Intergovernmental Agreement (IGA)

Contract No. ADHS 12-026023

Project Title: Tribal Regional Behavioral Health Services

Begin Date: July 1, 2012

Termination Date: June 30, 2017

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Tribe represents that it has authority to contract for the performance of the services provided herein pursuant to:

- Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Agreement, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: Yes:

Federal Employer Identification No.: 86-0092030

Tax License No.: 

Tribe Name: White Mountain Apache Tribe

Address: P. O. Box 700, Whiteriver, AZ 85941

TRIBE SIGNATURE:
The Tribe agrees to perform all the services set forth in the Agreement and Work Statement. In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Tribe hereby certifies that the Tribe does not have sand-based business operations in Sudan or Iran.

Signature of Person Authorized to Sign: 

Date: 08-01-12

Ronnier Lupe, Tribal Chairman

Print Name and Title:

TRIBAL ATTORNEY SIGNATURE:
Pursuant to A.R.S. § 11-952, the undersigned Tribe's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona to such Tribe.

Signature of Person Authorized to Sign: 

Date: 08-01-12

Print Name and Title:

Richard J. Palmer, Jr., Tribal Attorney

Attorney General Contract, No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, by:

Signature: 

Date: 8-27-12

Assistant Attorney General: Kevin Ray

FOR CLARIFICATION, CONTACT:

Name: 

Phone: 

FAX No: 

This Agreement shall henceforth be referred to as Agreement No. ADHS 12-026023. The Tribe is hereby cautioned not to commence any billable work or provide any material, service or construction under this Agreement until Tribe receives a fully executed copy of the Agreement.

State of Arizona

Signed this 30 day of August, 2012

[Signature]

Procurement Officer

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.
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White Mountain Apache Behavioral Health Services IGA
ADHS 12-026023

Scope of Work

A. BACKGROUND AND PURPOSE

The Arizona Department of Health Services, Division of Behavioral Health Services (ADHS/DBHS) through its contract with Arizona Health Care Cost Containment System (AHCCCS) is authorized to provide coordination, planning, administration, regulation and monitoring of the state public behavioral health system.

The State of Arizona through the ADHS/DBHS acknowledges the need to form a partnership with the White Mountain Apache Tribe (the "Tribe" or "WMAT"), through the Apache Behavioral Health Services ("ABHS"), a Tribal entity of the WMAT authorized to implement this Intergovernmental Agreement, to meet the behavioral health needs of tribal members. The State recognizes the sovereign right of the WMAT through its tribal entity, the ABHS, to determine the applicability of and the extent to which its tribal values and belief systems will be incorporated into the behavioral health services it provides.

This Intergovernmental Agreement (IGA) also values the collective efforts to build a partnership, which reiterates the commitment to the government-to-government relationship that exists between the State of Arizona and the WMAT. The development and implementation of the IGA is in recognition of this special relationship. The State of Arizona recognizes the right of tribal governments to self-govern and supports tribal sovereignty and self-determination.

Apache Behavioral Health Services (ABHS) is responsible for the operation and coordination of the behavioral health service delivery network, including contracting and payment for a full range of behavioral health care and prevention services to children, adults and families with serious mental illness, adults with substance abuse/dependence and general mental health disorders and monitoring and improving the effectiveness of services.

1. Purpose

The White Mountain Apache Tribe (WMAT), a federally recognized Indian tribal government, is duly authorized to execute and administer agreements under Article IV, section 1.b. of the Constitution of the White Mountain Apache Tribe and the Tribal Council. The Arizona Department of Health Services (ADHS/DBHS) shall, unless directed otherwise by the Tribe, provide any payments due hereunder and any notices regarding material breaches, Agreement performance issues, funding issues, Agreement Amendments, disputes or complaints of any sort, directly to the Tribe.

a. WHEREAS ADHS/DBHS is duly authorized to execute and administer agreements under Arizona Revised Statutes Sections 36-104, 36-3401 et seq; and;

b. WHEREAS the Tribe is duly authorized to execute and administer agreements under Article IV, section 1.b. of the Constitution of the White Mountain Apache Tribe and the Tribal Council.

c. WHEREAS ADHS/DBHS and the Tribe are authorized by A.R.S. § 36-104, 36-3401 et seq. and the Tribe's governing laws to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary to the public health, safety and welfare, and the proprietary functions of such public agencies;

d. WHEREAS, ADHS/DBHS and the Tribe endeavor to provide accessible, timely behavioral health services tailored to the person and family in accordance with
best practices, provided in the most appropriate setting, designed in collaboration with the person, family and others to achieve functional outcomes; and;

e. WHEREAS ADHS/DBHS desires that the Tribe provide behavioral health services and the Tribe has agreed to provide behavioral health services pursuant to the appropriate terms and conditions contained herein, and within funds provided;

f. THEREFORE ADHS/DBHS and the Tribe agree as follows:

2. The Arizona Department of Health Services/Division of Behavioral Health Services (ADHS/DBHS) administers behavioral health programs and services for children and adults and their families. ADHS/DBHS is responsible for administering behavioral health services for several populations funded through various sources.

a. The State Medicaid agency, Arizona Health Care Cost Containment System (AHCCCS), contracts with ADHS/DBHS to administer the behavioral health benefit for Title XIX and Title XXI children and adult acute care members. Additionally, Department of Economic Security (DES) contracts with ADHS/DBHS to administer the behavioral health benefit for Developmentally Disabled Arizona Long Term Care System (DD ALTCS) eligible members.

b. State law requires ADHS/DBHS to administer community based treatment services for adults who have been determined to have a serious mental illness (SMI).

c. ADHS/DBHS administers behavioral health services funded through federal block grants from the Substance Abuse and Mental Health Services Administration (SAMHSA). The federal block grants include the:

   1) Substance Abuse Prevention and Treatment (SAPT) Block Grant and;

   2) Community Mental Health Services (CMHS) Block Grant.

d. ADHS/DBHS administers other federal, state and locally funded behavioral health services.

3. Throughout the state, ADHS/DBHS contracts with organizations to administer integrated managed care delivery systems in specified service areas including tribal communities. Organizations that are contracted with the state to administer these behavioral health delivery systems are referred to as Regional Behavioral Health Authorities (RBHA). ADHS/DBHS also enters into intergovernmental agreements with tribal government entities to administer designated behavioral health services, which are referred to as Tribal Regional Behavioral Health Authority (TRBHA).

4. ADHS/DBHS requires the Tribe, through Apache Behavioral Health Services (ABHS) to administer a managed care behavioral health delivery system that shall provide services that are individual and family centered and culturally relevant that result in improved functioning,

   a. Reduced symptoms stemming from behavioral health problems, and

   b. Improved quality of life for families and individuals.

5. ABHS shall be proactive and innovative in organizing and administering a behavioral health delivery system that meets the behavioral health service needs of individuals and
families. As new information and knowledge is obtained, ABHS shall adjust operations to be responsive to the needs of the individuals and families being served.

6. ABHS’ use of managed care practices shall be applied in a manner that results in individuals and families accessing and receiving behavioral health services that are individual and family centered.

7. ABHS will operate in partnership with ADHS/DBHS and other stakeholders to ensure that operations are effective and efficient and result in the delivery of effective behavioral health services. ABHG shall have processes that solicit routine input from the community being served including, but not limited to, input from persons and family members receiving services to inform ABHS about how to better organize its operations and how to improve the behavioral health delivery system.

8. Arizona System Principles

ABHS shall organize its operations to ensure that the behavioral health delivery system operates in accordance with the following System Principles.

   a. Easy Access to Care

      1) Accurate information is readily available that informs behavioral health recipients, family members and stakeholders how to access services.
      2) The behavioral health network is organized in a manner that allows for easy access to behavioral health services.
      3) Services are delivered in a manner, location and timeframe that meet the needs of behavioral health recipients and their families.

   b. Behavioral Health Recipient and Family Member Involvement

      1) Behavioral health recipients and family members are active participants in behavioral health delivery system design, prioritization of behavioral health resources and planning for and evaluating the services provided to them.
      2) Behavioral health recipients, family members and other parties involved in the person’s and family’s lives are central and active participants in the assessment, service planning and delivery of behavioral health services and connection to natural supports.

   c. Collaboration with the Greater Community

      1) Stakeholders including general medical, child welfare, developmental disabilities, criminal justice, education and other social service providers are actively engaged in the planning and delivery of integrated services to behavioral health recipients and their families.
      2) Relationships are fostered with stakeholders to maximize access by behavioral health recipients and their families to other needed resources such as housing, employment, medical and dental care, and other community services.
      3) Providers of behavioral health services collaborate with community stakeholders to assist behavioral health recipients and family members in achieving their goals.

   d. Effective Innovation
White Mountain Apache Behavioral Health Services IGA
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1) Behavioral health providers are continuously educated in, and use, best practices.

2) The services system recognizes that substance use disorder and other mental health disorders are inextricably intertwined, and integrated substance abuse and mental health assessment and treatment are the community standard.

3) Behavioral health recipients and family members (who want to) are provided training and supervision to become, and be retained as, providers of peer support services.

e. Expectation for Improvement

1) Services are delivered with the explicit goal of assisting people to achieve or maintain success, recovery, gainful employment, success in age-appropriate education; return to or preservation of adults, children and families in their own homes; avoidance of delinquency and criminality; self-sufficiency and meaningful community participation.

2) Services are continuously evaluated, and modified if they are ineffective in helping to meet these goals.

3) Behavioral health providers instill hope, even for the most disabled, that achievement of goals is possible.

f. Cultural Competency

1) Behavioral health service providers are recruited, trained and evaluated based upon competence in linguistically and culturally appropriate skills for responding to the individual needs of each behavioral health recipient and family members.

2) ABHS shall reflect cultural diversity in values and action as appropriate to the Tribal community.

3) ABHS and behavioral health service providers shall strive to improve through periodic cultural self assessment and modify individual services or the system as a whole as needed to achieve this goal.

9. Service Delivery and the J.K. Settlement Agreement

ADHS previously reached a federal court settlement regarding the delivery of services to children under Title XIX. Pursuant to that settlement, ADHS is fully committed to fulfilling its obligations under the J.K. Settlement Agreement. ADHS entered into this Settlement Agreement because it believes that those service obligations are the best way to serve Title XIX children and their families in need of behavioral health care. Although the White Mountain Apache Tribe is a sovereign nation and not a party to that lawsuit or the J.K. Settlement Agreement, and is not bound by its terms, the Tribe acknowledges that it receives federal monies from ADHS to provide services to Title XIX children and families and will operate its service delivery system in accordance with the applicable standards of the J.K. Settlement Agreement and the requirements of Title XIX, within the funds provided. Further information on the J.K. Settlement Agreement can be found at: http://www.azdhs.gov/bhs/children/jk.htm

B. Eligibility Groups Covered Under This Agreement
1. The following individuals and families who are also eligible beneficiaries of the White Mountain Apache Tribe, other American Indians and other eligible persons who are receiving their primary health care on the Fort Apache Indian Reservation are covered under this Agreement.

a. Title XIX and Title XXI Eligible Children and Adults

1) The ADHS/DBHS Provider Manual lists the AHCCCS eligibility key codes for all Title XIX and Title XXI children and adults that are covered under this Agreement.

2) The Title XIX eligible children include but are not limited to:

a) Title XIX children who have been adjudicated by the court to be in the care and custody of:

i. Arizona Department of Economic Security/Division of Children, Youth and Families (Child Protective Services), including those children identified by the Tribal Social Services;

ii. Arizona Department of Juvenile Corrections (except for those who are adjudicated delinquents and are in a correctional institution);

iii. Administrative Office of the Courts/Juvenile Probation. Also, those Title XIX children who have been identified by the White Mountain Apache Tribal Courts/Juvenile Probation.

b) Title XIX children in the Arizona Department of Economic Security/Division of Children Youth and Families Adoption Subsidy Program.

c) Title XIX children in the Arizona Department of Economic Security/Division of Children Youth and Families voluntary foster care arrangements.

3) Title XIX and Title XXI eligible beneficiaries regardless if they live on or off reservation.

b. Developmentally Disabled (DD) ALTCS Children and Adults

The ADHS/DBHS Provider Manual lists the DD ALTCS eligibility key code groups that are covered under this Agreement.

c. Non-Title XIX/XXXI Persons with a Serious Mental Illness (SMI)

These are persons who are determined to have a serious mental illness in accordance with the SMI Eligibility Determination policy requirements outlined in the ADHS/DBHS Provider Manual.

2. The following individuals and families who are eligible beneficiaries of the White Mountain Apache Tribe and other American Indians who are receiving their primary health care on the Fort Apache Indian Reservation are covered under this Agreement to the extent that funding is available and allocated to the Tribe and its agent. The Tribe or its agent may limit the scope of services provided to these populations:
a. Non-Title XIIXXX General Mental Health Adults (GMH)

Adult persons age eighteen (18) and older who have general behavioral health issues and have not been determined to have a serious mental illness.

b. Non-Title XIIXXX Substance Abuse Adults (SA)

Adult persons age eighteen (18) and older who have a substance use disorder, or are referred for DUI screening, education and treatment, and have not been determined to have a serious mental illness.

c. Non-Title XIIXXXI Children

Children up through the age of seventeen (17) who are in need of behavioral health services.

d. Prevention Participants

Any child or adult who participates in prevention programs provided by Apache Behavioral Health Services (ABHS). These individuals are not enrolled into the behavioral health system.

C. SERVICES TO BE PROVIDED UNDER THIS AGREEMENT

1. Apache Behavioral Health Services (ABHS) shall, either through direct delivery or through subcontracts, provide the following services:

a. Treatment Services
   1) Behavioral Health Counseling and Therapy
   2) Assessment, Evaluation and Screening Services
   3) Other Professional

b. Rehabilitation Services
   1) Skills Training and Development and Psychosocial Rehabilitation Living Skills Training
   2) Cognitive Rehabilitation
   3) Behavioral Health Prevention/Promotion Education and Medication Training and Support Services (Health Promotion)
   4) Psychoeducational Services and Ongoing Support to Maintain Employment

c. Medical Services
   1) Medication
   2) Laboratory, Radiology and Medical Imaging
   3) Medical Management
   4) Electro-Convulsive Therapy

d. Support Services
   1) Case Management
   2) Personal Care Services
   3) Home Care Training Family (Family Support)
   4) Self-Help/Peer Services (Peer Support)
   5) Home Care Training to Clients
   6) Unskilled Respite Care
   7) Supported Housing (based on funding availability)
   8) Sign Language or Oral Interpretive Services
9) Non-Medically Necessary Covered Services (Flex Fund Services)  
10) Transportation (Emergency and Non-emergency)

e. Crisis Intervention Services  
1) Crisis Intervention Services (Mobile)  
2) Crisis Intervention Services (Stabilization)  
3) Crisis Intervention (Telephone)

f. Inpatient Services  
1) Hospital  
2) Subacute Facility  
3) Residential Treatment Center

g. Residential Services  
1) Behavioral Health Short-Term Residential (Level II), Without Room and Board  
2) Behavioral Health Long-Term Residential (Non-medical, Non-acute) Without Room and Board (Level III)  
3) Mental Health Services – Not Otherwise Specified (NOS) (Room and Board)

h. Behavioral Health Day Program  
1) Supervised Behavioral Health Treatment and Day Programs  
2) Therapeutic Behavioral Health Services and Day Programs  
3) Community Psychiatric Supportive Treatment and Medical Day Programs

i. Prevention Services

2. The ADHS/DBHS Covered Behavioral Health Services Guide provides a full description of these services including definitions; service standards/provider qualifications; code specific information; and billing limitations for each service. The ADHS/DBHS Covered Behavioral Health Services Guide specifies the funding sources that shall be used to reimburse the provision of covered services based upon eligibility of the person and the permissible reimbursement for Title XIX/XXI funding.

3. ABHS agrees to provide behavioral health services when a Title XIX or Title XXI eligible member is referred for emergency services by an IHS Facility or a 638 tribal entity.

When a Title XIX or Title XXI eligible member receives some services at an IHS Facility and ABHS determines that the Title XIX or Title XXI eligible member requires other services that the IHS Facility cannot provide, ABHS shall be responsible for providing those services.

4. ADHS/DBHS may from time to time add or delete specific codes and services.

D. REQUIRED ADMINISTRATIVE ORGANIZATION

1. The Tribe's agent, Apache Behavioral Health Services (ABHS) shall maintain an organizational structure of sufficient size and scope that:

b. Adapts to changing needs of behavioral health recipients;

c. Ensures that all eligible persons have access to, and receive services through, an individual and family centered approach;

d. Supports the effective operations of a managed care behavioral health delivery system;

e. Complies with all requirements contained within this Agreement, including, but not limited to, personnel requirements outlined in the Terms and Conditions, Paragraph C.1 and the network management, service delivery, quality management, utilization management, financial management, and training requirements outlined in the Scope of Work; and

f. Allows for clear lines of responsibility, authority, communication and coordination within and between functions and departments of the organization and addresses, including but not limited to: personnel requirements outlined in the Terms and Conditions, Paragraph C.1; and administrative requirements outlined in the Scope of Work (i.e. network management, service delivery, quality management, utilization management, financial management, management information systems and training).

2. The Tribe’s agent, ABHS shall document and communicate to its personnel the organizational structure including the lines of responsibility, authority and coordination within and between departments of the organization.

3. To assist in the separation of records, assets, liabilities and personnel designated for performing functions under this Agreement, the Tribe may organize its internal operations through a separate division or subsidiary of the Tribe, provided that a division or subsidiary within the contemplation of this Section must be wholly owned and controlled at all times by the Tribe with no outside or private interests. If at any time the Tribe shall desire to perform functions through an entity that is not a wholly owned and controlled division or subsidiary, the Tribe must enter into a separate subcontract pursuant to Terms and Conditions section, paragraph D. Subcontracting.

E. NETWORK REQUIREMENTS, MANAGEMENT AND REPORTING

1. Overview

The provider network requirements, management and reporting specifications contained within this section apply to:

a. Title XIX, Title XXI and Non-Title XIX SMI populations; and

b. Non-Title XIX/XXI populations, as funding is available and services are delivered to these populations.

Requirements that apply exclusively to the Title XIX and Title XXI populations are specified.

2. Provider Network Requirements

a. Apache Behavioral Health Services (ABHS) shall develop a network of providers that:
1) Is sufficient in size, scope and types of providers to provide all covered behavioral health services under this Agreement and fulfill all the service delivery requirements contained within Scope of Work Paragraph H and the ADHS/DBHS Provider Manual. In establishing and maintaining the network, ABHS shall at a minimum consider the following:

a) Current and anticipated Title XIX and Title XXI eligible data;  
b) Current and anticipated Title XIX and Title XXI behavioral health enrollment data;  
c) Current and anticipated Non-Title XIX SMI behavioral health enrollment data;  
d) Current and anticipated other Non-Title XIX/XXI population behavioral health enrollment data;  
e) Current and anticipated utilization of services, considering behavioral health recipient characteristics and behavioral health care needs,  
f) Cultural needs of behavioral health care recipients, which shall be assessed by ABHS;  
g) The number of network providers who are not accepting new persons;  
h) The geographic location of providers and persons, considering distance, travel time, the means of transportation used by persons and whether the location provides physical access for persons with disabilities;  
i) The prevalent language(s), including sign language, spoken by populations in the service area;  
j) Quality management data including but not limited to appointment standard data, problem resolution, concerns reported by eligible or enrolled persons;  
k) Member Survey data;  
l) Complaint, grievance and appeal data;  
m) Issues, concerns and requests brought forth by other state agency personnel who also have involvement with persons covered under this Agreement; and  
n) Demographic data.

2) Has the minimum number of providers by provider type or service:

a) As specified in the ABHS' identified list of providers for the first year of the Agreement, or  
b) As specified in the ABHS' Annual Provider Listing; or  
c) As specified in any changes to either of the two (2) preceding documents above.

3) Responds to referrals twenty-four (24) hours per day, seven (7) days per week and can respond to immediate, urgent, and routine needs within the timeframes outlined in the ADHS/DBHS Provider Manual.

4) Responds to persons and their families in a culturally relevant manner and addresses their service needs in a way that is consistent with their cultural and linguistic heritage and preferences.

5) Has providers to deliver services, including crisis telephone services, in the behavioral health recipient's primary or preferred language including services delivered by behavioral health professionals, behavioral health technicians and paraprofessionals. In cases where the primary or preferred language is a rare language spoken in the service area, services shall be provided through qualified interpreter services.
6) Includes a sufficient number of providers who offer evening and weekend access to services for persons and families who are unavailable for appointments during normal business hours.

7) Utilizes behavioral health recipients and family members, who have received appropriate training and preparation, as providers of peer support services.

8) Is geographically accessible to all behavioral health recipients.

9) Ensures availability of 24-hour substance use disorder/psychiatric crisis stabilization within a reasonable geographic distance.

10) Has programs and services for priority populations consistent with the requirement of the Substance Abuse Prevention and Treatment Block Grant, Scope of Work Paragraphs H.9 and H.10 and the ADHS/DBHS Provider Manual. The network shall be configured to provide the following:

   a) Priority access for pregnant women/teenagers,
   b) Specialized programs and services for pregnant women and women with young children,
   c) Services for injection drug abuse, and

11) Has sufficient providers to ensure culturally appropriate services for American Indian recipients.

12) Informs behavioral health recipients and qualified service providers of the availability of second opinions and provides second opinions at no cost to the behavioral health recipient.

13) Has a network sufficient to allow recipients choice in behavioral health providers. ABHS does not receive capitated funds to provide DDD services, therefore DDD ALTCS members should be referred to the appropriate RBHA.

14) Ensures that contracting/agreement arrangements with providers guarantees that behavioral health recipients reaching the age of majority are provided continuity of care without service disruptions or mandatory changes in service providers. Further, the network shall be organized in a manner that allows enrolled children and enrolled parents to receive services from the same provider.

15) Maintains a sufficient number of providers with specialized behavioral health competencies for children/adolescents and adults including: developmental disability, sexual offender treatment, sexual abuse trauma and adolescent substance abuse services.

3. Network Management

a. ABHS shall have a sufficient number of qualified provider services staff to manage the network. Unless approved in advance by ADHS/DBHS, ABHS shall not delegate, other than a division or wholly owned subsidiary of ABHS, the function of network management, network reporting and assurance of network sufficiency except for credentialing of providers. Network management functions shall include:

   1) Recruiting and retaining providers.
2) If ABHS is not delivering services directly, developing Agreements prudently and expeditiously and ensuring that the subcontract requirements outlined in Terms and Conditions Paragraph D.1 are met.

3) Responding to provider inquiries and as applicable, coordinating with, or expeditiously referring inquiries to, other parts of the organization.

4) Managing the credentialing and re-credentialing of providers.

5) Utilizing the ABHS established processes to communicate network development needs to and from other parts of the ABHS organization.

6) Coordinating with ABHS’ quality management personnel in fulfilling provider monitoring requirements as outlined in Scope of Work Paragraph L.

7) Continually monitoring the network capacity to ensure that there are sufficient providers to provide services to behavioral health recipients including those with specialized needs including provision of services to persons with limited proficiency in English. ADHS/DBHS intends to enhance its ability to identify the linguistic needs of individuals with limited proficiency in English and to more effectively monitor ABHS' ability to provide services to these individuals. As these processes are developed, ABHS shall adjust its operations to conform.

