

## SECTION A: CONTRACT AMENDMENT

AMENDMENT #:	2. CONTRACT #:  <b>YH19-0001</b>	EFFECTIVE DATE OF AMENDMENT:  <b>OCTOBER 1, 2021</b>	4. PROGRAM:  <b>ACC</b>
5. CONTRACTOR NAME AND ADDRESS:			
6. PURPOSE: To extend the Contract for two-years (October 1, 2021, to September 30, 2023) and to amend Section B, Capitation Rates and Contractor Specific Information for the period October 1, 2021, to September 30, 2022, and to amend the following Contract Sections Section C, Definitions, Section D, Program Requirements, Section E, Terms and Conditions, and Section F, Attachments.			
7. THE ABOVE REFERENCED CONTRACT IS HEREBY AMENDED AS FOLLOWS:			
<ul style="list-style-type: none"> <li>➤ <b>Section B, Capitation Rates and Contractor Specific Requirements</b></li> <li>➤ <b>Section C, Definitions</b></li> <li>➤ <b>Section D, Program Requirements</b></li> <li>➤ <b>Section E, Terms and Conditions</b></li> <li>➤ <b>Section F, Attachments</b></li> </ul> <p>Therefore, this Contract is hereby REMOVED IN ITS ENTIRETY, including but not limited to all terms, conditions, requirements, and pricing and is amended, restated, and REPLACED with the documents attached hereto as of the Effective Date of this Amendment.</p>			
<b>8. IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.</b>			
9. SIGNATURE OF AUTHORIZED REPRESENTATIVE AND DATE:	10. SIGNATURE OF AHCCCS CONTRACTING OFFICER AND DATE:		
<b>DO NOT SIGN SEE SEPARATE SIGNATURE PAGE</b>	<b>DO NOT SIGN SEE SEPARATE SIGNATURE PAGE</b>		
11. TITLE OF AUTHORIZED REPRESENTATIVE:	12. TITLE OF AHCCCS CONTRACTING OFFICER:		

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**SECTION B: CAPITATION RATES AND CONTRACTOR SPECIFIC REQUIREMENTS**

The Contractor shall provide services as specified in this Contract. In consideration for these services, the Contractor will be paid Contractor-specific rates per member per month effective October 1, 2021, until otherwise modified by Contract amendment.

**Capitation Rates:** See Contractor-specific Section B.

**Contractor Specific Requirements:** See Contractor-specific Section B.

[END OF SECTION B: CAPITATION RATES AND CONTRACTOR SPECIFIC REQUIREMENTS]

**SECTION C: DEFINITIONS****PART 1. DEFINITIONS PERTAINING TO ALL AHCCCS CONTRACTS**

The definitions specified in Part 1 below refer to terms found in all AHCCCS Contracts. The definitions specified in Part 2 below refer to terms that exist in one or more Contracts but do not appear in all Contracts.

<b>638 TRIBAL FACILITY</b>	A facility that is owned and/or operated by a Federally recognized American Indian/Alaskan Native Tribe and that is authorized to provide services pursuant to Public Law 93-638, as amended. Also referred to as: tribally owned and/or operated 638 facilities, tribally owned and/or operated facility, 638 tribal facility, and tribally operated 638 health program.
<b>ABUSE OF THE AHCCCS PROGRAM</b>	Provider practices that are inconsistent with sound fiscal, business, or medical practices, and result in an unnecessary cost to the AHCCCS program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care, noncompliance with licensure standards, misuse of billing numbers, or misuse or abuse of billing privileges. It also includes beneficiary practices that result in unnecessary cost to the AHCCCS Program [42 CFR 455.2].
<b>ACTUARY</b>	An individual who meets the qualification standards established by the American Academy of Actuaries for an actuary and follows the practice standards established by the Actuarial Standards Board. An actuary develops and certifies the capitation rates [42 CFR 438.2].
<b>ADJUDICATED CLAIM</b>	A claim that has been received and processed by the Contractor which resulted in a payment or denial of payment.



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<b>ADMINISTRATIVE SERVICES SUBCONTRACT/SUBCONTRACTOR</b>	<p>An agreement that delegates any of the requirements of the Contract with AHCCCS, including, but not limited to the following:</p> <ol style="list-style-type: none"><li>1. Claims processing, including pharmacy claims,</li><li>2. Pharmacy Benefit Manager (PMB),</li><li>3. Dental Benefit Manager,</li><li>4. Credentialing, including those for only primary source verification (i.e., Credential Verification Organization),</li><li>5. Management Service Agreements,</li><li>6. Medicaid Accountable Care Organization (ACO),</li><li>7. Service Level Agreements with any Division or Subsidiary of a corporate parent owner, and</li><li>8. CHP and DDD Subcontracted Health Plan.</li></ol> <p>A person (individual or entity) who holds an Administrative Services Subcontract is an Administrative Services Subcontractor. Providers are not Administrative Services Subcontractors.</p>
<b>ADULT</b>	<p>An individual 18 years of age or older, unless the term is given a different definition by statute, rule, or policies adopted by AHCCCS.</p>
<b>AGENT</b>	<p>Any individual who has been delegated the authority to obligate or act on behalf of a provider [42 CFR 455.101].</p>
<b>AHCCCS AMERICAN INDIAN HEALTH PROGRAM (AIHP)</b>	<p>A Fee-For-Service program administered by AHCCCS for Title XIX/XXI eligible American Indians which reimburses for physical and behavioral health services provided by and through the Indian Health Service (IHS), tribal health programs operated under 638 or any other AHCCCS registered provider.</p>
<b>AHCCCS COMPLETE CARE CONTRACTOR</b>	<p>A contracted Managed Care Organization (also known as a health plan) that, except in limited circumstances, is responsible for the provision of both physical and behavioral health services to eligible Title XIX/XXI persons enrolled by the administration.</p>
<b>AHCCCS CONTRACTOR OPERATIONS MANUAL (ACOM)</b>	<p>The ACOM provides information related to AHCCCS Contractor operations and is available on the AHCCCS website at <a href="http://www.azahcccs.gov">www.azahcccs.gov</a>.</p>
<b>AHCCCS ELIGIBILITY DETERMINATION</b>	<p>The process of determining, through an application and required verification, whether an applicant meets the criteria for Title XIX/XXI funded services.</p>
<b>AHCCCS MEDICAL POLICY MANUAL (AMPM)</b>	<p>The AMPM provides information regarding covered health care services and is available on the AHCCCS website at <a href="http://www.azahcccs.gov">www.azahcccs.gov</a>.</p>
<b>AHCCCS MEMBER</b>	<p>REFER TO "MEMBER".</p>

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<b>AHCCCS RULES</b>	REFER TO “ARIZONA ADMINISTRATIVE CODE”.
<b>AMBULATORY CARE</b>	Preventive, diagnostic, and treatment services provided on an outpatient basis by physicians, nurse practitioners, physician assistants and/or other health care providers.
<b>AMERICANS WITH DISABILITIES ACT (ADA)</b>	The ADA prohibits discrimination on the basis of disability and ensures equal opportunity for individuals with disabilities in employment, State and local government services, public accommodations, commercial facilities transportation, and telecommunications. Refer to the Americans with Disabilities Act of 1990, as amended, in 42 U.S.C. 126 and 47 U.S.C. 5.
<b>APPEAL</b>	The request for review of an adverse benefit determination.
<b>APPEAL RESOLUTION</b>	The written determination by the Contractor concerning an appeal.
<b>ARIZONA ADMINISTRATIVE CODE (A.A.C.)</b>	The official publication of Arizona’s codified Rules and published by the Administrative Rules Division.
<b>ARIZONA DEPARTMENT OF HEALTH SERVICES (ADHS)</b>	The State agency that has the powers and duties set forth in A.R.S. § 36-104 and A.R.S. Title 36, Chapters 5 and 34.
<b>ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM (AHCCCS)</b>	Arizona’s Medicaid Program, approved by the Centers for Medicare and Medicaid Services as a Section 1115 Demonstration Waiver, and specified in A.R.S. Title 36, Chapter 29.
<b>ARIZONA LONG TERM CARE SYSTEM (ALTCS)</b>	An AHCCCS program which delivers long-term, acute, behavioral health and case management services as authorized by A.R.S. § 36-2931 et seq., to eligible members who are either elderly and/or have physical disabilities, and to members with intellectual/developmental disabilities, through contractual agreements and other arrangements.
<b>ARIZONA REVISED STATUTES (A.R.S.)</b>	Laws of the State of Arizona.
<b>ARIZONA STATE PLAN</b>	The written agreements between the State and CMS, which describes how the AHCCCS program meets CMS requirements for participation in the Medicaid program and the State Children’s Health Insurance Program.
<b>ASSESSMENT</b>	An analysis of a patient’s needs for physical health services or behavioral health services to determine which services a health care institution shall provide to the patient as specified in A.A.C. R9-10-101.

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<b>ATTACHMENT</b>	Any item labeled as an Attachment in the Contract or placed in the Attachments section of the Contract.
<b>AUTHORIZED REPRESENTATIVE</b>	An individual who is authorized to apply for medical assistance or act on behalf of another individual (A.A.C. R9-22-101, A.A.C. R9-28-401).
<b>BALANCED BUDGET ACT (BBA)</b>	REFER TO "MEDICAID MANAGED CARE REGULATIONS."
<b>BEHAVIORAL HEALTH</b>	Mental health and substance use collectively.
<b>BEHAVIORAL HEALTH DISORDER</b>	Any behavioral, mental health, and/or substance use diagnoses found in the most current version of the Diagnostic and Statistical Manual of Mental Disorders (DSM) excluding those diagnoses such as intellectual disability, learning disorders and dementia, which are not typically responsive to mental health or substance use treatment.
<b>BEHAVIORAL HEALTH PROFESSIONAL (BHP)</b>	<ol style="list-style-type: none"><li>1. An individual licensed under A.R.S. Title 32, Chapter 33, whose scope of practice allows the individual to:<ol style="list-style-type: none"><li>a. Independently engage in the practice of behavioral health as defined in A.R.S. § 32-3251, or</li><li>b. Except for a licensed substance abuse technician, engage in the practice of behavioral health as defined in A.R.S. § 32-3251 under direct supervision as defined in A.A.C. R4-6-101,</li></ol></li><li>2. A psychiatrist as defined in A.R.S. § 36-501,</li><li>3. A psychologist as defined in A.R.S. § 32-2061,</li><li>4. A physician,</li><li>5. A behavior analyst as defined in A.R.S. § 32-2091, or</li><li>6. A registered nurse practitioner licensed as an adult, psychiatric and mental health nurse, or</li><li>7. A registered nurse with:<ol style="list-style-type: none"><li>a. A psychiatric-mental health nursing certification, or</li><li>b. One year of experience providing behavioral health services.</li></ol></li></ol>
<b>BEHAVIORAL HEALTH SERVICES</b>	Physician or practitioner services, nursing services, health-related services, or ancillary services provided to an individual to address the individual's behavioral health issue.
<b>BOARD CERTIFIED</b>	An individual who has successfully completed all prerequisites of the respective specialty board and successfully passed the required examination for certification and when applicable, requirements for maintenance of certification.

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<b>BORDER COMMUNITIES</b>	Cities, towns, or municipalities located in Arizona and within a designated geographic service area whose residents typically receive primary or emergency care in adjacent Geographic Service Areas (GSA) or neighboring states, excluding neighboring countries, due to service availability or distance.
<b>CAPITATION</b>	Payment to a Contractor by AHCCCS of a fixed monthly payment per person in advance, for which the Contractor provides a full range of covered services as authorized under A.R.S. § 36-2904 and A.R.S. § 36-2907.
<b>CENTERS OF EXCELLENCE</b>	A facility and/or program that is recognized as providing the highest levels of leadership, quality, and service. Centers of Excellence align physicians and other providers to achieve higher value through greater focus on appropriateness of care, clinical excellence, and patient satisfaction.
<b>CENTERS FOR MEDICARE AND MEDICAID SERVICES (CMS)</b>	The federal agency within the United States Department of Health and Human Services (HHS), which administers the Medicare (Title XVIII) and Medicaid (Title XIX) programs, and the State Children’s Health Insurance Program (Title XXI).
<b>CHANGE IN ORGANIZATIONAL STRUCTURE</b>	Any of the following: <ol style="list-style-type: none"><li>1. Acquisition,</li><li>2. Change in Articles of Incorporation,</li><li>3. Change in Ownership,</li><li>4. Change of MSA Subcontractor (to the extent management of all or substantially all plan functions has been delegated to meet AHCCCS contractual requirements).</li><li>5. Joint Venture,</li><li>6. Merger,</li><li>7. Reorganization,</li><li>8. State Agency reorganization resulting from an act of the Governor of the State of Arizona or the Arizona State Legislature, or</li><li>9. Other applicable changes which may cause:<ol style="list-style-type: none"><li>a. A change in the Employer Identification Number/Tax Identification Number (EIN/TIN),</li><li>b. Changes in critical member information, including the website, member or provider handbook and member ID card, or</li><li>c. A change in legal entity name.</li></ol></li></ol>
<b>CHILD</b>	An individual under the age of 18, unless the term is given a different definition by statute, rule or policies adopted by AHCCCS.
<b>CHILD - KIDSCARE (TITLE XXI)</b>	An individual under the age of 19 years who is covered under Title XXI of the Social Security Act.

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<b>CHILD AND FAMILY TEAM (CFT)</b>	A defined group of individuals that includes, at a minimum, the child and their family, or healthcare decision maker, a behavioral health representative, and any individuals important in the child's life who are identified and invited to participate by the child and family. This may include teachers, extended family members, friends, family support partners, healthcare providers, coaches and community resource providers, representatives from churches, temples, synagogues, mosques, or other places of worship/faith, agents from other service systems like the Department of Child Safety (DCS) or the Division of Developmental Disabilities (DDD). 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 who is needed to develop an effective service plan and can therefore expand and contract as necessary to be successful on behalf of the child.
<b>CLAIM DISPUTE</b>	A dispute, filed by a provider or Contractor, whichever is applicable, involving a payment of a claim, denial of a claim, imposition of a sanction or reinsurance.
<b>CLEAN CLAIM</b>	A claim that may be processed without obtaining additional information from the provider of service or from a third party but does not include claims under investigation for fraud or abuse or claims under review for medical necessity, as defined by A.R.S. § 36-2904.
<b>CODE OF FEDERAL REGULATIONS (CFR)</b>	The general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government.
<b>COMPREHENSIVE RISK CONTRACT</b>	A risk contract between the State and an MCO that covers comprehensive services, that is, inpatient hospital services and any of the following services, or any three or more of the following services [42 CFR 438.2]: <ol style="list-style-type: none"><li>1. Outpatient hospital services,</li><li>2. Rural health clinic services,</li><li>3. Federally Qualified Health Center (FQHC) services,</li><li>4. Other laboratory and X-ray services,</li><li>5. Nursing facility services,</li><li>6. Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) services,</li><li>7. Family planning services,</li><li>8. Physician services, and</li><li>9. Home health services.</li></ol>

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<b>CONTRACTOR</b>	An organization or entity that has a prepaid capitated Contract with AHCCCS pursuant to A.R.S. § 36-2904, A.R.S. § 36-2940, A.R.S. § 36-2944, or Chapter 34 of A.R.S. Title 36, to provide goods and services to members either directly or through subcontracts with providers, in conformance with contractual requirements and State and Federal law, rule, regulations, and policies.
<b>CONVICTED</b>	A judgment of conviction has been entered by a Federal, State, or local court, regardless of whether an appeal from that judgment is pending.
<b>COPAYMENT</b>	A monetary amount that a member pays directly to a provider at the time a covered service is rendered (A.A.C. R9-22-711).
<b>CORRECTIVE ACTION PLAN (CAP)</b>	A written work plan that identifies the root cause(s) of a deficiency, includes goals and objectives, actions/tasks to be taken to facilitate an expedient return to compliance, methodologies to be used to accomplish CAP goals and objectives, and staff responsible to carry out the CAP within established timelines. CAPs are generally used to improve performance of the Contractor and/or its providers, to enhance Quality Management/Process Improvement activities and the outcomes of the activities, or to resolve a deficiency.
<b>COST AVOIDANCE</b>	The process of identifying and utilizing all confirmed sources of first or third party benefits before payment is made by the Contractor.
<b>CREDENTIALING</b>	The process of obtaining, verifying, and evaluating information regarding applicable licensure, accreditation, certification, educational and practice requirements to determine whether a provider has the required credentials to deliver specific covered services to members.
<b>DAY</b>	A calendar day unless otherwise specified.
<b>DAY – BUSINESS</b>	Monday, Tuesday, Wednesday, Thursday, or Friday unless a legal holiday falls on Monday, Tuesday, Wednesday, Thursday, or Friday.
<b>DELEGATED AGREEMENT</b>	A type of subcontract agreement with a qualified organization or individual to perform one or more functions required to be performed by the Contractor pursuant to this Contract.
<b>DEPARTMENT OF ECONOMIC SECURITY/DIVISION OF DEVELOPMENTAL DISABILITIES (DES/DDD)</b>	The Division of a State agency as defined in A.R.S. Title 36, Chapter 5.1, which is responsible for serving eligible Arizona residents with a intellectual/developmental disability. AHCCCS contracts with DES/DDD to serve Medicaid eligible individuals with a intellectual/developmental disability.

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<b>DISENROLLMENT</b>	The discontinuance of a member's eligibility to receive covered services through a Contractor.
<b>DIVISION OF HEALTH CARE MANAGEMENT (DHCM)</b>	The division responsible for Contractor oversight regarding AHCCCS Contractor operations, quality, maternal and child health, behavioral health, medical management, case management, rate setting, encounters, and financial/operational oversight.
<b>DUAL ELIGIBLE MEMBER</b>	A member who is eligible for both Medicare and Medicaid. There are two types of Dual Eligible Members: a Qualified Medicare Beneficiary (QMB) Dual Eligible Member (a QMB Plus or a QMB Only), and a Non-QMB Dual Eligible Member (a Special Low-Income Beneficiary [SLMB] Plus or an Other Full Benefit Dual Eligible).
<b>DURABLE MEDICAL EQUIPMENT (DME)</b>	Equipment that provides therapeutic benefits; is designed primarily for a medical purpose; is ordered by a physician/provider; is able to withstand repeated use; and is appropriate for use in the home. Refer to Medical Equipment and Appliances.
<b>EARLY AND PERIODIC SCREENING, DIAGNOSTIC, AND TREATMENT (EPSDT)</b>	A comprehensive child health program of prevention, treatment, correction, and improvement of physical and behavioral health conditions for AHCCCS members under the age of 21. EPSDT services include screening services, vision services, dental services, hearing services and all other medically necessary mandatory and optional services listed in Federal Law 42 U.S.C. 1396d (a) to correct or ameliorate defects and physical and mental illnesses and conditions identified in an EPSDT screening whether or not the services are covered under the Arizona State Plan. Limitations and exclusions, other than the requirement for medical necessity and cost effectiveness, do not apply to EPSDT services.
<b>ELECTRONIC VISIT VERIFICATION</b>	A computer-based system that electronically verifies the occurrence of authorized service visits by electronically documenting the precise time a service delivery visit begins and ends, the individuals receiving and providing a service, and type of service performed.

