<td></td>
</tr>
<tr>
<td>Contract No: HP032097-002</td>
<td>Amendment No 28</td>
<td>PROCUREMENT OFFICER:</td>
<td>Elena Beeman</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------</td>
<td>----------------</td>
<td>---------------------</td>
<td>---------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>91</strong> Corporate Compliance</td>
<td>Reporting incidents of Suspected Fraud, Waste and/or Program Abuse</td>
<td>Contract, ADHS/DBHS Policy and Procedures Manual &amp; ADHS/BCC Operations and Procedures Manual</td>
<td>Ad Hoc</td>
<td>Immediately upon identification</td>
<td><a href="mailto:reportfraud@azdhs.gov">reportfraud@azdhs.gov</a></td>
<td></td>
</tr>
<tr>
<td><strong>94</strong> Corporate Compliance</td>
<td>Exclusions Identified Regarding Persons Convicted of a Crime</td>
<td>Contract</td>
<td>Ad Hoc</td>
<td>Immediately upon identification</td>
<td>BCC SharePoint site &amp; <a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></td>
<td></td>
</tr>
<tr>
<td><strong>95</strong> Corporate Compliance</td>
<td>Corporate Compliance Ride-along Program (Data Validation Review Schedule for current quarter)</td>
<td>Contract, ADHS/BCC Operations and Procedures Manual</td>
<td>Quarterly &amp; Ad Hoc</td>
<td>October 5th</td>
<td>BCC SharePoint site &amp; <a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></td>
<td></td>
</tr>
<tr>
<td><strong>96</strong> Corporate Compliance</td>
<td>Corporate Compliance: CMS Compliance Issues Related to HIPAA Transaction and Code Set Complaints or Sanction</td>
<td>Business Information Systems</td>
<td>Ad Hoc</td>
<td>Immediately upon discovery</td>
<td><a href="mailto:nps@azdhs.gov">nps@azdhs.gov</a></td>
<td></td>
</tr>
<tr>
<td><strong>99</strong> Finance</td>
<td>Medicare Report</td>
<td>Contract, Financial Reporting Guide</td>
<td>Quarterly</td>
<td>Sixty (60) days after quarter end</td>
<td><a href="mailto:BHSOFR@azdhs.gov">BHSOFR@azdhs.gov</a></td>
<td></td>
</tr>
<tr>
<td><strong>100</strong> Finance</td>
<td>Summary of Activities: Advances, Loans, and Investments</td>
<td>Contract, Financial Reporting Guide</td>
<td>Quarterly</td>
<td>Ten (10) days after quarter end</td>
<td><a href="mailto:BHSOFR@azdhs.gov">BHSOFR@azdhs.gov</a></td>
<td></td>
</tr>
<tr>
<td><strong>106</strong> Finance</td>
<td>Form 8963 Report of Health Insurance Provider Information and Health Insurer Fee Liability Reporting Template</td>
<td>Contract Financial Reporting Guide</td>
<td>Annually</td>
<td>September 15th</td>
<td><a href="mailto:BHSOFR@azdhs.gov">BHSOFR@azdhs.gov</a> &amp; <a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></td>
<td></td>
</tr>
<tr>
<td><strong>117</strong> Encounter Submission</td>
<td>Contractor's CEO/COO or CFO's written Attestation</td>
<td>Contract</td>
<td>Ad Hoc</td>
<td>With each data encounter submission</td>
<td><a href="mailto:ops@azdhs.gov">ops@azdhs.gov</a> &amp; <a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></td>
<td></td>
</tr>
</tbody>
</table>
### Contract Amendment

**NARBHA**

<table>
<thead>
<tr>
<th>Contract No: HP032097-002</th>
<th>Amendment No 28</th>
<th>Procurement Officer: Elena Beeman</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>118</strong> Business Information System</td>
<td>Corporate Compliance: CMS Compliance Issues Related to HIPAA Transaction and Code Set Compliance or Sanction</td>
<td>Contract</td>
</tr>
<tr>
<td><strong>119</strong> Business Information System</td>
<td>Encounter Related Training</td>
<td>OPS Manual Business Information Systems</td>
</tr>
<tr>
<td><strong>126</strong> Customer Service</td>
<td>Contractors Response to member grievances (response to problem resolution)</td>
<td>Contract ADHS/DBHS Policy and Procedures Manual</td>
</tr>
<tr>
<td><strong>127</strong> Customer Service</td>
<td>Grievance System Report</td>
<td>Contract</td>
</tr>
</tbody>
</table>

22. Pursuant to Uniform Terms and Conditions, Page six (6) Provision E Contract Changes, 1. Amendments; Document Listing, is hereby revised to add/delete the following language:

**A. DOCUMENT LISTING**

- Delete #11

  156 The Unique Behavioral Health Service Needs of Children, Youth and Families involved with (DCS) Department of Child Safety (formerly known as CPS)

22 ADHS Network Plan Template