8) Monitoring of the network including review of various data sources to determine sufficiency.

9) Ensuring that providers operate under a current license, registration, certification or accreditation as required by the ADHS/DBHS Covered Behavioral Health Services Guide or other state or federal law and regulations.

b. ABHS shall ensure that all relevant information is disseminated to all behavioral health providers. ABHS shall ensure that all providers have access to the ADHS/DBHS Covered Behavioral Health Services Guide and ADHS/DBHS Provider Manual and any updates either through the Internet, or provision of paper copies to providers who do not have Internet access.

c. ABHS shall ensure that the use of subcontracted service providers does not result in duplication of administrative functions between ABHS and subcontractors including but not limited to quality management and utilization management functions. Subcontracts with service providers shall focus on service delivery rather than delegation of administrative responsibilities ABHS is required to fulfill under this Agreement. ABHS may not delegate administrative functions to a provider beyond what is required of service providers as outlined in the ADHS/DBHS Provider Manual without the prior written approval of ADHS/DBHS.

d. To the extent not covered by the Federal Tort Claim Act, ABHS shall ensure that providers obtain and maintain all applicable insurance as outlined in Terms and Conditions Paragraph E.1. ABHS shall obtain and keep on file copies of applicable provider insurance certificates, and shall make them available for review by ADHS/DBHS upon request.

e. ABHS shall select providers based upon at a minimum:
1) The provider meeting the qualifications stated in the ADHS/DBHS Covered Behavioral Health Services Guide.

2) The provider fulfilling any credentialing requirements contained in the ADHS/DBHS Provider Manual.

f. ABHS shall retain providers based upon performance and quality improvement data acquired while delivering services under this Agreement.

g. Providers shall be registered with AHCCCS (or ADHS/DBHS as applicable) as provider types that are specified in the ADHS/DBHS Covered Behavioral Health Services Guide. Providers shall meet all provider qualifications and operate within the scope of their practice.

h. ABHS shall credential and train providers as required in the ADHS/DBHS Provider Manual including processes to expedite temporary credentialing when needed to ensure the sufficiency of the network and add to specialized providers. ABHS' credentialing processes shall be in compliance with AHCCCS Medical Policy Manual Chapter 900.

i. ABHS shall not discriminate, with respect to participation in the ADHS/DBHS program, against any provider (who is otherwise properly credentialed and qualified) based solely on the provider's type of licensure or certification. In addition, ABHS shall not discriminate against providers that service high-risk populations or specialize in conditions that require costly treatment. This provision, however, does not prohibit ABHS from limiting provider participation to the extent that ABHS is meeting the needs of those persons covered under this Agreement. This provision also does not interfere with measures established by ABHS to control costs consistent with its responsibilities under this Agreement nor does it preclude ABHS from using different reimbursement amounts for different specialists or for different practitioners in the same specialty. If ABHS declines to include individuals or groups of providers in its network, it shall give the affected providers written notice of the reason for its decision. ABHS may not include providers excluded from participation in Federal health care programs, pursuant to Section 1128 or Section 1128 A of the Social Security Act.

j. Providers shall not be restricted or inhibited in any way from communicating freely with or advocating for persons regarding:

1) Behavioral health care, medical needs and treatment options, even if needed services are not covered by ABHS, or if an alternate treatment is self-administered;

2) Any information the behavioral health recipient needs in order to decide among all relevant treatment options;

3) The risks, benefits, and consequences of treatment or non-treatment; and,

4) The behavioral health recipient's right to participate in decisions regarding his or her behavioral health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

k. If the network is unable to provide services required under this Agreement, ABHS shall ensure timely and adequate coverage of these services through an out of network provider until a network provider is contracted. ABHS shall ensure
coordination with respect to authorization and payment issues in these circumstances.

4. Network Reporting Requirements

a. Network Assurance of Sufficiency

1) ABHS shall submit to ADHS/DBHS Annually, by April 1st, an assurance of the adequacy and sufficiency of the provider network operated through this Agreement. The assurance, signed by the ABHS Director, shall verify the following:

   a) That the network offers an appropriate range of services, including specialty services, that is adequate for the anticipated number of Title XIX, Title XXI, and Non-Title XIX SMI persons in each service area;
   
   b) That ABHS maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the accessibility and service needs of the anticipated number of Title XIX, Title XXI and Non-Title XIX SMI persons in the service area; and
   
   c) That ABHS is making reasonable efforts to maintain or expand services as identified by ABHS.
   
   d) ABHS is making reasonable efforts to develop a process for children and families to obtain the services they need.

2) ABHS shall also submit an assurance when there is a significant change in operations impacting services and capacity, including but not limited to:

   a) Changes in services,
   
   b) Changes in covered benefits,
   
   c) Addition of new eligibility populations,
   
   d) service areas,
   
   e) agencies, departments or divisions that are part of the system; or
   
   f) payments

b. Notification Requirements for Changes to the Network

1) ABHS shall notify ADHS/DBHS prior to making any expected network material changes in the size, scope or configuration of ABHS’ provider network as indicated in the list of providers.

2) ABHS shall notify ADHS/DBHS in writing within one (1) day of becoming aware of any unexpected network material change, or learning of a network deficiency, or anticipating a network material change that could impair the provider network. ABHS shall issue notice in writing to providers denied from participating in the ABHS network, including a reason for ABHS’ decision [42 CFR 438.12]. The notice to ADHS/DBHS shall include:
a) Information about how the change will affect the delivery of covered services;

b) ABHS’ plan to ensure that there is minimal disruption to the behavioral health recipient’s care and provision of service. The plan shall also address that clinical team meetings with the behavioral health recipient will be provided to discuss the options available to the behavioral health recipient and that treatment plans will be revised to address any changes in services or service providers; and

c) ABHS’ plan to address and resolve any network deficiency.

3) ABHS shall notify ADHS/DBHS in writing within five (5) days of a decision by ABHS to terminate, suspend or limit a subcontract with providers, if the decision materially impacts the sufficiency of the network, including situations that require behavioral health recipients to transition care to a different provider.

a) The notice shall include:

i. The number of individuals to be impacted by the termination, limitation or suspension decision including the number of Title XIX and Title XXI and Non-Title XIX/XXI behavioral health recipients affected by program category.

ii. The ABHS plan to ensure that there is minimal disruption to the behavioral health recipient’s care and provision of service. The plan shall also address that clinical team meetings with the behavioral health recipient will be provided to discuss the options available to the behavioral health recipient and that treatment plans will be revised to address any changes in services or service providers.

iii. The ABHS plan for communicating changes to affected behavioral health recipients.

b) ADHS/DBHS may require ABHS to submit a transition plan for individual behavioral health recipients who are impacted by the change.

c) ABHS shall track all persons transitioned due to a provider’s subcontract suspension, limitation or termination to ensure service continuity. Required elements to be tracked include: Name, Title XIX/XXI status, date of birth, population type, current services that the behavioral health recipient is receiving, services that the behavioral health recipient will be receiving, new agency assigned, and date of first appointment and activities to re-engage persons who miss their first appointment at the new provider. Other elements to be tracked may be added based on the particular circumstances.

c. Quarterly Reports

   Due Quarterly by the tenth (10th) day following the end of each quarter:

   1) Provider Terminations Due to Rates and Closed Panel Report

d. Annual Reports
Due Annually by April 1st:

1) Annual Provider Network Listing Report

2) Network Analysis and Inventory:
   i. An annual analysis and inventory of contracted capacity for inpatient, subacute, RTC, residential, and other facility-based services.
   ii. Includes, categories and specialty providers in addition to covered services that ADHS/DBHS is monitoring, such as: the number of staff competent in delivering services to behavioral health recipients with developmental disabilities; number of staff with bilingual capabilities delivering services, including sign language, prescriber availability and other items determined by ADHS/DBHS.

F. OUTREACH

Apache Behavioral Health Services (ABHS) shall conduct culturally and linguistically appropriate outreach activities to inform the community about the availability of behavioral health services. Outreach activities shall include dissemination of information to the general public, other human service providers, county, state and/or tribal governments, school administrators and teachers and other interested parties regarding behavioral health services available to eligible persons.

Outreach activities shall also include, but are not limited to:

1. Participation in local health fairs, and other health promotion events;

2. Involvement with local school districts;

3. Routine contact with AHCCCS Health Plan Behavioral Health Coordinators and/or primary care providers (PCPs); and/or Indian Health Services;

4. Outreach to individuals and families who are homeless;

5. Publication and distribution of informational materials about wellness, behavioral health, and community resources;

6. Liaison activities with local and county jails, Arizona Department of Corrections, Arizona Department of Juvenile Corrections, and the White Mountain Apache Tribe (WMAT) Juvenile Detention and Rehabilitative Center (JDRC) and the Department of Corrections and Rehabilitation (DOCH);

7. Routine interaction with agencies that have contact with substance abusing pregnant women;

8. Identification and outreach to persons with co-morbid medical and behavioral health disorders, persons with co-occurring developmental disabilities and behavioral health disorders, and those who may be seriously mentally ill within the ABHS' service area; and;

9. Providing information to mental health advocacy organizations.
G. FAMILY PARTNERSHIP AND LEADERSHIP

a) T/RBHAs shall have genuine representation of peers, family members and youth who receive services in policy making and leadership roles (i.e. roles or membership on Boards of Directors, committees and/or advisory groups which develop and implement programs, policies, and quality management activities).

b) T/RBHAs shall utilize family members, peer-run, family-run, and parent-support organizations to provide technical assistance, training, coaching and support to peers, family members and youth who assume leadership roles within the behavioral health system (i.e. roles or membership on Boards of Directors and advisory groups which develop and implement programs, policies, and quality management activities).

c) If no peer-run, family-run or parent support organizations exist or has a presence in a certain geographical region, then the T/RBHA and providers shall work to strengthen or establish new formal relationships with these organizations.

H. SERVICE DELIVERY SYSTEM

1. General Requirements

Apache Behavioral Health Services (ABHS) shall ensure that services are delivered in accordance with the requirements contained within this Agreement and the:

a. ADHS/DBHS Policies and Procedures Manual, which contains administrative requirements of ABHS;

b. ADHS/DBHS Covered Behavioral Health Services Guide which provides a full description of the services covered under this Agreement including definitions, service standards/provider qualifications; code specific information; and billing limitations for each service; and

c. ADHS/DBHS Provider Manual, which contains service delivery policies that shall be adhered to by ABHS and ABHS contracted providers.

d. ABHS agrees to ensure that behavioral health providers are continuously educated in and use best practices that are culturally appropriate for American Indian populations. For purposes of this Agreement, best practices are evidence-based practices, promising practices, or emerging practices. Behavioral health service providers shall use the ADHS/DBHS Clinical Practice Protocols, when applicable, as resources in delivering behavioral health services. The ADHS/DBHS Clinical Practice Protocols and ADHS/DBHS adopted national practice guidelines are available on the ADHS/DBHS website.

e. On Reservation providers that deliver covered behavioral health services must be certified by CMS and registered with AHCCCS.

f. Off Reservation providers that deliver covered behavioral health services must be either licensed by the ADHS Office of Behavioral Health Licensure or Title XIX certified by the ADHS/DBHS, operating within their scope of practice and registered with AHCCCS. If only providing services to Non-Title XIX/XXI eligible persons, the off-reservation provider must be either licensed by the ADHS Office of Behavioral Health Licensure or Title XIX certified by the ADHS/DEHS, operating within their scope of practice and registered with ADHS/DBHS.
g. Adult System of Care Planning

ABHS shall develop a semi-annual Adult System of Care Plan in support of the ADHS/DBHS Adult System of Care Plan. This Plan shall be comprehensive and include all aspects of the Adult System of Care in its development. The Plan shall outline the goals, objectives and tasks for agencies or divisions that make up the System of Care for Adults.

ABHS shall submit a Quarterly Adult System of Care Plan Status Update report in accordance with Exhibit-A, Tribal Periodic Reporting Requirements in this Agreement.

2. Customer Service
   a. ABHS agrees to provide customer service that is responsive to behavioral health recipients, family members and stakeholders. At a minimum customer service shall:

   1) Be customer oriented;
   2) Respond to inquiries and assist behavioral health recipients, family members and stakeholders in a manner that resolves their inquiry, including having the ability to respond to, and provide language assistance services for those with Limited English Proficiency (LEP);
   3) Connect behavioral health recipients, family members or stakeholders to the crisis line when indicated;
   4) Process referrals including request for services;
   5) Be customer oriented; assist the individual in telephonically connecting with the agency to which they are being referred, i.e., "warm transfer";
   6) Provide information on where and how to access behavioral health services;
   7) Log all complaints and resolution of the complaints and notify the behavioral health recipient regarding the resolution; train staff to know how to distinguish between a complaint, SMI Grievance, and Member Appeal; and know how to triage these to the appropriate personnel;
   8) At a minimum, have customer service personnel answering the phones and responding to inquiries from 8 am to 5 pm weekdays.
   9) Have one toll free number maintained by ABHS, which has the ability to transfer the call to ABHS. ABHS may also have a published local telephone number; and
   10) Have patch capabilities to the crisis line and 911.

3. Behavioral Health Recipient Provider Choice

ABHS shall allow American Indian members the choice to receive behavioral health services from a RBHA, TRBHA, from IHS or 638 tribal providers. ABHS shall also give behavioral health recipients choice in behavioral health providers within the network. ABHS shall ensure that behavioral health recipients are free to exercise their right to services from an alternative provider consistent with the SAPT Block Grant and the ADHS/DBHS Provider Manual.

4. Assignment to an Acute Health Plan and Provider Coordinator(s)
   a. ABHS shall strive to assign each behavioral health recipient to an Acute Health Plan and Provider Coordinator(s) in accordance with the ADHS/DBHS Provider Manual.
b. ABHS shall maintain a roster that identifies the Acute Health Plan and Provider Coordinator(s) and the contact information for each behavioral health recipient. ABHS shall update the roster as the Acute Health Plan and Provider Coordinator(s) changes.

5. Crisis Response System

a. ABHS shall maintain a twenty-four (24) hours per day, seven (7) days per week crisis response system. The crisis response system shall fulfill the following requirements.

1) ABHS shall have one toll free crisis telephone number and may have a local crisis telephone number. The crisis telephone number shall be widely publicized within the service area, including being listed in the resource directory of local telephone books. Having one publicized telephone crisis response line for the service area does not preclude ABHS from allowing or requesting providers to be the primary contact for crisis calls from behavioral health recipients that the provider serves.

2) A telephone crisis response line shall be sufficiently staffed to meet the reasonably expected service demand of all persons in the service area. The crisis phone response service shall, to the extent possible, be answered within three (3) telephone rings. Crisis phone response shall include triage, referral and dispatch of service providers and patch capabilities to and from 911 and other crisis providers as applicable.

3) Response to crisis calls shall be designed to meet the immediate and urgent response requirements as outlined in the ADHS/DBHS Provider Manual and have the ability to record referrals, dispositions, and overall response time.

4) ABHS shall ensure availability of 24-hour substance use disorder/psychiatric stabilization within a reasonable distance.

5) The crisis response system may respond with any of the services outlined in Scope of Work Paragraph C of this Agreement but the service shall be clinically responsive to the needs of the person.

6) Services provided in response to immediate and urgent response needs shall be provided in order to intervene and offer resolutions, not merely triage and transfer, and shall be provided in the least restrictive setting possible, consistent with individual and family need and community safety.

7) The crisis response system must have the capacity to communicate with individuals who do not speak or understand English. Language services shall be provided to meet the needs of the WMAT community and in accordance with ABHS Provider Manual Section 3.23, Cultural Competence.

8) Emergency behavioral health services shall not require prior authorization and shall be delivered in compliance with the ADHS/DBHS Provider Manual.

9) ABHS’ customer service shall have patch capabilities to the crisis response system.

10) ABHS shall initiate and maintain a collaborative effort with fire, police, emergency medical services, hospital emergency departments, AHCCCS
Health Plans and other providers of public health and safety services as appropriate, to inform them of how to use the crisis response system. ABHS shall meet periodically with representatives of fire, police, emergency medical services and hospital emergency departments to coordinate services and to assess and improve ABHS' crisis response services.

11) ABHS is responsible for psychiatric and/or psychological consultations provided to Title XIX and Title XXI enrolled behavioral health recipients in emergency room settings. The person’s AHCCCS acute care health plan or the AI/CCS American Indian Health Program is responsible for all other medical services including triage, physician assessment and diagnostic tests for services delivered in an emergency room setting.

12) ABHS shall be responsible for any Level I inpatient hospital services provided to Title XIX and Title XXI behavioral health recipients.

13) ABHS shall collaborate with White River IHS Service Unit to ensure persons who have emergency medical needs access emergency medical services. ABHS shall not exclusively rely upon Emergency Rooms to fulfill this requirement.

14) If a provider determines that the person receiving services may need court-ordered services and that person is off the reservation, the provider shall comply with A.R.S. §36-520 et seq. and, to the extent reasonably feasible, the provider shall also contact WMABHS and try to coordinate care for that person in accordance with the requirements under state law and the White Mountain Apache Tribe Mental Health ordinance, the ADHS Provider Manual, and/or other applicable laws. If the person is on reservation, WMABHS shall comply with the White Mountain Apache Tribe Mental Health Ordinance and/or other applicable laws.

6. Coordination of Behavioral Health Benefits and Collection Practices

a. Coordination of Behavioral Health Benefits

1) ABHS and ABHS contracted providers shall adhere to coordination of benefits and third-party liability requirements described in the ADHS/DBHS Provider Manual and as applicable to 638 contracted facilities.

2) ABHS shall also coordinate benefits as follows. ABHS shall cost-avoid all claims for services that are subject to third-party payment and may deny a service to a behavioral health recipient if it knows a third-party (i.e., other insurer) will provide the service. However, if a third-party insurer (other than Medicare) requires the behavioral health recipient to pay any co-payment, coinsurance or deductible, ABHS is responsible for making these payments, even if the services are provided outside of the ABHS network. ABHS is not responsible for paying coinsurance and deductibles that are in excess of what ABHS would have paid for the entire service per a written contract with the provider performing the service, or the ADHS/DBHS fee-for-service payment equivalent. ABHS must decide whether it is more cost-effective to provide the service within its network or pay coinsurance and deductibles for a service outside its network. For continuity of care, ABHS may also choose to provide the service within its network. If ABHS refers the behavioral health recipient for services to a third-party insurer (other than Medicare), and the
insurer requires payment in advance of all co-payments, coinsurance and deductibles, ABHS must make such payments in advance.

Most AHCCCS members remain exempt from copayments while others are subject to an optional copayment. Those populations exempt or subject to optional copayments may not be denied services for the inability to pay the copayment [42 CFR 438.108]. American Indian members who are active or previous users of the Indian Health Service, tribal health programs operated under P.L. 93-638, or urban Indian health programs are exempt from AHCCCS copayments.

b. Collections from Third Party

In joint cases involving both AHCCCS fee-for-service or reinsurance and ABHS, the AHCCCS authorized representative is responsible for performing all research, investigation and payment of lien-related costs. The AHCCCS authorized representative is also responsible for negotiating and acting in the best interest of all parties to obtain a reasonable settlement in joint cases and may compromise a settlement in order to maximize overall reimbursement, net of legal and other costs. For total plan cases involving only payments from ABHS, the ABHS is responsible for performing all research, investigation and filing for liens and payment of lien filing fees and other related costs. ABHS shall use the cover sheet as prescribed by ADHS/DBHS when filing liens. The cover sheet is available upon request from the ADHS Bureau of Financial Operations.

ABHS may retain up to one hundred percent (100%) of its third-party collections if all of the following conditions exist:

1) Total collections received do not exceed the total amount of ABHS' financial liability for the behavioral health recipient;
2) There are no payments made by AHCCCS related to fee-for-service, reinsurance or administrative costs (i.e., lien filing, etc.); and
3) Such recovery is not prohibited by State or Federal law or other regulation.

c. Reporting of collections and additional health insurance

ABHS may be required to report case level detail of third-party collections and cost avoidance including number of referrals on total plan cases. ABHS shall communicate any known change in or addition to health insurance information, including Medicare, to AHCCCS, Division of Member Services, not later than ten (10) days from the date of discovery using the AHCCCS Third-Party Charge Form found in the ADHS/DBHS Provider Manual.

d. Limitation on billing and collections

ABHS shall comply with the ADHS/DBHS Provider Manual regarding collection of fees from behavioral health recipients. Except as provided in federal and state laws and regulations, ABHS shall not bill, nor attempt to collect payment directly or through a collection agency from a person claiming to be AHCCCS eligible without first receiving verification that the person was ineligible for AHCCCS on the date of service, or that services provided were not covered services.

e. Federal Law Compliance
The third party billing and coordination provisions set forth above shall be construed consistent with federal law requirements including, if applicable, 25 U.S.C. Section 1621e.

7. Service Delivery Requirements for Persons Determined to have a Serious Mental Illness

a. Overview

Persons who have been determined to have a serious mental illness have distinct behavioral health care needs. ADHS/DBHS is committed to meeting the behavioral health care needs of persons who have been determined to have a serious mental illness. Towards that end, ABHS shall fulfill the additional requirements set forth in this section to meet the needs of persons with serious mental illness. ADHS/DBHS has promulgated Administrative Rules, A.A.C.R9-21, that direct the delivery of services for persons determined to have a serious mental illness. In addition to the service delivery requirements in Scope of Work Paragraphs H.1. through H.7. above, ABHS shall fulfill the following service delivery requirements for services provided to persons who have been determined to have a serious mental illness.

b. Service Delivery and Program Requirements

1) ABHS shall fulfill the following requirements for persons with a serious mental illness:

   a) Guiding Principles for Recovery-Oriented Adult Behavioral Health Services and Systems

      The service delivery system shall operate in accordance with the following principles for persons who have been determined to have a serious mental illness and their families:

      i. Respect;
      ii. Persons in recovery choose services and are included in program decisions and program development efforts;
      iii. Focus on the individual as a whole person, while including and/or developing natural supports;
      iv. Empower individuals taking steps towards independence and allowing risk taking without fear of failure;
      v. Integration, collaboration, and participation with the community of one’s choice;
      vi. Partnership between individuals, staff, and family members/natural supports for shared decision making with a foundation of trust;
      vii. Persons in recovery define their own success;
      viii. Strengths-based, flexible, responsive services reflective of an individual’s cultural preferences;
      ix. Hope is the foundation for the journey towards recovery;

   b) Eligibility Determinations for Serious Mental Illness

      i. Referrals shall be made for all persons who request a determination or those who meet criteria during an assessment.