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<b>EMERGENCY MEDICAL CONDITION</b>	<p>A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such 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:</p> <ol style="list-style-type: none"><li>1. Placing the patient’s health (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy,</li><li>2. Serious impairment to bodily functions,</li><li>3. Serious dysfunction of any bodily organ or part [42 CFR 438.114(a)], or</li><li>4. Serious physical harm to another individual for behavioral health condition).</li></ol>
<b>EMERGENCY MEDICAL SERVICE</b>	<p>Covered inpatient and outpatient services provided after the sudden onset of an emergency medical condition as defined above. These services shall be furnished by a qualified provider and shall be necessary to evaluate or stabilize the emergency medical condition [42 CFR 438.114(a)].</p>
<b>EMERGENCY SERVICES</b>	<p>Medical or behavioral health services provided for the treatment of an emergency medical condition.</p>
<b>ENCOUNTER</b>	<p>A record of a health care-related service rendered by a provider or providers registered with AHCCCS to a member who is enrolled with a Contractor on the date of service.</p>
<b>ENROLLEE</b>	<p>A Medicaid recipient who is currently enrolled with a Contractor [42 CFR 438.2].</p>
<b>ENROLLMENT</b>	<p>The process by which an eligible individual becomes a member of a Contractor’s plan.</p>
<b>EVIDENCE-BASED PRACTICE</b>	<p>An intervention that is recognized as effective in treating a specific health-related condition based on scientific research; the skill and judgment of health care professionals; and the unique needs, concerns and preferences of the individual receiving services.</p>
<b>EXCLUDED</b>	<p>Services not covered under the Arizona State Plan or the Section 1115 Demonstration Waiver, including but not limited to, services that are above a prescribed limit, experimental services, or services that are not medically necessary.</p>
<b>EXHIBITS</b>	<p>All items attached as part of the original Solicitation.</p>



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<b>FAMILY-RUN ORGANIZATION (FRO)</b>	Family-Operated Services that are: <ol style="list-style-type: none"><li>1. Independent and autonomous - Governed by a board of directors of which 51% or more are family members who:<ol style="list-style-type: none"><li>a. Have or had primary responsibility for the raising of a child, youth, adolescent or young adult with an emotional, behavioral, mental health or substance use need, or</li><li>b. Have the lived experience as a primary natural support for an adult with emotional, behavioral, mental health or substance use need, or</li><li>c. An adult who had lived experience of being a child with emotional, behavioral, mental health or substance use needs.</li></ol></li><li>2. Employs credentialed parent/family support providers whose primary responsibility is to provide parent/family support per AMPM Policy 964.</li></ol>
<b>FEDERAL FINANCIAL PARTICIPATION (FFP)</b>	FFP refers to the contribution that the Federal government makes to the Title XIX and Title XXI program portions of AHCCCS, as defined in 42 CFR 400.203.
<b>FEE-FOR-SERVICE (FFS)</b>	A method of payment to an AHCCCS registered provider on an amount-per-service basis for services reimbursed directly by AHCCCS for members not enrolled with a managed care Contractor.
<b>FEE-FOR-SERVICE MEMBER</b>	A Title XIX or Title XXI eligible individual who is not enrolled with an AHCCCS Contractor.
<b>FISCAL AGENT</b>	A Contractor that processes or pays vendor claims on behalf of the Medicaid agency [42 CFR 455.101].
<b>FRAUD</b>	An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable State or Federal law, as defined in 42 CFR 455.2.
<b>GEOGRAPHIC SERVICE AREA (GSA)</b>	An area designated by AHCCCS within which a Contractor of record provides, directly or through subcontract, covered health care service to a member enrolled with that Contractor of record, as defined in 9 A.A.C. 22, Article 1.
<b>GRIEVANCE</b>	A member's expression of dissatisfaction with any matter, other than an adverse benefit determination.
<b>GRIEVANCE AND APPEAL SYSTEM</b>	A system that includes a process for member grievances and appeals including, SMI grievances and appeals, and provider claim disputes. The Grievance and Appeal system provides access to the State fair hearing process.

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<b>HEALTH CARE DECISION MAKER</b>	An individual who is authorized to make health care treatment decisions for the patient. As applicable to the situation, this may include a parent of an unemancipated minor or a person lawfully authorized to make health care treatment decisions pursuant to A.R.S. title 14, chapter 5, article 2 or 3; or A.R.S. § § 8-514.05, 36-3221, 36-3231 or 36-3281.
<b>HEALTH CARE PROFESSIONAL</b>	A physician, podiatrist, optometrist, chiropractor, psychologist, dentist, physician assistant, physical or occupational therapist, therapist assistant, speech language pathologist, audiologist, registered or practical nurse (including nurse practitioner, clinical nurse specialist, certified registered nurse anesthetist and certified nurse midwife), licensed social worker, registered respiratory therapist, licensed marriage and family therapist and licensed professional counselor.
<b>HEALTH HOME</b>	A provider that either provides or coordinates and monitors the provision of all primary, physical health, behavioral health, and services and supports to treat the whole person. A Health Home can be an Outpatient Behavioral Health Clinic, a Federally Qualified Health Center, Primary Care Provider, or an Integrated Care Provider. Members may or may not be formally assigned to a Health Home.
<b>HEALTH INSURANCE</b>	Coverage against expenses incurred through illness or injury of the individual whose life or physical well-being is the subject of coverage.
<b>HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)</b>	The Health Insurance Portability and Accountability Act; also known as the Kennedy-Kassebaum Act, signed August 21, 1996, as amended and as reflected in the implementing regulations at 45 CFR Parts 160, 162, and 164.  REFER TO "CONTRACTOR."
<b>HEALTH PLAN HOME HEALTH CARE</b>	REFER TO "HOME HEALTH SERVICES".
<b>HOME HEALTH SERVICES</b>	Nursing services, home health aide services, therapy services, and medical supplies, equipment, and appliances as described in 42 CFR 440.70 when provided to a member at his place of residence and on his or her physician's orders, or beginning March 1, 2020, ordered by the member's nurse practitioner, physician assistant, or clinical nurse specialist, as a part of the plan of care and is reviewed by the practitioner annually as part of a written plan of care [42 CFR 440.70].
<b>HOSPICE SERVICES</b>	Palliative and support care for members who are certified by a physician as being terminally ill and having six months or less to live.
<b>HOSPITALIZATION</b>	Admission to, or period of stay in, a health care institution that is licensed as a hospital as defined in A.A.C. R9-22-101.

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<b>INCURRED BUT NOT REPORTED (IBNR)</b>	The liability for services rendered for which claims have not been received.
<b>INDIVIDUAL RECOVERY PLAN (FORMERLY KNOWN AS THE INDIVIDUAL SERVICE PLAN)</b>	REFER TO "SERVICE PLAN"
<b>INDIAN HEALTH SERVICES (IHS)</b>	The operating division within the U.S. Department of Health and Human Services, responsible for providing medical and public health services to members of federally recognized Tribes and Alaska Natives as specified in 25 U.S.C. 1661.
<b>INFORMATION SYSTEMS</b>	The component of the Contractor's organization which supports the Information Systems, whether the systems themselves are internal to the organization (full spectrum of systems staffing), or externally contracted (internal oversight and support).
<b>IN-NETWORK PROVIDER</b>	An individual or entity which has signed a provider agreement as specified in A.R.S. § 36-2904 and that has a subcontract or is authorized through a subcontract with an AHCCCS Contractor to provide services prescribed in A.R.S. § 36-2901 et seq. for members enrolled with the Contractor.
<b>INSTITUTION FOR MENTAL DISEASE (IMD)</b>	A hospital, nursing facility, or other institution of more than 16 beds that is primarily engaged in providing diagnosis, treatment, or care of individuals with mental diseases (including substance use disorders), including medical attention, nursing care and related services. Whether an institution is an institution for mental diseases is determined by its overall character as that of a facility established and maintained primarily for the care and treatment of individuals with mental diseases, whether or not it is licensed as such. An institution for Individuals with Intellectual Disabilities is not an institution for mental diseases [42 CFR 435.1010].
<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>	When authorized by legislative or other governing bodies, two or more public agencies or public procurement units by direct Contract or agreement may contract for services or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action or may form a separate legal entity, including a nonprofit corporation to Contract for or perform some or all of the services specified in the Contract or agreement or exercise those powers jointly held by the contracting parties. A.R.S. Title 11, Chapter 7, Article 3 (A.R.S. § 11-952.A).

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<b>LIABLE PARTY</b>	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 applicant or member as specified in A.A.C. R9-22-1001.
<b>LIEN</b>	A legal claim filed with the County Recorder's office in which a member resides and in the county an injury was sustained for the purpose of ensuring that AHCCCS receives reimbursement for medical services paid. The lien is attached to any settlement the member may receive as a result of an injury.
<b>LINE OF BUSINESS</b>	Refers to the AHCCCS Programs: AHCCCS Complete Care (ACC); Arizona Long Term Care for individuals who are elderly and/or physically disabled (ALTCS-EPD), Department of Economic Security/Division of Developmental Disabilities (DES/DDD); DCS CHP Comprehensive Health Plan (DCS CHP); and Regional Behavioral Health Authorities (RBHA).
<b>LIMITED ENGLISH PROFICIENCY (LEP)</b>	Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English may have LEP and may be eligible to receive language assistance for a particular type of service, benefit, or encounter [42 CFR 457.1207, 42 CFR 438.10].
<b>LONG -TERM SERVICES AND SUPPORTS (LTSS)</b>	Services and supports provided to members of all ages who have functional limitations and/or chronic illnesses that have the primary purpose of supporting the ability of the member to live or work in the setting of their choice, which may include the individual's home, a provider-owned or controlled residential setting, a nursing facility, or other institutional setting [42 CFR 438.2].
<b>MAJOR UPGRADE</b>	Any systems upgrade or change to a major business component that may result in a disruption to the following: loading of contracts, providers, or members, issuing prior authorizations or the adjudication of claims.
<b>MANAGED CARE</b>	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, medical management, and the coordination of care.

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<b>MANAGED CARE ORGANIZATION</b>	<p>An entity that has, or is seeking to qualify for, a comprehensive risk Contract under 42 CFR Part 438 and that is [42 CFR 438.2]:</p> <ol style="list-style-type: none"><li>1. A Federally qualified HMO that meets the advance directives requirements of subpart I of 42 CFR Part 489, or</li><li>2. Any public or private entity that meets the advance directives requirements and is determined by the Secretary to also meet the following conditions:<ol style="list-style-type: none"><li>a. Makes the services it provides to its Medicaid enrollees as accessible (in terms of timeliness, amount, duration, and scope) as those services are to other Medicaid beneficiaries within the area served by the entity.</li><li>b. Meets the solvency standards of 42 CFR 438.116.</li></ol></li></ol>
<b>MANAGED CARE PROGRAM</b>	<p>A managed care delivery system operated by a State as authorized under section 1915(a), 1915(b), 1932(a), or 1115(a) of the Social Security Act [42 CFR 438.2].</p>
<b>MANAGEMENT SERVICES AGREEMENT</b>	<p>A type of subcontract with an entity in which the owner of the Contractor delegates all or substantially all management and administrative services necessary for the operation of the Contractor.</p>
<b>MANAGING EMPLOYEE</b>	<p>A general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency [42 CFR 455.101].</p>

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<b>MATERIAL CHANGE TO BUSINESS OPERATIONS</b>	<p>Any change in overall operations that affects, or can reasonably be foreseen to affect, the Contractor's ability to meet the performance standards as required in Contract including, but not limited to, any change that would impact or is likely to impact more than five percent of total membership and/or provider network in a specific GSA. Changes to business operations may include, but are not limited to, policy, process, and protocol, such as prior authorization or retrospective review. Additional changes may also include the addition or change in:</p> <ol style="list-style-type: none"><li>1. PBM,</li><li>2. Dental Benefit Manager,</li><li>3. Transportation vendor,</li><li>4. Claims Processing system,</li><li>5. System changes and upgrades,</li><li>6. Member ID Card vendor,</li><li>7. Call center system,</li><li>8. Covered benefits delivered exclusively through the mail, such as mail order pharmaceuticals or delivery of medical equipment,</li><li>9. MSA, and</li><li>10. Any other Administrative Services Subcontract.</li></ol>
<b>MATERIAL CHANGE TO PROVIDER NETWORK</b>	<p>Any change in composition of or payments to a Contractor's provider network that affects, or can reasonably be foreseen to affect, the Contractor's adequacy of capacity and services necessary to meet the performance and/or provider network standards as specified in Contract. Changes to provider network may include but are not limited to:</p> <ol style="list-style-type: none"><li>1. Any change that would cause or is likely to cause more than five percent of the members in a GSA to change the location where services are received or rendered.</li><li>2. A change impacting five percent or less of the membership but involving a provider or provider group who is the sole provider of a service in a service area or operates in an area with limited alternate sources of the service.</li></ol>
<b>MATERIAL OMISSION</b>	<p>A fact, data or other information excluded from a report, Contract, etc., the absence of which could lead to erroneous conclusions following reasonable review of such report, Contract, etc.</p>
<b>MEDICAID</b>	<p>A Federal/State program authorized by Title XIX of the Social Security Act, as amended.</p>
<b>MEDICAID MANAGED CARE REGULATIONS</b>	<p>The Federal law mandating, in part, that states ensure the accessibility and delivery of quality health care by their managed care Contractors. These regulations were promulgated pursuant to the Balanced Budget Act (BBA) of 1997.</p>

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<b>MEDICAL EQUIPMENT AND APPLIANCES</b>	<p>Item, as specified in 42 CFR 440.70, that is not a prosthetic or orthotic; and</p> <ol style="list-style-type: none"><li>1. Is customarily used to serve a medical purpose, and is generally not useful to an individual in the absence of an illness, disability, or injury,</li><li>2. Can withstand repeated use, and</li><li>3. Can be reusable by others or removable.</li></ol> <p>Medical equipment and appliances may also be referred to as Durable Medical Equipment (DME).</p>
<b>MEDICAL MANAGEMENT (MM)</b>	<p>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 hospice).</p>
<b>MEDICAL RECORDS</b>	<p>All communications related to a patient's physical or mental health or condition that are recorded in any form or medium and that are maintained for purposes of evaluation or treatment, including records that are prepared by a health care provider or by other providers. Records do not include materials that are prepared in connection with utilization review, peer review, or quality assurance activities (A.R.S. § 12-2291).</p>
<b>MEDICAL SERVICES</b>	<p>Medical care and treatment provided by a Primary Care Provider (PCP), 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.</p>
<b>MEDICAL SUPPLIES</b>	<p>Health care related items that are consumable or disposable or cannot withstand repeated use by more than one individual, that are required to address an individual medical disability, illness, or injury [42 CFR 440.70].</p>
<b>MEDICALLY NECESSARY</b>	<p>A covered service provided by a physician or other licensed practitioner of the health arts within the scope of practice under State law to prevent disease, disability or other adverse conditions or their progression, or to prolong life (A.A.C. R9-22-101).</p>
<b>MEDICALLY NECESSARY SERVICES</b>	<p>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.</p>
<b>MEDICARE</b>	<p>A Federal program authorized by Title XVIII of the Social Security Act, as amended.</p>
<b>MEDICATION ASSISTED TREATMENT (MAT)</b>	<p>The use of medications in combination with counseling and behavioral therapies for the treatment of substance use disorders.</p>

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<b>MEMBER</b>	An eligible individual who is enrolled in AHCCCS, as defined in A.R.S. § 36-2931, § 36-2901, § 36-2901.01, and A.R.S. § 36-2981. Also referred to as Title XIX/XXI Member or Medicaid Member.
<b>MEMBER INFORMATION MATERIALS</b>	Any materials given to the Contractor's membership. This includes but is not limited to member handbooks, member newsletters, provider directories, surveys, on hold messages and health related brochures/reminders and videos, form letter templates, and website content. It also includes the use of other mass communication technology such as email and voice recorded information messages delivered to a member's phone.
<b>MUST</b>	REFER TO "SHALL". Note: The term 'Must' is used interchangeably in this Contract with the term 'Shall'.
<b>NATIONAL PROVIDER IDENTIFIER (NPI)</b>	A unique identification number for covered health care providers, assigned by the CMS contracted national enumerator.
<b>NETWORK</b>	A list of doctors, or other health care providers, and hospitals that a Contractor contracts with directly, or employs through a subcontractor, to provide medical care to its members.
<b>NON-CONTRACTING PROVIDER</b>	An individual or entity that provides services as prescribed in A.R.S. § 36-2901 who does not have a subcontract with an AHCCCS Contractor.
<b>OUT OF NETWORK PROVIDER</b>	An individual or entity that has a provider agreement with the AHCCCS Administration pursuant to A.R.S. § 36-2904 which does not have a subcontract with an AHCCCS Contractor and which provides services specified in A.R.S. § 36-2901 et seq.
<b>PARENT</b>	A biological, adoptive, or custodial mother or father of a child, or an individual who has been appointed as a legal guardian or custodian of a child by a court of competent jurisdiction.
<b>PEER-RUN ORGANIZATION (PRO)</b>	Peer-Operated Services that are: <ol style="list-style-type: none"><li>1. Independent - Owned, administratively controlled, and managed by peers,</li><li>2. Autonomous - All decisions are made by the program,</li><li>3. Accountable - Responsibility for decisions rests with the program, and</li><li>4. Peer – controlled - Governance board is at least 51 percent peers.</li></ol>
<b>PERFORMANCE IMPROVEMENT PROJECT (PIP)</b>	A planned process of data gathering, evaluation, and analysis to determine interventions or activities that are projected to have a positive outcome. A PIP includes measuring the impact of the interventions or activities toward improving the quality of care and service delivery.

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<b>PERFORMANCE MEASURE PERFORMANCE STANDARDS (PMPS)</b>	The minimal expected level of performance by the Contractor, previously referred to as the Minimum Performance Standard. Beginning CYE 2021, official performance measure results shall be evaluated based upon the NCQA HEDIS® Medicaid Mean or CMS Medicaid Median (for selected CMS Core Set-Only Measures), as identified by AHCCCS, as well as the Line of Business aggregate rates, as applicable.
<b>PERFORMANCE STANDARDS</b>	A set of standardized measures designed to assist AHCCCS in evaluating, comparing, and improving the performance of its Contractors.
<b>PHYSICIAN SERVICES</b>	Medical assessment, treatments, and surgical services provided by licensed allopathic or osteopathic physicians within the scope of practice.
<b>PLAN</b>	REFER TO "SERVICE PLAN".
<b>POSTPARTUM</b>	The period that begins on the last day of pregnancy and extends through the end of the month in which the 60-day period following termination of pregnancy ends. Quality measures used in maternity care quality improvement may utilize different criteria for the postpartum period as specified in Contract.
<b>POSTPARTUM CARE</b>	Health care provided for a period that begins on the last day of pregnancy and extends through the end of the month in which the 60-day period following termination of pregnancy ends. Family planning services are included, if provided by a physician or practitioner, as addressed in AMPM Policy 420.
<b>POSTSTABILIZATION CARE SERVICES</b>	Medically necessary services, related to an emergency medical condition provided after the member's condition is sufficiently stabilized in order to maintain, improve or resolve the member's condition so that the member could alternatively be safely discharged or transferred to another location [42 CFR 438.114(a)].
<b>POTENTIAL ENROLLEE</b>	A Medicaid-eligible recipient who is not yet enrolled with a Contractor [42 CFR 438.10(a)].
<b>PREMIUM</b>	The amount an individual pays for health insurance every month. In addition to the premium, an individual usually has to pay other costs for their health care, including a deductible, copayments, and coinsurance.
<b>PREMIUM TAX</b>	The tax imposed pursuant to A.R.S. § 36-2905 and A.R.S. § 36-2944.01 for all payments made to Contractors for the Contract Year.
<b>PREPAID MEDICAL MANAGEMENT INFORMATION SYSTEM (PMMIS)</b>	An integrated information infrastructure that supports AHCCCS operations, administrative activities, and reporting requirements.

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<b>PRESCRIPTION DRUGS</b>	Prescription medications prescribed by an AHCCCS registered qualified practitioner as a pharmacy benefit, based on medical necessity, and in compliance with Federal and State law including 42 U.S.C 1396r-8 and A.A.C. R9-22-209.
<b>PRIMARY CARE</b>	All health care services and laboratory services customarily furnished by or through a general practitioner, family physician, internal medicine physician, obstetrician/gynecologist, pediatrician, or other licensed practitioner as authorized by the State Medicaid program, to the extent the furnishing of those services is legally authorized in the State in which the practitioner furnishes them [42 CFR 438.2].
<b>PRIMARY CARE PHYSICIAN</b>	A physician defined as an individual licensed as an allopathic or osteopathic physician according to A.R.S. Title 32, Chapter 13, or Chapter 17 and who otherwise meets the definition of Primary Care Provider (PCP).
<b>PRIMARY CARE PROVIDER (PCP)</b>	An individual who meets the requirements of A.R.S. § 36-2901, and who is responsible for the management of the member's health care. A PCP may be a physician defined as an individual licensed as an allopathic or osteopathic physician according to A.R.S. Title 32, Chapter 13 or Chapter 17, or a practitioner defined as a 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, or a naturopathic physician for AHCCCS members under the age of 21 receiving EPSDT services. The PCP shall be an individual, not a group or association of individuals, such as a clinic.
<b>PRIMARY PREVENTION</b>	The focus on methods to reduce, control, eliminate, and prevent the incidence or onset of physical or mental health disease through the application of interventions before there is any evidence of disease or injury.
<b>PRIOR AUTHORIZATION</b>	Process by which the Administration or contractor, whichever is applicable, authorizes, in advance, the delivery of covered services based on factors including but not limited to medical necessity, cost effectiveness, compliance with this Article and any applicable contract provisions. Prior authorization is not a guarantee of payment (A.A.C. R9-22-101).
<b>PRIOR PERIOD</b>	REFER TO "PRIOR PERIOD COVERAGE".

**PRIOR PERIOD  
COVERAGE (PPC)**

For Title XIX members, the period of time prior to the member's enrollment with a Contractor, during which a member is eligible for covered services. The timeframe is from the effective date of eligibility to the day a member is enrolled with a Contractor. Refer to 9 A.A.C. 22 Article 1. If a member is made eligible via the Hospital Presumptive Eligibility (HPE) program and is subsequently determined eligible for AHCCCS via the full application process, prior period coverage for the member will be covered by AHCCCS Fee-For-Service and the member will be enrolled with the Contractor only on a prospective basis.

**PRIOR QUARTER  
COVERAGE**

The period of time prior to an individual's month of application for AHCCCS coverage, during which a member (limited to children under 19, individuals who are pregnant, and individuals who are in the 60-day postpartum period beginning the last day of pregnancy) may be eligible for covered services. Prior Quarter Coverage is limited to the three-month time period prior to the month of application. An applicant may be eligible during any of the three months prior to application if the applicant:

1. Received one or more covered services specified in 9 A.A.C. 22, Article 2 and Article 12, and 9 A.A.C. 28, Article 2 during the month, and
2. Would have qualified for Medicaid at the time services were received if the individual had applied regardless of whether the individual is alive when the application is made. Refer to A.A.C. R9-22-303.