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ii. Determinations for serious mental illness shall be conducted in accordance with Provider Manual Section 3.10, SMI Eligibility Determination.

c) Special Assistance

i. ABHS shall require its staff, and qualified service providers to identify all persons in need of Special Assistance to the ADHS/DBHS Office of Human Rights and ensure those persons are provided the special assistance they require, consistent with the requirements in ADHS/DBHS Policy and Procedure GA 3.4, Special Assistance for Persons Determined to have a Serious Mental Illness, and Provider Manual Section 5.4 Special Assistance for Persons Determined to have a Serious Mental Illness, (http://azdhs.gov/bhs/ohr.htm).

ii. ABHS and when applicable, ABHS contracted providers shall submit to the ADHS/DBHS Office of Human Rights reports and other deliverables related to Special Assistance as detailed in Exhibit A of this Agreement.

d) Reporting and Monitoring the Use of Seclusion and Restraint

ABHS and Level I provider subcontractors, as applicable, shall report all incidents of seclusion and restraint according to ADHS/DBHS Policies and Procedures Manual on Reporting and Monitoring the use of Seclusion and Restraint and as detailed in Exhibit A of this Agreement.

e) Housing Program

At ADHS/DBHS' discretion in collaboration with ABHS, the development of SMI housing shall be based upon the availability of funding and the identified need of the enrolled eligible beneficiaries of the Tribe and ABHS.

f) Residential Placements or Independent Housing

ABHS shall not place persons with a serious mental illness in a residential program where more than eight (8) persons reside at the same address unless the residential program has been identified and approved under the "grandfather clause" according to the Arnold vs. Sarn lawsuit, ADHS/DBHS and the Court Monitor. Additionally, no more than twenty-five percent (25%) of any housing complex can house individuals with a serious mental illness.

g) Supervisory Care Homes and Unlicensed Board & Care Homes

i. ABHS shall assess the living situation for all persons with a serious mental illness to ensure that the person's basic needs are met in an environment that is safe, secure and consistent with their behavioral needs. ABHS shall ensure that any situations observed that pose a threat to the health or safety of a person is promptly resolved.
ii. ABHS shall use its best efforts to assist individuals interested in moving to locate alternative settings with appropriate supports, consistent with their individual needs and preferences.

h) Services for Incarcerated Individuals Determined to have a Serious Mental Illness

i. ABHS shall work with jails and prisons to coordinate the discharge and transition of incarcerated individuals to ensure the continuation of prescribed medication and other behavioral health services.

ii. ABHS shall collaborate with the appropriate County and White Mountain Apache Tribe jail diversion programs for persons with a serious mental illness.

i) Arizona State Hospital

i. ABHS shall collaborate with the Arizona State Hospital administration and agree upon protocols for referral, bed utilization and census management, coordination of care, discharge planning, and dispute resolution.

ii. ABHS shall ensure coordination and continuity of care for behavioral health recipients admitted to the Arizona State Hospital, including but not limited to the following:

a) diversion of potential admission from the Arizona State Hospital, as appropriate;

b) coordination of the admission process with the Arizona State Hospital Admissions Office;

c) participation in the Arizona State Hospital treatment and discharge planning;

d) forwarding of available clinical and medical record information upon or shortly after admission; and

e) any other requested communication and/or collaboration with the Arizona State Hospital

iii. ABHS shall make available and maintain community living arrangements, provide appropriate supports necessary to meet the individual needs, and ensure the appropriate discharge of persons with a serious mental illness from the Arizona State Hospital.

8. Service Delivery Requirements for Services Delivered to Title XIX and Title XXI Children

a. In addition to the service delivery requirements in Paragraph H.1. through H.7. above, ABHS shall fulfill the following service delivery requirements for services provided to Title XIX and Title XXI Children.

b. The Contractor shall operate the delivery system in accordance with the Arizona Vision set forth in the JK Settlement Agreement and the Title XIX Children's Behavioral Health Annual Action Plan. The Arizona Children's Vision is as follows:
in collaboration with the child and family and others, Arizona will provide accessible behavioral health services designed to aid children to achieve success in school, live with their families, avoid delinquency, and become stable and productive adults. Services will be tailored to the child and family and provided in the most appropriate setting, in a timely fashion, and in accordance with best practices, while respecting the child’s and family’s cultural heritage.

c. The Contractor shall operate the delivery system in accordance with the JK Settlement Agreement which shall require effective front-line practice, utilizing Child and Family Team Practice, sufficient capacity of providers to deliver the full range of covered services, including support and rehabilitation services, and collaboration with other child serving state and Tribal agencies.

d. Although the general service delivery requirements contained in this Agreement and the ADHS/DBHS Provider Manual set forth the requirements for services delivered to Title XIX and Title XXI children and their families, the following are highlighted expectations of ABHS:

1) Arizona Children’s Principles

ABHS shall service all children according to the Arizona Children’s Principles:

a) Collaboration with the Child and Family

Respect for and active collaboration with the child and parents is the cornerstone to achieving positive behavioral health outcomes. Parents and children are treated as partners in the assessment process, and the planning, delivery, and evaluation of behavioral health services, and their preferences are taken seriously.

b) Functional Outcomes

Behavioral health services are designed and implemented to aid children to achieve success in school, live with their families, avoid delinquency, and become stable and productive adults. Implementation of the behavioral health services plan stabilizes the child’s condition and minimizes safety risks.

c) Collaboration with Others

When children have multi-agency, multi-system involvement, a joint assessment is developed and a jointly established behavioral health services plan is collaboratively implemented. Client-centered teams plan and deliver services. Each child’s team includes the child and parents and any foster parents, any individual important in the child’s life who is invited to participate by the child or parents. The team also includes all other persons needed to develop an effective plan, including, as appropriate, the child’s teacher, the child’s Child Protective Services and/or Division of Developmental Disabilities case worker, the child’s guardian, and the child’s probation officer or, as applicable, the equivalent personnel and/or officers from the White Mountain Apache Tribe Social Services and Communities. The team:
i. develops a common assessment of the child’s and family's strengths and needs,
ii. develops an individualized service plan,
iii. monitors implementation of the plan and
iv. makes adjustments in the plan if it is not succeeding.

d) Accessible Services

Children have access to a comprehensive array of behavioral health services, designed to be sufficient to ensure that they receive the treatment they need. Case management is provided as needed. Behavioral health service plans identify transportation the parents and child need to access behavioral health services, and how transportation assistance shall be provided. Behavioral health services are adapted or created when they are needed but not available.

ABHS shall make every reasonable effort to provide services outside of regular school hours for any child who is placed in out-of-home care pursuant to A.R.S. Title 8, Chapter 10. Services include appointments and activities not related to school [A.R.S. § 36-3433 (B) and (C)].

e) Best Practices

Behavioral health services shall be provided by competent individuals who are adequately trained and supervised. Behavioral health services shall be delivered in accordance with guidelines adopted by ADHS/DBHS that incorporate evidence-based “best practice.” Behavioral health service plans shall be designed to identify and appropriately address behavioral symptoms that are reactions to death of a family member, abuse or neglect, learning disorders, and other similar traumatic or frightening circumstances, substance abuse problems, the specialized behavioral health needs of children who are developmentally disabled, maladaptive sexual behavior, including abusive conduct and risky behavior, and the need for stability and the need to promote permanency in class members’ lives, especially class members in foster care. Behavioral health services shall be evaluated and modified if ineffective in achieving desired outcomes.

f) Most Appropriate Setting

Children shall be provided behavioral health services in their home and community to the extent possible. Behavioral health services shall to the extent possible, be provided in the most integrated setting appropriate to the child’s needs. When provided in a residential setting, the setting is the most integrated and most home-like setting that is appropriate to the child’s needs.

g) Timeliness

Children identified as needing behavioral health services shall be assessed and serviced promptly.

h) Services Tailored to the Child and Family
The unique strengths and needs of children and their families dictate the type, mix, and intensity of behavioral health services provided. Parents and children are encouraged and assisted to articulate their own strengths and needs, the goals they are seeking, and what services they think are required to meet these goals.

i) Stability

Behavioral health service plans shall strive to minimize multiple placements. Service plans shall, to the extent possible, identify whether a class member is at risk of experiencing a placement disruption and, if so, identify the steps to be taken to minimize or eliminate the risk. Behavioral health service plans should be designed to anticipate crises that might develop, when possible, and include specific strategies and services that shall be employed if a crisis develops. In responding to crises, the behavioral health system shall use all appropriate behavioral health services available to help the child remain at home, minimize placement disruptions, and avoid the inappropriate use of the police and the criminal justice system. Behavioral health service plans shall be designed to anticipate and, if possible, appropriately plan for transitions in children's lives, including transitions to new schools and new placements, and transitions to adult services.

j) Respect for the Child and Family’s Unique Cultural Heritage

Behavioral health services shall be provided in a manner intended to respect the cultural tradition and heritage of the child and family. Services are to be provided in the child's and parents' primary language. Language services shall be provided to meet the needs of the WMAT Community and in accordance with ABHS Provider Manual Section 3.23 Cultural Competence.

k) Independence

Behavioral health services shall include support and training for parents in meeting their child's behavioral health needs, and support and training for children in self-management. Behavioral health service plans shall identify parents' and children's need for training and support to participate as partners in the assessment process, and in the planning, delivery, and evaluation of services, and provide that such training and support, including transportation assistance, advance discussions, and help with understanding written materials, shall be made available.

l) Connection to Natural Supports

The behavioral health system identifies and appropriately utilizes natural supports available from the child and parents' own network of associates, including friends and neighbors, and from community organizations, including service and religious organizations.

2) Family Voice and Involvement

ABHS shall ensure that families have a voice in treatment decisions and a voice in the policies and procedures that guide the operations of the behavioral health delivery system.
3) Child and Family Team Practice

ABHS shall ensure that all children are served using the Child and Family Team Practice, according to the timeframes mutually agreed to between ADHS/DBHS and ABHS. Further, ABHS shall ensure that, Acute Health Plan and Provider Coordinator(s) and Case Manager staff have knowledge and skill in the implementation of child and family practice.

4) Support and Rehabilitation Services

ABHS shall ensure that the delivery of services shall not only include the traditional outpatient medical and treatment services but shall also use support and rehabilitation services that are delivered in a timeframe needed by the child and family and shall be delivered in the family’s home or community. In-home and out-of-home respite shall be readily available when needed.

5) Children in the Care and Custody of the State or the White Mountain Apache Tribal Social Services.

Children who are in the care and custody of the state or the White Mountain Apache Tribal Social Services often have high intensity service needs and need to have care coordinated among state, Tribal and government agencies. It is an expectation that ABHS has service providers that have the clinical knowledge and expertise to appropriately address the unique clinical intervention and service needs for these children. It is essential that services are provided in a timeframe and location that is consistent with their clinical and service needs. Behavioral health services shall be planned and delivered in a manner that minimizes foster family and behavioral health placement disruptions. ABHS shall also have providers with expertise in meeting the needs of children in foster care and those in the adoption subsidy program who have been adopted through the state.

6) Training to the Arizona Child and Family Team Practice Model

ABHS shall implement the Child and Family Team Practice model and train all T/RBHA staff on its implementation. This training shall be ongoing to address the needs of new staff and all agencies or divisions that are responsible for various aspects of the Children’s System of Care.

Training shall be provided to ABHS personnel, service providers and family members who provide peer support to support them in successfully fulfilling the requirements of their position and to assist in achieving the Arizona Children's Vision and Principles.

7) Coordination between all parts of the Children’s System of Care

ABHS shall develop the Children’s System of Care in a manner that all parts of the system are coordinated and included as important parts of the overall system.

8) Stakeholder Involvement

ABHS shall seek out and consider any input from stakeholders in designing and managing the behavioral health delivery system. ABHS shall provide
information to advocacy organizations and other stakeholders regarding outcomes and status of services delivered to children.

9) Out of State Placement

In accordance with the Children's Principles, children shall receive services to the extent possible in their home and community. In rare situations, ABHS, in collaboration with the Child and Family Team, may decide to have a child or adolescent receive services out of state to address the unique treatment needs of the child. In those situations, ABHS shall fulfill the following requirements.

a) ABHS shall ensure that placements are made in accordance with requirements stated in the ADHS/DBHS Provider Manual and the required elements of the Out-of-Home Services Practice Protocol.

b) ABHS shall submit an Initial Out of State Placement Notification to ADHS/DBHS concurrent with the placement to the ADHS/DBHS Medical Director regarding the status of those children placed out of state. The ADHS/DBHS Medical Director shall define the required content of the report.

10) System of Care Planning

ABHS shall develop a yearly Children's System of Care Plan in support of the ADHS/DBHS Children's System of Care Plan. This Plan shall be comprehensive and include all aspects of the Children's System of Care in its development. The Plan shall outline the goals, objectives and tasks for agencies or divisions that make up the System of Care for children.

ABHS shall submit a Quarterly Children's System of Care Plan Status Update Report in accordance with Exhibit-A, Tribal Periodic Reporting Requirements in this Agreement.

9. Service Delivery Requirements for Persons with Substance Use Disorders

a. Overview

In addition to service delivery requirements in Scope of Work Paragraphs H.1. through H.8. above, ABHS shall fulfill the following service delivery requirements for service provided to Title XIX/Title XXI and Non-Title XIX/XXI persons with substance use disorders. Substance use disorders covered under this Agreement include a range of conditions that vary in severity over time, from problematic, short-term use/abuse of substances to severe and chronic disorders requiring long-term and sustained treatment and recovery management. ABHS shall develop and maintain a continuum of culturally competent substance use disorder services and supports that meet the individualized needs of persons for education, brief intervention, acute stabilization/treatment and long-term recovery management for substance abuse/dependence problems.

b. Service delivery and program requirements

ABHS shall develop services that are designed to meet the individualized needs of persons with substance use disorders and their children and families, and:
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1) Are designed to reduce the intensity, severity and duration of substance use and the number of relapse events, including a focus on life factors that support long-term recovery;

2) Provide ongoing monitoring, feedback and re-engagement into treatment based on changing needs of the individual;

3) Treat the family as a unit and include the family in the treatment process, when determined to be clinically appropriate;

4) Ensure that behavioral health recipients are assessed for co-occurring mental health conditions and physical disability/disease and these co-occurring issues are addressed;

5) Include, as appropriate, a focus on returning the individual to the workforce;

6) Provide physician oversight of medical treatments including methadone, medications and detoxification to ensure services are rehabilitative in focus and directed to long-term recovery management;

7) Ensure coordination and continuity within and between behavioral health service providers and natural supports to reduce premature discharge/disenrollment and support continuity of care over time;

8) Are delivered by staff competent to assess and treat substance use disorders in individuals and families.

c. Substance Abuse Prevention and Treatment Block Grant Requirements

ABHS shall ensure that services funded under the federal block grants meet all requirements outlined in the Terms and Conditions Paragraph F.5, Management of Block Grant Funds, and the ADHS/DBHS Provider Manual.

The Substance Abuse Prevention and Treatment (SAPT) Block Grant is an annual formula grant to the states authorized by the U.S. Congress to support a national system of substance abuse treatment and prevention programs and services. ADHS/DBHS is the designated Single State Agency to administer the Block Grant in Arizona. The Block Grant supports primary prevention and treatment services for priority substance abuse populations and others through an annual allocation to Arizona.

ABHS shall establish program and financial management procedures consistent with requirements of The Children’s Health Act of 2000 and 45 CFR Part 96 as amended. Financial requirements are identified in Terms and Conditions Paragraph F.5, Management of Block Grant Funds.

1) Use of Block Grant Funding (If Allocated)

a) Services funded through the SAPT Block Grant are based on available funding. ABHS shall prioritize expenditure of Block Grant funds and delivery of services for the following priority populations:

i. To ensure access to treatment and long-term recovery support services for pregnant women and teenagers who use substances,
persons who use drugs by injection, and women/teenagers with young (dependent) children and their families;

ii. To provide primary prevention services to individuals and families who do not require covered behavioral health services.

b) Minimum expenditure levels for priority SAPT populations are established by the ADHS/DBHS through the annual Schedule of Non-Title XIX/XXI Funding.

c) Upon meeting service requirements for women with children and their families, ABHS may propose to establish or expand network services for other populations requiring substance abuse interventions and supports, including homeless individuals, sight/hearing impaired, criminal justice populations and persons with co-occurring mental health disorders so long as Grant funds may be tracked for their authorized purpose.

d) SAPT funds may not be used to:

i. Provide inpatient hospital services;

ii. Make cash payments to intended recipients of health services;

iii. Purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase major medical equipment;

iv. Satisfy any requirement for the expenditure of non-federal funds as a condition for receipt of federal funds;

v. Provide financial assistance to any entity other than a public or non-profit private entity;

vi. 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;

vii. Pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of Level 1 of the Executive Salary Schedule for the award year; see: http://grants.nih.gov/grants/policy/salgap_summary.htm;

viii. Purchase treatment services in penal or correctional institutions of the State of Arizona.

2) Program Requirements for Women, Children and Families

a) ABHS shall establish a sufficient network for services and supports to engage, retain and treat pregnant women and women/teenagers with young children who request and are in need of substance use disorder treatment. Services shall be designed to support the long-term recovery needs of women and their families and include targeted outreach
activities to identify and enroll women with substance use disorders, supported employment and coordination of housing needs. ABHS shall prioritize new and existing undedicated monies available for substance abuse to treatment services for pregnant women pursuant to A.R.S. § 36-141.

i. Preferential Access for Pregnant Women

ABHS shall establish mechanisms to ensure that each pregnant woman who requests and is in need of substance use disorder treatment is admitted within forty-eight (48) hours and is provided interim services in conformance with the ADHS/DBHS Provider Manual.

ii. Specialty Programs for Women and Children

ABHS shall establish, develop and expand network capacity to provide outreach, specialized treatment and recovery support services for women who are pregnant or have young children and their families, including women who are attempting to regain custody of their children. Services shall treat the family as a unit and admit both women and their children into treatment.

b) Specialty programs for women and children shall include the following components at the treatment site:

i. Delivery or referral for primary medical care for women;
ii. Delivery or referral for primary pediatric care for children;
iii. Gender-specific substance abuse treatment;
iv. Therapeutic interventions for children;
v. Child care.

3) Program Requirements for Injection Drug Abuse

ABHS shall ensure:

a) Behavioral health recipients who use drugs by injection receive services within timeframes outlined in the ADHS/DBHS Provider Manual.
b) Providers conduct scientifically sound outreach activities to encourage individuals in need to undergo treatment.

4) Program Requirements for Tuberculosis Services

ABHS shall ensure that persons with substance use disorders are referred for tuberculosis services.

5) Non-Title XIX/XXI SAPT Wait List

ABHS shall establish and maintain a Non-Title XIX/XXI wait list for SAPT Block grant priority populations, if SAPT funding is allocated. The wait list shall include at a minimum:

a) A unique identifier for each injection drug abuser seeking treatment and/or receiving interim services; and
b) A unique identifier for each pregnant/parenting woman seeking treatment and receiving interim services.

ABHS may request to waive wait list management requirements upon submission and approval of performance and outcome data as directed by ADHS/DBHS under the SAPT Block Grant.

10. Service Delivery Requirements for Community Mental Health Services Block Grant

a. ABHS shall ensure that services funded under the federal block grants meet all requirements outlined in Terms and Conditions Paragraph F.5. Management of Block Grant Funds and the ADHS/DBHS Provider Manual.

b. The Community Mental Health Services Block Grant is an annual formula grant to the States authorized by U.S. Congress through the Department of Health and Human Services, Center for Mental Health Services (CMHS), Substance Abuse and Mental Health Services Administration (SAMHSA). Block grants are awarded to States to establish or expand an organized community-based system of care for providing mental health services to adults with a serious mental illness (SMI) and children with a serious emotional disturbance (SED). ADHS/DBHS is the designated Single State Agency to administer the Block Grant in Arizona.

c. Services funded through the CMHS Block Grant are based on available funding. ABHS shall prioritize expenditures of Block Grant funds and delivery of services for the following priority populations:

1) Non-Title XIX/XXI adults with Serious Mental Illness and

2) Non-Title XIX/XXI children with a Serious Emotional Disturbance

d. Mental Health Block Grant funds may not be used to:

1. Provide inpatient hospital services;

2. Make cash payments to intended recipients of health services;

3. Purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;

4. Satisfy any requirement for the expenditure of non-federal funds as a condition for receipt of federal funds;

5. Provide financial assistance to any entity other than a public or non-profit private entity;

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;

7. Pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of Level 1 of the Executive Salary
11. **Sign Language, Translation, and Interpreter Services**

ABHS shall administer sign language, translation and interpreter services. ABHS shall subcontract with qualified service providers to deliver sign language, translation and interpretation services. ABHS shall monitor qualified service providers to ensure that these covered behavioral health services are delivered to behavioral health recipients in accordance with the requirements of this Agreement and all documents incorporated by reference, including the Cultural Competence requirements referenced in the ADHS/DBHS Provider Manual.

I. **TRAINING OF TRIBAL PERSONNEL**

1. Apache Behavioral Health Services (ABHS) shall allocate sufficient financial and personnel resources to maintain a training function to enhance the knowledge and skills of all personnel, and behavioral health recipients and family members (who provide peer support) that shall support the behavioral health delivery system in achieving the Arizona System Principles, Arizona Children’s Vision and Principles, and Guiding Principles for Recovery-Oriented Adult Behavioral Health Services and Systems. Training shall take multiple forms including but not limited to formal trainings, coaching, modeling and observation.

2. ABHS shall:
   a. Provide orientation and ongoing training to all personnel;
   b. Provide the minimum training requirements outlined in the ADHS/DBHS Provider Manual to all providers;
   c. Have qualified personnel develop and deliver trainings;
   d. Involve behavioral health recipients and family members in the development and delivery of trainings, and
   e. Address in all trainings, the cultural relevance and considerations pertaining to each training topic.

3. ABHS shall assist ADHS/DBHS in coordinating and delivering trainings initiated by ADHS/DBHS due to identified needs, including but not limited to ADHS/DBHS Strategic Plan and those needs identified in collaboration with other State agencies.

4. ABHS shall have processes to identify the training needs of its personnel, and behavioral health recipients and family members and then provide such trainings, orientation or technical assistance to support them in successfully fulfilling the requirements of their position and to assist in achieving the Arizona System Principles, Arizona Children’s Vision and Principles, and Guiding Principles for Recovery-Oriented Adult Behavioral Health Services and Systems.

5. ABHS shall use systematic processes such as case file review results, complaint data, utilization data and grievance and appeal data to identify staff who require training or technical assistance above the required minimum if they are not practicing in accordance with the Arizona Children’s Vision and Principles and Guiding Principles for Recovery-Oriented Adult Behavioral Health Services and Systems. ABHS shall also provide or ensure that all appropriate personnel, and behavioral health recipients and family
members are provided training and/or technical assistance regarding new initiatives and best practices, including ADHS/DBHS Clinical Practice Protocols that impact the delivery of behavioral health services. ABHS shall provide or ensure availability of training or technical assistance that is requested by personnel, or behavioral health recipients and family members.

6. ABHS shall make available trainings to child serving Tribal agencies (Tribal Social Services, White Mountain Apache Behavioral Health Services, Human Services, Juvenile Detention and Rehabilitation Center. Juvenile Probation Officer, and Community based schools) regarding the Arizona model for delivering services to behavioral health recipients and for coaching state agency personnel in working with children and families who have behavioral health needs.

7. ABHS shall have processes to document the delivery of all trainings to personnel and behavioral health recipients.

8. A T/RBHA shall train and monitor the providers that subcontract with the T/RBHA. If the provider contracts with multiple T/RBHAs, then the responsibility of the training and monitoring falls to the T/RBHA that is responsible for the GSA in which the provider is located and has the sole responsibility of the training and monitoring of that provider. When applicable, ABHS shall request the monitoring and training information from the RBHA responsible for the training and monitoring on an annual basis.

9. ABHS shall submit a Quarterly Cultural Competency and Workforce Development Update Report, a template is provided quarterly which outlines expectations, formatting and reporting requirements.

10. ABHS shall complete and submit an Annual Training Plan, a template is provided annually which outlines expectations, formats and reporting requirements.

J. SYSTEM COLLABORATION

1. System Collaboration with State Agencies/County Agencies/Tribal Agencies

   a. Apache Behavioral Health Services (ABHS) shall work collaboratively with state agencies, county agencies, tribal agencies, hospitals, schools and coalitions as applicable, at the local system level.

   ABHS shall, as appropriate, collaborate with each County, District, or Regional Office of:

   1) Arizona Department of Economic Security/Child Protective Service and Tribal Social Services
   2) Arizona Department of Economic Security/Division of Developmental Disabilities;
   3) Arizona Department of Economic Security/Rehabilitative Services Administration;
   4) White Mountain Apache Tribe Department Of Corrections and Rehabilitation
   5) Juvenile Detention and Rehabilitation Center; and
   6) Juvenile Probation Officer,
   7) Tribal Agencies,
   8) AHCCCS/SSIMAO

   b. At a minimum, the collaborative efforts shall address:
K. COMMUNICATION WITH BEHAVIORAL HEALTH RECIPIENTS, FAMILY MEMBERS, STAKEHOLDERS, AND PROVIDERS

1. Overview

a. Apache Behavioral Health Services (ABHS) shall be proactive in communicating information to behavioral health recipients, family members, and stakeholders and providers to foster a community that understands the behavioral health delivery system including but not limited to the following information:

   1) How to access services,
   2) The covered behavioral health services available to the various populations,
   3) Information on treatment of behavioral health problems,
   4) Customer service contact information,
   5) Information pertaining to new initiatives within the behavioral health system,
   6) Information describing the provider network.

b. ABHS shall ensure timely and accurate dissemination and communication of information required by ADHS/DBHS. Upon request, ABHS shall assist ADHS/DBHS in the dissemination of information to behavioral health recipients prepared by the federal government, AHCCCS, or ADHS/DBHS. The cost of disseminating and communicating information shall be borne by ABHS. ABHS shall submit all materials to ADHS/DBHS for approval prior to distribution.

c. All advertisements, publications, and printed materials which are produced by ABHS and refer to Title XIX and Title XXI covered services shall state that such services are funded under a contract between AHCCCS and ADHS/DBHS. All advertisements, publications, and printed materials, which are produced by ABHS and refer to Non-Title XIX/XXI covered services, shall state that such services are funded through ADHS/DBHS.

d. At a minimum, information shall be updated as needed and made available to the following groups: behavioral health recipients, family members, community stakeholders and State agencies.

e. Communication requirements with Providers are outlined in Scope of Work Paragraph E.3.

2. Communications with Behavioral Health Recipients

a. Written Communication

1) ABHS shall educate behavioral health recipients about covered behavioral health services and where and how to access services. Additional informational material intended for distribution to enrolled persons, and prepared by ABHS, shall be approved by the ADHS/DBHS, in writing, prior to distribution to enrolled persons. Member material must be
printed in a type-style and size which can easily be read by members with varying degrees of visual impairment and shall be written in an easily understood format.

At a minimum, ABHS shall communicate with behavioral health recipients through the following:

a) Member Handbook.
   i. ADHS/DBHS has a Handbook template, which ABHS shall augment with Tribal specific information. At a minimum, the Member Handbook shall be reviewed and updated by ABHS annually. ABHS shall submit the updated Member Handbook to ADHS/DBHS within thirty (30) days of making required and Tribal specific changes to the ADHS/DBHS Member Handbook Template in accordance with Exhibit A of this Agreement and shall have the Member Handbook approved by ADHS/DBHS prior to printing.
   
   ii. The Member Handbook shall be provided to behavioral health recipients within twelve (12) business days of receiving a first service.

   iii. ABHS’ updated Member Handbook must be made available to all enrolled persons on an annual basis. Notification on the availability of the updated Member Handbook must be provided to enrolled persons.

b) Notices for denials, reductions, suspensions or terminations of services for Title XIX and Title XXI behavioral health recipients.

c) Other information as specified in the ADHS/DBHS Provider Manual.

2) When a provider is terminated, behavioral health recipients currently being serviced by that provider shall be provided a written notice within fifteen (15) days of receipt or issuance of termination notice.

3) Written material shall contain easily understood language and format. ABHS shall make every effort to ensure that all information prepared for distribution to behavioral health recipients is written in easily understood language.

4) When there are program changes, written notification shall be provided to the affected persons at least thirty (30) days before implementation.

5) All informational materials intended for distribution to behavioral health recipients shall be reviewed for accuracy by ABHS and, to the extent otherwise provided herein, approved by ADHS/DBHS prior to distribution.

b. Written Translation Requirements

1) All materials shall be translated into another language when the Contractor is aware that the other language is spoken by three thousand (3,000) individuals or ten percent (10%), whichever is less, of behavioral health recipients in the service area who also have Limited English Proficiency (LEP)

2) All vital material should be translated into another language when ABHS
is aware that the other language is spoken by one thousand (1,000) or five percent (5%), whichever is less, of behavioral health recipients in the service area who also have LEP. Vital materials include, at a minimum, notice for denials, reductions, suspensions or terminations of services and consent forms. Language services shall be provided to meet the needs of the WMAT Community and in accordance with ABHS Provider Manual Section 3.23, Cultural Competence.

3) All written notices informing persons of their right to interpretation and translation services shall be translated when ABHS is aware that one thousand (1,000) or five percent (5%), whichever is less, of the behavioral health recipients in the service area speak that language and have LEP.

4) Written materials shall be available in alternative formats for the visually impaired.

5) ABHS shall inform all behavioral health recipients that information is available in alternative formats and how to access those formats.

c. Oral Interpretation Requirements

ABHS shall make oral interpretation services available free of charge to all Title XIX and Title XXI persons. This applies to all non-English languages, not just those that ABHS identifies as prevalent.

3. Communications with Family Members

a. General Information to Family Members

1) ABHS shall, at a minimum, make available the following general written information to family members:

a) Where and how to access behavioral health services including emergency behavioral health/crisis services,

b) Information on the family members' role in the assessment and treatment for behavioral health recipients,

c) Generic information on the treatment of behavioral health problems,

d) Any limitations in involving family members or providing behavioral health recipient information for adult persons who do not want information shared with family members,

e) Customer service telephone numbers and hours of operation,

f) How to identify and contact a behavioral health recipient's Acute Health Plan and Provider Coordinator(s), and

g) Covered behavioral health services.

2) ABHS shall give the above stated written materials to providers to distribute to family members.
3) ABHS shall educate providers regarding having a warm and welcoming environment for both behavioral health recipients and their families.

b. Behavioral Health Recipient Information to Family Members

1) ABHS shall require that providers encourage adult persons to include family members in the assessment and treatment for behavioral health recipients, unless it is contraindicated by family circumstances.

2) ABHS shall ensure that information regarding behavioral health recipients is shared in accordance with confidentiality and HIPAA rules and policy as outlined in Federal State and tribal law, as applicable, the ADHS/DBHS Provider Manual, and the ADHS/DBHS Policies and Procedures Manual.

4. Communications with Stakeholders and State Agencies

a. ABHS shall periodically disseminate the following information, and other information upon request by ADHS/DBHS, to relevant community stakeholders

1) How to access behavioral health services, including emergency/crisis behavioral health services,

2) Customer service telephone numbers and hours of operation,

3) How to identify and contact a behavioral health recipient's Acute Health Plan and Provider Coordinator(s), and

4) Covered behavioral health services, and a listing and locations of contracted behavioral health providers.

b. ABHS shall communicate with stakeholders and conduct outreach as outlined in Scope of Work Paragraph F.

5. Web Posting

a. ABHS shall maintain a website. The website shall be organized to allow for easy access of information by behavioral health recipients, family members, providers and stakeholders.

b. The website shall contain at a minimum the following information or links:

1) How to access behavioral health services, including crisis contact information

2) Provider Listing

3) Behavioral Health Recipient Handbook

4) Customer service contact information

5) The ABHS' hours of operation

6) ADHS/DBHS Provider Manual and Tribal specific information, including formulary information

7) Advocacy organizations, including advocacy for family members
L. QUALITY MANAGEMENT/UTILIZATION MANAGEMENT

1. Quality Management and Improvement Program

a. Apache Behavioral Health Services (ABHS) shall institute processes to assess, plan, implement and evaluate the quality of care provided to behavioral health recipients. ABHS shall have a quality management and quality improvement program that fulfills all Quality Management requirements contained within the ADHS/DBHS Policies and Procedures Manual, ADHS/DBHS Provider Manual, and requirements from the AHCCCS quality management requirements outlined in AHCCCS Medical Policy Manual (AMPm), Chapter 900. The Quality Management Program shall require monitoring, reporting, and performance improvement activities, as agreed upon in collaboration with ADHS/DBHS.

b. ABHS shall have a sufficient number of qualified personnel to fulfill all quality management functions. ABHS shall ensure that all activities within quality management are for the purpose of improving quality of care and meeting requirements set forth in this Agreement. ABHS shall conduct provider monitoring activities to ensure that providers are in compliance with all contractual requirements.

c. ABHS shall ensure active participation in data collection and analysis. ABHS shall actively participate in the monitoring and tracking of quality improvement findings and shall take such actions as determined necessary to improve the quality of care provided to behavioral health recipients. Mutually agreed upon information will be shared between the RBHA and the TRBHAs.

d. ABHS must inform ADHS/DBHS Quality Management within one (1) business day of its awareness of high profile (ALERTS) (Any situation or occurrence that involves a behavioral health recipient, behavioral health provider, and/or regional behavioral health authority that has resulted or has the potential to result in media attention/involvement).

e. All reports of incident/accident/death (IAD’s) for all behavioral health recipients with an open episode of care (EOC) must be forwarded to ADHS/DBHS Quality Management on the scheduled date of submission.

f. ABHS must research, investigate and evaluate identified quality of care (QOC) concerns. The concerns may be referred by ADHS/DBHS Quality Management and ABHS internal sources, (behavioral health recipients, service providers, stakeholders etc.)

g. ADHS/DBHS intends to enhance its quality management system in order to more effectively monitor the process of improving services under the JK Settlement Agreement. As these changes are implemented, ABHS shall conform its quality management systems to be consistent with ADHS/DBHS quality management systems including monitoring and performance improvement activities, as agreed upon by ADHS/DBHS and ABHS.

2. Performance Standards

a. ABHS shall meet ADHS/DBHS Minimum Performance Standards for all applicable Title XIX and Title XXI, services. Beyond the minimum requirements, it is equally important that ABHS continually improve performance indicator outcomes from year to year. ABHS shall strive to meet the ultimate goal.
established or approved by ADHS/DBHS. All targeted performance measures are outlined in the Contract between ADHS/DBHS and AHCCCS. ADHS/DBHS has established two levels of performance:

1) Minimum Performance Standard

A Minimum Performance Standard is the minimally expected level of performance by ABHS.

2) Goal

A Goal is a reachable standard for a given performance indicator for the Agreement year. If ABHS has already met or exceeded the ADHS/DBHS established or approved Minimum Performance Standard for any indicator, ABHS shall strive to meet the Goal for the indicator.

b. If ABHS does not show demonstrable and sustained improvement toward meeting ADHS/DBHS established Performance Standards, ADHS/DBHS shall notify ABHS to develop a corrective action plan. The corrective action plan shall be received by ADHS/DBHS within thirty (30) days after notification to ABHS. This plan shall be approved by ADHS/DBHS prior to implementation. ADHS/DBHS may conduct one or more follow-up onsite reviews or other audit processes to verify compliance with a corrective action plan. Failure to achieve adequate improvement following the implementation of the corrective action plan without a justifiable explanation, may result in sanctions imposed by ADHS/DBHS.

c. ABHS shall require a corrective action from any subcontractor not showing demonstrable and sustained improvement toward meeting ADHS/DBHS established or approved Minimum Performance Standards.

d. ABHS shall require a corrective action plan from, and may impose sanctions on, any subcontractor when:

1) The subcontractor does not achieve the minimum standard for any indicator;
2) The subcontractor's performance for any indicator declines to a level below the ADHS/DBHS established or approved Minimum Performance Standard;
3) There is a statistically significant drop in the subcontractor's performance on any indicator without a justifiable explanation.

e. The following table identifies the Minimum Performance Standards and Goals for the required aspect of performance:
3. ADHS/DBHS Quality Improvement Activities

   a. ABHS shall participate in the following ADHS/DBHS quality improvement activities:
      
      1) Annual Member Surveys

      ABHS and its subcontractors, as applicable, shall actively participate in the development and
      administration of the annual member surveys: 1) the Adult Member Survey and, 2) the Youth Services
      Survey for Families (YSS-F). ABHS shall send completed member surveys to ADHS/DBHS for
      entering into SPSS database, and ADHS/DBHS processes the surveys. ABHS shall use findings from the
      Surveys to improve care for behavioral health recipients.

      2) Performance Improvement Projects

      ABHS and its subcontractors, as applicable, shall actively participate in Performance Improvement Projects.
      This includes implementation of improvement activities targeted to improve the quality of care provided
      to behavioral health recipients.

4. Medical and Utilization Management

   a. ABHS shall comply with Chapter 1000 of the AHCCCS Medical Policy Manual (AMP), the ADHS/DBHS
      Policies and Procedures Manual and the ADHS/DBHS Provider Manual. ABHS shall also strive to ensure
      that hospitals, mental hospitals and inpatient psychiatric facilities (acute, subacute, and residential
      treatment centers) comply with federal requirements regarding mental care evaluation studies as prescribed
      in 42 CFR, Parts 441 and 456.

      ABHS shall actively monitor subcontractors' medical and utilization management activities in an effort to ensure
      compliance with federal regulations, AHCCCS and ADHS requirements related to its medical management
      and utilization management plan. ABHS and its subcontractors shall incorporate the ADHS/DBHS definition
      of medically necessary covered behavioral health services into ABHS' documents where applicable.

   b. ADHS/DBHS shall monitor over and under utilization services for Level I and Level II facilities. ABHS shall
      have processes that monitor for under and over utilization
of all other services. ABHS shall review medical and utilization data to evaluate services are being provided in a manner that is consistent with the Arizona Children's Vision and Principles and the Guiding Principles for Recovery-Oriented Adult Behavioral Health Services and Systems. ABHS shall have personnel who have the ability to analyze and interpret under utilization/over utilization of services for individuals and subcontractors.

c. ABHS shall ensure that there are processes to track and monitor service utilization across subcontractors and ensure Title XIX and Title XXI reimbursement is not made beyond the following service limitations:

1) Title XIX and Title XXI behavioral health recipients (BHR), age 21 through 64 receiving services in an Institution for Mental Disease does not exceed thirty (30) days per admission or sixty (60) days per Agreement year.

2) Title XIX and Title XXI behavioral health recipients receiving respite services do not exceed six hundred 600 hours per Agreement year.

d. Authorization Process for Tribal Agencies

1) The authorization process shall be performed in accordance with the ADHS/DBHS policies and procedures and Provider Manual Section 3.14 and AHCCCS AM/PM Chapter 1000.

2) ABHS shall provide comprehensive initial authorization paperwork (via e-mail, fax) for all emergency/non-emergency admissions for Level I and Level II (under the age of 21) authorizations and continued stays in Level II behavioral health facilities.

3) ABHS shall comply with federal utilization requirements, including certification of needs (CON) for initial authorization; and recertification of need (RON) for continued stay in inpatient setting.

4) ADHS/DBHS will review the initial paperwork for admissions and continued stays to ensure documentation of medical necessity; authorization will be entered into the AHCCCS database. Provider and ABHS will be notified about the dates of service authorized.

5) ADHS/DBHS can be reached at (602) 364-4642 or (602) 364-4384, Monday thru Friday, 8:00 am thru 5:00 pm. After hours (after 5:00 pm Monday through Friday, on weekends or State holidays) a voice message can be left at the same number and the call will be returned the next business day.

e. ABHS shall follow all guidelines in the AHCCCS AM/PM Chapter 1000 for the adoption and dissemination of Clinical Practice Guidelines, and the annual review of Clinical Practice Guidelines through its MM/UM Committee in consultation with the provider community and the ABHS Chief Medical Officer.

f. ABHS shall provide subcontractors with technical assistance regarding medical and utilization management.

5. Quality Management, Medical and Utilization Management Reporting
ABHS shall submit the following quality management, medical and utilization management deliverables in accordance with requirements outlined in the ADHS/DBHS Policies and Procedures Manual, ADHS/DBHS Quality Management, Medical and Utilization Management Plan and timeframes outlined in Exhibit-A Tribal Periodic and Ad Hoc Reporting Requirements. ABHS shall be responsible for the monitoring and reporting of quality management, medical management and utilization management data, and performance improvement activities by their service area.

a. Quality Management, Medical and Utilization Management Plans

ABHS shall submit annual Quality Management, Medical and Utilization Management Plans, with work-plans including evaluations of previous years plans. The Plans shall include requirements from AHCCCS Medical Policy Manual Chapter 900 (Quality Management and Quality Improvement Program) and Chapter 1000, (Medical and Utilization Management). The annual Plans shall be submitted to ADHS, in accordance with Exhibit-A, Tribal Periodic Reporting Requirements of this Agreement.

b. Inpatient Hospital Showing Report

ADHS/DBHS shall complete the Quarterly Inpatient Hospital Showing Report, which is a report that demonstrates compliance with federal requirements related to certification of need and re-certification of need for Level I behavioral health services, according to ADHS/DBHS Policies and Procedures Manual on Showing Reports. ABHS' Director and/or Chief Medical Officer/Whiteriver IHS Psychiatrist shall attest in writing that the information is accurate and complete. The Inpatient Hospital Showing Report is due to ADHS/DBHS no later than ten (10) days after the end of the quarter.

c. Medical Care Evaluation (MCE) Studies

Subcontracted Level I facilities are required to conduct MCE Studies in accordance with 42 CFR, Part 456, Subpart C and D and ADHS/DBHS Policies and Procedures Manual on Medical Care Evaluation Studies. ABHS may enter into agreements with RBHAs to complete MCE Studies. Reporting MCE Studies results and topics are the responsibility of the RBHA, if such agreements are in place.

M. COMPLAINTS, SMI GRIEVANCES, MEMBER APPEALS, AND CLAIM DISPUTES

1. General

a. Apache Behavioral Health Services (ABHS) shall provide the appropriate personnel to establish, implement and maintain the necessary functions of the complaint process for enrolled persons. The goal of this process is to provide persons seeking or receiving behavioral health services access to a complaint process that fairly and efficiently resolves identified issues. ABHS shall attempt to resolve issues through the complaint process whenever possible; however, ABHS shall not prohibit or interfere with an enrolled person's or a provider's right to us the SMI grievance, member appeal, and provider claims dispute processes.

b. ADHS/DBHS shall provide the appropriate personnel to establish, implement and maintain the necessary functions of the SMI grievance, member appeal, and provider claims dispute processes. ABHS shall comply with the SMI grievance,
member appeal, and provider claims disputes requirements in the ADHS/DBHS Provider Manual and ADHS/DBHS Policies and Procedures Manual. ABHS shall forward all SMI grievances or, member appeals filed by eligible or enrolled persons or claims disputes filed by subcontracted providers to the ADHS/DBHS Office of Grievance and Appeals within one (1) working day of receipt, in a format acceptable to ADHS/DBHS.

c. The ADHS/DBHS, when necessary to comply with the terms of this Agreement, may upon review of any complaint, SMI grievance, member appeal, or provider claims dispute require ABHS to carry out ADHS/DBHS determined actions pending the formal resolution of the complaint, SMI grievance, member appeal, or provider claims dispute.

2. Complaints

ABHS shall develop and implement written internal procedures that guide the informal dispute resolution process including timeframes for resolution. These procedures shall comply with the ADHS/DBHS Provider Manual, ADHS/DBHS Policies and Procedures Manual, and 42 CFR 438.1 et seq.

3. SMI Grievances and Member Appeals

ABHS shall assist ADHS/DBHS in processing SMI Grievances and member appeals by ensuring its staff and contracted provider’s staff comply with procedural requirements described in the ADHS/DBHS Provider Manual and the ADHS/DBHS Policies and Procedures Manual, including, but not limited to, the provision of required notices to persons with a serious mental illness, participating in an investigation, providing requested documents, participating in informal conferences or administrative hearings, as necessary. ADHS/DBHS shall work collaboratively with ABHS in identifying any actions to be taken resulting from an SMI Grievance or member appeal.

4. Provider Claims Disputes

a. ABHS shall assist ADHS/DBHS in processing Provider Claims Disputes by ensuring its staff and contracted provider’s staff comply with procedural requirements described in the ADHS/DBHS Provider Manual and the ADHS/DBHS Policies and Procedures Manual, including, but not limited to, providing requested information and documents and participating in administrative hearings, as necessary. To the extent a decision made in response to a Provider Claims Dispute identifies ABHS as financially responsible, ADHS/DBHS shall work collaboratively with ABHS to reach consensus prior to the written decision being issued.

N. DATA REQUIREMENTS

1. Claims Submissions

a. Apache Behavioral Health Services (ABHS) shall submit claims to AHCCCS in accordance with the ADHS/DBHS Program Support Operations and Procedures Manual, ADHS/DBHS Provider Manual, and the Financial Reporting Guide. ABHS shall meet all timeliness requirements of submitting claims as outlined in the ADHS/DBHS Program Support Operations and Procedures Manual. ABHS shall meet all claims submission requirements including timeliness of claims or be subject to financial sanction.
b. ABHS shall require subcontracted providers to submit claims for every service rendered to a client in accordance with claims submission requirements outlined in the ADHS/DBHS Provider Manual and the AHCCCS Fee-for-Services Manual.

c. ABHS shall participate in data validations studies in accordance with Terms and Conditions Paragraph G. Compliance Provisions.

2. Enrollment and Demographic Data Submission


b. ABHS shall meet all enrollment and data submission requirements outlined in the Demographic Data Set User Guide, the CIS File Layout and Specifications Manual and the ADHS/DBHS Provider Manual or be subject to sanctions.

3. Grievance and Appeals Data Submission-Reserved

4. Eligibility Inquiries

ABHS shall use electronic processes to access Title XIX/XXI eligibility information as outlined in the ADHS/DBHS Provider Manual including web based inquiries. ABHS can access and utilize the AHCCCS Prepaid Medical Management Information System (PMMIS) to determine Title XIX and Title XXI eligibility and AHCCCS Health Plan enrollment information. ABHS shall identify staff that will utilize the PMMIS system and obtain log-on clearance by contacting and requesting such through the ADHS/DBHS Office of Program Support. ADHS/DBHS Office of Program Support shall provide ABHS technical assistance and training regarding the use and interpretation of the PMMIS data screens.

5. Ad Hoc Requests

ABHS shall respond to any ad hoc submission, processing or review requests from ADHS/DBHS. ADHS/DBHS shall provide at least a thirty (30) day notification for any ad hoc electronic data requests.

O. CORPORATE COMPLIANCE

Apache Behavioral Health Services (ABHS) is responsible for complying with ADHS/DBHS Office of Program Integrity Operations and Procedures Manual, which outlines ABHS’ requirements for a Corporate Compliance Program pertaining to fraud and abuse. ABHS shall ensure that subcontractors work in collaboration with ADHS/DBHS to comply with the Corporate Compliance Program. Failure to comply may result in the penalty described in A.R.S. §13-2310 if applicable.