AHCCCS Contractors are not responsible for payment for covered services received during the prior quarter.

**PROGRAM  
CONTRACTOR**

REFER TO "CONTRACTOR"

**PROVIDER**

Any individual or entity that is engaged in the delivery of services, or ordering or referring for those services, and is legally authorized to do so by the State in which it delivers the services, as specified in 42 CFR 457.10 and 42 CFR 438.2.

**PROVIDER GROUP**

Two or more health care professionals who practice their profession at a common location (whether or not they share facilities, supporting staff, or equipment).

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<b>PRUDENT LAYPERSON (FOR PURPOSES OF DETERMINING WHETHER AN EMERGENCY MEDICAL CONDITION EXISTS)</b>	<p>An individual without medical training who relies on the experience, knowledge, and judgment of a reasonable individual to make a decision regarding whether or not the absence of immediate medical attention will result in:</p> <ol style="list-style-type: none"><li>1. Placing the health of the individual in serious jeopardy,</li><li>2. Serious impairment to bodily functions, or</li><li>3. Serious dysfunction of a bodily part or organ.</li></ol>
<b>QUALIFIED MEDICARE BENEFICIARY DUAL ELIGIBLE MEMBER (QMB DUAL)</b>	<p>An individual determined eligible under A.A.C. R9-29- Article 2 for Qualified Medicare Beneficiary (QMB) and eligible for acute care services provided for in 9 A.A.C. Chapter 22 or ALTCS services provided for in 9 A.A.C. Chapter 28. A QMB Dual receives both Medicare and Medicaid services and cost sharing assistance as specified in A.A.C. R9-29-101.</p>
<b>QUALITY MANAGEMENT</b>	<p>The evaluation and assessment of member care and services to ensure adherence to standards of care and appropriateness of services; can be assessed at a member, provider, or population level.</p>
<b>REFERRAL</b>	<p>A verbal, written, telephonic, electronic, or in-person request for health services.</p>
<b>REGIONAL BEHAVIORAL HEALTH AUTHORITY (RBHA)</b>	<p>A contracted Managed Care Organization (also known as a health plan) responsible for the provision of comprehensive behavioral health services to all eligible individuals assigned by the administration and provision of comprehensive physical health services to eligible individuals with a Serious Mental Illness enrolled by the Administration.</p>
<b>REHABILITATION</b>	<p>Physical, occupational, and speech therapies, and items to assist in improving or restoring an individual's functional level (A.A.C. R9-22-101).</p>
<b>REINSURANCE</b>	<p>Reinsurance is a stop-loss program provided by AHCCCS to the Contractor for the partial reimbursement of covered medical services for the contract year. Reinsurance case types include but are not limited to regular, catastrophic, and transplant. These case types may have different qualifying criteria and reimbursement.</p>
<b>REQUEST FOR PROPOSAL (RFP)</b>	<p>A document prepared by AHCCCS which describes the services required and which instructs a prospective Offeror how to prepare a response (Proposal).</p>
<b>RISK CONTRACT</b>	<p>A Contract between the State and MCO, under which the Contractor:</p> <ol style="list-style-type: none"><li>1. Assumes risk for the cost of the services covered under the Contract, and</li><li>2. Incurs loss if the cost of furnishing the services exceeds the payments under the Contract [42 CFR 438.2].</li></ol>

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<b>ROOM AND BOARD (or ROOM)</b>	The amount paid for food and/or shelter. Medicaid funds can be expended for room and board when an individual lives in an institutional setting (e.g., NF, ICF). Medicaid funds cannot be expended for room and board when a member resides in an Alternative HCBS Setting (e.g., Assisted Living Home, Behavioral Health Residential Facilities) or an apartment like setting that may provide meals.
<b>SERVICE LEVEL AGREEMENT</b>	A type of subcontract with a corporate owner or any of its Divisions or Subsidiaries that requires specific levels of service for administrative functions or services for the Contractor specifically related to fulfilling the Contractor's obligations to AHCCCS under the terms of this Contract.
<b>SERVICE PLAN</b>	A complete written description of all covered health services and other informal supports which includes individualized goals, peer-and-recovery support and family support services, care coordination activities and strategies to assist the member in achieving an improved quality of life.
<b>SHALL</b>	Indicates a mandatory requirement as specified in A.A.C. R2-7-101. Note: The term 'Shall' is used interchangeably in this Contract with the term 'Must'.
<b>SPECIAL HEALTH CARE NEEDS (SHCN)</b>	Serious and chronic physical, developmental, or behavioral conditions requiring medically necessary health and related services of a type or amount beyond that required by members generally; that lasts or is expected to last one year or longer and may require ongoing care not generally provided by a primary care provider.
<b>SPECIALIST</b>	A Board-eligible or certified physician who declares himself or herself as a specialist and practices a specific medical specialty. For the purposes of this definition, Board-eligible means a physician who meets all the requirements for certification but has not tested for or has not been issued certification.
<b>SPECIALTY PHYSICIAN</b>	A physician who is specially trained in a certain branch of medicine related to specific services or procedures, certain age categories of patients, certain body systems, or certain types of diseases.
<b>STATE FISCAL YEAR</b>	The budget year-State fiscal year: July 1 through June 30.
<b>SUBCONTRACT</b>	An agreement entered into by the Contractor with any of the following: a provider of health care services who agrees to furnish covered services to member; or with any other organization or individual who agrees to perform any administrative function or service for the Contractor specifically related to fulfilling the Contractor's obligations to AHCCCS under the terms of this Contract, as defined in 9 A.A.C. 22 Article 1.

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<b>SUBCONTRACTOR</b>	<ol style="list-style-type: none"><li>1. A provider of health care who agrees to furnish covered services to members.</li><li>2. An individual, agency, or organization with which the Contractor, or its subcontractor has contracted or delegated some of its management/administrative functions or responsibilities.</li><li>3. An individual, agency, or organization with which a fiscal agent has entered into a Contract, agreement, purchase order or lease (or leases of real property) to obtain space, supplies equipment or services provided under the AHCCCS agreement.</li></ol>
<b>SUBSIDIARY</b>	An entity owned or controlled by the Contractor.
<b>SUBSTANCE USE DISORDER (SUD)</b>	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.
<b>SUPPLEMENTAL SECURITY INCOME (SSI) AND SSI RELATED GROUPS</b>	Eligible individuals receiving income through Federal cash assistance programs under Title XVI of the Social Security Act who are aged, blind or have a disability and have household income levels at or below 100 percent of the FPL.
<b>THIRD PARTY</b>	REFER TO "LIABLE PARTY."
<b>TITLE XIX</b>	Known as Medicaid, Title XIX of the Social Security Act provides for Federal grants to the states for medical assistance programs. Title XIX enables states to furnish medical assistance to those who have insufficient income and resources to meet the costs of necessary medical services, rehabilitation, and other services, to help those families and individuals become or remain independent and able to care for themselves. Title XIX members include but are not limited to those eligible under Section 1931 of the Social Security Act, Supplemental Security Income (SSI), SSI-related groups, Medicare cost sharing groups, Breast and Cervical Cancer Treatment Program and Freedom to Work Program. Which includes those populations specified in 42 U.S.C. 1396 a (a)(10)(A).
<b>TITLE XIX MEMBER</b>	Title XIX members include those eligible under Section 1931 provisions of the Social Security Act (previously AFDC), Security Income (SSI) or SSI-related groups, Medicare Cost Sharing groups, Adult Group at or below 106 percent Federal Poverty Level (Adults $\leq$ 106 percent), Adult Group above 106 percent Federal Poverty Level (Adults $>$ 106 percent), Breast and Cervical Cancer Treatment program, Title IV-E Foster Care and Adoption Subsidy, Young Adult Transitional Insurance, and Freedom to Work.
<b>TREATMENT</b>	A procedure or method to cure, improve, or palliate an individual's medical condition or behavioral health issue. Refer to A.A.C. R9-10-101.

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

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

[END OF PART 1. DEFINITIONS]

**PART 2. DEFINITIONS PERTAINING TO ONE OR MORE AHCCCS CONTRACTS**

<b>ABUSE (OF A CHILD)</b>	<p>As specified in A.R.S. § 8-201(2), abuse of a child is defined as follows: The infliction or allowing of physical injury, impairment of bodily function or disfigurement or the infliction of or allowing another person to cause serious emotional damage as evidenced by severe anxiety, depression, withdrawal, or untoward aggressive behavior and which emotional damage is diagnosed by a medical doctor or psychologist and is caused by the acts or omissions of an individual who has the care, custody, and control of a child. Abuse includes:</p> <ol style="list-style-type: none"><li>1. Inflicting or allowing sexual abuse, sexual conduct with a minor, sexual assault, molestation of a child, commercial sexual exploitation of a minor, sexual exploitation of a minor, incest, or child sex trafficking as those acts are specified in the Arizona Revised Statutes, Title 13, Chapter 14.</li><li>2. Physical injury that results from permitting a child to enter or remain in any structure or vehicle in which volatile, toxic or flammable chemicals are found or equipment is possessed by any person for the purpose of manufacturing a dangerous drug as defined in section 13-3401.</li><li>3. Unreasonable confinement of a child.</li></ol>
<b>ABUSE (OF A MEMBER)</b>	<p>Abuse of a Vulnerable Adult or the Abuse of a Child who is a member as specified in A.R.S. § 46-451(A)(1), A.R.S. § 8-201(2), A.R.S. § 46-451(A)(10).</p>
<b>ABUSE (OF A VULNERABLE ADULT)</b>	<p>As specified in A.R.S. § 46-451(A)(1), (i) an intentional infliction of physical harm, (ii) injury caused by negligent acts or omissions, (iii) unreasonable confinement, or (iv) sexual abuse or sexual assault.</p>
<b>ACTIVE TREATMENT</b>	<p>A current need for treatment. The treatment is identified on the member's service plan to treat a serious and chronic physical, developmental, or behavioral condition requiring medically necessary services of a type or amount beyond that generally required by members that lasts, or is expected to last one year or longer, and requires ongoing care not generally provided by a primary care provider.</p>
<b>ACTIVE TREATMENT – CHILDREN'S REHABILITATION SERVICES (CRS)</b>	<p>A current need for treatment of the CRS qualifying condition(s) or it is anticipated that treatment or evaluation for continuing treatment of the CRS qualifying condition(s) will be needed within the next 18 months from the last date of service for treatment of any CRS qualifying condition (A.A.C. R9-22-1301).</p>



<b>ACUTE CARE ONLY (ACO)</b>	The enrollment status of a member who is otherwise financially and medically eligible for ALTCS but who 1) refuses HCBS offered by the case manager; 2) has made an uncompensated transfer that makes him or her ineligible; 3) resides in a setting in which Long Term Services and Supports (LTSS) cannot be provided; or 4) has equity value in a home that exceeds \$552,000. These ALTCS enrolled members are eligible to receive acute medical services but not eligible to receive LTC institutional, alternative residential or HCBS.
<b>ADMINISTRATIVE OFFICE OF THE COURTS (AOC)</b>	The Arizona Constitution authorizes an administrative director and staff to assist the Chief Justice with administrative duties. Under the direction of the Chief Justice, the administrative director and the staff of the Administrative Office of the Courts (AOC) provide the necessary support for the supervision and administration of all State courts.
<b>ADULT GROUP ABOVE 106 PERCENT FEDERAL POVERTY LEVEL (ADULTS &gt; 106 PERCENT)</b>	Adults aged 19-64, without Medicare, with income above 106 percent through 133 percent of the Federal Poverty Level (FPL).
<b>ADULT GROUP AT OR BELOW 106 PERCENT FEDERAL POVERTY LEVEL (ADULTS &lt;/= 106 PERCENT)</b>	Adults aged 19-64, without Medicare, with income at or below 106 percent of the Federal Poverty Level (FPL).
<b>AFFILIATED ORGANIZATION</b>	A party that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with an entity.

**ALTERNATIVE HOME AND  
COMMUNITY BASED  
SERVICES (HCBS) SETTING**

A living arrangement where a member may reside and receive HCBS. The setting shall be approved by the director, and either (1) licensed or certified by a regulatory agency of the State, or (2) operated by the IHS, an Indian tribe or tribal organization, or an urban Indian organization, and has met all the applicable standards for State licensure, regardless of whether it has actually obtained the license (A.A.C. R9-28-101). The possible types of settings include:

1. For an individual with an intellectual/developmental disability:
  - a. Community residential settings,
  - b. Group homes,
  - c. State-operated group homes,
  - d. Group foster homes,
  - e. Adult behavioral health therapeutic homes,
  - f. Behavioral health residential facilities,
  - g. Behavioral health respite homes, and
  - h. Substance abuse transitional facilities.
2. For an individual who is Elderly and Physically Disabled (E/PD):
  - a. Adult foster care homes,
  - b. Assisted living homes or assisted living centers, units only,
  - c. Adult behavioral health therapeutic homes,
  - d. Behavioral health residential facilities,
  - e. Behavioral health respite homes, and
  - f. Substance abuse transitional facilities.

**ANNIVERSARY DATE**

The anniversary date is 12 months from the date the member is enrolled with the Contractor and annually thereafter. In some cases, the anniversary date will change based on the last date the member changed Contractors or the last date the member was given an opportunity to change.

**ANNUAL ENROLLMENT  
CHOICE (AEC)**

The opportunity for an individual to change Contractors every 12 months.

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<b>ARIZONA DEPARTMENT OF CHILD SAFETY (DCS)</b>	<p>The department established pursuant to A.R.S. § 8-451 to protect children and to perform the following:</p> <ol style="list-style-type: none"><li>1. Investigate reports of abuse and neglect.</li><li>2. Assess, promote, and support the safety of a child in a safe and stable family or other appropriate placement in response to allegations of abuse or neglect.</li><li>3. Work cooperatively with law enforcement regarding reports that include criminal conduct allegations.</li><li>4. Without compromising child safety, coordinate services to achieve and maintain permanency on behalf of the child, strengthen the family, and provide prevention, intervention and treatment services pursuant to A.R.S. Title 8, Chapter 4.</li></ol>
<b>ARIZONA DEPARTMENT OF JUVENILE CORRECTION (ADJC)</b>	<p>The State agency responsible for all juveniles adjudicated as delinquent and committed to its jurisdiction by the county juvenile courts.</p>
<b>BED HOLD</b>	<p>A 24 hour per day unit of service that is authorized by an ALTCS member's case manager or the behavioral health case manager or a subcontractor for an acute care member, which may be billed despite the member's absence from the facility for the purposes of short term hospitalization leave and therapeutic leave. Refer to the Arizona State Plan, 42 CFR 447.40 and 42 CFR 483.12, 9 A.A.C. 28 and AMPM Chapter 100.</p>
<b>BEHAVIORAL HEALTH PARAPROFESSIONAL (BHPP)</b>	<p>As specified in A.A.C. R9-10-101, an individual who is not a behavioral health professional who provides behavioral health services at or for a health care institution according to the health care institution's policies and procedures that:</p> <ol style="list-style-type: none"><li>1. If the behavioral health services were provided in a setting other than a licensed health care institution, the individual would be required to be licensed as a behavioral professional under A.R.S. Title 32, Chapter 33, and</li><li>2. Are provided under supervision by a behavioral health professional.</li></ol>
<b>BEHAVIORAL HEALTH RESIDENTIAL FACILITY (BHRF)</b>	<p>As specified in A.A.C. R9-10-101, health care institution that provides treatment to an individual experiencing a behavioral health issue that:</p> <ol style="list-style-type: none"><li>1. Limits the individual's ability to be independent, or</li><li>2. Causes the individual to require treatment to maintain or enhance independence.</li></ol>

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<b>BEHAVIORAL HEALTH TECHNICIAN (BHT)</b>	<p>An individual who is not a behavioral health professional who provides the following services to a patient to address the patient’s behavioral health issue:</p> <ol style="list-style-type: none"><li>1. With clinical oversight by a behavioral health professional, services that, if provided in a setting other than a health care institution, would be required to be provided by an individual licensed under A.R.S. Title 32, Chapter 33, or</li><li>2. Health-related services.</li></ol>
<b>BREAST AND CERVICAL CANCER TREATMENT PROGRAM (BCCTP)</b>	<p>Eligible individuals under the Title XIX expansion program for women with income up to 250 percent of the FPL, who are diagnosed with and need treatment for breast and/or cervical cancer or cervical lesions and are not eligible for other Title XIX programs providing full Title XIX services. Qualifying individuals cannot have other creditable health insurance coverage, including Medicare.</p>
<b>CARE MANAGEMENT PROGRAM (CMP)</b>	<p>Activities to identify the top tier of high need/high cost Title XIX members receiving services within an AHCCCS contracted health plan; including the design of clinical interventions or alternative treatments to reduce risk, cost, and help members achieve better health care outcomes. Care management is an administrative function performed by the health plan. Distinct from case management, Care Managers should not perform the day-to-day duties of service delivery.</p>
<b>CARE MANAGEMENT</b>	<p>A group of activities performed by the Contractor to identify and manage clinical interventions or alternative treatments for identified members to reduce risk, cost, and help achieve better health care outcomes. Distinct from case management, care management does not include the day-to-day duties of service delivery.</p>
<b>CASE MANAGEMENT</b>	<p>A collaborative process which assesses, plans, implements, coordinates, monitors, and evaluates options and services to meet an individual’s health needs through communication and available resources to promote quality, cost-effective outcomes.</p>
<b>CASH MANAGEMENT IMPROVEMENT ACT (CMIA)</b>	<p>Cash Management Improvement Act of 1990 [31 CFR Part 205]. Provides guidelines for the drawdown and transfer of Federal funds.</p>
<b>ASSESSMENT AND TRACKING SYSTEM (CATS)</b>	<p>A component of AHCCCS’ data management information system that supports ALTCS and that is designed to provide key information to and receive key information from ALTCS Contractors.</p>

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<b>COMPREHENSIVE HEALTH PLAN (CHP)</b>	A Contractor that is responsible for the provision of covered, medically necessary AHCCCS services for foster children in Arizona. Previous to April 1, 2021, CHP was the Comprehensive Medical and Dental Program (CMDP) (A.R.S. § 8-512).
<b>COMPETITIVE BID PROCESS</b>	A State procurement system used to select Contractors to provide covered services on a geographic basis.
<b>CONTINUUM OF CARE (COC)</b>	Both a planning process and an application required for funding from U.S. Department of Housing and Urban Development (HUD). The Continuum of Care brings together service providers in a geographic area to plan for providing housing and services for people who are homeless. The Continuum of Care controls funding for programs that target people who are homeless, specifically, Shelter Plus Care (S+C), Supportive Housing Program (SHP), and Section 8 Single Room Occupancy governed by the McKinney-Vento Homeless Assistance Act as amended by the Homeless Emergency Assistance, Rapid Transition to Housing Act (HEARTH Act) as specified in 24 CFR 91, 576, 582, and 583 and administered through the U.S. Department of Housing and Urban Development (HUD) Agency. A regional or local planning body that coordinates housing and services funding for homeless families and individuals as required by the U.S. Housing and Urban Development (HUD) Agency.
<b>COUNTY OF FISCAL RESPONSIBILITY</b>	The county of fiscal responsibility is the Arizona county that is responsible for paying the State's funding match for the member's ALTCS Service Package. The county of physical presence (the county in which the member physically resides) and the county of fiscal responsibility may be the same county or different counties.
<b>DES/DDD TRIBAL HEALTH PROGRAM</b>	A Fee-For-Service (FFS) program administered by DES/DDD for Title XIX/XXI eligible American Indians which reimburses for physical and behavioral health services provided by any AHCCCS registered provider, and for Title XIX members, that are not provided by or through the Indian Health Services tribal health programs operated under 638. This Program was previously referred to as DDD-AIHP (DDD American Indian Health Plan) or DES-AIHP (DES American Indian Health Plan).

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<b>DEVELOPMENTAL DISABILITY (DD)</b>	<p>As defined in A.R.S. § 36-551, a strongly demonstrated potential that a child under six years of age has a developmental disability or will become a child with a developmental disability, as determined by a test performed pursuant to A.R.S. § 36-694 or by other appropriate tests, or a severe, chronic disability that:</p> <ol style="list-style-type: none"><li>1. Is attributable to cognitive disability, cerebral palsy, epilepsy, or autism.</li><li>2. Is manifested before age eighteen.</li><li>3. Is likely to continue indefinitely.</li><li>4. Results in substantial functional limitations in three or more of the following areas of major life activity:<ol style="list-style-type: none"><li>a. Self-care,</li><li>b. Receptive and expressive language,</li><li>c. Learning,</li><li>d. Mobility,</li><li>e. Self-direction,</li><li>f. Capacity for independent living, and</li><li>g. Economic self-sufficiency.</li></ol></li><li>5. Reflects the need for a combination and sequence of individually planned or coordinated special, interdisciplinary, or generic care, treatment or other services that are of lifelong or extended duration.</li></ol>
<b>EQUITY PARTNERS</b>	<p>The sponsoring organizations or parent companies of the managed care organization that share in the returns generated by the organization, both profits and liabilities.</p>
<b>FAMILY-CENTERED</b>	<p>Care that recognizes and respects the pivotal role of the family in the lives of members. It supports families in their natural care-giving roles, promotes normal patterns of living, and ensures family collaboration and choice in the provision of services to the member. When appropriate, the member directs the involvement of the family to ensure person-centered care.</p>
<b>FAMILY OR FAMILY MEMBER</b>	<p>A biological, adoptive, or custodial mother or father of a child, or an individual who has been appointed as a legal guardian or custodian of a child by a court of competent jurisdiction, or other member representative responsible for making health care decisions on behalf of the member. Family members may encompass family of choice for adult members, which includes informal supports.</p>
<b>FEDERAL EMERGENCY SERVICES (FES)</b>	<p>A program specified in A.A.C. R9-22-217, to treat an emergency condition for a member who is determined eligible under A.R.S. § 36-2903.03(D).</p>

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<b>FEDERALLY QUALIFIED HEALTH CENTER (FQHC)</b>	A public or private non-profit health care organization that has been identified by the HRSA and certified by CMS as meeting criteria under Sections 1861(aa)(4) and 1905(l)(2)(B) of the Social Security Act.
<b>FEDERALLY QUALIFIED HEALTH CENTER LOOK-ALIKE</b>	A public or private non-profit health care organization that has been identified by the HRSA and certified by CMS as meeting the definition of “health center” under Section 330 of the Public Health Service Act but does not receive grant funding under Section 330.
<b>FIELD CLINIC</b>	A “clinic” consisting of single specialty health care providers who travel to health care delivery settings closer to members and their families than the Multi-Specialty Interdisciplinary Clinics (MSICs) to provide a specific set of services including evaluation, monitoring, and treatment for CRS-related conditions on a periodic basis.
<b>FREEDOM OF CHOICE (FC)</b>	The opportunity given to each member who does not specify a Contractor preference at the time of enrollment to choose between the Contractors available within the Geographic Service Area (GSA) in which the member is enrolled.
<b>FULL BENEFIT DUAL ELIGIBLE MEMBER</b>	A member who is enrolled with an AHCCCS Contractor for full Medicaid services and is also a Medicare beneficiary receiving Medicare Part A and Part B services. A Full Benefit Dual Eligible Member does not include those individuals who are enrolled with AHCCCS in the following population categories only through a Medicare Savings Program (and receive from AHCCCS only Medicare cost sharing assistance): Qualified Medicare Beneficiary only (QMB only), Specified Low-income Medicare Beneficiary only (SLMB only) or Qualified Individual-1 (QI-1).
<b>GENERAL MENTAL HEALTH/SUBSTANCE USE (GMH/SU)</b>	Behavioral health services provided to adult members age 18 and older who have not been determined to have a Serious Mental Illness.
<b>GENERALIST SUPPORT AND REHABILITATION SERVICES PROVIDERS</b>	Providers who configure their program operations to the needs of the Child and Family Team without arbitrary limits on frequency, duration, type of service, age, gender, population, or other factors associated with the delivery of Support and Rehabilitation Services.
<b>GRIEVANCE OR REQUEST FOR INVESTIGATION - SERIOUS MENTAL ILLNESS (SMI)</b>	A complaint that is filed by a person with Serious Mental Illness (SMI) or other concerned person alleging a violation of an SMI member’s rights or a condition requiring an investigation.

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<b>GUEST DOSING</b>	A mechanism for patients who are not eligible for take-home medication to travel from their home clinic for business, pleasure, or family emergencies and which also provides an option for patients who need to travel for a period of time that exceeds the amount of eligible take-home doses.
<b>HABILITATION</b>	The process by which an individual is assisted to acquire and maintain those life skills that enable the individual to cope more effectively with personal and environmental demands and to raise the level of the individual's physical, mental, and social efficiency (A.R.S. § 36-551 (18)).
<b>HOME</b>	A residential dwelling that is owned, rented, leased, or occupied at no cost to the member, including a house, a mobile home, an apartment, or other similar shelter. A home is not a facility, a setting or an institution, or a portion of any of these, licensed or certified by a regulatory agency of the State as a defined in A.A.C. R9-28-101.
<b>HOME AND COMMUNITY BASED SERVICES (HCBS)</b>	Home and community-based services, as defined in A.R.S. § 36-2931 and A.R.S. § 36-2939.
<b>INTEGRATED MEDICAL RECORD</b>	A single document in which all of the medical information listed in Chapter 900 of the AMPM is recorded to facilitate the coordination and quality of care delivered by multiple providers serving a single patient in multiple locations and at varying times.
<b>INTERDISCIPLINARY CARE</b>	A meeting of the interdisciplinary team members or coordination of care among interdisciplinary treatment team members to address the totality of the treatment and service plans for the member based on the most current information available.
<b>INTERMEDIATE CARE FACILITY FOR PERSONS WITH INTELLECTUAL DISABILITIES (ICF/IID)</b>	A facility that primarily provides health and rehabilitative services to persons with developmental disabilities that are above the service level of room and board or supervisory care services or personal care services as defined in section 36-401 but that are less intensive than skilled nursing services (A.R.S. § 36-551 (28)).
<b>JUVENILE PROBATION OFFICE (JPO)</b>	An officer within the Arizona Department of Juvenile Corrections assigned to a juvenile upon release from a secure facility. Having close supervision and observation over juvenile's who are ordered to participate in the intensive probation program including visual contact at least four times per week and weekly contact with the school, employer, community restitution agency or treatment program (A.R.S. § 8-353).



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<b>KIDSCARE</b>	Federal and State Children’s Health Insurance Program (Title XXI – CHIP) administered by AHCCCS. The KidsCare program offers comprehensive medical, preventive, treatment services, and behavioral health care services statewide to eligible children under the age of 19, in households with income between 133 percent and 200 percent of the Federal Poverty Level (FPL).
<b>MEDICAL PRACTITIONER</b>	A physician, physician assistant or registered nurse practitioner.
<b>MEDICARE MANAGED CARE PLAN</b>	A managed care entity that has a Medicare Contract with CMS to provide services to Medicare beneficiaries, including Medicare Advantage Plan (MAP), Medicare Advantage Prescription Drug Plan (MAPDP), MAPDP Special Needs Plan, or Medicare Prescription Drug Plan.
<b>MULTI-SPECIALTY INTERDISCIPLINARY CLINIC (MSIC)</b>	An established facility where specialists from multiple specialties meet with members and their families for the purpose of providing interdisciplinary services to treat members.
<b>PARENTS/CARETAKER RELATIVES</b>	Eligible individuals and families under Section 1931 of the Social Security Act, with household income levels at or below 100 percent of the Federal Poverty Level (FPL).
<b>PERFORMANCE BOND</b>	A written promise by a Surety to pay AHCCCS (as the obligee) an amount specified in Contract and ACOM Policy 305, if the Contractor (as the principal), fails to meet the Contractor’s obligation under the Contract. A Performance Bond is also called a Surety Bond.
<b>PERSON-CENTERED</b>	An approach to planning designed to assist the member to plan their life and supports. This model enables individuals to increase their personal self-determination and improve their own independence.
<b>PERSON WITH A DEVELOPMENTAL/ INTELLECTUAL DISABILITY</b>	An individual who meets the Arizona definition as specified in A.R.S. § 36-551 and is determined eligible for services through the DES Division of Developmental Disabilities (DDD). Services for AHCCCS-enrolled acute and long-term care members with intellectual/developmental disabilities are managed through the DES Division of Developmental Disabilities.
<b>PRE-ADMISSION SCREENING (PAS)</b>	A process of determining an individual’s risk of institutionalization at a NF or ICF level of care as specified in 9 A.A.C. 28 Article 1.

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<b>PRESCRIPTION DRUG COVERAGE</b>	Prescription medications prescribed by an AHCCCS registered qualified practitioner as a pharmacy benefit, based on medical necessity, and in compliance with Federal and state law including 42 U.S.C 1396r-8 and A.A.C. R9-22-209.
<b>RAPID RESPONSE</b>	A process that occurs when a child enters into DCS custody. When this occurs, a behavioral health service provider is referred and then dispatched within 72 hours to assess a child's immediate behavioral health needs and to refer the child for additional assessments through the behavioral health system. Refer to AMPM Policy 541.
<b>RATE CODE</b>	Eligibility classification for capitation payment purposes.
<b>RELATED PARTY</b>	A party that has, or may have, the ability to control or significantly influence a Contractor, or a party that is, or may be, controlled or significantly influenced by a Contractor. "Related parties" include, but are not limited to, agents, managing employees, individuals with an ownership or controlling interest in the Contractor 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 individuals.
<b>RISK GROUP</b>	Grouping of rate codes that are paid at the same capitation rate.
<b>ROSTER BILLING</b>	Any claim that does not meet the standardized claim requirements of 9 A.A.C. 22, Article 7 is considered roster billing.
<b>RURAL HEALTH CLINIC (RHC)</b>	A clinic located in an area designated by the Bureau of Census as rural, and by the Secretary of the DHHS as medically underserved or having an insufficient number of physicians, which meets the requirements under 42 CFR 491.
<b>SERIOUS MENTAL ILLNESS (SMI)</b>	A designation as defined in A.R.S. § 36-550 and determined in an individual 18 years of age or older.
<b>SMI ELIGIBILITY DETERMINATION</b>	A determination as to whether or not an individual meets the diagnostic and functional criteria established for the purpose of determining an individual's eligibility for SMI services.

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<b>SPECIALIST SUPPORT AND REHABILITATION SERVICES PROVIDERS</b>	Providers who provide either a limited scope of Support and Rehabilitation Services (such as primarily specializing in respite services or skills training services) and/or services that may be designed for a specific population, age, gender, frequency, duration, or some other factor (such as a service specializing in working with teenagers or those with a history of displaying harmful sexual behaviors).
<b>STATE CHILDREN'S HEALTH INSURANCE PROGRAM (SCHIP)</b>	State Children's Health Insurance Program under Title XXI of the Social Security Act (Also known as CHIP). The Arizona version of CHIP is referred to as "KidsCare." Refer to "KIDSCARE."
<b>STATE ONLY TRANSPLANT MEMBERS</b>	Individuals who are eligible under one of the Title XIX eligibility categories and found eligible for a transplant, but subsequently lose Title XIX eligibility under a category other than Adult Group due to excess income become eligible for one of two extended eligibility options as specified in A.R.S. § 36-2907.10 and A.R.S. § 36-2907.11.
<b>SUBSTANCE ABUSE</b>	As specified in A.A.C. R9-10-101, an individual's misuse of alcohol or other drug or chemical that:  <ol style="list-style-type: none"><li>1. Alters the individual's behavior or mental functioning,</li><li>2. Has the potential to cause the individual to be psychologically or physiologically dependent on alcohol or other drug or chemical, and</li><li>3. Impairs, reduces, or destroys the individual's social or economic functioning.</li></ol>
<b>TITLE XXI</b>	Title XXI of the Social Security Act provides funds to states to enable them to initiate and expand the provision of child health assistance to uninsured, low income children in an effective and efficient manner that is coordinated with other sources of child health benefits coverage.
<b>TITLE XXI MEMBER</b>	Member eligible for acute care services under Title XXI of the Social Security Act, referred to in Federal legislation as the "Children's Health Insurance Program" (CHIP). The Arizona version of CHIP is referred to as "KidsCare."
<b>TREATMENT PLAN</b>	A written plan of services and therapeutic interventions based on a complete assessment of a member's developmental and health status, strengths and needs that are designed and periodically updated by the multi-specialty, interdisciplinary team.

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**VIRTUAL CLINICS** Integrated services provided in community settings through the use of innovative strategies for care coordination such as Telemedicine, integrated medical records and virtual interdisciplinary treatment team meetings.

**VULNERABLE ADULT** As specified in A.R.S. § 46-451(A)(10), an individual who is 18 years of age or older and who is unable to protect himself/herself from abuse, neglect, or exploitation by others because of a physical or mental impairment (A.R.S. § 46-451). Vulnerable adult includes an incapacitated person as defined in A.R.S. § 14-1501.

[END OF PART 2. DEFINITIONS]

[END OF SECTION C: DEFINITIONS]

**SECTION D: PROGRAM REQUIREMENTS****1. PURPOSE, APPLICABILITY, AND INTRODUCTION****PURPOSE AND APPLICABILITY**

The purpose of the Contract between the Arizona Health Care Cost Containment System (AHCCCS) and the Contractor is to implement and operate the AHCCCS Complete Care Program pursuant to A.R.S. § 36-2901 et seq.

The AHCCCS Complete Care Contractor (Contractor) shall be responsible for the provision of integrated care addressing **physical health and behavioral health needs** for the following Title XIX/XXI populations:

1. Adults with General Mental Health/Substance Use (GMH/SU) needs, and
2. Children, including those with special health care needs; excluding ALTCS E/PD, DES/DDD and DCS/CHP, and RBHA enrolled members.

The Contractor shall be responsible for the provision of **physical health needs** for:

1. Members determined to have an SMI who opt-out for cause from the RBHA to the Contractor to receive physical health services, as specified in ACOM Policy 442, and
2. Members determined to have SMI who elect to receive behavioral health from a TRBHA and physical health from the Contractor.

The Contractor is not responsible for the provision of physical health or behavioral health services for ALTCS E/PD, DCS/CHP, or DES/DDD members.

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

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

AHCCCS contracts for services as specified in this Contract in three Geographic Service Areas that include the 15 Arizona counties.

**INTRODUCTION**

AHCCCS is Arizona's Title XIX Medicaid program operating under a Section 1115 Demonstration Waiver and Title XXI program operating under Title XXI Arizona State Plan authority. In 1982, Arizona introduced its innovative Medicaid program by establishing AHCCCS, a demonstration program based on principles of managed care. In doing so, AHCCCS became the first statewide Medicaid managed care system in the nation.

**AHCCCS Mission and Vision:** The AHCCCS mission and vision are to reach across Arizona to provide comprehensive quality healthcare to those in need while shaping tomorrow's managed health care from today's experience, quality, and innovation. AHCCCS is dedicated to continuously improving the efficiency and effectiveness of the Medicaid program while supporting member choice in the delivery of the highest quality care to its customers. Navigating the complex health care system is one of the greatest challenges for individuals in obtaining medically necessary health care. AHCCCS continues its work to reduce fragmentation of service delivery and to create a more effective health care system. AHCCCS' efforts to further integrate care delivery systems and properly align incentives are designed to transition the structure of the Medicaid program to improve health outcomes and better manage limited resources. The Contractor is expected to address the whole health needs of Arizona's Medicaid population and improve the member experience.

AHCCCS continues to pursue multiple long-term strategies that can effectively bend the cost curve including system alignment and integration, payment modernization, program integrity, health information technology, and continuous quality improvement initiatives.

AHCCCS expects the Contractor to implement program innovation and best practices on an ongoing basis. Furthermore, it is important for the Contractor to continuously develop mechanisms to improve program efficiency and reduce administrative cost. Over the term of the Contract, AHCCCS will work collaboratively with the Contractor to evaluate methods to reduce program complexity, administrative burden, and unnecessary administrative and medical costs; and to improve care coordination, disease/chronic care management and leverage joint purchasing power.

AHCCCS has remained a leader in Medicaid through the diligent pursuit of excellence and cost-effective managed care in collaboration with Contractors.

The Contractor shall continuously add value to the AHCCCS Complete Care Program. A Contractor adds value when it:

1. Recognizes the importance of an integrated delivery system for physical and behavioral health services and demonstrates focused strategies and approaches to assure coordinated service delivery to members,
2. Recognizes that members do not have equitable access to care and works proactively to eliminate disparities in the provision of health care services,
3. Recognizes and demonstrates the critical importance of care coordination through organizational design and operational processes,
4. Recognizes that Medicaid members are entitled to care and assistance navigating the service delivery system and demonstrates special effort throughout its operations to assure members receive necessary services,
5. Recognizes that Medicaid members with special health care needs or chronic health conditions require care coordination, and provides that coordination,
6. Recognizes that health care providers are an essential partner in the delivery of physical and behavioral health care services, and operates the Health Plan in a manner that is efficient and effective for health care providers as well as the Contractor,

7. Recognizes that performance improvement is both clinical and operational in nature and self-monitors and self-corrects as necessary to improve Contract compliance and/or operational excellence,
8. Recognizes that the program is publicly funded, is subject to public scrutiny, and operates in a manner that promotes cost containment and efficiency, and
9. Recognizes the importance of the Arizona Vision-Twelve Principles for Children Behavioral Health Service Delivery and Adult Behavioral Health Service Delivery System-Nine Guiding Principles.

**System Values and Guiding Principles:** The following values, guiding system principles and goals are the foundation for the development of this Contract. The Contractor shall administer and ensure delivery of services consistent with these values, principles, and goals:

1. Timely access to care,
2. Culturally competent and linguistically appropriate care,
3. Identification of the need for and the provision of comprehensive care coordination for physical and behavioral health service delivery,
4. Integration of clinical and non-clinical health care related services,
5. Education and guidance to providers on service integration and care coordination,
6. Provision of disease/chronic care management including self-management support,
7. Provision of preventive and health promotion and wellness services,
8. Adherence with and continuing education and guidance to physical and behavioral health providers on the Adult Behavioral Health Service Delivery System-Nine Guiding Principles as specified in AMPM Policy 100,
9. Adherence with and continuing education and guidance to providers on the Arizona Vision-Twelve Principles for Children Behavioral Health Service Delivery as specified in AMPM Policy 100,
10. Promotion of evidence-based practices through innovation,
11. Expectation for continuous quality improvement,
12. Improvement of health outcomes,
13. Containment and/or reduction of health care costs without compromising quality,
14. Engagement of member and family members at all system levels,
15. Collaboration with the greater community,
16. Maintenance, rather than delegation of, key operational functions to ensure integrated service delivery,
17. Commitment to system transformation, and
18. Implementation of health information technology to link services and facilitate improved communication between treating professionals, and between the health team, the member, and member caregivers.

**Integrated Health Care Service Delivery:** Integrating the delivery of behavioral and physical health care is essential in improving the overall health of members. From a member perspective, this approach improves individual health outcomes, enhances care coordination, and increases member satisfaction. From a system perspective, it increases efficiency, reduces administrative burden, and fosters transparency and accountability.

Coordinating and integrating care is expected to produce improved access to primary care services, increased prevention, early identification, and intervention to reduce the incidence of serious physical illnesses, including chronic disease. Increasing and promoting the availability of integrated, whole person care for members with chronic behavioral and physical health conditions will help members achieve better overall health and an improved quality of life. The Contractor shall develop specific strategies to promote the integration of physical and behavioral health service delivery and care integration activities. Strategies are expected to focus on, but not be limited to:

1. Implementing care coordination and care management best practices for physical and behavioral health care,
2. Proactively identifying members for engagement in care management,
3. Providing the appropriate level of care management/coordination of services to members with comorbid physical health and behavioral health conditions and collaborating on an ongoing basis with both the member and other individuals involved in the member's care,
4. Ensuring continuity and coordination of physical and behavioral health services and collaboration/communication among physical and behavioral healthcare providers,
5. Implementing practices to address the impact that social risk factors can have on a member's whole person health and well-being,
6. Operating a single member services toll-free phone line available to all members for physical health and behavioral health services,
7. Operating a single nurse triage line available for all members for physical health and behavioral health services,
8. Developing strategies to encourage members to utilize integrated service settings,
9. Considering the behavioral health and physical health care needs of members during network development and contracting practices that consider providers and settings with an integrated service delivery model to improve member care and health outcomes, and
10. Maintaining organizational structure and operational systems and practices that support the delivery of integrated services for physical and behavioral health care, and
11. Using the following strategies to achieve system goals:
  - a. Early screening, identification and intervention that reduces the incidence and severity of serious physical, and mental illness,
  - b. Use of health education and health promotion services,
  - c. Increased use of primary care prevention strategies,
  - d. Use of validated screening tools,
  - e. Focused, targeted, consultations for behavioral health conditions,
  - f. Cross-specialty collaboration,
  - g. Enhanced discharge planning and follow-up care between provider visits,
  - h. Ongoing outcome measurement and treatment plan modification,
  - i. Care coordination through effective provider communication and management of treatment, and training, and
  - j. Member, family, and community education.

The Contractor shall ensure system goals result in the following outcomes:

1. Reduced rates of unnecessary or inappropriate emergency room use,



2. Reduced need for repeated hospitalization and re-hospitalization,
3. Reduction or elimination of duplicative health care services and associated costs, and
4. Improved member's experience of care and individual health outcomes.