P. PREVENTION PROGRAMS

Subject to the availability of funds, Apache Behavioral Health Services (ABHS) shall develop and implement primary prevention services in accordance with ADHS/DBHS Covered Behavioral Health Services Guide. Prevention services shall be made available for non-enrolled persons, their families and communities to reduce the risk of development or emergence of behavioral health disorders and to improve overall
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behavioral health status in targeted families and communities in compliance with the requirements in the Framework for Behavioral Health in Prevention.

Q. FINANCIAL MANAGEMENT

Apache Behavioral Health Services (ABHS) shall ensure that it has a system to produce complete, timely, reliable and accurate financial records in accordance with the following agreement requirements for financial reporting:

a. ABHS shall design and implement its financial operations system to ensure compliance with Generally Accepted Accounting Principles or Generally Accepted Accounting Principles for Governments, as applicable.

b. ABHS is required to submit audited Financial Statements. Audited Financial Statements are due to ADHS/DBHS within nine (9) months after the ABHS fiscal year end. If ABHS expends $500,000 or more a year in federal funds, applicable major federal programs must be audited in accordance with OMB Circular A-133 for The White Mountain Apache Tribe Behavioral Health Services. If the White Mountain Apache Tribe is organized into subsidiaries or divisions with separate reporting entities, the financial reporting requirements herein shall be limited to the subsidiary or reporting entity with responsibility for ABHS’ services covered by this Agreement.

c. ABHS is required to submit annual SAPT and CMHS Distribution Reports in the format provided by ADHS/DBHS by October 15th of each year.

d. ABHS is required to submit a quarterly year-to-date report, forty-five (45) days after the quarter detailing revenue and expenses separately: Supported Housing; Crisis Services, Medication, Title XIX(XXI) reimbursement, Block Grants (if applicable) and Title XIX Administration. Any reclassifications or adjustments should be footnoted on the report under disclosures.

e. ABHS is required to submit an Annual Revenue and Expense Report and Certification Statement by November 15th of each year.

f. Requests for extension of reporting deadlines shall be submitted in writing and must be received by ADHS/DBHS prior to the report due date.
Terms and Conditions

A. STANDARD PROVISIONS

1. Term of Agreement

The term of this Agreement shall commence on the date signed by the Secretary of State and shall remain in effect for a period of no more than five (5) years, beginning July 1, 2012 and ending June 30, 2017, unless terminated, canceled, renewed or extended as otherwise provided herein.

2. Agreement Extension

The Tribe agrees that ADHS/DBHS and the Tribe shall have the right to renew the Agreement annually for up to two (2) one year periods or a portion thereof. In the event that this right is exercised, all terms, conditions and provisions of the original Agreement shall remain the same and apply during the renewal period unless modified through an amendment.

3. Amendments

ADHS/DBHS and the Tribe may re-negotiate any provision(s) of this Agreement. Any change to this Agreement shall be carried out in accordance with the following: A written amendment signed by both parties to this Agreement shall be required whenever there is a change in a reimbursement rate negotiated by ADHS/DBHS and the Tribe; whenever there is a change in services provided under this Agreement, the service provision methodology or the level of service as defined in the Scope of Work; or for any other change in the terms and conditions in this Agreement which ADHS/DBHS reasonably deems substantial. When ADHS/DBHS issues an amendment to modify the Agreement, the provisions of such amendment shall be deemed to have been accepted sixty (60) days after the date of certified mailing by ADHS/DBHS, even if the amendment has not been signed by the Tribe, unless within that time the Tribe notifies ADHS/DBHS in writing that it refuses to sign the amendment. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under the Agreement, the Tribe may assert its right to an adjustment in compensation paid under the Agreement. The Tribe shall assert its right to such adjustment within thirty (30) days from the date of receipt of the change notice. Any dispute or disagreement caused by notice of amendment and the Tribe's notification to ADHS/DBHS of its refusal to sign such amendment shall constitute a dispute within the meaning of Terms and Conditions Paragraph H4., Disputes, and shall be administered accordingly.

The White Mountain Apache Tribal Council maintains the final authority to represent the White Mountain Apache Tribal (WMAT) in negotiations with the State of Arizona, Division of Behavioral Health Services (DBHS) and may directly exercise its authority when appropriate for the best interests of the Tribe.

4. Definition of Terms

All the definitions contained in the agreement are placed at the end of this document.

5. Computation of Time
Unless a provision of this Agreement or Documents Incorporated by Reference explicitly states otherwise, periods of time referred to in this Agreement shall be computed as follows:

a. The period of time shall not include the day of the act, event or default from which the designated period of time begins to run.

b. The period of time shall include each day after the day of the act, event or default from which the designated period of time begins to run.

c. If the period of time prescribed or allowed is less than eleven (11) days, the period of time shall not include intermediate Saturdays, Sundays and legal holidays.

d. If the period of time is eleven (11) days or more, the period of time shall include intermediate Saturdays, Sundays, and legal holidays.

e. If the last day of the period of time is not a Saturday, Sunday or legal holiday, the period of time shall include the last day of the period of time.

f. If the last day of the period of time is a Saturday, Sunday, or legal holiday, the period of time shall extend until the end of the next day that is not a Saturday, Sunday or legal holiday.

g. Except as prohibited at law, any deadline set forth herein may be extended for good cause shown if agreed to by both parties.

6. Assignments and Delegation.

The Tribe shall not assign any right nor delegate, other than a division or wholly owned subsidiary of the Tribe, any duty under this Agreement without the prior written approval of ADHS/DBHS. ADHS/DBHS shall not unreasonably withhold its approval of the Tribe’s request.

B. SUPPORTING DOCUMENTS

1. Subjection of ADHS/DBHS Contract with AHCCCS

The terms of this Agreement shall be subject to the applicable material terms and conditions of the contract existing between ADHS/DBHS and AHCCCS for the provision of Title XIX and Title XXI covered behavioral health services.

2. Documents Incorporated by Reference

a. Document Listing

The following documents, and any subsequent amendments, modifications, and supplements to these documents adopted by ADHS/DBHS or AHCCCS (as applicable) during the Agreement period, are incorporated and made a part of this Agreement by reference. Inclusion of State codes or authorities by this reference list shall not waive any exceptions or coordination rights, as applicable, that may apply therein with regard to tribal entities or as may be unique to TRBHAs:

1) ADHS/DBHS Covered Behavioral Health Services Guide
2) ADHS/DBHS Provider Manual
3) ADHS/DBHS Policies and Procedures Manual
6) ADHS Accounting and Auditing Procedures Manual
7) ADHS/DBHS Financial Reporting Guide
8) ADHS/DBHS Quality Management/Medical Management/ Utilization Management (QM/MM/UM) Plans
9) ADHS/DBHS Framework for Prevention in Behavioral Health
10) AHCCCS Medical Policy Manual (AMP M) - Chapters 900 and 1000
11) ADHS/DBHS Strategic Plan
12) ADHS/DBHS Cultural Competence Plan
13) ADHS/DBHS Clinical Practice Protocols
   i. Psychopharmacology in Children Under Five Years of Age
   ii. Out of Home Placement
   iii. The Child and Family Team
   iv. Adolescent Substance Abuse Treatment
14) Children's and Adult System of Care Plans
15) AHCCCS Fee-for-Service Manual
16) Balanced Budget Act of 1997 (BBA)
17) Arizona Administrative Code Title 9, Chapter 20
   ADHS rules for the licensing of behavioral health agencies.
18) Arizona Administrative Code Title 9, Chapter 21
   ADHS rules for service delivery for persons with a serious mental illness.
19) Arizona Administrative Code Title 9, Chapter 22
   AHCCCS rules for the Title XIX acute program.
20) Arizona Administrative Code Title 9, Chapter 31
   AHCCCS rules for the Title XXI program.
21) ADHS/DBHS Member Handbook
22) Office of Program Integrity Operations and Procedures Manual
23) SAPT and CMHS FAQ's
24) Demographic Data Set User Guide,

b. Revisions to Documents Incorporated by Reference

1) The Tribe and its agent shall comply with the applicable terms, conditions, and requirements of these documents, as amended/revised from time to time, consistent with applicable law and the Agreement Order of Precedence as outlined in the Terms and Conditions, as if the terms and conditions of the documents had been fully set forth in this Agreement.

2) ADHS/DBHS, the Tribe and Apache Behavioral Health Services (ABHS) acknowledge that the behavioral health system is constantly changing and evolving to reflect new and innovative approaches to treatment, and the delivery and management of behavioral health services. The common goal of ADHS/DBHS, the Tribe and ABHS is to develop and apply new and innovative strategies to better serve behavioral health recipients. As a result, ADHS/DBHS, from time to time, may revise and update the above stated documents to allow for the orderly implementation of changes to the behavioral health system.

3) ADHS/DBHS will notify ABHS when changes will be made to the documents Incorporated by Reference. ABHS shall have thirty (30) days to notify ADHS/DBHS if it has any disagreement with the new provisions. ABHS shall be provided a reasonable time period to implement any changes.
3. **Other Documents**

This section contains references to documents that guide the development of the behavioral health system requirements. From time to time these documents may be amended. If any such amendments result, there may be changes to this Agreement or documents incorporated by reference in accordance with Terms and Conditions Paragraph A.6. or B.2. as applicable. The Tribe and its agent shall be provided a reasonable time period to implement any changes. Inclusion of State codes or authorities by this reference list shall not waive any exceptions or coordination rights, as applicable, that may apply therein with regard to tribal entities or as may be unique to TRBHAs.

a. **Administrative Rules**

1) Arizona Administrative Code Title 2, Chapter 19 Administrative hearing rules.
2) Arizona Administrative Code Title 9, Chapter 28 AHCCCS rules for the Title XIX DDD ALTCS program.
3) Arizona Administrative Code Title 9, Chapter 34 AHCCCS rules for the grievance system.

b. **Legal Document**

1) JK vs. Gerard Settlement Agreement

c. **Federal Block Grants**

1) Community Mental Health Services Block Grant pursuant to Division B, Title XXXII, Section 3204 of the Children's Health Act of 2000 (CMHS).

2) Substance Abuse Prevention and Treatment Block Grant pursuant to Division B, Title XXXIII, Section 3303 of the Children's Health Act of 2000 and pursuant to Section 1921-1954 of the Public Health Service Act and 45 CFR Part 96 Interim Final Rules (SAPT).

d. **Intergovernmental Agreements, Interagency Service Agreements and Memorandums of Understanding.**

1) **Intergovernmental Agreements**

a) Intergovernmental Agreement between ADHS and the Arizona Department of Economic Security/Division of Children, Youth and Families (DCYF)
b) Intergovernmental Agreement between ADHS and the Arizona Department of Economic Security/Division of Developmental Disabilities (DDD)
c) Intergovernmental Agreement between ADHS and the Arizona Department of Economic Security/Rehabilitation Services Administration (ADES/RSA)
d) Intergovernmental Agreement between ADHS and Pima County

2) **Interagency Service Agreements**

a) Interagency Service Agreement between ADHS and the Arizona Administrative Office of the Courts (AOC)
b) Interagency Service Agreement between ADHS and the Arizona Department of Economic Security/Rehabilitation Services Administration (ADES/RSA)
c) Interagency Service Agreement between ADHS and the Arizona Department of Juvenile Corrections (ADJC)
d) Interagency Service Agreement between ADHS and the Arizona Department of Housing

3) Memorandum of Understanding


e. Other
1) State Plan – AHCCCS State Plan with Center for Medicare and Medicaid Services (CMS)
2) AHCCCS Medical Policy Manual (AM/PM)

C. ADMINISTRATION PROVISIONS

1. Key Personnel and Staff Requirements

It is essential that Apache Behavioral Health Services (ABHS) have a sufficient number of personnel, capable of and devoted to the successful accomplishment of work to be performed under this Agreement. ABHS shall ensure that all staff have appropriate training, education, experience, orientation and credentialing, as applicable, to fulfill the requirements of their positions.

a. Key Personnel

ABHS shall assign a specific individual or individuals to the following key positions:

1) Director, who has ultimate responsibility to oversee the management of, and adherence to, requirements set forth in this Agreement.

2) Medical Director, who shall be a State licensed physician, board certified in psychiatry and who shall function part-time (at least ten [10] hours per week) to provide medical oversight, clinical assessment and consultation for the White Mountain Apache Behavioral Health Services (WMABHS) clinical staff. The Medical Director can provide oversight/consultation/assessment, via telemed if needed. He/she will provide support to the WMABHS Clinical and Quality Management (QM) staff. The Medical Director will work collaboratively with the Whiteriver Indian Health Service (IHS) Service Unit Psychiatrist to assure coordination of care between the two (2) agencies.

3) Through agreement with the Indian Health Service (IHS) Whiteriver Service Unit, WMABHS shall assure that sufficient psychiatric services are provided by the IHS Whiteriver Service Unit Psychiatrist for WMABHS clients. In addition, WMABHS shall utilize the IHS Whiteriver Service Unit Psychiatrist for the oversight of the prescribing functions performed by the Whiteriver IHS for WMABHS clients.

4) Clinical Director, who shall provide the day to day supervision of the WMABHS Clinical staff.
ABHS agrees that, once assigned to work under this Agreement, removal of key personnel shall require written notice to ADHS/DBHS which shall be provided prior to removal whenever reasonably possible. If key personnel are not available for work under this Agreement for a continuous period exceeding thirty (30) days, or are expected to devote substantially less effort to the work than initially anticipated, ABHS shall notify ADHS/DBHS within seven (7) days, and shall, subject to the concurrence of ADHS/DBHS, replace the personnel with other personnel of substantially equal ability and qualifications.

b. Staff Requirements

More than one identified function as listed below may be performed by the same individual or individuals as appropriate so long as the individual(s) can fulfill all Agreement requirements.

1) **Clinical Operations Administrator**, who is responsible for clinical program development and oversight of personnel and services to children/adolescents, adults with serious mental illness, adults with substance use disorders and adults with general mental health conditions. Additionally, the Clinical Operations Administrator shall oversee vocational/employment, housing, and prevention services.

2) **Child Welfare Expert**, who is an expert in the requirements of the White Mountain Apache Tribe, Arizona Child Welfare systems, as applicable, and the special needs of children taken into the care and custody of ADES/CPS/White Mountain Apache Tribe Child Protective Services and special needs of adopted children. This expert shall assist ABHS in designing, implementing, and adjusting the behavioral health delivery system operations to ensure the needs of children in the child welfare system are met.

3) **Financial Manager**, who is responsible for accurate and timely submission of financial reporting requirements.

4) **Training Administrator**, who develops and implements training for staff, who provide or coordinate services to enrolled persons.

5) **Quality Management Administrator**, who is responsible for oversight of the quality management requirements of the Agreement.

6) **Utilization Review Administrator**, who is responsible for oversight of the utilization management requirements of the Agreement.

7) **Customer Services Administrator**, who coordinates communications with eligible and enrolled persons and acts as, or coordinates with, advocates, subcontracted providers and others to resolve complaints.

8) **Provider Services Administrator**, who develops and manages the network of providers to fulfill the requirements under this Agreement, oversees execution of service provider contracts, coordinates communications between ABHS and its subcontractors, and resolves informal provider complaints.

9) **Information Systems Administrator**, who is responsible for oversight of the management information systems requirements of the Agreement.
10) **Claims Administrator**, who is responsible for the timely and accurate processing and adjudication of all claims.

11) **Corporate Compliance Officer**, who is responsible for oversight, administration and implementation of ABHS' Fraud and Abuse Program.

12) **Interagency Liaison**, who shall be a point of contact regarding coordination of care with State and Tribal Agencies.

13) **Health Plan Liaison**, who shall be a point of contact regarding coordination of care with AHCCCS Health Plans.

14) **Emergency Response Liaison**, who shall be a point of contact regarding disaster response needs.

15) **Policy Liaison**, who shall be a point of coordination contact with ADHS/DBHS Policy Office.

16) **AHCCCS Eligibility Liaison**, who oversees the AHCCCS eligibility screening and referral requirements of this Agreement and is the primary point of contact for ADHS/DBHS, AHCCCS, and DES.

17) **Business Continuity and Recovery Liaison**, who shall be a point of contact with ADHS/DBHS regarding recovery and continuity of business functions in the event of a disaster or outage.

18) **Acute Health Plan and Provider Coordinator(s)**, if applicable to ABHS, who shall either be, or be supervised by and have direct priority access to a Behavioral Health Professional (BHP) as described in Health Services Rule R9-20-204. The Acute Health Plan and Provider Coordinator(s) shall devote sufficient time to assure that the functions and performance requirements are met in accordance with the ADHS/DBHS Provider Manual, Section 4.3, Coordination of Care with AHCCCS Health Plan Primary Care Providers and Medicare Providers.

ABHS shall inform ADHS/DBHS in writing within seven (7) days of personnel changes that materially impair ABHS' ability to fulfill any of the staff positions listed in Section C.

(1.b.)

2. **Periodic Reporting Requirements**

a. ABHS is responsible for submitting to ADHS/DBHS the periodic reports detailed in Exhibit-A, Tribal Periodic and Ad Hoc Reporting Requirements. The submission of late, inaccurate or otherwise incomplete reports shall constitute failure to report, and ADI IG will be subject to Terms and Conditions Paragraph H. 5 Corrective Actions and Sanctions. Standards applied for determining adequacy of required reports are as follows:

1) **Timeliness** - Reports or other required data shall be received on or before scheduled due dates. All required reports shall be submitted to the following email address: BHSContractCompliance@azdhs.gov, and shall be received by ADHS/DBHS no later than 5:00 p.m. Local time on the date due. If directed by an ADHS/DBHS program area to submit a specific report to a location other than BHSContractCompliance@azdhs.gov, ABHS shall post notification of the
submission to BHSContractCompliance@azdhs.gov upon delivery to the alternate location. Requests for extension of reporting deadlines shall be submitted in writing and shall be received by ADHS/DBHS prior to the report due date.

2) Accuracy – Reports or other required data shall be prepared in strict conformity with appropriate authoritative sources.

3) Completeness – All required information shall be fully disclosed in a manner that is both responsive and pertinent to report intent with no material omissions.

b. ADHS/DBHS requirements regarding reports, report content and frequency of submission of reports are subject to change and shall be amended according to Terms and Conditions, Paragraph A.3. Agreement Amendments.

3. Request for Information

ADHS/DBHS may, at any time during the term of the Agreement, request financial or other information from ABHS relevant to the compliance requirements under this Agreement. Upon receipt of such request for information, ABHS shall provide complete and accurate information, as it relates to the work or services under this Agreement, as requested no later than thirty (30) days after the receipt of the request unless otherwise specified in the request itself or agreed to between the parties.

Any correspondence, either written or verbal, from ADHS/DBHS representatives to the Chairman, Vice-Chairman, or members of the Tribal Council will be copied to the Chairman of the Apache Behavioral Health Services (ABHS) Board of Directors and to the ABHS Chief Executive Officer.

4. Records and Audit

Under A.R.S. § 35-214 and § 35-215, 45 CFR 164, ABHS shall retain all data and other records relating to the acquisition and performance of the Agreement for a period of six (6) years after the completion of the Agreement. All records related to pending litigation shall be retained until the litigation is completed. All records shall be subject to inspection, copying and review by the State at reasonable times.

5. Dissemination of Information

Upon request, ABHS shall assist ADHS/DBHS in the dissemination of information prepared by ADHS/DBHS or the Federal government, to its enrolled persons. All advertisements, publications and printed materials that are produced by ABHS to promote behavioral health services funded by this Agreement shall state that such services are funded through an Agreement with ADHS/DBHS.

6. Non-Discrimination

Where applicable to Indian tribes, ABHS shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for ABHS to engage in Indian preference in hiring and contracting. Where applicable to Indian tribes, ABHS shall comply with Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act; and Federal and State Executive Orders numbers 11246 and 2009-09 respectively, which mandate that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. Where
applicable to Indian tribes, ABHS shall comply with the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1992, which prohibit discrimination in the employment or advancement in employment of, qualified persons because of physical or mental handicap/disability. Where applicable to Indian tribes, ABHS shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, covered services on the basis of race, color, or national origin. Where applicable, ABHS shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1992, which prohibit discrimination on the basis of handicap/disability, in providing covered services. Nothing herein shall be construed as a waiver of any exemptions to which ABHS may be entitled at law of in equity.

7. Notices

Notices required in this Agreement from ADHS/DBHS to the ABHS shall be made to:

Name: Chairperson and Director, Apache Behavioral Health Services

Address: P.O. Box 1098, Whiteriver, Az. 85941

Notices required in this Agreement from ABHS to ADHS/DBHS shall be made to:

Name: Dr. Laura Nelson, Deputy Director

Address: Arizona Department of Health Services
Division of Behavioral Health Services
150 N. 18th Avenue, Suite 500
Phoenix Arizona, 85007-3240

8. Advertising and Promotion of Agreement

The Tribe and its agent shall not advertise or publish information for commercial benefit concerning this Agreement without notifying ADHS/DBHS.

9. Federal Immigration and Nationality Act

WMABHS shall comply with all federal immigration laws and regulations relating to the immigration status of their employees during the term of the Agreement. In addition, and as applicable, WMABHS shall comply with all state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Agreement. Further, WMABHS shall push down these requirements, as applicable, to all subcontractors utilized during the term of the Agreement.

ADHS shall have the right to verify WMABHS' compliance and reporting requirements with federal immigration laws and regulations and, as applicable, state and local immigration laws and regulations. ADHS shall also have the right to inspect the documentation of certain employees/agents or subcontractor employees/agents if ADHS has reasonable cause to believe that an employee has assumed a false identity or taken means to misrepresent their immigrant status. Should the State determine that WMABHS and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Agreement for default and suspension and/or debarment of WMABHS.
10. **E-Verify Requirements**

WMAEHS warrants compliance with all federal immigration laws and regulations relating to employees and agrees to submit proof of WMABHS’ participation with E-Verify and provide proof of compliance with E-Verify. WMABHS also warrants, as applicable, its compliance with A.R.S. § 41-4401 and with Section A.R.S. § 23-214, Subsection A.

11. **Scrutinized Businesses**

In accordance with A.R.S. § 35-391 and A.R.S. § 35-333, WMABHS certifies that the Tribe or its agent does not have scrutinized business operations in Sudan or Iran.

**D. SUBCONTRACTING**

1. **Subcontracts**

Apache Behavioral Health Services (ABHS) shall be responsible for Agreement performance whether or not subcontracts are used. No ABHS subcontract shall operate to terminate the responsibility of ABHS to ensure that all activities carried out by the Subcontractor conform to the provisions of the Agreement.

ABHS shall not include covenant-not-to-compete requirements in its subcontracts that would prohibit a subcontracted provider from providing services to ADHS/DBHS, AHCCCS or any other ADHS/DBHS or AHCCCS contractor. All subcontracts shall comply with applicable provisions of Federal; State, Tribal and other applicable laws, regulations and policies. ABHS and its subcontracted providers shall not knowingly contract with any individual or entity that has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. ABHS shall maintain fully executed originals of all subcontracts, which shall be accessible to ADHS/DBHS within two (2) days of request by ADHS/DBHS.

a. **Management Services Subcontracts**

ABHS may subcontract with qualified organizations for management services upon the prior written approval of ADHS/DBHS (e.g. pharmacy benefits management, automated data processing or claims processing), which such approval shall not be unreasonably withheld.