**Initiatives:** AHCCCS' focus on continuous system improvement results in the development of initiatives aimed at building a more cohesive and effective health care system in Arizona by reducing fragmentation, structuring provider reimbursements to incentivize quality outcomes, leveraging health information technology, and working with private sector partners to further innovation to the greatest extent. The Contractor shall collaborate with AHCCCS and be innovative in the implementation of these initiatives. AHCCCS initiatives can be found on the AHCCCS website at [www.azahcccs.gov](http://www.azahcccs.gov), under the *AHCCCS Info* tab and focus on topics such as:

1. Health equity,
2. Telehealth services,
3. Accessing behavioral health services in schools,
4. Whole person care,
5. Care coordination and integration,
6. Public/private partnerships,
7. Electronic Visit Verification (EVV),
8. Emergency Triage, Treat, and Transport (ET3),
9. Payment modernization,
10. Health Information Technology (HIT),
11. The Health Current Arizona Healthcare Directives Registry (AzHDR),
12. Justice System transitions, and
13. Targeted investments.

**Whole Person Care Initiative:** AHCCCS' Whole Personal Care Initiative (WPCI) is the next system innovation in integrated health care delivery to address social risk factors of health--commonly referred to as Social Determinants of Health (SDOH), which impact a member's health and well-being.

The Contractor shall implement strategies and practices to expand upon existing efforts to address a member's whole person care.

The Contractor shall utilize the AHCCCS-Approved Statewide Closed-Loop Referral System (CLRS) and actively promote provider network utilization of the CLRS to properly refer members to Community Based Organizations (CBOs) providing services addressing social risk factors of health. Additionally, the Contractor shall partner with the HIE to outreach to CBOs to participate in the CLRS.

The Contractor shall actively encourage provider usage of SDOH screening tools available through or compatible with the CLRS to screen members for social risk factors of health based upon the provider's business needs. Regardless of the screening tool selected, the provider's tool must screen for the following social risk factors of health at a minimum:

1. Homelessness/Housing instability

2. Transportation Assistance
3. Employment Instability
4. Justice/Legal Involvement
5. Social Isolation/Social Support

The Contractor shall promote and educate provider use of SDOH ICD-10 codes on claims to support data collection on the social risk factors of health experienced by AHCCCS members.

***The Arizona Association of Health Plans:*** To assist in reducing the burden placed on providers and to enhance Contractor collaboration, the Contractor is required to be a member of the Arizona Association of Health Plans (AzAHP). AzAHP is an organization dedicated to working with elected officials, AHCCCS, Health Care Plans, health care providers, and consumers to keep quality health care available and affordable for all Arizonans.

## 2. ELIGIBILITY

The Contractor is not responsible for determining eligibility.

***Children's Rehabilitation Services Eligibility:*** In addition to meeting Medicaid eligibility criteria, a subset of members may have Children's Rehabilitation Services (CRS)-qualifying medical conditions. Members who have a CRS designation and are in need of current or continued (active) treatment as defined in A.A.C. R9-22-1301 for one (or more) CRS qualifying medical condition(s) shall receive services through the Contractor. Refer to Section D, Paragraph 9, Scope of Services.

***Serious Mental Illness Eligibility:*** The Contractor shall ensure persons who may meet the Serious Mental Illness (SMI) eligibility criteria are identified and assessed by qualified clinicians in accordance with AHCCCS Policy on SMI Eligibility Determinations. Refer to Section D, Paragraph 11, Behavioral Health Service Delivery.

The following describes the eligibility groups covered under this Contract [42 CFR 434.6(a)(2)]:

### **Title XIX**

***Adult Group at or below 106 percent FPL:*** Adults aged 19-64, without Medicare, with income at or below 106 percent of the Federal Poverty Level (Adults  $\leq$  106 percent).

***Adult Group above 106 percent FPL:*** Adults aged 19-64, without Medicare, with income above 106 percent through 133 percent of the Federal Poverty Level (Adults  $>$  106 percent).

***Breast and Cervical Cancer Treatment Program (BCCTP):*** Eligible individuals under the Title XIX expansion program for women with incomes at or below 250 percent of the FPL, who are diagnosed with and need treatment for breast and/or cervical cancer or cervical lesions and are not eligible for other Title XIX programs. Eligible members cannot have other creditable health insurance coverage, including Medicare. Refer to AMPM Policy 320-C.

**Children:** Eligible children with incomes ranging from below 133 percent to 147 percent of the FPL, depending on the age of the child.

**Freedom to Work (Ticket to Work):** Eligible individuals under the Title XIX program that extends eligibility to individuals 16 through 64 years old who meet SSI disability criteria, and whose earned income after allowable deductions is at or below 250 percent of the FPL, and who are not eligible for any other Medicaid program. These members shall pay a premium to AHCCCS, depending on income.

**Parents/Caretaker Relatives:** Eligible individuals under the 1931 provision of the Social Security Act, with income at or below 106 percent of the Federal Poverty Level (FPL).

**Pregnant Women:** Eligible pregnant women, with income at or below 156 percent of the FPL.

**SSI Cash:** Eligible individuals receiving Supplemental Security Income through Federal cash assistance programs under Title XVI of the Social Security Act who are aged, blind, or who have a disability and have income at or below 100 percent of the Federal Benefit Rate (FBR).

**SSI Medical Assistance Only (SSI MAO) and Related Groups:** Eligible individuals who are aged, blind or who have a disability and have household income levels at or below 100 percent of the FPL.

**Title IV-E Foster Care and Adoption Subsidy:** Children who are in State foster care or are receiving federally funded adoption subsidy payments.

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

#### **Title XXI**

**KidsCare:** Federal and State Children's Health Insurance Program (Title XXI – CHIP) administered by AHCCCS. The KidsCare program offers comprehensive medical, preventive, treatment services, and behavioral health care services statewide to eligible children under the age of 19, in households with income between 133 percent and 200 percent of the Federal Poverty Level (FPL). Refer to AMPM Policy 440.

#### **State-Only**

**State-Only Transplants:** Title XIX individuals, for whom medical necessity for a transplant has been established and who subsequently lose Title XIX eligibility under a category other than Adult Group may become eligible for and select one of two extended eligibility options as specified in A.R.S. § 36-2907.10 and A.R.S. § 36-2907.11. The extended eligibility is authorized only for those individuals who have met all of the following conditions:

1. The individual has been determined ineligible for Title XIX due to excess income,
2. The individual had been placed on a donor waiting list before eligibility expired, and

3. The individual has entered into a contractual arrangement with the transplant facility to pay the amount of income, which is in excess of the eligibility income standards (referred to as transplant share of cost).

The following options for extended eligibility are available to these members:

**Option 1:** Extended eligibility is for one 12-month period immediately following the loss of AHCCCS eligibility. The member is eligible for all AHCCCS covered services as long as they continue to be medically eligible for a transplant. The member must be enrolled under rate code 3100 or 310z. If determined medically ineligible for a transplant at any time during the period, eligibility will terminate at the end of the calendar month in which the determination is made.

**Option 2:** The member loses AHCCCS eligibility but maintains transplant candidacy status as long as medical eligibility for a transplant is maintained. At the time that the transplant is scheduled to be performed the transplant candidate will reapply and will be re-enrolled with their previous Contractor to receive all covered transplant services. The member must be enrolled under rate code 3200 or 320z. Option 2-eligible individuals are not eligible for any non-transplant related health care services from AHCCCS.

### 3. ENROLLMENT AND DISENROLLMENT

AHCCCS members are enrolled with the Contractor in accordance with the rules set forth in 9 A.A.C. 22 Article 17, and 9 A.A.C. 31 Articles 3 and 17. AHCCCS has the exclusive authority to enroll and disenroll members. AHCCCS operates as a mandatory managed care program and choice of enrollment or auto-assignment (passive enrollment) is used pursuant to the terms of the Section 1115 Demonstration Waiver Special Terms and Conditions [42 CFR 438.54(d)].

The Contractor shall not disenroll any member for any reason unless directed to do so by AHCCCS [42 CFR 457.1201(m), 42 CFR 457.1212, 42 CFR 457.1230(c), 42 CFR 438.56(b)(1), 42 CFR 438.56(b)(3)].

The Contractor may not request disenrollment because of an adverse change in the member's health status, or because of the member's utilization of medical services, diminished mental capacity, or uncooperative or disruptive behavior resulting from his or her special needs [Section 1903(m)(2)(A)(v) of the Social Security Act, 42 CFR 457.1201(m), 42 CFR 457.1212, 42 CFR 438.56(b)(2)].

An AHCCCS member may request disenrollment at the following times (see also ACOM Policy 401) [42 CFR 457.1201(m), 42 CFR 457.1212, 42 CFR 438.56(c)(1), 42 CFR 438.56(c)(2)(i) - (iii)]:

1. For cause at any time, which includes: poor quality of care, lack of access to services covered under the Contract, or lack of access to providers experienced in addressing the member's care needs [42 CFR 438.56(d)(2)(v)],
2. Without cause during the 90 days after initial enrollment or during the 90 days following notification of enrollment, whichever is later,
3. Without cause at least once every 12 months, or

4. Without cause upon reenrollment if a temporary loss of enrollment has caused the member to miss the annual disenrollment period.

When a member requests disenrollment for cause, the member shall use the Contractor's Grievance and Appeal System process for the request and the Contractor shall issue a decision no later than 30 days from the date of the request. If as a result of the grievance process, the Contractor approves the disenrollment, AHCCCS is not required to make a determination [42 CFR 438.56(d)(5)(iii)]. If the Contractor approves a request for disenrollment, the effective date of an approved disenrollment shall be no later than the first day of the second month following the month in which the member or Contractor files the request [42 CFR 438.56(e)(1)]. If, as a result of the grievance process, the Contractor denies the request for disenrollment, the Contractor shall notify members of their right to request a State Fair Hearing no later than 30 days from the date of the adverse determination.

AHCCCS will disenroll the member from the Contractor [42 CFR 457.1201(m), 42 CFR 457.1212, 42 CFR 438.56(d)(2)]:

1. When the member becomes ineligible for the AHCCCS program,
2. When the member moves out of the Contractor's service area (unless otherwise indicated),
3. When the member changes Contractors during the member's open enrollment and annual enrollment choice period,
4. When the Contractor does not, because of moral or religious objections, cover the service the member seeks unless the Contractor offered a solution that was accepted by AHCCCS in accordance with the requirements in Section D, Paragraph 9, Scope of Services,
5. When the member is approved for a Contractor change through ACOM Policy 401 [42 CFR 438.56],
6. When the member is eligible to transition to another AHCCCS Program,
7. When the member needs related services (for example, a cesarean section and a tubal ligation) to be performed at the same time; not all related services are available within the provider network; and the member's primary care provider or another provider determines that receiving the services separately would subject the member to unnecessary risk, or
8. For cause.

**Member Choice of Contractor:** AHCCCS members eligible for services covered under this Contract have a choice of available Contractors. Previously enrolled members who have been disenrolled for less than 90 days will be automatically enrolled with the same Contractor, if still available, pursuant to the terms of the Section 1115 Demonstration Waiver Special Terms and Conditions [42 CFR 457.1201(m), 42 CFR 457.1212, 42 CFR 438.56(g)].

The effective date of enrollment for a new Title XIX member with the Contractor is the day AHCCCS takes the enrollment action. The Contractor is responsible for payment of medically necessary covered services retroactive to the member's beginning date of eligibility, as reflected in PMMIS.

The effective date of enrollment for a Title XXI member will be the first day of the month following notification to the Contractor. In the event that eligibility is determined on or after

the 25th day of the month, eligibility will begin on the first day of the second month following the determination [42 CFR 457.1201(m), 42 CFR 457.1212].

Members who do not choose a Contractor prior to AHCCCS being notified of their eligibility are automatically assigned to a Contractor based on re-enrollment rules, family continuity, or the auto-assignment algorithm. If a member is auto-assigned, AHCCCS sends a Choice notice to the member and allows the member 90 days to choose a different Contractor. Refer to Section D, Paragraph 6, Auto-Assignment Algorithm, for further explanation.

***Arizona Long Term Care Services Eligibility Determination During Hospitalization:*** If it is determined that a member may qualify for Arizona Long Term Care Services (ALTCS) during an individual's acute hospitalization, AHCCCS will process an application for ALTCS eligibility. Enrollment of an applicant who is determined eligible will be effective during the hospital stay.

***Prior Quarter Coverage:*** Pursuant to the January 2019 CMS approval of the Section 1115 Demonstration Waiver, AHCCCS is waived from approving Prior Quarter Coverage eligibility (also referred to as Retroactive Coverage in the Section 1115 Demonstration Waiver Approval) for individuals who are NOT in the following three categories: children under 19, individuals who are pregnant, and individuals who are in the 60-day postpartum period beginning the last day of pregnancy. Effective July 1, 2019, only the three populations above are exempted from the waiver of prior quarter coverage eligibility, and these individuals may be determined to qualify for AHCCCS coverage during any of the three months prior to the month of application when they meet the eligibility requirements for that month. Prior Quarter Coverage eligibility expands the time period during which AHCCCS pays for covered services for eligible individuals to any of the three months prior to the month the individual applied for AHCCCS, if the individual met AHCCCS eligibility requirements during that particular month. AHCCCS Contractors are not responsible for payment for covered services received during the prior quarter. Upon verification or notification of Prior Quarter Coverage eligibility, providers will be required to bill AHCCCS for services provided during a prior quarter eligibility period.

***Prior Period Coverage:*** AHCCCS provides Prior Period Coverage (PPC) for Title XIX members for the period of time prior to the Title XIX member's enrollment during which the member is eligible for covered services. PPC refers to the time frame from the effective date of eligibility (usually the first day of the month of application) until the date the member is enrolled with the Contractor. The Contractor receives notification from AHCCCS of the member's enrollment. The Contractor is responsible for payment of all claims for medically necessary covered services provided to members during PPC, including services provided prior to the Contract year in a Geographic Service Area where the Contractor was not contracted at the time of service delivery, except in certain services for members transitioning to Title XIX from RBHA Non-Title XIX/XXI eligibility as specified below. AHCCCS Fee-For-Service is responsible for the payment of claims for PPC for members who are found eligible for AHCCCS initially through Hospital Presumptive Eligibility (HPE) and later are enrolled with the Contractor. Therefore, for those members, the Contractor is not responsible for PPC.

PPC for members who are initially eligible as Non-Title XIX/XXI and assigned to a RBHA and who transition to Title XIX eligibility:

1. The member retains behavioral health assignment with the RBHA Contractor through the Title XIX PPC period.
2. The member is enrolled with the AHCCCS Complete Care Contractor for physical health services through the Title XIX PPC period.
3. The RBHA Contractor is responsible for payment of all behavioral health claims for medically necessary Non-Title XIX/XXI and Title XIX behavioral health covered services provided to members during the prior period coverage timeframe.
4. The AHCCCS Complete Care Contractor is responsible for payment of all physical health claims for medically necessary Title XIX physical health covered services during the PPC period and prospectively.
5. The member is enrolled with the AHCCCS Complete Care Contractor for both physical and behavioral health Title XIX services the day AHCCCS is notified of the member's Title XIX eligibility.

**Hospital Presumptive Eligibility:** As required under the Affordable Care Act, AHCCCS has established standards for HPE in accordance with federal requirements. Qualified hospitals that elect to participate in the HPE Program will implement a process consistent with AHCCCS standards, which determines applicants presumptively eligible for AHCCCS Medicaid covered services. Individuals determined presumptively eligible who have not submitted a full application to AHCCCS will qualify for Medicaid services from the date the hospital determines the individual to be presumptively eligible through the last day of the month following the month in which the determination of presumptive eligibility was made by the qualified hospital. For individuals who apply for presumptive eligibility and who also submit a full application to AHCCCS, coverage of Medicaid services will begin on the date that the hospital determines the individual to be presumptively eligible and will continue through the date that AHCCCS issues a determination on that application. All individuals determined presumptively eligible for AHCCCS will be enrolled with AHCCCS Fee-For-Service for the duration of the HPE eligibility period. If a member made eligible via HPE is subsequently determined eligible for AHCCCS via the full application process, Prior Period Coverage for the member will also be covered by AHCCCS Fee-For-Service, and the member will be enrolled with the Contractor only on a prospective basis.

**Newborns:** Newborns born to AHCCCS eligible mothers enrolled at the time of the child's birth will be enrolled with the mother's Contractor (except as noted in the following paragraph), when newborn notification is received by AHCCCS. The Contractor is responsible for notifying AHCCCS of a child's birth to an enrolled member. Capitation for the newborn will be retroactive to the date of birth if notification is received no later than one day from the date of birth. In all other circumstances, capitation for the newborn will begin on the date notification is received by AHCCCS. The effective date of AHCCCS eligibility for the newborn will be the newborn's date of birth, and the Contractor is responsible for all covered services to the newborn, whether or not AHCCCS has received notification of the child's birth. AHCCCS is available to receive notification 24 hours a day, seven days a week via the AHCCCS website.

Each eligible mother of a newborn is sent a Choice notice advising her of her right to choose a different Contractor for her child; the date of the change will be the date of processing the request from the mother. If the mother does not request a change within 90 days, the child will remain with the mother's Contractor.

Babies born to mothers enrolled in the Federal Emergency Services (FES) Program, a RBHA, DES/DDD, ALTCS E/PD, or DCS/CHP are auto-assigned to an AHCCCS Complete Care Contractor. Mothers are sent a Choice notice advising them of their right to choose a different Contractor for their child, which allows them 90 days to make a choice. In the event the mother chooses a different Contractor, AHCCCS will recoup all capitation paid to the originally assigned Contractor and the baby will be enrolled retroactive to the date of birth with the second Contractor. The second Contractor will receive prior period capitation from the date of birth to the day before assignment and prospective capitation from the date of assignment forward. The second Contractor will be responsible for all covered services to the newborn from date of birth.

Babies born to mothers with an SMI determination who are enrolled with a RBHA are auto-assigned to an AHCCCS Complete Care Contractor. Mothers of these newborns are sent a Choice notice advising them of their right to choose a different AHCCCS Complete Care Contractor for their child, which allows them 90 days to make a choice. Refer to ACOM Policy 401.

**Enrollment Guarantees:** Upon initial capitated enrollment as a Title XIX-eligible member, the member is guaranteed a minimum of five full months of continuous enrollment. Upon initial capitated enrollment as a Title XXI-eligible member, the member is guaranteed a minimum of 12 full months of continuous enrollment. The enrollment guarantee is a one-time benefit. If a member changes from one Contractor to another within the enrollment guarantee period, the remainder of the guarantee period applies to the new Contractor. AHCCCS Rules at 9 A.A.C 22 Article 17, and 9 A.A.C. 31 Article 3, describe other reasons for which the enrollment guarantee may not apply.

**American Indians:** American Indians not determined to be SMI can choose to enroll as follows:

1. In an AHCCCS Complete Care Contractor to receive both physical health services and behavioral services,
2. In AIHP for physical and behavioral health services, and
3. In AIHP for physical health services and receive behavioral health services from a TRBHA.

American Indian members who are determined to have an SMI will be assigned to the RBHA for all services but will also have a choice of remaining with the RBHA or selecting AIHP for physical health services and the RBHA or TRBHA (when available) for provision of behavioral health services. American Indian members determined to have an SMI will also be permitted to enroll with the AHCCCS Complete Care Contractor and the TRBHA or opt out of the RBHA as specified in ACOM Policy 442 to be served by the AHCCCS Complete Care Contractor for physical health services and the RBHA for behavioral health services.



American Indian members can change enrollment between American Indian Health Program (AIHP) and a Contractor at any time. However, a member can change from one Contractor to another only once a year. Any change in enrollment will be reflected on the member roster provided by AHCCCS to the Contractor. All American Indian members, whether receiving services through AIHP or enrolled with a Contractor may choose to receive services at any time from an Indian Health Service (IHS) Facility, a Tribally-Operated 638 Health Program, or an Urban Indian Health Program (I/T/U) [ARRA Section 5006(d), and SMDL 10-001].

#### 4. ANNUAL AND OPEN ENROLLMENT CHOICE

**Annual Enrollment Choice:** AHCCCS conducts an Annual Enrollment Choice (AEC) for members in Geographic Service Areas (GSAs) that have multiple Contractors on their annual anniversary date [42 CFR 438.56(c)(2)(ii)]. During AEC, members may change Contractors subject to the availability of other Contractors within their GSA. AHCCCS provides enrollment and other information required by Medicaid Managed Care Regulations 60 days prior to the member's AEC date. The member may choose a new Contractor by contacting AHCCCS to complete the enrollment process. If the member does not participate in the AEC, no change of Contractor will be made (except for approved changes under ACOM Policy 401). This holds true if a Contractor's Contract is renewed and the member continues to live in a Contractor's service area.

**Open Enrollment:** AHCCCS may hold an open enrollment in any GSA or combination of GSAs as deemed necessary. In the event AHCCCS adds a Contractor to a GSA where choice of Contractor is currently unavailable, members currently enrolled in that GSA may be provided an open enrollment period to choose a Contractor. Members who do not elect to change Contractors will remain with the Contractor of enrollment. AHCCCS may also offer open enrollment to the members assigned to the Contractor should a change in ownership occur, refer to Section D, Paragraph 36, Subcontracts.