Upon written request by ADHS/DBHS, ABHS may be required to submit a corporate cost allocation plan for the management services subcontractor and proposed management services fee agreement. ADHS/DBHS reserves the right to perform a thorough review and audit of actual management fees charged and/or allocations made. If the fees or allocations actually paid out are determined to be unjustified or excessive, amounts may be subject to repayment to ABHS and/or ADHS/DBHS; financial sanctions and corrective actions may be imposed.

Upon Request, ABHS shall forward copies of all management services subcontracts to the ADHS/DBHS Bureau of Compliance.

b. **Subject to such conditions, any function required to be provided by ABHS pursuant to the Agreement may be subcontracted to a qualified person or
organization. All such subcontracts shall be in writing. ABHS must enter into a subcontract with any provider ABHS anticipates will be providing services on its behalf except in the following circumstances:

1) A provider is anticipated to provide services less than twenty five (25) times during the subcontract year;
2) A provider refuses to enter into a subcontract with ABHS, in which case ABHS shall submit documentation of such refusal to ADHS/DBHS within seven (7) days of its final attempt to gain such Agreement; or
3) A provider performs emergency services.

c. ABHS may subcontract for the delivery of behavioral health services. When subcontracting with behavioral health service providers, the emphasis of the work to be performed by the behavioral health service providers shall be service delivery rather than administrative functions.

d. Each subcontract shall contain or incorporate by reference to this Agreement the following:

1) full disclosure of the method and amount of compensation or other consideration to be received by the subcontractor;
2) identification of the name and address of the subcontractor;
3) identification of the population to be served by the subcontractor;
4) the amount, duration and scope of covered services to be provided, and for which compensation shall be paid;
5) the term of the subcontract including beginning and ending dates, methods of extension, termination and renegotiation;
6) the specific duties of the subcontractor relating to coordination of benefits and determination of third party liability;
7) 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, when applicable, before submitting claims;
8) a description of the subcontractor’s patient, medical and cost record keeping system;
9) specification that the subcontractor shall comply with quality assurance programs and the utilization control and review procedures specified in 42 CFR Part 456, as implemented by the AHCCCS and ADHS/DBHS;
10) a provision stating that a merger, reorganization or change in ownership or control of a subcontracted provider that is related to or affiliated with ABHS shall require an Agreement amendment and prior approval of ADHS/DBHS;
11) procedures for enrollment or disenrollment or re-enrollment of the covered population;
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12) 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, for itself and its employees, and that the AHCCCS or ADHS/DBHS shall have no responsibility or liability for any such taxes or insurance coverage;

13) a provision that the subcontractor shall comply with claims submission requirements as described in this Agreement;

14) a provision that emergency services do not need prior authorization and that, in utilization review, the test for appropriateness of the request for emergency services shall be whether a prudent layperson, similarly situated, would have requested such services. For purposes of this Agreement, a "prudent layperson" is defined as a person without medical training who exercises those qualities of attention, knowledge, intelligence and judgment which society requires of its members for the protection of their own interest and the interests of others. The phrase does not apply to a person's ability to reason, but rather the prudence with which he acts under a given set of circumstances; and

15) A provision that requires subcontractor to assess the service area's cultural and linguistic needs, and deliver services that adequately address identified cultural and linguistic needs.

e. Level I, II and III Facility Subcontract Provisions

ABHS Shall:

Require a subcontractor, licensed as a Level I, II, or III facility, to accept all referrals from ABHS and prohibit the subcontractor, from arbitrarily or prematurely denying, suspending, or terminating services to a member.

Require a subcontractor, licensed as a Level I facility, to comply with ABHS' quality management programs and the utilization control and review procedures in 42 CFR, Parts 441 and 456, as implemented by AHCCCS and ADHS.

Require a subcontractor, licensed as a Level II or III facility that serves juveniles to comply with all relevant provisions in A.R.S § 36-1201.

2. Insurance

Subcontracted providers shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under the subcontractor, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by ABHS, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the subcontracted provider from
liabilities that might arise out of the performance of the work under this subcontract, by the subcontractors, and the subcontractor is free to purchase additional insurance.

**Minimum Scope and Limits of Insurance**

**Subcontracted Providers** shall provide coverage with limits of liability not less than those stated below.

1) **Commercial General Liability – Occurrence Form**

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products – Completed Operations Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Blanket Contractual Liability – Written and Oral</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Legal Liability</td>
<td>$50,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

   a) The policy shall be endorsed to include coverage for sexual abuse and molestation. This coverage shall apply to any provider with responsibility for consumer interaction in person.

   b) The policy shall be endorsed to include the following additional insured language: "The State of Arizona, Department of Health Services, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of ABHS".

   c) The Policy shall contain a waiver of subrogation against the State of Arizona, Department of Health Services, agencies, boards, commissions, universities, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of ABHS.

2) **Business Automobile Liability**

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

   **Combined Single Limit (CSL)**  $1,000,000

   a) The policy shall be endorsed to include the following additional insured language: "The State of Arizona, Department of Health Services, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of ABHS, involving automobiles owned, leased, hired or borrowed by ABHS".

   b) The Policy shall contain a waiver of subrogation against the State of Arizona, Department of Health Services, agencies,
boards, commissions, universities, and its officers, officias, agents, and employees for losses arising from work performed by or on behalf of ABHS.

3) Worker's Compensation and Employer's Liability

Worker's Compensation

Employer's Liability

<table>
<thead>
<tr>
<th>Each Accident</th>
<th>$500,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disease – Each Employee</td>
<td>$500,000</td>
</tr>
<tr>
<td>Disease – Policy Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

a) The Policy shall contain a waiver of subrogation against the State of Arizona, Department of Health Services, agencies, boards, commissions, universities, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of ABHS.

b) This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. §23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4) Professional Liability (Errors and Omissions Liability)

<table>
<thead>
<tr>
<th>Each Claim</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

a) In the event that the professional liability insurance required by this Agreement for subcontracted providers is written on a claims-made basis, ABHS warrants that any retroactive date under the policy shall precede the effective date of the subcontract; 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 Agreement is completed.

b) The Policy shall contain a waiver of subrogation against the State of Arizona, Department of Health Services, agencies, boards, commissions, universities, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of ABHS.

c) The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work/Terms and Conditions of this Agreement.

d) Professional Liability shall include Medical Malpractice for licensed medical providers.

5) Additional Insurance Requirements

The policies shall include, or be endorsed to include, the following provisions:
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a) The State of Arizona, Department of Health Services, agencies, boards, commissions, universities, and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by ABHS even if those limits of liability are in excess of those required by this Agreement.

b) The subcontract insurance coverage shall be primary insurance with respect to all other available sources.

c) Coverage provided by the subcontracted provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

f. Notice of Cancellation

With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this agreement in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Such notice shall be sent directly to the State of Arizona, Department of Health Services and shall be sent by certified mail, return receipt requested. Each insurance policy required by the insurance provisions of this agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given.

g. Acceptability of Insurers

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with 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 Tribe and its agent from potential insurer insolvency.

h. Subcontracted Providers

ABHS shall obtain from all subcontracted providers, separate certificates and endorsements for each subcontractor. ABHS shall maintain certificates of insurance from all subcontracted providers and ensure adequate coverage is provided throughout the term of the subcontractors' agreement. All coverage for subcontracted providers shall be subject to the minimum requirements identified above.

i. Exceptions

In the event the subcontracted provider is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If ABHS or subcontracted provider is/are a State of Arizona agency, board, commission, or university, or if ABHS or subcontracted provider is a federal or a tribal entity covered by the Federal Tort Claims Act, none of the above shall apply.

j. Approval

Any modification or variation from the insurance requirements in this Agreement shall be made by the contracting agency in consultation with the Department of
E. INSURANCE COVERAGE BY THE TRIBE

1. Tribal Insurance

White Mountain Apache Tribal employees, employees of Tribal social service agencies and employees of Apache Behavioral Health Services (ABHS) are insured under the Federal Tort Claims Act. Independent contractors of ABHS or of the White Mountain Apache Tribe are insured independently.

F. FINANCIAL PROVISIONS

1. Sources of Revenue

a. Payments shall be made by ADHS/DBHS to Apache Behavioral Health Services (ABHS) in compliance with A.R.S. Titles 35 and 41. Payments are conditioned upon the rights and obligations of this Agreement and the availability to ADHS/DBHS of funds authorized and appropriated by the State legislature for expenditure in the manner and for the purposes stated in this Agreement. ADHS/DBHS or the State shall not be liable for any purchase(s) entered into by the Tribe or its agent in anticipation of such funding.

b. Federal Financial Participation is not available for amounts expanded for providers excluded by Medicare, Title XIX, or Title XXI, except for emergency services.

c. Title XIX/XXI Administrative Revenues. Subject to available funding, ADHS/DBHS shall pay ABHS Title XIX/XXI Administrative funds in twelve (12) monthly installments annually. These funds will be used for the administration of the programs in this Agreement. ADHS/DBHS reserves the right to re-evaluate this schedule periodically.

d. Non-Title XIX/XXI funds. The Non-Title XIX/XXI Allocation Schedule outlines the specific funding sources by program. Subject to available funding, ADHS/DBHS shall pay the Tribal Contractor Non-Title XIX/XXI funds in twelve (12) monthly installments annually. These funds will be used for delivery of services for the programs outlined in ADHS/DBHS Non-Title XIX/XXI Allocation Schedule to Non-Title XIX/XXI eligible populations and to provide Non-Title XIX/XXI services to Title XIX/XXI eligible persons. ADHS/DBHS reserves the right to re-evaluate this schedule periodically. Non-Title XIX/XXI funds shall be paid on a monthly basis not later than the tenth (10th) working day of each month.

2. Payment

a. Payments made by ADHS/DBHS to ABHS are conditioned upon receipt by ADHS/DBHS of applicable timely, accurate and complete reports, documentation, claims, and any other information due from ABHS unless written approval waiving such requirement(s) is obtained from ADHS/DBHS Deputy Director. If ABHS or ABHS Contractor is in any matter in default in the performance of any material obligation under the Agreement, or if financial, compliance or performance audit exceptions are identified, ADHS/DBHS may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or
exception. ABHS shall have the right to thirty (30) days written notice of ADHS/DBHS’ action in adjusting the amount of payment or withholding payment. Under no circumstances shall ADHS/DBHS authorize payments that exceed an amount specified in the Agreement without an approved written amendment to the Agreement. ADHS/DBHS may, at its option, withhold payment to ABHS until reports and deliverables are received.

b. The practices, procedures and standards specified in and required by the Accounting and Auditing Procedures Manual for Arizona Department of Health Services Funded Programs the ADHS/DBHS Financial Reporting Guide, and any uniform financial reporting requirements, as applicable to this Agreement, shall be used by ABHS in the management, recording and reporting of Agreement funds by ADHS/DBHS when performing an Agreement audit.

c. Funding received through this Agreement shall be retained by ABHS to be used for covered behavioral health services. All funding received under this Agreement, must be maintained in a separate fund (account). ABHS shall provide ADHS/DBHS with a quarterly report detailing all activities in this fund (account). For Title XIX Administration funds not expended or encumbered by agreement year end, ABHS shall present a plan thirty (30) days prior to agreement year end for ADHS/DBHS to approve describing its plan to utilize remaining funds, by fund source within 180 days after fiscal year end. The following year’s revenue may be adjusted if ABHS does not provide a reasonable plan to spend remaining funds.

3. Funding Withholds and Recoupments

ABHS shall reimburse ADHS/DBHS upon request, or ADHS/DBHS may deduct from future payments to ABHS, any amounts determined by ADHS/DBHS to represent:

a. Costs related to Agreement services which have been inaccurately reported by ABHS;

b. Costs related to Agreement services which have not been provided;

c. Costs of Agreement services for which ABHS’ books, records, and other documents are not sufficient to clearly confirm were used by ABHS to provide Agreement services;

d. Costs of Agreement services sustained as a financial audit exception;

e. Costs of services which have not been provided in accordance with applicable regulations, laws, policies and this Agreement, to include services which ADHS/DBHS or AHCCCS has determined not medically necessary; or

f. Payments recouped from ADHS/DBHS by AHCCCS or the Federal Government as they relate to funds disbursed related to this Agreement.

4. Availability of Funds

Payments made by ADHS/DBHS to ABHS pursuant to the Agreement are conditioned upon the availability to ADHS/DBHS of funds authorized for expenditure in the manner and for the purposes provided herein. Neither ADHS/DBHS nor ABHS shall be liable for any purchases in anticipation of funding.

5. Management of Block Grant Funds

ABHS in the management, recording and reporting of Federal Block Grant funds, shall use the practices, procedures and standards specified in and required by the ADHS/DBHS Accounting and Auditing Procedures Manual and the ADHS/DEHS

ABHS shall comply with all terms, conditions and requirements of the CMHS and SAPT Block Grants (Children's Health Act of 2000, P.L. 106-310 Part B of Title XIX of the Public Health Service Act [42 U.S.C. 300 x et seq. ]). Financial, performance, and program data subject to audit, shall be retained by ABHS and shall be made available at the request of ADHS/DBHS as documentation of compliance with federal requirements.

a. Authorized Activities

CMHS Block Grant: If ABHS is allocated CMHS Block Grant funds, ABHS is authorized to expend the funds for services for adults with serious mental illnesses and children with serious emotional disturbances as outlined in Section 3.19 of the ADHS/DBHS Provider Manual.

SAPT Block Grant: ABHS is authorized to expend general service funds in accordance with Section 3.19 of the ADHS/DBHS Provider Manual.

b. General Requirements

ABHS shall:

1) Establish fiscal controls consistent with authorized activities of the SAPT and CMHS Block Grants and this Agreement, including the ADHS/DBHS Provider Manual; the ADHS/DBHS Prevention Framework for Behavioral Health and ADHS accounting, auditing and financial reporting procedures;

2) Ensure that funds are accounted for in a manner that permits separate reporting of mental health and substance abuse grant funds and services;

3) Upon request, provide ADHS/DBHS with information relative to block grant expenditures.

6. Non-Title XIX/XXI State Funding

Funding resources are limited for Non-Title XIX/XXI State programs. ABHS shall ensure that the funding for services shall be applied consistently. ABHS shall also manage Non-Title XIX/XXI funding to ensure that services are continuously provided throughout the Agreement year. Non-Title XIX/XXI State funds unexpended by June 30th of each year must be returned to ADHS/DBHS. Service provision for persons with serious mental illness shall comply with A.A.C., Title 9, and Chapter 21.

a. ABHS shall take into consideration, at a minimum, risk, acuity, continuity of care, level of functioning, capacity to benefit, crisis services, Federal Block Grant requirements, and other state, federal or tribal priorities that may be established from time to time.

7. Federal Funds

All transfers involving Federal funds shall be in accordance with the Federal Funds Transfers, Cash Management Improvement Act of 1990 and any rules or regulations promulgated by the United States Department of the Treasury there under (Rule 31 CFR.
8. Billings

ABHS should submit claims to AHCCCS in accordance with the AHCCCS Fee For Service Manual, and the ADHS/DBHS Provider Manual.

9. Review/Denial

Each billing by ABHS shall be subject to denial in the event and to the extent such billing is incomplete, does not conform to the applicable service authorization or to the Agreement, or is otherwise incorrect. AHCCCS or the fiscal agent shall return any denied billing to ABHS with an explanation for the denial, which includes a notice of the right to appeal the denial. Nothing shall prevent ABHS from re-submitting a denied billing at a later date. Specific timeframes are outlined in the ADHS/DBHS Provider Manual, White Mountain Apache Clinical Operations Manual and the AHCCCS Fee For Service Manual.

10. Provisional Nature of Payments

All payments to ABHS shall be provisional and shall be subject to review and audit for their conformity with requirements in the ADHS/DBHS Program Support Operations and Procedures Manual, the ADHS/DBHS Provider Manual and the AHCCCS Fee For Service Manual.

11. Health Insurance Portability and Accountability ACT (HIPAA)

ABHS warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement. ABHS warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Agreement so that both ADHS and ABHS will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. ABHS will sign any documents that are reasonably necessary to keep ADHS and ABHS in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, ABHS agrees to sign a “Pledge To Protect Confidential Information” and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, ABHS agrees to attend or participate in HIPAA training offered by AHCS or to provide written verification that ABHS has attended or participated in job related HIPAA training that is: (1) intended to make ABHS proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

G. COMPLIANCE PROVISIONS

1. Audits, Surveys, Inspections, and Reviews
Apache Behavioral Health Services (ABHS) and its subcontracted providers shall comply with all applicable laws, rules, regulations, standards and executive orders governing performance of duties under this Agreement without limitation to those designated within this agreement.

ABHS and its subcontracted providers shall comply with all applicable AHCCCS Rules and Audit Guides, policies and procedures relating to the audit of Agreement’s records, medical audit protocols, the inspections of ABHS’ facilities, the annual member surveys of behavioral health recipients, providers and reviews.

At any time during the term of this Agreement, ABHS shall fully cooperate with ADHS/DBHS, AHCCCS, the U.S. Department of Health and Human Services, the U.S. Office of Civil Rights, The Center for Medicaid and Medicare Services or any authorized government representative and allow them access with reasonable notice to ABHS in the scope of this Agreement:

a. Audits

Audits may be conducted periodically to determine the ABHS’ and subcontracted providers’ compliance with all applicable state and federal codes, rules, regulations and requirements. These audits include, but are not limited to, the following:

1) Data Validation Study

ABHS and its subcontracted providers shall participate in the required Center for Medicaid and Medicare Services (CMS) data validation studies conducted by AHCCCS and other validation studies as may be required by ADHS/DBHS. Any and all covered services may be validated as part of the studies data validation studies.

Per CMS requirements, AHCCCS conducts data validation studies of the Title XIX and XXI submissions sent to AHCCCS from ABHS via ADHS/DBHS and compares this to the information in the medical or other record to assess for timeliness, correctness and omissions of data. The ADHS/DBHS Office of Program Support Operations and Procedure Manual contains specifications regarding this data validation study. AHCCCS has reserved the right to revise the study methodology, timelines, and sanction amounts based on its review or as a result of consultations with CMS. ABHS shall be notified in writing of any significant change in study methodology.

All sanctions imposed as a result of data validation studies to ADHS/DBHS from AHCCCS shall be passed on to ABHS according to Paragraph H of the Terms and Conditions H.5 Corrective Actions and Sanctions. ADHS/DBHS shall notify ABHS in writing of the sanction amounts.

b. Surveys

1) Member Surveys

ABHS and its subcontracted providers, as applicable, shall actively participate in the development and implementation of the annual member surveys. Participation may include, but is not limited to, attending planning meeting and assisting with the distribution of surveys to behavioral health recipients. ABHS shall use findings from the Member Surveys to improve care for behavioral health recipients.
c. Inspections

1) Inspections of service delivery sites

ABHS and subcontracted providers shall allow an authorized representative of the state or federal or White Mountain Apache Tribe government access to inspect any service delivery site for the purpose of determining the quality and safety of services being delivered which is directly related to this Agreement. This shall be conducted at reasonable times unless the situation warrants otherwise.

d. Reviews

1) Annual Administrative Review

ADHS/DBHS shall conduct an Annual Administrative Review of ABHS for the purpose of ensuring operational and financial program compliance for all programs, including but not limited to the following:

a) compliance with applicable state, federal, tribal law and Agreement requirements
b) a review of clinical and business practices and policies
c) a review of financial reporting systems
d) the quality outcomes, timeliness, and access to healthcare services, and
e) any other operational and program areas identified by ADHS/DBHS

The reviews shall be conducted to identify areas where improvements can be made and make recommendations accordingly, monitor ABHS' progress toward implementing mandated programs and corrective action plans, and provide ABHS with technical assistance if necessary.

The type and duration of the Administrative Review shall be solely at the discretion of ADHS/DBHS. In preparation for the on-site Administrative Review, ABHS shall fully cooperate with the ADHS/DBHS Review Team by forwarding, in advance, policies, procedures, job descriptions, contracts, agreements, logs, and other information that ADHS/DBHS may request. ABHS shall have all requested medical records available. Any documents not requested in advance by ADHS/DBHS shall be made available upon request of the Review Team during the course of the review. Tribal personnel, as identified in advance, shall be available to the Review Team at all times during ADHS/DBHS on-site review activities. While on-site, ABHS shall provide the Review Team with workspace, access to a telephone, electrical outlets and privacy for conferences.

ABHS shall be furnished a copy of the Administrative Review Report and given an opportunity to comment on any review findings prior to ADHS/DBHS publishing the final report. Recommendations made by the Review Team shall be implemented by ABHS to bring ABHS into compliance with Federal, State, AHCCCS, ADHS/DBHS, and/or Agreement requirements. ADHS/DBHS may conduct follow up Administrative Reviews to determine ABHS' progress in implementing recommendations and achieving program compliance.

*Follow-up reviews may be conducted at any time after the initial Administrative Review. ABHS shall submit the Status of Administrative Review Corrective Actions Report by June 15th of each year to the Bureau of Compliance.
2) **AHCCCS Operational and Financial Reviews of ADHS/DBHS**

ABHS and its subcontracted providers shall comply with these Reviews and participate as required in the AHCCCS/ADHS/DBHS Agreement in accordance with CMS requirements for the purpose of, but not limited to, ensuring operational and financial program compliance for Title XIX and Title XXI programs. The reviews identify areas where improvements can be made and recommendations accordingly, monitor ADHS/DBHS and ABHS’ progress toward implementing mandated programs and provide ADHS/DBHS with technical assistance if necessary. ABHS and its subcontracted providers shall comply with all audit provisions as required by AHCCCS.

3) **Notwithstanding 1 through 2 above, no on-site audit, inspection, or document review shall be conducted within the White Mountain Apache Tribe, unless coordinated with the White Mountain Apache Tribe, Health and Social Committee, or such other authoritative body as may be designated by the White Mountain Apache Tribal Council or by Order of the White Mountain Apache Tribal Court. Audit and inspection rights shall in any event be limited to records and functions covered by this Agreement. In no event shall this Agreement authorize inspections or audits of facilities, data and records outside of the direct scope of this Agreement.**

### H. DISPUTES, NON-PERFORMANCE, TERMINATION, AND CANCELLATION PROVISIONS

1. **Complaints, SMI Grievances and Member Appeals**
   a. **Complaints**


   b. **SMI Grievances and Member Appeals**


   c. **Order of Precedence for Controlling Legal Authority**

   In the event of a complaint, SMI grievance, or member appeal, the following authority shall control in the order of precedence set forth below, as applicable:

   1) The United States Code
   2) Code of Federal Regulations
   3) Arizona Revised Statutes, as applicable
   4) Arizona Administrative Code, as applicable
   5) AHCCCS/ADHS Contract
   6) ADHS/TRBHA-WMABHS Agreement
   7) Laws of the White Mountain Apache Tribe, as applicable
   8) ADHS/DBHS Policies and Procedures Manual
   9) ADHS/DBHS Provider Manual
2. Provider Claim Disputes

a. Provider Claim Disputes


b. Order of precedence for Controlling Legal Authority

In the event of a provider claim dispute, the following authority shall control in the order of precedence set forth below, as applicable:

1) The United States Code
2) Code of Federal Regulations
3) Arizona Revised Statutes, as applicable
4) Arizona Administrative Code, as applicable
5) AHCCCS/ADHS Contract
6) ADHS/TRBHA-WMABHS Agreement
7) Laws of the White Mountain Apache Tribe, as applicable*
8) ADHS/DBHS Policy and Procedures Manual
9) ADHS/DBHS Provider Manual
10) WMABHS Policies and Procedures*

3. Claims Disputes

All Apache Behavioral Health Services (ABHS) claim disputes shall be resolved in accordance with the process set forth by AHCCCS and the ADHS/DBHS Policies and Procedures Manual.