#### 5. PEER AND FAMILY INVOLVEMENT AND PARTICIPATION

The Contractor shall embed the following principles with respect to peer and family involvement in the design and implementation of an integrated health care service delivery system:

1. Behavioral, physical, peer, and family support providers shall share the same mission to place the member's whole-health needs above all else, as the focal point of care,
2. Utilize peer and family delivered support services/specialists and embed peer and family voice at all levels of the system. The Contractor shall submit information noting Peer/Recovery Support Specialist (PRSS) and Credentialed Parent/Family Support Specialist Involvement in Service Delivery as specified in Section F, Attachment F3: Contractor Chart of Deliverables. Refer to AMPM Policy 963 and AMPM Policy 964 for requirements regarding the provision of Peer/Recovery Support Specialists and Credentialed Parent/Family Support Services within the AHCCCS program, and
3. Maximize the use of existing behavioral and physical health infrastructure including PROs and FROs.

The Contractor's OIFA shall ensure that all behavioral health provider sites serving multiple members have regular and ongoing means for members to participate in administrative decision making, quality improvement, and enhancement of customer service at the provider site. Changes made as a result of member and/or family member participation shall be reported back to the members and/or family members served at the site. Child and Family Teams and Adult Recovery Teams do not fulfill this requirement.

***Collaboration with Peers and Family Members:*** At least every six months, the Contractor's OIFA shall meet with a broad spectrum of peers, family members, and providers including PROs, FROs, advocacy organizations, and any other persons that have an interest in participating in improving the system. The purpose of these meetings is to gather input; discuss issues, identify challenges and barriers, problem-solve, share information, and strategize ways to improve or strengthen the service delivery system. The Contractor shall invite AHCCCS/OIFA to participate at these meetings.

***Committees:*** The Contractor is required to have meaningful peer (i.e., an individual who is receiving or has received behavioral health services) and family member participation on all Contractor Committees, except for those that pertain to issues of member and/or provider confidentiality, to provide input and feedback for decision making. Each Committee shall work with the Contractor's OIFA to include peers and family members enrolled with the Contractor. Participating peer and family members shall not be employed by the Contractor. The Contractor shall submit a Roster of Peer and Family Committee Members as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

At a minimum, the Contractor shall have a Governance Committee and Member Advocacy Council. Every effort shall be made to include representation of council members that reflect the populations and communities served by the Contractor.

***Governance Committee:*** The Contractor shall work with the Contractor's OIFA to have a formal Governance Committee. The Governance Committee membership shall include peers and family of members enrolled with the Contractor who are receiving or have received physical health and behavioral health services, and who are not employed by the Contractor. The Governance Committee shall meet and interact with Contractor leadership to direct strategic planning process improvement and decision making for the Contractor's physical and behavioral health delivery system. Every effort shall be made to include representation of council members that reflect the populations and communities served by the Contractor.

***Member Advocacy Council:*** The Contractor's OIFA shall facilitate a Member Advocacy Council (MAC) consisting of peers and family members enrolled with the Contractor who are receiving or have received physical health and behavioral health services, and who are not employed by the Contractor; and an individual from the Contractor's Executive Management team. Every effort shall be made to include council members reflecting the populations and communities served by the Contractor. The MAC may also include professionals and advocates. The purpose of the MAC is to gather and discuss issues and barriers, identify challenges and problem solve, and share information and strategize on ways to strengthen the service delivery system.

Discussion of issues and opportunities resulting from the MAC meetings are to be included on the agenda and addressed by the Contractor's Executive Management Committee and/or Governance Committee. Meeting minutes are to reflect the results of the discussion and any direction of interventions or activities assigned by the Executive Management Committee and/or Governance Committee to Contractor operational units. MAC meeting minutes shall be made available to AHCCCS upon request.

If a Contractor holds more than one Line of Business, the Contractor may consolidate required committees, and if a Contractor elects to consolidate the required committees, the Contractor shall ensure the membership of consolidated committees are representative of all the Contractor's Lines of Business.

***Peer-Run Organizations and Family-Run Organizations:*** Members shall be offered the option to receive medically necessary behavioral health and/or other services from a PRO and/or FRO. The Contractor shall provide access to peer and family support services for members to assist with understanding and coping with the stressors of a member's disability and how to effectively, and efficiently, utilize the service delivery system for covered benefits. The Contractor shall provide access to peer support services for members with Substance Use Disorders (SUDs) including but not limited to: Alcohol Misuse, Benzodiazepine Misuse and Dependence, and Opioid Use Disorders (OUDs). Where appropriate, Peer Support Specialists may navigate members to Medication Assisted Treatment (MAT) providers, for the purpose of increasing the member's participation and retention in MAT treatment and recovery support services.

The Contractor is expected to contract with PROs and FROs, as specified in Contract, in each of the Contractor's awarded GSA(s). Members shall be offered the option to receive medically necessary behavioral health and/or other services from a PRO and/or FRO.

If the Contractor desires to contract with an organization not currently recognized by AHCCCS OIFA as a PRO or FRO, but which the Contractor believes meets the definition of a PRO or FRO a request shall be submitted as specified in Section F, Attachment F3, Contractor Chart of Deliverables. AHCCCS will review the proposed PRO or FRO and determine if the provider meets the definition for a PRO or FRO, as defined in Section D, Definitions.

## **6. AUTO-ASSIGNMENT ALGORITHM**

Members who do not exercise their right to choose and those who are not assigned a Contractor based on family continuity rules are assigned to a Contractor through an auto-assignment algorithm. The algorithm is a mathematical formula used to distribute members to the various Contractors in a manner that is predictable and consistent with AHCCCS goals.

Assignment by the algorithm applies to the following members who do not exercise their right to choose a Contractor within the prescribed time limits:

1. New members and members re-enrolling after the 90-day re-enrollment window.
2. Members enrolled with a Contractor that is not available after the member moves to a new Geographic Service Area (GSA).
3. Infants born to a mother enrolled in the Federal Emergency Service (FES) Program, DES/DDD, ALTCS E/PD, DCS/CHP, or who is determined to have a Serious Mental Illness (SMI) and enrolled with a RBHA Contractor, with no family continuity with an AHCCCS Complete Care Contractor.
4. Members who were enrolled with a RBHA and who are determined to have an SMI but who have been determined to no longer qualify as SMI and who do not have family continuity with an AHCCCS Complete Care Contractor.

Once auto-assigned, AHCCCS sends a Choice notice to the member, allowing the member 90 days to choose a different Contractor from the auto-assigned Contractor.

AHCCCS may change the auto-assignment algorithm at any time during the term of the Contract in response to Contractor-specific issues (e.g., imposition of an enrollment cap) or in the best interest of the AHCCCS Program and/or the State.

**Enhanced Auto Assignment Algorithm:** After an RFP, New Contractors and Successful Incumbent Contractors below the GSA/County-specific enrollment thresholds listed in the RFP may receive members under an enhanced auto-assignment algorithm. If utilized by AHCCCS, the enhanced auto-assignment algorithm will be based on the factors used in the auto-assignment algorithm policy and will continue to favor those Contractors below the threshold, for a time established by AHCCCS. In this situation, Contractors not qualifying for the enhanced auto-assignment algorithm will not receive any members via auto-assignment for this time period. AHCCCS may evaluate the enrollment by Contractor to determine whether to continue and/or reinstate the enhanced algorithm. All efforts will be made to auto-assign members based on the methodology in ACOM Policy 314, and the thresholds by GSA/County listed in the RFP; however, the number of assigned members may vary due to issues such as family continuity, newborns, 90-day re-enrollment, etc. Refer to ACOM Policy 314 Algorithm.

**Maximum Enrollment:** A Contractor in the Central GSA or Pima County will no longer be eligible for auto-assignment of members once the Contractor's membership reaches 45 percent and until the membership drops below 44 percent of the County's total enrollment. For purposes of the maximum enrollment calculation, Contractor membership is limited to populations covered by the AHCCCS Complete Care Contract. Member choices will not be impacted by the auto-assignment algorithm freeze.

Refer to ACOM Policy 314.

**7. ACCOMMODATING AHCCCS MEMBERS**

The Contractor shall ensure that members are provided covered services without regard to disability, race, color, national origin, age, sex, gender, sexual orientation, or gender identity, and will not use any policy or practice that has the effect of discriminating on the basis of these [42 CFR 457.1201(d), 42 CFR 457.1230(a), 42 CFR 438.3(d)(4), 42 CFR 438.206(c)(2), 45 CFR Part 92].

Examples of prohibited practices include, but are not limited to, the following:

1. Denying or not providing a member any covered service or access to an available facility,
2. Providing to a member any medically necessary covered service which is different, or is provided in a different manner or at a different time from that provided to other members, other public or private patients or the public at large, except where medically necessary,
3. Subjecting a member to segregation or separate treatment in any manner related to the receipt of any covered service; restricting a member in any way in his or her enjoyment of any advantage or privilege enjoyed by others receiving any covered service, and
4. Assigning times or places for the provision of services on the basis of disability, race, color, national origin, age, sex, gender, sexual orientation, or gender identity.

The Contractor shall assure members the rights as specified in 42 CFR 438.100.

The Contractor shall ensure members and individuals with disabilities are accommodated to actively participate in the provision of services and have physical access to facilities, procedures, and exams. For example, the Contractor shall provide appropriate auxiliary aids and services to individuals with impaired sensory, manual, or speaking skills. The Contractor shall provide accommodations to members and individuals with disabilities at no cost to afford such individuals an equal opportunity to benefit from the covered services [45 CFR 92.202 – 92.205].

If the Contractor knowingly executes a subcontract with a provider with the intent of allowing or permitting the provider to implement barriers to care (i.e., the terms of the subcontract act to discourage the full utilization of services by some members) the Contractor may be in default of its Contract.

If the Contractor identifies a problem involving discrimination or accommodations for individuals with disabilities by one of its providers, the Contractor shall promptly intervene and require a corrective action plan from the provider. Failure to take prompt corrective measures may place the Contractor in default of its Contract.

**8. TRANSITION ACTIVITIES**

The Contractor shall comply with the AMPM and the ACOM standards for member transitions between AHCCCS programs, Contractors, or Geographical Service Areas (GSAs) and upon termination or expiration of a Contract.

When relinquishing members, the relinquishing Contractor is responsible for timely notification to the receiving Contractor of pertinent information related to the special needs of transitioning members. Relinquishing Contractors who fail to notify the receiving Contractor or FFS Program of transitioning members with special circumstances will be responsible for covering the members' care for up to 30 days following the transition.

Appropriate medical records and case management files for the transitioning member shall be transmitted to the receiving Contractor. The cost, if any, of transition activities including reproducing and forwarding medical records shall be the responsibility of the relinquishing Contractor. The Contractor is responsible for coordinating care to ensure provision of uninterrupted services, Contractor and service information, emergency numbers, and instructions on how to obtain services. Refer to AMPM Policy 520 and ACOM Policies 401, 402, and 403 for additional Contractor transition requirements.

The Contractor shall implement a transition of care policy consistent with the requirements in 42 CFR 457.1216, 42 CFR 438.62(b)(1)-(2), ACOM Policy 402, and AMPM Policy 520.

The Contractor shall designate a key staff person with appropriate training and experience to act as the Transition Coordinator. The Transition Coordinators for both the relinquishing and receiving Contractors shall interact closely to ensure a safe, timely, and orderly transition. Refer to Section D, Paragraph 15, Staffing Requirements and ACOM Policy 402.

The Contractor shall develop and implement member transition policies and procedures, which include but are not limited to:

1. Members with significant medical conditions such as, a high-risk pregnancy or pregnancy within the third trimester, the need for organ or tissue transplantation, chronic illness resulting in hospitalization or nursing facility placement, etc.,
2. Children under age 19 who are blind, have disabilities, have a CRS condition, are in foster care or other out-of-home placement, or are receiving adoption assistance,
3. Members determined to have a serious or chronic physical, developmental and/or behavioral health condition such as a Serious Mental Illness, serious emotional disorders, autism, or intellectual disability,
4. Members who are receiving ongoing services such as dialysis, home health, chemotherapy and/or radiation therapy, end of life care or hospice, or who are hospitalized at the time of transition,
5. Members who have conditions requiring ongoing monitoring or screening such as elevated blood lead levels and members who were in the Neonatal Intensive Care Unit (NICU) after birth,
6. Members who frequently contact AHCCCS, State and local officials, the Governor's Office and/or the media,
7. Members who have received prior authorization for services such as scheduled surgeries, post-surgical follow-up visits, out-of-area specialty services, or nursing home admission,
8. Continuing prescriptions, medical equipment, appliances, supplies and medically necessary transportation ordered for the transitioning member by the relinquishing Contractor,

9. Medical records of the transitioning member (the cost, if any, of reproducing and forwarding medical records shall be the responsibility of the relinquishing AHCCCS Contractor),
10. Any members transitioning to/from CHP, and
11. Individuals who are experiencing homelessness or formerly homeless residing in Permanent Supportive Housing. Individuals experiencing homelessness includes individuals or families who do not have a fixed, sustainable, or appropriate nighttime residence including:
  - a. The primary nighttime residence is a public or private place not meant for human habitation,
  - b. The individual is living in a shelter designated to provide temporary living (including homeless shelters, transitional housing, hotels paid for by charitable organization or government program), or
  - c. The individual is being discharged from an institution, such as a residential treatment, an acute care or behavioral health inpatient stay, jail/prison, and was admitted as homeless or upon discharge is likely to return to the street or shelter as specified in a. or b. above.

The Contractor shall establish policies and procedures for the transition of American Indian members who transition to AIHP and/or a TRBHA or RBHA for ongoing treatment. The Contractor shall ensure that PCPs maintain continuity of care for these members.

The policies and procedures shall address, at a minimum, the following:

1. Guidelines for when a transition of the member to AIHP, TRBHA or RBHA for ongoing treatment is indicated,
2. Protocols for notifying AIHP, TRBHA or RBHA of the member's transfer, including reason for transfer, diagnostic information, and medication history,
3. Protocols and guidelines for the transfer or sharing of medical records information and protocols for responding to AIHP, TRBHA or RBHA requests for additional medical record information,
4. Protocols for transition of prescription services, including but not limited to notification to the TRBHA or RBHA of the member's current medications and timeframes for dispensing and refilling medications during the transition period. This coordination shall ensure at a minimum, that the member does not run out of prescribed medications prior to the first appointment with AIHP, TRBHA or RBHA prescriber and that all relevant member medical information including the reason for transfer is forwarded to AIHP, TRBHA or RBHA prescriber prior to the member's first scheduled appointment with AIHP, TRBHA or RBHA prescriber, and
5. Contractor monitoring activities to ensure that members are appropriately transitioned to AIHP, TRBHA, or RBHA for care.

**Member Transitions Due to Contract Termination:** In the event that the Contract or any portion thereof is terminated for any reason, or expires, the Contractor shall assist AHCCCS in the transition of its members and shall abide by standards and protocols as specified by AHCCCS. In addition, AHCCCS reserves the right to extend the term of the Contract on a month-to-month basis to assist with member transitions.

AHCCCS may discontinue enrollment of new members with the Contractor three months prior to the Contract termination date or as otherwise determined by AHCCCS. The Contractor shall make provisions for continuing all management and administrative services until the transition of members is completed and all other requirements of this Contract are satisfied. The Contractor shall submit a detailed plan to AHCCCS for approval regarding the transition of members in the event of Contract expiration or termination. The name and title of the Contractor's Transition Coordinator shall be included in the transition plan.

The Contractor shall be responsible for providing all reports set forth in this Contract and those necessary for the transition process [42 CFR 438.610(c)(3), 42 CFR 434.6(a)(6)]. The Contractor shall abide by the requirements as specified in ACOM Policy 440. Any dispute by the Contractor, with respect to termination or suspension of this Contract by AHCCCS, shall be exclusively governed by the provisions of Section E, Paragraph 19, Disputes.

## 9. SCOPE OF SERVICES

The Contractor shall provide covered services to AHCCCS members in accordance with all applicable Federal and State laws, Section 1115 Demonstration Waiver, regulations, Contract, and policies, including those incorporated by reference in this Contract. The services are specified in detail in AHCCCS Rules including but not limited to AHCCCS regulations in A.A.C. R9-22 Article 2, 12, and 13, the AHCCCS Medical Policy Manual (AMPM), and the AHCCCS Contractor Operations Manual (ACOM), all of which are incorporated herein by reference, and may be found on the AHCCCS website [42 CFR Part 457 and 42 CFR Part 438]. To be covered, services shall be medically necessary and cost effective. Covered services are briefly specified below. See also AMPM Exhibit 300-1 and AMPM Exhibit 300-2A.

The Contractor shall ensure the coordination of services it provides with services the member receives from other entities. The Contractor shall ensure that, in the process of coordinating care, each member's privacy is protected in accordance with the privacy requirements, including in 45 CFR Parts 160 and 164, Subparts A and E, Arizona statute, and to the extent that they are applicable 42 CFR 438.208 (b)(2),(b)(4), and b(6), 42 CFR 457.1230(c), and 42 CFR 438.224.

The Contractor is prohibited from paying for an item or service (other than an emergency item or service, not including items or services furnished in an emergency room of a hospital) with respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act of 1997 [Section 1903(i) final sentence and 1903(i)(16) of the Social Security Act].

Services shall be rendered by providers that are appropriately licensed or certified, operating within their scope of practice, and registered as an AHCCCS provider. The Contractor shall provide the same standard of care for all members, regardless of the member's eligibility category. The Contractor shall ensure that the services are sufficient in amount, duration, and scope to reasonably be expected to achieve the purpose for which the services are furnished [42 CFR 434.6(a)(4)]. The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a required service solely because of diagnosis, type of illness, or condition of the member [42 CFR 457.1230(d), 42 CFR 438.210(a)(3)(ii)].



The Contractor may place appropriate limits on a service on the basis of criteria such as medical necessity, or for utilization control, provided the services furnished can reasonably be expected to achieve their purpose [42 CFR 457.1230(d), 42 CFR 438.210(a)(3)(i), 42 CFR 438.210(a)(4)].

The Contractor is prohibited from avoiding costs for services covered in its Contract by referring members to publicly supported health care resources [42 CFR 457.1201(p)].

**Moral or Religious Objections:** The Contractor shall notify AHCCCS if, on the basis of moral or religious grounds, it elects to not provide or reimburse for a covered service [Section 1932(b)(3)(B)(i) of the Social Security Act, 42 CFR 457.1222, 42 CFR 457.1207, 42 CFR 438.10(e)(2)(v)(C), 42 CFR 438.102(a)(2)]. The Contractor shall submit a Proposal addressing members' access to the services [Section 1932(b)(3)(B)(i) of the Social Security Act, 42 CFR 457.1222, 42 CFR 438.102(b)(1)(i)(A)(2)(1)-(2)]. AHCCCS does not intend to offer the services on a Fee-For-Service basis to the Contractor's members. In the event the Proposal is not approved, AHCCCS will notify the Contractor. In these circumstances AHCCCS may disenroll members who are seeking these services from the Contractor and assign members to another Contractor. AHCCCS also reserves the right to withhold assignment of new members until such time as there is an approved Proposal [42 CFR 438.56]. The Proposal shall:

1. Be submitted to AHCCCS in writing prior to entering into a Contract with AHCCCS or at least 60 days prior to the intended effective date of the change in the scope of services based on moral or religious grounds,
2. Place no financial or administrative burden on AHCCCS,
3. Place no significant burden on members' access to the services,
4. Be accepted by AHCCCS in writing, and
5. Acknowledge an adjustment to capitation, depending on the nature of the proposed solution.

If AHCCCS approves the Contractor's Proposal for its members to access the services, the Contractor shall immediately develop a policy implementing the Proposal with notification to members of how to access these services. The notification and policy shall be consistent with the provisions of 42 CFR 438.10 and shall be approved by AHCCCS prior to dissemination. The notification shall be provided to newly assigned members within 12 days of enrollment and shall be provided to all current members at least 30 days prior to the effective date of the Proposal [42 CFR 438.102, 42 CFR 438.102(b)(1)(i)(B), 42 CFR 438.10(g)(4)].

**Authorization of Services:** The Contractor shall have in place and follow written policies and procedures for the processing of requests for initial and continuing authorizations of services [42 CFR 457.1230(d), 42 CFR 438.210(b)(1), 42 CFR 438.910(d)]. The Contractor shall have mechanisms in place to ensure consistent application of review criteria for authorization decisions [42 CFR 457.1230(d), 42 CFR 438.210(b)(2)(i)]. The Contractor shall consult with the requesting provider for medical services when appropriate [42 CFR 457.1230(d), 42 CFR 438.210(b)(2)(ii)]. Any decision to deny a service authorization request or to authorize a service in an amount, duration or scope that is less than requested, shall be made by a health care professional who has appropriate clinical expertise in treating the member's condition or disease [42 CFR 457.1230(d), 42 CFR 438.210(b)(3)].

Refer to AMPM Chapter 1000 and Attachment F1, member Grievance and Appeal System Standards for additional service authorization requirements.

**General and Informed Consent:** The Contractor shall adhere to General and Informed Consent requirements as specified in AMPM Policy 320-Q.

**Notice of Adverse Benefit Determination:** The Contractor shall notify the requesting provider and give the member written notice of any decision by the Contractor to deny, reduce, suspend, or terminate a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested [42 CFR 457.1260, 42 CFR 457.1230(d), 42 CFR 438.210(c), 42 CFR 438.404, 42 CFR 438.400(b)]. The notice shall meet the requirements of 42 CFR 438.404, AHCCCS Rules, and ACOM Policy 414. The notice to the provider shall also be in writing as specified in Section F, Attachment F1, Member Grievance and Appeal System Standards. The Contractor shall comply with all decision timelines specified in ACOM Policy 414.

The Contractor shall assure and demonstrate that it has the capacity to serve the expected enrollment in its service area in accordance with AHCCCS standards for access and timeliness of care [42 CFR 457.1230(b), 42 CFR 438.207(a), 42 CFR 438.68, 42 CFR 438.206(c)(1)].

The Contractor shall ensure that its providers, acting within the lawful scope of their practice are not prohibited or otherwise restricted from advising or advocating, on behalf of a member who is his or her patient, for [Section 1932(b)(3)(A) of the Social Security Act, 42 CFR 457.1222, 42 CFR 438.102(a)(1)(i)-(iv)]:

1. The member's health status, medical care or treatment options, including any alternative treatment that may be self-administered [42 CFR 438.102(a)(i)],
2. Any information the member needs in order to decide among all relevant treatment options,
3. The risks, benefits, and consequences of treatment or non-treatment, and
4. The member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions [42 CFR 457.1220, 42 CFR 438.100(a)(1), 42 CFR 438.100(b)(2)(iv)].

The Contractor shall conduct quarterly self-audits of Notice of Adverse Benefit Determination letters as specified in ACOM Policy 414. The Contractor shall submit a NOA Self-Audit Executive Summary as specified in the ACOM Policy 414 and Section F, Attachment F3, Contractor Chart of Deliverables.

**Ambulatory Surgery:** The Contractor shall provide surgical services for either emergency or scheduled surgeries when provided in an ambulatory or outpatient setting, such as a freestanding surgical center or a hospital-based outpatient surgical setting.

**American Indian Member – Service Provision:** The Contractor is responsible for coverage of services under this Contract for members who are American Indians enrolled with the Contractor.

AHCCCS/DFSM will reimburse for medically-necessary, acute-care services (including physical and behavioral health services) that are eligible for 100 percent Federal reimbursement and are provided by an IHS or 638 tribal facility to a Title XIX member enrolled with the Contractor who is eligible to receive services through an IHS or 638 tribal facility. Encounters for Title XIX services billed by IHS or 638 tribal facilities will not be accepted by AHCCCS or considered in capitation rate development.

The Contractor is responsible for reimbursement (including physical and behavioral health services) to IHS or 638 tribal facilities for services provided to Title XXI American Indian members enrolled with the Contractor. Payment rates shall be at least equal to the AHCCCS Fee-For-Service rates. The Contractor may choose to subcontract with an IHS or 638 tribal facility as part of its provider network for the delivery of Title XXI covered services. Expenses incurred by the Contractor for Title XXI services billed by an IHS or 638 tribal facility shall be encountered and considered in capitation rate development.

The Contractor shall demonstrate that there are sufficient Indian Health Care Providers (IHCPs) contracted in the provider network to ensure timely access to services available under the Contract from such providers for American Indian members who are eligible to receive services [42 CFR 457.1209, 42 CFR 438.14(b)(1), 42 CFR 438.14(b)(5)]. For the purposes of this section, "IHCP" does not include health care programs operated by the Indian Health Service or a 638 tribal facility that provides services to Title XIX members enrolled with the Contractor that are reimbursed by AHCCCS/DFSM and are eligible for 100 percent Federal reimbursement.

The Contractor will make payment to IHCPs for covered services provided to American Indian members who are eligible to receive services through the IHCP regardless of whether the IHCP is an in-network provider. The Contractor may negotiate a rate for the services provided by an IHCP or, in the absence of a negotiated rate, the Contractor will reimburse the IHCP for its services at a rate not less than the level and amount the Contractor would pay to the same type of in-network provider that is not an IHCP [42 CFR 457.1209, 42 CFR 438.14(b)(2)(i)-(ii)]. In the event the amount the IHCP receives from the Contractor is less than the amount the IHCP would have received under FFS or the applicable encounter rate published annually in the Federal Register by the IHS, AHCCCS will make a supplemental payment to the IHCP to make up the difference between the amount the Contractor pays and the amount the IHCP would have received under FFS or the applicable encounter rate [42 CFR 457.1209, 42 CFR 438.14(c)(3)].

American Indian members shall be permitted to obtain covered services from out-of-network IHCPs from whom the member is otherwise eligible to receive such services [42 CFR 457.1209, 42 CFR 438.14(b)(4)]. The Contractor shall permit an out-of-network IHCP to refer an American Indian member to a network provider [42 CFR 457.1209, 42 CFR 438.14(b)(6)].

***Anti-Hemophilic Agents and Related Services:*** The Contractor shall provide services for the treatment of hemophilia and von Willebrand's disease. Refer to Section D, Paragraph 53, Reinsurance.

**Audiology Services:** The Contractor shall provide medically necessary audiology services to evaluate hearing loss for all members, on both an inpatient and outpatient basis. Hearing aids are covered only for members under the age of 21 receiving EPSDT services.

**Breast Reconstruction:** Breast reconstruction surgery for the purposes of breast reconstruction post-mastectomy is a covered service for AHCCCS eligible members consistent with AMPM Policy 310-C.

**Behavioral Health Services:** The Contractor shall provide medically necessary behavioral health services to all members in accordance with AHCCCS policies and A.A.C. R9-22, Article 12. Refer also to the AMPM Policy 310-B, AMPM Exhibit 300-2A, and the Behavioral Health Services Matrix. Behavioral Health services include but are not limited to the following:

**Adult Behavioral Health Therapeutic Homes:** A licensed residence that provides behavioral health treatment, which maximizes the ability of an individual experiencing behavioral health symptoms to live and participate in the community and to function in an independent manner that includes assistance in the self-administration of medication and any ancillary services (such as living skills and health promotion) indicated by the member's Treatment Plan, as appropriate. Refer to AMPM Policy 320-X. The Contractor shall develop, and publish to its website, Adult Behavioral Health Therapeutic Homes (ABHTH) admission, continued stay, and discharge criteria for medical necessity which at a minimum includes the elements as specified in AMPM Policy 320-X. The Contractor shall submit the criteria for prior approval as specified in Attachment F3, Contractor Chart of Deliverables.

**Behavior Analysis:** Behavior Analysis services are an AHCCCS covered benefit for individuals with Autism Spectrum Disorder (ASD) and other diagnoses as justified by medical necessity. Refer to AMPM Policy 320-S.

**Behavioral Health Day Program Services:** Includes services such as therapeutic nursery, in-home stabilization, after school programs, and specialized outpatient substance use/abuse programs.

**Behavioral Health Residential Facility Services:** Services provided by a licensed behavioral health service agency that provides treatment to an individual experiencing a behavioral health symptom that:

1. Limits the individual's ability to be independent, or
2. Causes the individual to require treatment to maintain or enhance independence (A.A.C. R9-10-101).

Refer to AMPM Policy 320-V.

The Contractor shall develop admission criteria for medical necessity which at a minimum includes the elements as specified in AMPM Policy 320-V. The Contractor shall submit the criteria for prior approval as specified in Attachment F3, Contractor Chart of Deliverables. The Contractor shall publish the approved criteria as specified in AMPM Policy 320-V.

The Contractor shall ensure practices align with the Secured BHRF requirements as ordered by the court as specified in A.R.S § 36-550.09.

**Crisis Services:** The Regional Behavioral Health Authorities (RBHAs) within the Contractor's geographic service area(s) are responsible for the delivery of crisis services, including telephone and community-based mobile response, and facility-based stabilization (including observation), and all other associated covered services delivered within the first 24 hours of a crisis episode. Refer to AMPM Policy 310-B, Exhibit 300-2A, and Behavioral Health Services Matrix. The RBHAs are responsible for notifying the member's assigned health plan within 24 hours of a member engaging in crisis services so subsequent services can be initiated by the Contractor of Enrollment.

The Contractor of Enrollment is responsible for all other medically necessary services and continuing care related to a crisis episode, which may include follow-up stabilization services, after the initial 24 hours covered by the RBHA. The Contractor shall:

1. Ensure a robust system of care and sufficient provider network of facilities to transition a member from receiving crisis services, such as Behavioral Health Residential Facilities (BHRFs), Residential Treatment Centers (RTCs), respite care, and other ongoing care options, when continuing services are required,
2. Ensure timely follow up and care coordination, including care coordination for Medication Assisted Treatment (MAT) for members after receiving crisis services, whether the member received services within, or outside the Contractor's GSA at the time services were provided, to ensure stabilization of the member and appropriate delivery of ongoing necessary treatment and services,
3. Ensure prior authorization is not required for emergency behavioral health services (A.A.C. R9-22-210.01), including crisis services,
4. Develop policies and procedures to ensure timely communication with RBHAs for members that have engaged in crisis services,
5. Ensure Contractor staff are available 24 hours per day, seven days per week to receive notification of member engagement in crisis services and to provide member post- 24-hour crisis stabilization services, care coordination, and discharge planning, as appropriate.
6. Upon notification of a member engaging in crisis services, the Contractor shall:
  - a. Immediately assess the member's needs, identify the supports and services that are necessary to meet those needs, and connect the member to appropriate services,
  - b. Provide solution-focused and recovery-oriented interventions designed to avoid unnecessary hospitalization, incarceration, or placement in a more restricted setting, and
  - c. Engage peer and family support services when responding to post-crisis situations, as preferred and identified by the member.
7. Track member crisis system utilization and refer repeat and/or frequent users of crisis services to the Contractor's care management and/or high needs/high cost program as specified in Section D, Paragraph 23, Medical Management, and

8. Address preventable crisis system and inpatient psychiatric utilization through various strategies, including but not limited to, extended availability of outpatient treatment services, after hours member care options, development of member specific crisis and safety plans, and ensuring engagement of outpatient treatment providers in responding to post-crisis care and treatment.
9. Cooperate with AHCCCS, the Health Information Exchange (HIE), and any applicable vendors to enhance crisis-related data sharing and availability through the HIE or other applicable data or information system.

***Court Ordered Evaluation and Court Ordered Treatment:*** The Contractor shall develop a collaborative process with the counties to ensure coordination of care, information sharing, and timely access to pre-petition screening, Court Ordered Evaluation (COE), and Court Ordered Treatment (COT) services provided. Title XIX/XXI funds shall not be used to reimburse COE services. Reimbursement for pre-petition screening and COE services are the responsibility of the County pursuant to A.R.S. § 36-545. The county's financial responsibility ends with the filing of a petition for COT. Counties maintain financial responsibility of any services provided under COE until the date and time the petition for COT is actually filed. Some counties have an agreement with AHCCCS under A.R.S. § 36-545.07 to provide those services for the county. If such an agreement exists, the RBHA Contract includes those services within the scope of the RBHA's responsibilities. Refer to ACOM Policy 437 for clarification regarding financial responsibility for the provision of medically necessary behavioral health services rendered after the completion of a COE, and ACOM Policy 423 for clarification regarding the financial responsibility for the provision of specific behavioral health treatment/care when such treatment is ordered as a result of a judicial ruling, involving driving under the influence (DUI), domestic violence, or other criminal offense. Refer to AMPM Policy 320-U. For additional information regarding behavioral health services refer to A.A.C. R9-22 Article 2 and Article 12.

Refer to network requirements regarding COE Providers and care coordination under Section D, Paragraph 26, Network Development.

For purposes of care coordination, the Contractor shall submit a report of all members under outpatient Court Ordered Treatment (COT) to AHCCCS. The Contractor shall submit the Outpatient Commitment COT Monitoring Report (one combined deliverable for all lines of business) as specified in Attachment F3, Contractor Chart of Deliverables. The Outpatient Commitment COT Monitoring Report shall contain the following information:

1. Health plan sub population, health plan sub population description,
2. Record number,
3. Contractor ID, Name,
4. Date by year and month,
5. Member name and demographics,
6. Member CIS and/or AHCCCS identification number,
7. New or existing court order and court order description,
8. COT start date, end date, court order reason and court order reason description,
9. Re-Hospitalization, re-hospitalization description and date,

10. Incarcerated and date,
11. Court order expired,
12. COT review and court order treatment review description,
13. Transferred to IHS,
14. Non-compliant,
15. Court order amended due to non-compliance,
16. Contractor contact person, email address,
17. Behavioral health category, behavioral health category description,
18. Age, age band, age band description, and
19. Funding source, funding source description.

The Contractor and its providers shall comply with State recognized tribal court orders for members. When tribal providers are also involved in the care and treatment of court ordered tribal members, the Contractor and its providers shall involve tribal providers to ensure the coordination and continuity of care of the members for the duration of COT and when members are transitioned to services on the reservation, as applicable. The Contractor is encouraged to enter into agreements with tribes to address behavioral health needs and improve the coordination of care for tribal members. See also, AMPM Policy 320-U and ACOM Policy 423.

The Contractor shall develop policies and training that outline the Contractor's role and responsibility related to the treatment of individuals who are unable or unwilling to consent to treatment. The policy shall address the processes provided for in A.R.S. Title 36, Chapter 5, Article 4:

1. Involuntary pre-petition screening, evaluation, and treatment processes,
2. Processes for tracking the status of court orders,
3. Execution of court orders, and
4. Judicial review processes.

The Contractor shall develop and make available to providers information regarding specifically where a behavioral health provider would refer an individual for a voluntary or involuntary evaluation.

***Inpatient Behavioral Health Services for Members in an Institution for Mental Diseases:***

The Contractor may provide members who are over the age of 21 and below the age of 65 inpatient treatment in an Institution for Mental Diseases (IMD), so long as the facility is a hospital providing psychiatric or SUD inpatient care or a sub-acute facility providing psychiatric or SUD crisis residential services, and length of stay in the IMD is for no more than 15 cumulative days during the calendar month. In accordance with 42 CFR 457.1201(e) and 42 CFR 438.3(e)(2)(i)-(iii), the State has determined that treatment in an IMD is a medically appropriate and cost effective substitute for the behavioral health service covered under the State plan in other settings. Contractors may, but are not required, to use an IMD in lieu of other behavioral health services. The Contractor is prohibited from requiring an enrollee to access behavioral health services at an IMD.

AHCCCS considers the following provider types to be IMDs: B1-Residential Treatment CTR-Secure (17+Beds), B3-Residential Treatment Center-Non-Secure, B6-Subacute Facility (17+Beds), and 71-Psychiatric Hospital. When the length of stay is no more than 15 cumulative days during the calendar month, AHCCCS shall pay the Contractor the full monthly capitation [42 CFR 438.6(e)].

When the length of stay in the IMD is more than 15 cumulative days during the calendar month, AHCCCS shall recoup the full monthly capitation from all Contractors regardless of whether the Contractor is responsible for inpatient behavioral health services and regardless of whether the Contractor authorized the IMD stay. AHCCCS shall pay all Contractors pro-rated capitation based on any days during the month the member was not an inpatient in the IMD when the IMD stay(s) exceeds 15 days.

When the length of stay in the IMD is more than 15 cumulative days during the calendar month, the Contractor shall provide the member all medically necessary services during the IMD stay that are covered under this Contract and that would be Title XIX compensable but for the IMD stay. The Contractor shall submit encounters for all services provided during the IMD stay.

The Contractor shall submit notification of an IMD Placement Exceeding 15 Days as specified in Section F, Attachment F3, Contractor Chart of Deliverables. Refer to ACOM Policy 109 for further information on the IMD 15-day limit.

The Contractor shall cover inpatient psychiatric services to members under the age of 21 as specified in 42 CFR 440.160 and 42 CFR Part 441, Subpart D even if the services are in a facility that meets the definition of an IMD in 42 CFR 435.1010. Under the circumstances specified in 42 CFR 441.151, these services can be provided to some members up to age 22. These services are not subject to the 15 day length of stay limitation on capitation applicable to enrollees over the age of 21 and below the age of 65.

The Contractor may provide behavioral health services covered under the Arizona State Plan to individuals over the age of 65 in any setting regardless of whether it meets the definition of an IMD in 42 CFR 435.1010. These services are not subject to the 15 day length of stay limitation on capitation applicable to enrollees over the age of 21 and below the age of 65.

**Non-Title XIX/XXI Behavioral Health Services:** Service provision for Non-Title XIX/XXI services for Contractor enrolled members with behavioral health conditions is provided or coordinated by the RBHA Contractors. The Contractor shall have established processes in place to refer members to the RBHA Contractor for Non-Title XIX/XXI services. The Contractor shall assist members with how to access these services and shall coordinate care for the member as appropriate. Refer to AMPM Policy 320-T1 and AMPM Policy 320-T2.

**Out of State Placements for Behavioral Health Treatment:** The Contractor shall notify AHCCCS of out of state placements and submit progress updates of members who remain in out of state placement for behavioral health treatment as specified in AMPM Policy 450 and Section F, Attachment F3, Contractor Chart of Deliverables.



**Rehabilitation Services:** The Contractor shall provide rehabilitation services which include:

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 (Health Promotion), and
4. Supported Employment [Psychoeducational Service (Pre-Job Training and Job Development) and Ongoing Support to Maintain Employment (Job Coaching and Employment Support)].

**Support Services:** Support services are provided to facilitate the delivery of, or enhance the benefit received from, other behavioral health services. These services include but are not limited to:

1. Provider Case Management,
2. Personal Care Services,
3. Home Care Training Family Services (Family Support),
4. Self-Help/Peer Services (Peer Support),
5. Therapeutic Foster Care (TFC),
6. Unskilled Respite Care, and
7. Transportation.

**Therapeutic Foster Care:** A family-based placement option for children with serious behavioral or emotional needs who can be served in the community with intensive support. Refer to AMPM Policy 320-W. The Contractor shall develop, and publish to its website, Therapeutic Foster Care (TFC) admission, continued stay, and discharge criteria for medical necessity which at a minimum includes the elements as specified in AMPM Policy 320-W. The Contractor shall submit the criteria for prior approval as specified in Attachment F3, Contractor Chart of Deliverables.

**Treatment Services:** Treatment services are provided by or under the supervision of behavioral health professionals to reduce symptoms and improve or maintain functioning. These services include:

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

The Contractor shall also provide behavioral health services as specified in Section D, Paragraph 11, Behavioral Health Service Delivery.

**Children's Rehabilitative Services:** The Contractor shall refer who are potentially in need to services related to CRS qualifying conditions, as specified in A.A.C. R9-22 Article 13, and A.R.S. Title 36 to AHCCCS/DMPS. The Contractor shall notify the member, or their parent/guardian/designated representative, when a referral to a specialist for an evaluation of a CRS condition will be made.

Refer to ACOM Policy 426 for the processes used to process referrals for a CRS designation. The Contractor shall provide covered services necessary to treat the CRS qualifying condition as well as other services specified within this Contract. The Contractor shall establish a process for the identification of members under the age of 21 with a CRS designation who have completed treatment for the CRS condition, and do not have any other CRS eligible conditions. The Contractor is responsible for notifying AHCCCS/DMPS of the date when a member with a CRS designation is no longer in need of treatment for the CRS qualifying condition(s) as specified in Section F, Attachment F3, Contractor Chart of Deliverable and ACOM Policy 426. The notification requirements specified above are applicable only to members under 21 years of age. In addition, the Contractor shall consider members with a CRS qualifying condition as members with special health care needs. Refer to Section D, Paragraph 10, Special Health Care Needs. The Contractor shall accept historical CRS identification numbers (IDs) as alternative member IDs for claims processing, as applicable.

***Chiropractic Services:*** The Contractor shall provide chiropractic services to members under age 21 when prescribed by the member's PCP and approved by the Contractor in order to ameliorate the member's medical condition. For Full Benefit Dual Eligible enrolled members under the age of 21, Medicare approved chiropractic services shall be covered subject to limitations specified in 42 CFR 410.21.

***Dental Services:*** The Contractor shall adhere to the Dental Uniform Prior Authorization List (List) and the Uniform Warranty List as specified in AMPM Policy 431. Requests for changes to the List shall be submitted to AHCCCS as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

*For members under the age of 21:* The Contractor shall provide all members under the age of 21 years with all medically necessary dental services including emergency dental services, dental screening, preventive services, therapeutic services, and dental appliances in accordance with the AHCCCS Dental Periodicity Schedule. The Contractor shall monitor compliance with the AHCCCS Dental Periodicity Schedule for dental screening services. The Contractor shall develop processes to assign members to a dental home by one year of age and communicate that assignment to the member. The Contractor shall regularly notify the oral health professional which members have been assigned to the provider's dental home for routine preventive care as specified in AMPM Policy 431. The Contractor is required to meet specific utilization rates for members as specified in Section D, Paragraph 22, Quality Management and Performance Improvement. The Contractor shall ensure that members are notified in writing when dental screenings are due if the member has not been scheduled for a visit. If a dental screening is not received by the member, a second written notice shall be sent. Members under the age of 21 may request dental services without referral and may choose a dental provider from the Contractor's provider network.