4. Agreement Disputes

a. Introduction - The parties have entered into this government-to-government Agreement for the purpose of meeting the behavioral health needs of tribal members. As such, the parties intend to establish a successful working relationship to maintain open communications and to cooperate with one another. However, if a dispute arises under this Agreement the parties agree to follow the following procedures. Disputes include but are not limited to interpretation of Agreement provision, performance or non-performance by party, enforcement, operation, breach, continuance, and imposition of sanctions or termination of this Agreement.

b. Dispute Resolution - The parties agree to resolve disputes related to the responsibility outlined in this Agreement at an administrative level. Dispute resolution at an administrative level includes informal communication and formal administrative written communication including notice of requirement from ADHS/DBHS to ABHS to correct and/or improve performance or issuance of a sanction as outlined in H. 5. Whenever possible, informal processes will be utilized.
c. Formal Dispute Resolution - Upon determination by either party that a dispute cannot be resolved informally, the dispute shall be formally resolved between the Deputy Director and the ABHS Director. Either party shall notice the other in writing regarding the nature, scope and facts of the dispute citing the Agreement provision and/or the Documents Incorporated by Reference as outlined in B. 2. The written communication shall also include information pertaining as to how the dispute will be resolved. In the event a dispute cannot be resolved informally and proceeds to a formal dispute resolution, all sanctions shall be placed on hold until a resolution is reached including any sanction and/or recoupments as outlined in Section 5. d. 5 and F.4.

d. Arbitration - In the event a formal dispute cannot be resolved through negotiation within a period of thirty (30) days, either party may request that the dispute be arbitrated pursuant to this procedure set forth herein. Although consent to arbitration under this Agreement shall not be deemed a waiver of either party's sovereign immunity, neither party shall assert sovereign immunity as a defense to arbitration under this Agreement.

1) Either party may demand such arbitration in writing, which demand shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter of controversy.

2) Within twenty (20) days after such demand, the other party shall name its arbitrator, or in default of such naming, such arbitrator shall be named by the American Arbitration Association, and the two arbitrators so selected shall name a third arbitrator within twenty (20) days or, in lieu of such agreement on a third arbitrator by the two arbitrators so appointed, a third arbitrator shall be appointed by the Federal District Court for the District of Arizona.

3) The arbitration costs and expenses of each party shall be borne by that party and all arbitrators' fees and other expenses shall be borne equally by both parties.

4) The arbitration hearing shall be held at such time and place as designated by the arbitrators on at least twenty (20) days written notice to the parties.

5) An award rendered by a majority of the arbitrators appointed pursuant to this Agreement shall be final and binding on all parties to the proceeding, and the parties hereto agree to be bound by such award.

6) As to any procedures regarding the conduct of the arbitration that are not specified either in this Agreement or in another written agreement signed in advance of the hearing, the parties shall follow the Commercial Arbitration Rules of the American Arbitration Association.

Arbitration as Bar to Suit - The parties stipulate that the arbitration provisions of the Agreement shall be a complete defense to any suit, action, or proceeding instituted in any Federal, State, or Tribal Court or before an administrative tribunal with respect to any controversy or dispute arising during the period of this Agreement and which is arbitrable as set forth in this Agreement.

1) The arbitration provisions of this Agreement shall, with respect to such controversy or dispute, survive the termination or expiration of this Agreement.
3) Nothing contained in this Agreement shall be deemed to give the arbitrators any authority, power, right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement.

5. Corrective Actions and Sanctions
   a. Corrective Actions

ABHS shall collaboratively work with ADHS/DBHS to develop and comply with corrective action when it is determined that ABHS has not fulfilled its obligations under this Agreement. The need for corrective action may be identified through various means including but not limited to, grievance and appeals information; quality management; problem resolution; financial information; Administrative Reviews; or information obtained in any Agreement deliverable or investigations.

If required, ABHS shall develop a written Corrective Action Plan using a format prescribed by ADHS/DBHS. A Corrective Action Plan shall be the means of communication between ABHS and ADHS/DBHS regarding resolution of the identified issue.

b. Sanctions

1) ADHS/DBHS may impose financial sanctions for failure to comply with a corrective action outlined in H. 5. a. Sanctions shall be assessed according to the severity of the violation. Unless explicitly stated otherwise in this Agreement or document incorporated by reference, sanctions shall be applied as follows: The amount of the financial sanction shall range from $2,000 to $5,000 or 2% of TXIX Administrative dollars or whichever is greater.

   ADHS/DBHS shall determine, at its sole discretion, the amount of sanction. ADHS/DBHS shall provide written notice to ABHS specifying the sanctions, the grounds for the sanction, identification of any subcontracted providers involved in the violation, the amount of funds to be withheld from payments to ABHS and the steps necessary to avoid future sanctions.

2) ABHS shall complete all steps necessary to correct the violation and to avoid future sanctions or corrective actions within the time frame established by ADHS/DBHS in the notice of sanction. Following the notice of sanction, the full sanction amount shall be withheld from the next monthly payment. If ABHS does not correct the violation within the timeframes established in the notice of sanction, ADHS/DBHS may impose an additional penalty for each month the violation continues.

3) If AHCCCS, pursuant to its Agreement with ADHS/DBHS or pursuant to AHCCCS regulations, imposes a sanction against ADHS/DBHS for any act or omission which, pursuant to this Agreement, ABHS was prohibited or required (respectively) to perform, then ADHS/DBHS may, in addition to any other remedies available under the Agreement, impose a sanction against ABHS in an amount equal to the amount of the sanction imposed by AHCCCS against ADHS/DBHS. If the sanction from AHCCCS applies to more than one contractor, but AHCCCS does not delineate individual contractor responsibility, ADHS/DBHS may apportion...
sanctions to ABHS based on an equitable method that accounts for 
ABHS’ share of responsibility.

4) ADHS/DBHS shall impose on ABHS any financial sanctions imposed on 
ADHS/DBHS by AHCCCS related to ABHS’ performance under this 
Agreement. The imposition of these sanctions upon ABHS shall not be 
levied until such time as AHCCCS shall have actually imposed sanctions 
upon ADHS/DBHS for conduct related to ABHS’ performance under this 
Agreement. In the event that AHCCCS imposes sanctions upon 
ADHS/DBHS, ABHS shall reimburse ADHS/DBHS upon demand, or 
ADHS/DBHS shall process a withhold, any such sanction or 
disallowance amount or any amount determined by AHCCCS to be 
unallowable, based on funding dispersed to ABHS shall be reimbursed to 
ADHS/DBHS upon demand after exhaustion of the appeals process (if 
federal regulations so permit) as long as the federal government does 
not levy the sanctions until after the appeals process is completed. 
ABHS shall bear the administrative cost of its own appeals.

5) Any recoupments imposed by the federal government based on funding 
dispersed through ABHS shall be reimbursed to ADHS/DBHS upon 
demand.

6) **Termination Upon Mutual Agreement**

This Agreement may be terminated by mutual written agreement of the 
ADHS/DBHS and the Tribe, effective upon the date specified in the 
written agreement.

7) **Agreement Cancellation**

a) Both ADHS/DBHS and the Tribe reserve the right to cancel the 
whole or any part of this Agreement due to failure by the other 
party to carry out any material obligation, term or condition of the 
Agreement and all dispute processes have been utilized as 
outlined in H. 4 and 5.

b) Upon receipt of the written notice of concern and intend to cancel 
in or any part of this Agreement, the Tribe shall have ten (10) 
days to provide a satisfactory response to ADHS/DBHS. Failure 
on the part of The Tribe to adequately address all issues of 
concern may result in ADHS/DBHS canceling this Agreement 
stating the effective date of cancellation.

8) **Rights and Obligations Upon Termination**

a) The Tribe and its agent shall stop all work as of the effective date 
of the termination and shall immediately notify all subcontractors, 
in writing, to stop all work as of the effective date of the notice of 
termination.

b) Upon receipt of the notice of termination and until the effective 
date of the notice of termination, The Tribe and its agent s’till 
perform work consistent with the requirements of this Agreement 
and in accordance with a written plan approved by ADHS/DBHS
for the orderly transition of eligible and enrolled persons to another provider.

\[ c) \]
The Tribe and its agent shall be paid the Agreement price for all services and items completed as of the effective date of the notice of termination and shall be paid its reasonable and actual costs for work in progress as determined by GAAP; however, no such amount shall cause the sum of all amounts paid to The Tribe and its agent to exceed the compensation limits set forth in this Agreement or the allocation schedule.

\[ I. \]
**MANAGEMENT INFORMATION SYSTEM**

\[ 1. \]
Apache Behavioral Health Services (ABHS) shall maintain a management information system that meets ADHS/DBHS data processing and interface requirements as outlined in this Agreement and in the following documents incorporated by reference.

\[ a. \]

\[ b. \]
ADHS/DBHS Program Support Policy and Procedure Manual; and

\[ c. \]
The Demographic Data Set User Guide

\[ 2. \]
The management information system shall be capable of sending and receiving information to and from ADHS/DBHS and capable of receiving information from service providers. All electronic data submitted shall be encrypted per HIPAA privacy security requirements. ABHS shall have a sufficient number of management information system personnel to support the maintenance and functioning of the management information system. These personnel shall have management information system technical knowledge as well as knowledge of health care or behavioral health delivery systems knowledge.

\[ 3. \]
If ABHS plans to make any modifications that may affect any of the data interfaces, it shall first provide ADHS/DBHS the details of the planned changes, the estimated impact upon the interface process, and unit and parallel test files. ABHS shall allow sufficient time for ADHS/DBHS to evaluate the test data before approving the proposed change. ABHS shall also notify ADHS/DBHS in advance of the exact implementation date of all changes so ADHS/DBHS can monitor for any unintended side effects of the change.

\[ 4. \]
ADHS/DBHS will provide ABHS at least ninety (90) days of notice prior to a system change unless it has been determined that the change is immediately needed and vital to system operations.

\[ 5. \]
ABHS shall provide claims inquiry information to subcontracted providers via the ABHS website.

\[ J. \]
**OTHER PROVISIONS**

\[ 1. \]
**Business Continuity and Recovery Plan**

\[ a. \]
Apache Behavioral Health Services (ABHS) shall develop and annually test at least one provision of the Business Continuity and Recovery Plan to manage
unexpected events that may negatively and significantly impact the ABHS’ ability to adequately serve behavioral health recipients and its members. This ABHS plan shall, at a minimum include planning and training for:

1) Behavioral health facility, including Apache Behavioral Health Services closure/loss of a major provider;
2) Electronic/telephonic failure at the ABHS’ main place of business, or the crisis line for the Crisis Response Network;
3) Complete loss of use of the ABHS main site;
4) Loss of primary computer system/records;
5) The ABHS strategies to communicate with ADHS/DBHS in the event of a business disruption;
6) Periodic testing; and
7) Incorporation of the ABHS Federal Emergency Response Plan

b. ABHS shall review its Business Continuity and Recovery Plan annually, update it as needed and provide it to ADHS/DBHS for review by July 10th of each subsequent Agreement year in accordance with Exhibit-A of this Agreement. ABHS shall train all key personnel and organizational staff to be familiar with the Plan.

c. ABHS shall require Management Services subcontractors to prepare Business Continuity and Recovery Plans and to review their Plans annually, updating them as needed. The Management Services subcontractor plans shall, at a minimum, contain the above described terms in J.1. a. above, as they apply to the management services subcontractors. This requirement does not apply to subcontractors.

2. Anti-Kickback

a. ABHS or any director, officer, agent, employee or volunteer of the ABHS shall not request or receive any payment or other thing of value either directly or indirectly, from or for the account of any subcontractor (except such performance as may be required of a subcontractor under the terms of its subcontract) as consideration for or to induce ABHS to enter into a subcontract with the subcontractor or any referrals of enrolled persons to the subcontractor for the provision of covered services.

b. ABHS certifies that it has not engaged in any violation of the Medicare Anti-kickback statute (42 USC 130a-7b) or the “Stark I” and “Stark II” laws governing related-entity referrals (PL101-239 and PL 101-432) and compensation.

3. Lobbying

ABHS shall not use funds paid to ABHS by ADHS/DBHS, or interest earned, for the purpose of influencing or attempting to influence any officer or employee of any State or Federal agency; or any member of, or employee of a member of, the United States Congress or the Arizona State Legislature in connection with awarding of any Federal or State Contract, the making of any Federal or State grant, the making of any Federal or State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal or State Contract, grant, loan, or cooperative agreement.

ABHS shall not use funds paid to ABHS by ADHS/DBHS, or interest earned, for the purpose of influencing or attempting to influence any officer or employee of any State or
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Federal agency; or any member of, or employee of a member of, the United States Congress or the Arizona State Legislature in which it asserts authority to represent ADHS/DBHS or advocate the official position of ADHS/DBHS in any matter before a State or Federal agency; or any member of, or employee of a member of, the United States Congress or the Arizona State Legislature.

4. Litigation
J. K. vs. Gerard

ABHS and all subcontracted providers shall participate in all ADHS/DBHS activities required to meet the requirements of the JK Settlement Agreement, which was approved by the U.S. District Court in June 2001. These activities include but are not limited to training to improve the delivery and practice of behavioral health services provided to children and families; community forums to solicit input from children, family and community regarding the delivery of behavioral health services; expanding the capacity of treatment and support providers; and adherence to the Title XIX Children's Behavioral Health Annual Action Plan. Agreements that shall be fulfilled by ABHS are incorporated into the terms of this Agreement or the documents incorporated by reference.

5. Ownership of Property

ABHS shall maintain a written inventory of all property created under this Agreement or purchased with funds provided under this Agreement. Upon request, ABHS shall provide the written inventory to ADHS/DBHS.

6. Off-shore Performance of Work Prohibited

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

7. Sovereign Immunity

ADHS/DBHS recognizes that the White Mountain Apache Tribe is a sovereign nation with its own constitution and laws, and that the Tribe retains sovereignty as the White Mountain Apache Tribe. Nothing in this Intergovernmental Agreement shall be interpreted as a waiver of sovereign immunity by the Tribe or of the White Mountain Apache Behavioral Health Services. The obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit. The obtaining of insurance by the Tribe shall not be a waiver of sovereign immunity.

8. Indemnification.

Neither party to this Agreement agrees to indemnify the other party or hold harmless the other party from liability. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this Agreement, then the right to pursue one or both of these remedies is preserved.

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

b. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so.

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

c. When ABHS is in need of a response from ADHS/DBHS, ADHS/DBHS will make every reasonable effort to respond to the WMAT/ABHS in a timely manner.

10. Agreement Order of Precedence

In the event of a conflict in the provisions of the Agreement, and as they may be amended, the following shall prevail in the order set forth below:

a. Terms and Conditions
b. Scope of Work
c. Attachments
d. Exhibits

11. Physician Incentive

ABHS must 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. ABHS is required to disclose all physician incentive agreements to ADHS/DBHS and to enrolled persons who request them.

ABHS shall not enter into contractual/agreement arrangements that place providers at significant financial risk as defined in CFR 417.479 unless specifically approved in advance by ADHS/DBHS. In order to obtain approval, the following must be submitted to ADHS ninety (90) days prior to the implementation of the contract/agreement:

a. A complete copy of the contract/agreement
b. A plan for the member satisfaction survey

c. Details of the stop-loss protection provided

d. A summary of the compensation arrangement that meets the substantial financial risk definition.

ABHS shall disclose to ADHS/DBHS the information on physician incentive plans listed in 42 CFR 417.479(h)(1) through 417.479(l) in accordance with the AHCCCS Physician Incentive Plan Disclosure by the ABHS' Policy and upon Agreement renewal, prior to initiation of a new agreement, or upon request from ADHS/DBHS, AHCCCS or CSM.

ABHS shall also provide compliance with physician incentive plan requirements as set forth in 42 CFR 422. These regulations apply to contract/agreement arrangements with subcontracted entities.
DEFINITIONS

All the definitions contained and the resulting Agreement, including the definitions in the Terms and Conditions, are incorporated herein and are defined as follows:

“638 Tribal Facility” means a facility owned and operated by an American Indian tribe authorized to provide services pursuant to Public Law 93-638, as amended.

“834 Transaction Enrollment/Disenrollment” means the HIPAA-compliant transmission, by a behavioral health provider to a T/RBHA and by a T/RBHA to ADHS, of information to establish or terminate a person’s enrollment in the ADHS behavioral health service delivery system.

“A.A.C.” means the Arizona Administrative Code.


“Acute Care Services” means medically necessary services that are covered for AHCCCS members. These services are provided through contractual agreements with the AHCCCS Health Plans, ALTCS Program Contractors or on a limited fee-for-service basis through AHCCCS.

“Acute Health Plan and Provider Coordinator(s)” means a behavioral health professional or a behavioral health technician who has been credentialed by the T/RBHA or their designee in accordance with ADHS/DBHS’ requirements to perform this function. The Acute Health Plan and Provider Coordinators: (1) Assumes the primary responsibility of clinical oversight of the person’s case (2) Ensures the clinical soundness of the assessment/treatment process (3) Serves as the point of contact, coordination and communication with the person’s team and other systems where clinical knowledge of the case is important.

“A.R.S.” means the Arizona Revised Statutes.

“ACYF” means the Administration for Children, Youth and Families within ADES.

“ADES” means the Arizona Department of Economic Security.

“ADHS” means the Arizona Department of Health Services.

“ADHS Information System” means the ADHS Information Systems in place or any other data collection and information system as may from time to time be established by ADHS.

“ADHS/DBHS” means the Arizona Department of Health Services, Division of Behavioral Health Services.

“ADJC” means the Arizona Department of Juvenile Corrections.

“Administrative Costs” means administrative expenses incurred to manage the behavioral health system, including, but not limited to: provider relations and contracting, provider billing, accounting, information technology services, processing and investigating grievances and appeals, legal services (including any legal representation of the Tribe at administrative hearings concerning the Tribe’s decisions, and actions), planning, program development, program evaluation, personnel management, staff development and training, provider auditing and monitoring, utilization review and quality assurance. Administrative costs do not include expenses related to direct provision of behavioral health services including case management. See also Financial Reporting Guide for categories of classification.

“ADOA” means the Arizona Department of Administration.
"ADOC" means the Arizona Department of Corrections.

"ADOE" means the Arizona Department of Education.

"Adult" means a person 18 years of age or older, unless the term is given a different definition by statute, rule, or policies adopted by ADHS or AHCCCS.

"Agent" any person who has been delegated the authority to obligate or act on behalf of another person or entity.

"AHCCCS" means the Arizona Health Care Cost Containment System which is composed of the Administration, Contractors, and other arrangements through which health care services are provided to an eligible person, as defined by A.R.S. § 36-2902, et seq.

"AHCCCS Health Plan" means an organization or entity agreeing through a direct contracting relationship with AHCCCS to provide the goods and services specified by contract in conformance with the stated contract requirements, AHCCCS statute and rules and federal law and regulations.

"AHCCCS Prepaid Medical Management Information System (PMMIS)" means the electronic information system maintained by AHCCCS to determine Title XIX/XXI eligibility and AHCCCS Health Plan enrollment information.

"ALTCS" means the Arizona Long Term Care System a program under AHCCCS that delivers long term, acute and behavioral health care and case management services to members, as authorized by A.R.S. § 36-2932 et seq.

"Amendment" means a written document signed by authorized representatives of both parties to this Agreement that is issued for the purpose of making changes in the Agreement.

"American Indian Health Program" means an acute care FFS program administered by AHCCCS for eligible American Indians which reimburses for services provided by and through the Indian Health Service (IHS), tribal health programs operated under PL 93-638 or any other AHCCCS registered provider. "AIHP" was formerly known as AHCCCS IHS.


"Arizona Administrative Code (A.A.C.)" means the State regulations established pursuant to relevant statutes.


"BBA" means the Balanced Budget Act of 1997 which are the Medicaid Managed Care regulations under, 42 CFR Part 438.

"Behavioral Health Disorder" means any behavioral or mental diagnosis and/or substance use (abuse/dependence) diagnosis found in the most current version of the Diagnostic and Statistical Manual or International Classification of Disorders.

"Behavioral Health Medical Practitioner" means an individual licensed and authorized by law to use and prescribe medication and devices defined in A.R.S. § 32-1901, and who is a physician, physician assistant, or a nurse practitioner with at least one year of full-time behavioral health work experience.

"Behavioral Health Paraprofessional" means a staff member of a licensed behavioral health service agency as specified in A.A.C. Title 9, Chapter 20.
"Behavioral Health Professional" means a psychiatrist, behavioral health medical practitioner, psychologist, social worker, counselor, marriage and family therapist, substance abuse counselor or registered nurse with at least one (1) year of full time behavioral health work experience and who meets the requirements of A.A.C. Title 9, Chapter 20.

"Behavioral Health Provider" means any individual or facility that delivers behavioral health services in the network. This may be the Tribe or a contracted behavioral health provider.

"Behavioral Health Recipient" means any adult or child receiving services in/through ADHS/DBHS funded programs.

"Behavioral Health Services" means those services listed in the ADHS/DBHS Covered Behavioral Health Services Guide.

"Behavioral Health Technician" means a staff member of a licensed behavioral health service agency as specified in A.A.C. Title 9, Chapter 20.

"Best Practices" means evidence-based practices, promising practices, or emerging practices.

"Centers for Medicare and Medicaid Services" (CMS, formerly HCFA) means the organization within the United States Department of Health and Human Services, which administers the Medicare and Medicaid program and the State Children's Health Insurance Program.

"CFR" means the Code of Federal Regulations.

"Child" means an eligible person who is under the age of eighteen (18), unless the term is given a different definition by statute, rule or policies adopted by ADHS/DBHS or AHCCCS.

"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, traditional providers or agents from other service systems like CPS 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.

"CIS" means the Client Information System.

"Claim" means a service billed under a fee-for-service arrangement

"Claim Dispute" means a dispute involving a payment of a claim, denial of a claim, or imposition of a sanction or reinsurance.

"Client Information System" means the data system used by ADHS.

"Clinical Supervision" means the oversight, guidance and direction for the delivery of behavioral health treatment services that are provided by a licensed psychiatrist, a psychologist, licensed behavioral health professional or clinical supervisor meeting the requirements of A.A.C. Title 9, Chapter 20.

"CMHS" means the Community Mental Health Services Block Grant Pursuant to Division B, Title XXXII, Section 3204 of the Children's Health Act of 2000.

"CMS" (formerly HCFA) means Centers for Medicare and Medicaid Services.
"Collaborative Team" means a team of individuals whose primary function is to develop a comprehensive and unified service or treatment plan for an enrolled person. The team may include an enrolled person, member of the enrolled person's family, health, mental health or social service providers including professionals representing disciplines related to the person's needs, or other persons that are not health, mental health or social service providers identified by the person or family. Collaborative Teams include child and family teams and adult teams.

"Continued Stay Review" means the process required for Title XIX funding by which stays in inpatient hospitals (42 CFR 456.128 to 132), inpatient psychiatric facilities (inclusive of residential treatment centers and sub-acute facilities 42 CFR 441.155), and mental hospitals (42 CFR 456.233 to 238) are reviewed to determine the medical necessity and appropriateness of continuation of the member's stay at an inpatient level of care.

"Copayment" (AHCCCS) means a monetary amount which the member pays directly to a provider at the time a covered service is rendered, as defined in R9-22-711.

"Covered Services" means those services listed in the ADHS/DBHS Covered Behavioral Health Services Guide.

"CPS" means the Child Protective Services within the ADES.

"Credentialing" means the process of obtaining, verifying and assessing information (e.g. validity of the license, certification, training and/or work experience) to determine whether a behavioral health professional or a behavioral health technician has the required credentials to provide behavioral health services to persons enrolled in ADHS/DBHS behavioral health system. It also includes the review and verification of applicable licensure, accreditation and certification of behavioral health providers.

"Cultural Competence" means a set of congruent behaviors, attitudes and policies that come together in a system, agency, or among professionals which enables that system, agency or those professionals to work effectively in cross-cultural situations.

"Days" means calendar days unless otherwise specified.

"DBHS" means the Division of Behavioral Health Services within ADHS.

"DDD" means the Division of Developmental Disabilities within ADES.

"Deficit Reduction Act (DRA)" means the Deficit Reduction Act (DRA) Public Law 109-171 that works to eliminate fraud, waste and abuse in Medicaid.

"Department" means the Arizona Department of Health Services.

"Deputy Director" means the Deputy Director for the ADHS/DBHS or his or her duty authorized representative.

"DHS" means the Arizona Department of Health Services.

"Eligible Beneficiaries" mean residents of the White Mountain Apache Tribe, and their immediate family members that are eligible for Tribal services. Immediate family members are defined to include the member's spouse or cohabitating partner, children (including foster children) under the age of eighteen (18) for Title XIX services or under the age of nineteen (19) for Title XXI services, parents or minor Tribal members (as long as the parents live with the minor member child) and foster parents of the White Mountain Apache Tribe children even living off the reservation.

"Eligible Person" means an individual who needs or is at risk of needing ADHS/DBHS covered services.
"Emergency Medical Condition" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairments to bodily functions, or serious dysfunction of any bodily organ or part. What constitutes an emergency medical condition may not be limited on the basis of lists of diagnoses or symptoms.

"Emergency Medical Service" means covered inpatient and outpatient services provided after the sudden onset of an emergency medical condition furnished by a qualified provider that are necessary to evaluate or stabilize the emergency medical condition [42 CFR 438.114 (a)].

"Emerging Practices" means new innovations in clinical or administrative practice that address critical needs of a particular program, population or system, but do not yet have scientific evidence or broad expert consensus support.

"Enrolled Person" means a Title XIX, Title XXI or Non-Title XIX/XXI eligible person recorded in the ADHS Information System.

"Enrollment" means the process by which an eligible person becomes a member of the Tribe's Plan.

"Evidence-based practice" means an intervention that is an integration of science-based evidence; the skill and judgment of health professionals; and the unique needs, concerns and preferences of the person receiving services. Evidence-based practices are not intended to be automatically and uniformly applied, but instead considered as a combination of all three factors.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

"Fee-For-Service" means a method of payment to registered providers on an amount-per service basis.

"Fee-for-Service Member" means a Title XIX or Title XXI eligible individual who is not enrolled with an AHCCCS Acute Care Health Plan, ALTCS Contractor or Tribal RBHA.

"Formulary" means a list of medications that are made available by individual T/RBHAs for their enrolled members. The list must encompass all medications included on ADHS/DBHS minimum list of medications.

"Fraud" means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to the person or some other person. It includes any act that constitutes fraud under applicable Federal or State Law.

"GAAP" means Generally Accepted Accounting Principles or Generally Accepted Accounting Principles for Governments, as applicable.

"General Mental Health Adults" means a classification of adult persons age eighteen and older who have general behavioral health issues and have not been determined to have a serious mental illness.

"GMH" means General Mental Health and is used to designate adult fund type.

"GMH/SA" means General Mental Health and Substance Abuse and is used to designate adult fund type.

"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

"HIPAA" means Health Insurance Portability and Accountability Act of 1996.

"IGA" means an Intergovernmental Agreement.

"IHS" means the Indian Health Service of the United States Department of Health and Human Services.

"IMD" means an Institution for Mental Disease.

"Indian Health Service (IHS)" means the bureau of the United States Department of Health and Human Services that is responsible for delivering public health and medical services to American Indians throughout the country. The federal government has direct and permanent legal obligation to provide health services to most American Indians according to treaties with Tribal Governments.

"Institution for Mental Disease (IMD)" means a hospital, nursing facility, or other institution of more than 16 beds that is primarily engaged in providing diagnosis, treatment, or care of persons with mental diseases, including medical attention, nursing care, and related services. An institution is an IMD if its overall character is that of a facility established and maintained primarily for the care and treatment of individuals with mental diseases (42 CFR 435.1009). In the State of Arizona, Level I facilities with more than 16 beds are IMDs except when licensed as a unit of a General Medical Hospital.

"Interagency Service Agreement (ISA)" means an agreement between two or more agencies of the State wherein an agency is reimbursed for services provided to another agency or is advanced funds for services provided to another agency.

"Intergovernmental Agreement (IGA)" means an agreement conformity to the requirements of A.R.S. Title 11, Chapter 7, Article 3 (A.R.S. § 11-952A et. seq.).

"KidsCare" means the Arizona version implementing the Title XXI of the Social Security Act, referred to in federal legislation as the "State Children's Health Insurance Program" (SCHIP) Individuals under the age of 19 are eligible under the SCHIP program, in households with income at or below 200% FPL. All members, except American Indian members, are required to pay a premium amount based on the number of children in the family and the gross family income.

"Level I Behavioral Health Facility" means a behavioral health agency as defined in A.A.C. Title 9, Chapter 20.

"Level II Behavioral Health Facility" means a behavioral health agency as defined in A.A.C. Title 9, Chapter 20.

"Level III Behavioral Health Facility" means a behavioral health agency as defined in A.A.C. Title 9, Chapter 20.

"Level IV Behavioral Health Facility" means a behavioral health agency as defined in A.A.C. Title 9, Chapter 20.

"Managed Care" means systems that integrate the financing and delivery of health care services to covered individuals by means of arrangements with selected providers to furnish comprehensive services to members; establish explicit criteria for the selection of health care providers; have financial incentives for members to use providers and procedures associated with the plan; and have formal programs for quality and medical management and the coordination of care.
"Management Services Agreement" means a type of subcontract with an entity in which the Tribe delegates some or all of the comprehensive management and administrative services necessary for the operation of the Tribe.

"Materials" means all property including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

"Material Change" means an alteration or development within a provider network that may reasonably be foreseen to affect the quality or delivery of behavioral health services provided under this contract.

"Material Gap" means a temporary change in a provider network that may reasonably be foreseen to jeopardize the delivery of behavioral health services to an identifiable segment of the AHCCCS member population.

"Medical institutions" For purposes of the medical institution notification, medical institutions are defined as acute hospitals, psychiatric hospital-Non IMD, psychiatric hospital–IMD, residential treatment center–Non IMD, residential treatment center–IMD, skilled nursing facilities, and Intermediate Care Facilities for Persons with Intellectual Disabilities.

"Medical Management" means an integrated process or system that is designed to assure appropriate utilization of health care resources, in the amount and duration necessary to achieve desired health outcomes, across the continuum of care (from prevention to end of life care).

"Medically Necessary Covered Services" means those covered services provided by qualified service providers within the scope of their practice to prevent disease, disability and other adverse health conditions or their progression or to prolong life. Medically necessary services are aimed at achieving the following: The prevention, diagnosis, and treatment of behavioral health impairments; the ability to achieve age-appropriate growth and development; and the ability to attain, maintain, or regain functional capacity.

"Medical Services" means medical care and treatment provided by a Primary Care Provider, attending physician or dentist or by a nurse or other health related professional and technical personnel at the direction/order of a licensed physician or dentist.

"Medicare" means a Federal program authorized by Title XVIII of the Social Security Act, as amended.

"Member" means a person receiving behavioral health services.

"Member Appeal" means a request for a review of an action in accordance with 42 CFR 438.400, and for a person with an SMI, an appeal of an SMI eligibility determination; decisions regarding eligibility for behavioral health services, including Title XIX services, fees and waivers; assessments and further evaluations; service and treatment plans and planning decisions; and the implementation of those decisions.

"Member Information Materials" means any materials given to behavioral health recipients and includes, but is not limited to: member handbooks, member newsletters, surveys, health related brochures, videos, templates of form letters, and website content.

"Network Material Change" means an alteration or development within a provider network that may reasonably be foreseen to affect the quality or delivery of covered services provided under this Agreement.

"Non-Title XIX/XXI Funding" means fixed funds, including funds from CMHS and SAPT, State appropriations (other than state appropriations to support the Title XIX and Title XXI program), counties
and other funds, which are used for services to Non-Title XIX/XXI eligible persons and for services not covered by Title XIX or Title XXI provided to Title XIX and Title XXI eligible persons.

"Non-Title XIX/XXI Person" means an individual who needs or may be at risk of needing covered services, but does not meet Federal and State requirements for Title XIX or Title XXI eligibility.

"Outreach" means activities to identify and encourage individuals who may be in need of behavioral health services to receive them.

"PCP" means Primary Care Provider.

"Physician Incentive Plan" means any compensation arrangement to pay a physician or physician group that may directly or indirectly have the effect of reducing or limiting the services provided to any plan enrollee.

"Potential Enrollee" means a Medicaid eligible recipient who is not enrolled with a Contractor [42 CFR 438.10(a)].

"Primary Care Provider/Practitioner (PCP)" is an individual who meets the requirement of A.R.S. 36-2901, and who is responsible for the management of a member's health care. A PCP may be a physician defined as a person licensed as an allopathic or osteopathic physician according to A.R.S. Title 32, Chapter 13 or Chapter 17, or a practitioner defined as physician assistant licensed under A.R.S. Title 32, Chapter 25, or a certified nurse practitioner licensed under A.R.S. Title 32, Chapter 15.

"Prior Authorization" means an action taken by ADHS/DBHS, a TRBHA or a subcontracted provider that approves the provision of a covered service prior to the service being provided.

"Prior Period" means the period prior to a member's enrollment, during which the member is eligible for covered services. The time frame is from the effective date of eligibility to the day a member is enrolled with a Contractor.

"Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to this Agreement.

"Profit" means the excess of revenues over expenditures, in accordance with Generally Accepted Accounting Principles, regardless of whether the Tribe is a for-profit or a not-for-profit entity.

"Promising Practices" means clinical or administrative practices for which there is considerable evidence or expert consensus and which show promise in improving client outcomes, but which are not yet proven by the highest or strongest scientific evidence.

"Provider" means an organization and/or behavioral health professional who provides behavioral health services to behavioral health recipients.

"Provider Network" means the agencies, facilities, professional groups or professionals under subcontract to the Tribe to provide covered services to behavioral health recipients and includes the Tribe to the extent the Tribe directly provides covered services to behavioral health recipients.

"Psychiatrist" means a person who is a licensed physician as defined in A.R.S. Title 32, Chapter 13 or Chapter 17 and who holds psychiatric board certification from the American Board of Psychiatry and Neurology, the American College of Osteopathic Neurologist and Psychiatrist; or the American Osteopathic Board of Neurology and Psychiatry; or is board eligible.
"Qualified Health Care Professional" means a qualified health care professional that meets the qualifications to be an AHCCCS registered provider of behavioral health services, and who is a physician, a physician assistant, a nurse practitioner, a psychologist, or an independent Master's level therapist.

"Quality Management" means a methodology used by professional health personnel that assesses the degree of conformance to desired medical standards and practices, and activities designed to improve and maintain quality service and care, performance through a formal program, with involvement of multiple organizational components and committees.

"RBHA" means a Regional Behavioral Health Authority.

"Referral for Behavioral Health Services" means any oral, written, faxed, or electronic request for behavioral health services made by any person, or person's legal guardian, family member, an AHCCCS health plan, primary care provider, hospital, jail, court, probation and parole officer, tribal government, Indian Health Services school, or other state or community agency.

"Regional Behavioral Health Authority" means an organization under contract with ADHS/DBHS to coordinate the delivery of behavioral health services to eligible and/or enrolled persons in a geographically specific service area of the state.

"Related Party" means a party that has, or may have, the ability to control or significantly influence a Tribe, or a party that is, or may be, controlled or significantly influenced by a Tribe. "Related parties" include, but are not limited to, agents, managing employees or persons with an ownership or controlling interest in the disclosing entity, and their immediate families, subcontractors, wholly-owned subsidiaries or suppliers, parent companies, sister companies, holding companies, and other entities controlled or managed by any such entities or persons.

"RSA" means the Rehabilitation Services Administration within the ADES.

"RTC" means Level 1 Residential Treatment Center.

"SAPT" means Substance Abuse Prevention and Treatment 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 anc 45 CFR Part 96 Interim Final Rules.

"Serious Mental Illness" means a condition of persons who are eighteen years of age or older and who, as a result of a mental disorder as defined in A.R.S §36-550, exhibit emotional or behavioral functioning which is so impaired as to interfere substantially with their capacity to remain in the community without supportive treatment or service of a long term or indefinite duration. In these persons mental disability is severe and persistent, resulting in long term limitation of their functional capacities for primary activities of daily living such as interpersonal relationships, homemaking, self-care, employment and recreation.

"SMI" means Serious Mental Illness.

"Special Health Care needs" means members with special health care needs are those members who have serious and chronic physical, developmental or behavioral conditions, and who also require medically necessary health and related services of a type or amount beyond that required by members generally.

"State" means the State of Arizona and Department or Agency of the State that executes the Agreement.

"State Plan" means the written agreements between the State of Arizona and CMS, which describe how the AHCCCS programs meet all CMS requirements for participation in the Medicaid program and the Children's Health Insurance Program.
"Subcontract" means any Contract or Agreement express or implied, between the Tribe and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract/Agreement.

"Subcontractor" means any third party under contract/agreement with the Tribe, in a manner conforming to ADHS/DBHS requirements.

"Substance Abuse Adults" means a classification of adults age eighteen (18) and older who have a substance use disorder and have not been determined to have a serious mental illness.

"Substance Use Disorders" means a range of conditions that vary in severity over time, from problematic, short-term use/abuse of substances to severe and chronic disorders requiring long-term and sustained treatment and recovery management.

"Support Services" means covered services provided to facilitate the delivery of or enhance the benefit received from other behavioral health services. Refer to the ADHS/DBHS Covered Behavioral Health Services Guide for additional information.

"TRBHA" means a Tribal Regional Behavioral Health Authority.

"Team" means a group of individuals working in collaboration who are actively involved in a person’s assessment, service planning and service delivery. At a minimum, the team consists of the person, family members as appropriate in the case of children and a qualified behavioral health clinician. As applicable, the team would also include representatives from other state agencies, clergy, other relevant practitioners involved with the person and any other individuals requested by the person.

"Third Party" means an individual, entity or program that is or may be liable to pay all or part of the medical cost of injury, disease or disability of an AHCCCS applicant or member as defined in R9-22-1001.

"Third Party Liability" means the resources available from a person or entity that is, or may be, by agreement, circumstances or otherwise liable to pay all or part of the medical expenses incurred by an AHCCCS applicant or member, as defined in R9-22-1001.

"Title XIX" means Title XIX of the Social Security Act, as amended. This is the Federal statute authorizing Medicaid, which is administered by the AHCCCS.

"Title XIX Covered Services" means those covered services identified in the ADHS/DBHS Covered Behavioral Health Services Guide as being Title XIX reimbursable.

"Title XIX Eligible Person" means an individual who meets Federal and State requirements for Title XIX eligibility.

"Title XIX Member" means an AHCCCS member eligible for Federally funded Medicaid programs under Title XIX of the Social Security Act including those eligible under Section 1931 provisions of the Social Security Act (previously AFDC), Sixth Omnibus Budget Reconciliation Act (SOBRA), Supplemental Security Income (SSI), SSI-related groups, and Title XIX Waiver Groups Medicare Cost Sharing groups, Breast and Cervical Cancer Treatment Program and Freedom to Work.

"Title XIX Waiver Member" means, means all Medical Expense Deduction (MED) members, and adults or childless couples at or below one hundred percent (100%) of the Federal Poverty Level who are not categorically linked to another Title XIX program. This would also include Title XIX linked individuals whose income exceeds the limits of the categorical program and are eligible for MED.
"Title XXI" means Title XXI of the Social Security Act, known as the State Children’s Health Insurance Program (SCHIP) or KidsCare Plan in Arizona. Title XXI provides funds to States to enable them to initiate and expand the provision of child health assistance to uninsured, low-income children.

"Title XXI Covered Services" means those covered services identified in the ADHS/DBHS Covered Behavioral Health Services Guide as being Title XXI reimbursable.

"Title XXI Eligible Person" means an individual who meets Federal and State requirements for Title XXI eligibility.

"Title XXI Member" means a person eligible for acute care services under Title XXI of the Social Security Act, referred to in federal legislation as the "State Children’s Health Insurance Program" (SCHIP). The Arizona version of the SCHIP is referred to as KidsCare.

"Treatment" means the range of behavioral health care received by a behavioral health recipient that is consistent with the therapeutic goals.

"Treatment Services" means covered services provided to identify, prevent, eliminate, ameliorate, improve or stabilize specific symptoms, signs and behaviors related to, caused by, or associated with a behavioral health disorder.

"Tribe" refers to the White Mountain Apache Tribe.

"Tribal Liaison" means the single point of contact regarding delivery of behavioral health services to American Indian members.

"Tribal RBHA" means the White Mountain Apache Tribal Enterprise-Apache Behavioral Health Services designated to coordinate the delivery of behavioral health services to eligible and enrolled persons who are residents of the Federally recognized Tribal Nation that is the party to the Agreement.

"Utilization Review" means a methodology used by professional health personnel that assesses the medical indications, appropriateness and efficiency of care and services provided.

"White Mountain Apache Tribe" means the White Mountain Apache Tribe, a Federally Recognized Tribe consisting of approximately 15,000 members. Most live on Tribal lands (Ft. Apache Reservation) consisting of 1.67 million acres (over 2,600 square miles) in east-central Arizona, and all over the country and the world. The majority of the population lives in and around Whiteriver, the seat of Tribal government, with others residing in the communities of Cibecue, Carrizo, Cedar Creek, Forestdale, Hom-Dah, McNary, East Fork, and Seven Mile.
TRIBAL PERIODIC REPORTING REQUIREMENTS

All required reports shall be submitted to the following email address: BHSContractCompliance@azdhs.gov no later than 5:00 p.m. Local Time on the date due.

If directed by an ADHS/DBHS program area to submit a specific report to a location other than BHSContractCompliance@azdhs.gov, Apache Behavioral Health Services (ABHS) shall post notification of the submission to BHSContractCompliance@azdhs.gov upon delivery to the alternate location.

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<td>Individual Report of Each Use of Seclusion or Restraint Concerning Persons with a SMI</td>
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<td>Provider Terminations Due to Rates and Closed Panel Report</td>
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<td>Audited Financial Statements for the White Mountain Apache Tribe</td>
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<td>Member Handbook</td>
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<tr>
<td>included in Agreement</td>
<td></td>
<td></td>
<td>Agreement; ADHS Policies and Procedures Manual QM 2.5</td>
<td>Bureau of Quality Management Operations (BQMO) &amp; <a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></td>
</tr>
<tr>
<td>Report of High Profile ALERTS</td>
<td>Ad Hoc</td>
<td>Within one (1) day of awareness</td>
<td>Agreement</td>
<td><a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></td>
</tr>
<tr>
<td>Notification of Material Change to Network and Network Assurance</td>
<td>Ad Hoc</td>
<td>Prior to Network change, within five (5) days of awareness</td>
<td>Agreement</td>
<td><a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></td>
</tr>
<tr>
<td>Failure of subcontractor to meet licensing criteria or if subcontract is being terminated or suspended</td>
<td>Ad Hoc</td>
<td>Within five (5) days of learning of licensing deficiency, or of deciding to terminate or suspend</td>
<td>Agreement</td>
<td><a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></td>
</tr>
<tr>
<td>Response to Tribal Member Problem Resolution</td>
<td>Ad Hoc</td>
<td>As specified on a request from ADHS/DBHS</td>
<td>Agreement</td>
<td>Customer Service &amp; <a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></td>
</tr>
<tr>
<td>Notification of Unexpected Material Changes that could impair the Provider Network</td>
<td>Ad Hoc</td>
<td>Within one (1) day of knowledge</td>
<td>Agreement</td>
<td><a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></td>
</tr>
<tr>
<td>Data/Reports/Information for Audits conducted by ADHS/DBHS</td>
<td>Ad Hoc</td>
<td>Upon request from ADHS/DBHS</td>
<td>Agreement</td>
<td><a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></td>
</tr>
<tr>
<td>Notification of a Person No Longer in Need of Special Assistance</td>
<td>Ad Hoc</td>
<td>Within ten (10) working days of the determination</td>
<td>ADHS/DBHS Policies and Procedures Manual</td>
<td>Office of Human Rights &amp; <a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></td>
</tr>
<tr>
<td>Notification of a Person in Need of Special Assistance</td>
<td>Ad Hoc</td>
<td>Within three (3) working days of identifying</td>
<td>ADHS/DBHS Policies and Procedures Manual</td>
<td>Office of Human Rights &amp; <a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></td>
</tr>
<tr>
<td>Incidents of Suspected Fraud or Abuse</td>
<td>Ad Hoc</td>
<td>Immediately after discovery followed by written report within ten (10) working days</td>
<td>Agreement; ADHS/DBHS Fraud and Abuse Operations and procedures Manual</td>
<td><a href="mailto:reportfraud@azdhs.gov">reportfraud@azdhs.gov</a> &amp; <a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></td>
</tr>
<tr>
<td>Changes in Key Personnel</td>
<td>Ad Hoc</td>
<td>Within seven (7) days of notification of intended resignation or change</td>
<td>Agreement</td>
<td>Office of the Deputy Director &amp; <a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></td>
</tr>
<tr>
<td>Copies of Management Services Subcontracts for Administrative Review</td>
<td>Ad Hoc</td>
<td>Upon Request</td>
<td>Agreement</td>
<td><a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></td>
</tr>
<tr>
<td>Member Handbook</td>
<td>Ad Hoc</td>
<td>Within thirty (30) days of changes made to ADHS/DBHS template</td>
<td>Agreement</td>
<td><a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></td>
</tr>
<tr>
<td>Member Information/Materials</td>
<td>Ad Hoc</td>
<td>Prior to distribution to enrollees</td>
<td>Agreement</td>
<td><a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></td>
</tr>
<tr>
<td>Complete and Valid Certificate of Insurance (for Subcontractors) (ACORD form or approved equivalent)</td>
<td>Ad Hoc</td>
<td>Upon request, copies of all subcontractor (ACORD) Insurance Certificates</td>
<td>Agreement</td>
<td><a href="mailto:BHSContractCompliance@azdhs.gov">BHSContractCompliance@azdhs.gov</a></td>
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</tbody>
</table>