*For members 21 years of age and older:* Pursuant to A.A.C. R9-22-207, for members who are 21 years of age and older, the Contractor shall cover medical and surgical services furnished by a dentist only to the extent such services may be performed under State law either by a physician or by a dentist. These services would be considered physician services if furnished by a physician. Limited dental services are covered as specified in AMPM Policy 310-D1.

Pursuant to A.R.S § 36-2907(A) as amended by Arizona Senate Bill 1527 (2017), the Contractor shall provide adult members 21 years of age and older with emergency dental services, limited to a \$1,000 per member per contract year as specified in AMPM Policy 310-D1.

**Dialysis:** The Contractor shall provide medically necessary dialysis, supplies, diagnostic testing, and medication for all members when provided by Medicare-certified hospitals or Medicare-certified End Stage Renal Disease (ESRD) providers. Services may be provided on an outpatient basis or on an inpatient basis if the hospital admission is not solely to provide chronic dialysis services.

**Early and Periodic Screening, Diagnostic and Treatment Services:** The Contractor shall provide comprehensive health care services through primary prevention, early intervention, diagnosis, and medically necessary treatment to correct or ameliorate defects and physical or mental illnesses discovered by the screenings for members under age 21. Early and Periodic Screening, Diagnostic and Treatment (EPSDT) includes, but is not limited to, coverage of: inpatient and outpatient hospital services, laboratory and x-ray services, physician services, naturopathic services, nurse practitioner services, medications, dental services, therapy services, behavioral health services, medical equipment, medical appliances and medical supplies, orthotics, prosthetic devices, eyeglasses, transportation, and family planning services and supplies. EPSDT also includes diagnostic, screening, preventive, and rehabilitative services. The Contractor shall ensure that these members receive required health screenings and referrals as specified in AMPM Policy 430.

**Early Detection Health Risk Assessment, Screening, Treatment and Primary Prevention:** The Contractor shall provide health care services through screening, diagnostic, and medically necessary treatment for members 21 years of age and older. These services include, but are not limited to, screening and treatment for hypertension, elevated cholesterol, colon cancer, sexually transmitted diseases, tuberculosis, HIV/AIDS, breast cancer, cervical cancer, and prostate cancer. Nutritional assessment and treatment are covered when medically necessary to meet the needs of members who may have a chronic debilitating disease. Physical examinations, diagnostic workups, and medically necessary immunizations are also covered as specified in A.A.C. R9-22-202.

**Emergency Services:** The Contractor shall provide emergency services per the following [Section 1852(d)(2) of the Social Security Act, 42 CFR 457.1228, 42 CFR 438.114(b), 42 CFR 422.113(c)]:

1. Emergency services facilities adequately staffed by qualified medical professionals to provide pre-hospital, emergency care on a 24-hour-a-day, seven-day-a-week basis, for an emergency medical condition as defined by A.A.C. R9-22 Article 1. Emergency medical (physical and behavioral health) services, including Crisis Intervention Services are covered without prior authorization. The Contractor shall be responsible for educating members and providers regarding appropriate utilization of emergency room services including behavioral health emergencies [42 CFR 438.206(c)(1)(i)]. The Contractor shall monitor emergency service utilization (by both provider and member) and shall have guidelines for implementing corrective action for inappropriate utilization.

For 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 the purposes of this Contract, a prudent layperson is an individual who possesses an average knowledge of health and medicine,

2. All medical services necessary to rule out an emergency condition, and
3. Emergency transportation.

Per the Medicaid Managed Care regulations, 42 CFR 438.114, 42 CFR 422.113, and 42 CFR 422.133 the following conditions apply with respect to coverage and payment of emergency services:

The Contractor shall cover and pay for emergency services regardless of whether the provider that furnishes the service has a Contract with the Contractor. The Contractor may not deny payment for treatment obtained under either of the following circumstances [Section 1932(b)(2) of the Social Security Act, 42 CFR 457.1228, 42 CFR 438.114(c)(1)(i), 42 CFR 438.114(c)(1)(ii)(A)-(B)]:

1. A member had an emergency medical condition, including cases in which the absence of medical attention would not have resulted in the outcomes identified in the definition of emergency medical condition under 42 CFR 438.114, or
2. A representative of the Contractor (an employee or subcontracting provider) instructs the member to seek emergency medical services.

Additionally, the Contractor may not:

1. Limit what constitutes an emergency medical condition as defined in 42 CFR 457.1228 and 42 CFR 438.114, on the basis of lists of diagnoses or symptoms [42 CFR 457.1228, 42 CFR 438.114(d)(1)(i)-(ii)],
2. Refuse to cover emergency services based on the failure of the emergency room provider, hospital, or fiscal agent to notify the Contractor of the member's screening and treatment within ten calendar days of presentation for emergency services. Claims submission by the hospital within ten calendar days of the member's presentation for the emergency services constitutes notice to the Contractor. This notification stipulation is only related to the provision of emergency services [42 CFR 438.114(d)(1)(ii)], and
3. Require notification of Emergency Department treat and release visits as a condition of payment unless the plan has prior approval from AHCCCS.

A member who has an emergency medical condition may not be held liable for payment of subsequent screening and treatment needed to diagnose the specific condition or stabilize the patient [42 CFR 457.1228, 42 CFR 438.114(d)(2)].

The attending emergency physician, or the provider actually treating the member, is responsible for determining when the member is sufficiently stabilized for transfer or discharge, and such determination is binding on the Contractor responsible for coverage and payment. The Contractor shall comply with Medicaid Managed Care guidelines regarding the coordination of post stabilization care [42 CFR 457.1228, 42 CFR 438.114(d)(3), 42 CFR 422.113].

For additional information and requirements regarding emergency services, refer to A.A.C. R9-22-201 et seq. and 42 CFR 438.114.

**Emergency Triage, Treat, and Transport:** Services associated with Emergency Triage, Treat and Transport (ET3) provided by Emergency Transportation providers are covered when initiated by an emergency response system call, regardless of whether the provider that furnishes the services has a contract with the Contractor as specified in AMPM Policy 310-BB.

**End of Life Care:** A concept of care, for the duration of the member's life, that focuses on Advance Care Planning, the relief of stress, pain, or life limiting effects of illness to improve quality of life for a member at any age who is currently or is expected to experience declining health, or is diagnosed with a chronic, complex, or terminal illness. Refer to AMPM Policy 310-HH.

**Experimental Services:** AHCCCS does not cover experimental services (A.A.C. R9-22-203). However, refer to AMPM Policy 320-B for additional requirements and considerations for AHCCCS members who participate in experimental services.

**Family Planning Services:** The Contractor shall provide family planning services and supplies in accordance with the AMPM, and consistent with the terms of the Section 1115 Demonstration Waiver, for all members who choose to delay or prevent pregnancy. These include medical, surgical, pharmacological and laboratory services, as well as contraceptive devices. Information and counseling, which allow members to make informed decisions regarding family planning methods, are also included. [42 CFR 457.1230(d), 42 CFR 438.210(a)(4)(ii)(C)]. If the Contractor does not provide family planning services and supplies due to moral and religious objections, it shall Contract for these services through another health care delivery system or have an approved alternative in place, or AHCCCS will disenroll members who are seeking these services from the Contractor and assign them to another Contractor. The Contractor shall submit a Sterilization Report as specified in AMPM Policy 420 and Section F, Attachment F3, Contractor Chart of Deliverables.

**Genetic Testing:** Genetic testing and counseling are considered medically necessary when criteria are met as specified in AMPM Policy 310-II.

**Home and Community Based Services:** Services as specified in A.R.S. § 36-2931 and A.R.S. § 36-2939 provided to members with an institutional level of need who elect to receive HCBS instead of care in a Nursing Facility or Intermediate Care Facility for individuals with Intellectual Disabilities (ICF/IID). HCBS can be provided in the member's home or in other non-institutional settings that meet the definition of an Alternative HCBS Setting. Refer also to Section D, Paragraph 40, Responsibility for Nursing Facility Reimbursement for notification requirements.

**Home Health Services:** This service shall be provided under the direction of a physician to prevent hospitalization or institutionalization and may include nursing, therapies, supplies and home health aide services. It shall be provided on a part-time or intermittent basis. Refer to the AMPM for additional requirements for services provided under the home health benefit.

The Contractor is prohibited from paying for an item or service (other than an emergency item or service, not including items or services furnished in an emergency room of a hospital) for home health care services provided by an agency or organization, unless AHCCCS Provider Enrollment verifies compliance with the surety bond requirements specified in Sections 1861(o)(7) and 1903(i)(18) of the Social Security Act. Refer to AMPM Policy 310-I.

**Hospice Services:** Hospice services provide palliative and support care for terminally ill members and their family members or caregivers in order to ease the physical, emotional, spiritual and social stresses, which are experienced during the final stages of illness and during dying and bereavement. These services are covered for members who are certified by a physician as being terminally ill and having six months or less to live. See the AMPM for details on covered hospice services. Refer to AMPM Policy 310-J.

**Hospital:** The Contractor shall provide hospital services as specified in Contract and policy. Inpatient services include semi-private accommodations for routine care, intensive and coronary care, surgical care, obstetrics and newborn nurseries, and behavioral health emergency/crisis services. If the member's medical condition requires isolation, private inpatient accommodations are covered. Nursing services, dietary services, and ancillary services such as laboratory, radiology, pharmaceuticals, medical supplies, blood, and blood derivatives, etc. are also covered. Refer to AMPM Policy 310-K. For requirements regarding member transfers between facilities, Refer to AMPM Policy 530. Outpatient hospital services include any of the above services which may be appropriately provided on an outpatient or ambulatory basis (i.e., laboratory, radiology, therapies, ambulatory surgery). Observation services may be provided on an outpatient basis, if determined reasonable and necessary to decide whether the member should be admitted for inpatient care. Observation services include the use of a bed and periodic monitoring by hospital nursing staff and/or other staff to evaluate, stabilize or treat medical conditions of a significant degree of instability and/or disability. Refer to the AMPM for limitations on hospital stays. Refer to AMPM Policy 310-S.

**Hysterectomy:** AHCCCS covers medically necessary hysterectomy services as authorized by federal regulations 42 CFR 441.250 et seq. Refer to AMPM Policy 310-L.

**Immunizations:** The Contractor shall provide medically necessary immunizations for adults 21 years of age and older. The Contractor is required to meet specific immunization rates for members under the age of 21, which are specified in Section D, Paragraph 22, Quality Management and Performance Improvement. Refer to AMPM Policy 310-M and AMPM Policy 430.

**Incontinence Briefs:** In general, incontinence briefs (diapers) are not covered for members unless medically necessary to treat a medical condition. However, for AHCCCS members over three years of age and under 21 years of age incontinence briefs, including pull-ups and incontinence pads, are also covered to prevent skin breakdown and to enable participation in social community, therapeutic, and educational activities under limited circumstances.

For members in the ALTCS Program who are 21 years of age and older, incontinence briefs, including pull-ups and incontinence pads are also covered in order to prevent skin breakdown as specified in AMPM Policy 310-P. See A.A.C. R9-22-212 and AMPM Chapters 300 and 400.

**Laboratory Services:** Laboratory services for diagnostic, screening, and monitoring purposes are covered when ordered by the member's PCP, other attending physician or dentist, and provided by a free-standing laboratory or hospital laboratory, clinic, physician office or other health care facility laboratory with Clinical Laboratory Improvement Act (CLIA) licensure or a Certificate of Waiver. Refer to AMPM Policy 310-N.

Upon written request, the Contractor may obtain laboratory test data on members from a laboratory or hospital-based laboratory subject to the requirements specified in A.R.S. § 36-2903(Q) and (R). The data shall be used exclusively for quality improvement activities and health care outcome studies required and/or approved by AHCCCS.

The Contractor shall use laboratory testing sites that have either a Clinical Laboratory Improvement Amendments (CLIA) Certificate of Waiver or a Certificate of Registration with a CLIA identification number. Verify that laboratories satisfy all requirements in 42 CFR 493, Subpart A, General Provisions. The Contractor shall cover laboratory services for diagnostic, screening and monitoring purposes when ordered by the member's PCP, other attending physician or dentist, and provided by a CLIA approved free-standing laboratory or hospital laboratory, clinic, physician office or other health care facility laboratory. The Contractor shall require all clinical laboratories to provide verification of CLIA Licensure or Certificate of Waiver during the provider enrollment process. Failure to do so shall result in AHCCCS either terminating an active provider ID number or denial of initial registration.

The Contractor shall apply the following requirements to all clinical laboratories:

1. Pass-through billing or other similar activities with the intent to avoid the requirements in Sections above is prohibited,
2. Clinical laboratory providers who do not comply with the requirements in Sections above, may not be reimbursed,
3. Laboratories with a Certificate of Waiver are limited to providing only the types of tests permitted under the terms of their waiver, and
4. Laboratories with a Certificate of Registration are allowed to perform a full range of laboratory tests.

The Contractor shall manage and oversee the administration of laboratory services through subcontracts with qualified services providers to deliver laboratory services, obtain laboratory test data on Title XIX/XXI eligible members from a laboratory or hospital-based laboratory subject to the requirements in A.R.S. § 36-2903(Q) (1-6) and (R), upon written request, and use the data exclusively for quality improvement activities and health care outcome studies required and approved by AHCCCS.

**Lung Volume Reduction Surgery:** Long Volume Reduction Surgery (LVRS), or reduction pneumoplasty, is covered for persons with severe emphysema when performed at a facility approved by Medicare to perform this surgery and in accordance with all of the established Medicare guidelines and in accordance with AMPM Policy 320-G.

**Maternity Services:** The Contractor shall provide pregnancy identification, prenatal care, treatment of pregnancy related conditions, labor and delivery services, and postpartum care for members. Services may be provided by physicians, physician assistants, nurse practitioners, certified nurse midwives, or licensed midwives. Members may select or be assigned to a PCP specializing in obstetrics while they are pregnant. Members anticipated to have a low-risk delivery, may elect to receive labor and delivery services in their home from their maternity provider, if this setting is included in the allowable settings for the Contractor, and the Contractor has providers in its network that offer home labor and delivery services. Members receiving maternity services from a certified nurse midwife or a licensed midwife shall also be assigned to a PCP for other health care and medical services. A certified nurse midwife may provide those primary care services that they are willing to provide and that the member elects to receive from the certified nurse midwife. Members receiving care from a certified nurse midwife may also elect to receive some or all their primary care from the assigned PCP. Licensed midwives may not provide any additional medical services as primary care is not within their scope of practice. Members who transition to a new Contractor or become enrolled during their third trimester shall be allowed to complete maternity care with their current AHCCCS registered provider, regardless of contractual status, to ensure continuity of care. Refer to AMPM Policy 410.

For stillbirths meeting the medical criteria specified in AMPM Policy 410, the Contractor shall submit maternal and newborn delivery records as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

The Contractor shall allow women and their newborns to receive no less than 48 hours of inpatient hospital care after a routine vaginal delivery and no less than 96 hours of inpatient care after a cesarean delivery. The attending health care provider, in consultation with an agreement by the mother, may discharge the mother or newborn prior to the minimum length of stay. A normal newborn may be granted an extended stay in the hospital of birth when the mother's continued stay in the hospital is beyond the minimum 48 or 96 hour stay, whichever is applicable.

The Contractor shall inform all assigned AHCCCS pregnant women of voluntary prenatal HIV/AIDS testing and the availability of medical counseling, if the test is positive. The Contractor shall provide information in the Member Handbook and annually in the member newsletter, to encourage pregnant women to be tested and instructions about where to be tested. The Contractor shall report to AHCCCS the number of pregnant women who have been newly diagnosed as HIV/AIDS-positive for each quarter during the Contract Year as specified in Section F, Attachment F3, Contractor Chart of Deliverables and AMPM Policy 410.



**Medical Equipment and Appliances, Medical Supplies, and Prosthetic Devices:** Medical equipment and Appliances and medical supplies are covered under the home health benefit. Medical equipment including appliances, medical supplies, and prosthetic devices are covered when prescribed by the member's PCP, attending physician or practitioner, or by a dentist as specified in the AMPM. Prosthetic devices shall be medically necessary and meet criteria as specified in AMPM Policy 310-JJ. For persons age 21 or older, AHCCCS will not pay for microprocessor controlled lower limbs and microprocessor-controlled joints for lower limbs. Medical equipment and Appliances may be rented or purchased only if other sources are not available which provide the items at no cost. The total cost of the rental shall not exceed the purchase price of the item. Reasonable repairs or adjustments of purchased equipment are covered to make the equipment serviceable and/or when the repair cost is less than renting or purchasing another unit. Refer to AMPM Policy 310-JJ and AMPM Policy 310-P.

The Contractor shall ensure the provider network includes a choice of subcontractors for customized Medical Equipment and corrective appliances for members with special healthcare needs. The Contractor shall include, in the contract with the subcontractor, timeliness standards for creation, repair, and delivery of customized Medical Equipment and Appliances. The Contractor shall monitor the standards and take action when the subcontractor is found to be out of compliance.

**Medical Marijuana:** AHCCCS does not cover medical marijuana as a medical or pharmacy benefit. Refer to AMPM Policy 320-M.

**Members Transitioning from Home Opioid Treatment Program to another Receiving Opioid Treatment Program and Requiring Guest Dosing:** Guest dosing is consistent with Substance Abuse and Mental Health Services Administration's (SAMHSA's) guidance regarding medication safety and recovery support. An individual may be administered sufficient daily dosing from an Opioid Treatment Program (OTP) center other than their Home OTP Center when they are unable to travel to the Home OTP Center or when traveling outside of the home OTP center's area, for business, pleasure, or emergency.

The member may receive guest dosing from another OTP center (Guest OTP Center) within their GSA, or outside their GSA. Guest dosing may also be approved outside the State of Arizona when the member's health would be endangered if travel were required back to the state of residence [42 CFR 431.52].

A member may qualify for guest dosing when:

1. The member is receiving administration of Medication Assisted Treatment (MAT) services from SAMHSA-Certified Opioid Treatment Program (OTP),
2. The member needs to travel outside their Home OTP Center area,
3. The member is not eligible for take home medication, and
4. The Home OTP center (Sending OTP Center) and Guest OTP Center have agreed to transition the member to the Guest OTP center for a scheduled period of time.

The Contractor shall have policies and processes in place for providers that include at a minimum the following:

1. Title XIX/XXI members shall not be charged for guest dosing except as permitted by A.A.C. R9-22-702 *Charges to Members* and A.A.C. R9-22-711 *Copayments*,
2. Non-Title XIX/XXI eligible members shall not be charged copayments for guest dosing,
3. The **Sending OTP Center** shall:
  - a. Forward information to the Receiving OTP Center prior to the member's arrival, Information shall include at a minimum:
    - i. A valid release of information signed by the patient,
    - ii. Current medications,
    - iii. Date and amount of last dose administered or dispensed,
    - iv. Physician order for guest dosing, including first and last dates of guest dosing,
    - v. Description of clinical stability including recent alcohol or illicit drug abuse,
    - vi. Any other pertinent information,
  - b. Provide a copy of the information to the member in a sealed, signed envelope for the member to present to the Receiving OTP Center,
  - c. Submit notification to the Contractor of enrollment of the guest dosing arrangement, and
  - d. Accept the member upon return from the Receiving OTP Center unless other arrangements have been made.
4. The **Guest OTP Center** shall:
  - a. Respond to the Sending OTP Center in a timely fashion, verifying receipt of information and acceptance of the member for guest medication as quickly as possible,
  - b. Provide the same dosage that the patient is receiving at the member's Sending OTP Center, and change only after consultation with Sending OTP Center,
  - c. Bill the member's Contractor of enrollment for reimbursement utilizing the appropriate coding and modifier,
  - d. Provide address of Guest OTP Center and dispensing hours,
  - e. Determine appropriateness for dosing prior to administering a dose to the member. The Guest OTP Center has the right to deny medication to a patient if they present inebriated or under the influence, acting in a bizarre manner, threatening violence, loitering, or inappropriately interacting with patients,
  - f. Communicate any concerns about a guest-dosing the member to the Sending OTP Center including termination of guest-dosing if indicated, and
  - g. Communicate last dose date and amount back to the Sending OTP Center.

The Contractor of enrollment is responsible for reimbursement of services provided by the Guest OTP Center under a guest dosing arrangement.

AHCCCS reserves the right to request reporting of information regarding guest dosing arrangements.

**Metabolic Medical Foods:** Medical foods are covered within limitations defined in the AMPM for members diagnosed with a metabolic condition included under the ADHS Newborn Screening Program and as specified in the AMPM. The medical foods, including metabolic formula and modified low protein foods, shall be prescribed or ordered under the supervision of a physician. Refer to AMPM Policy 310-GG.

**Nursing Facility Services:** The Contractor shall provide services in nursing facilities, including religious non-medical health care institutions, for members who require short-term convalescent care not to exceed 90 days per Contract year. Refer to AMPM Policy 310-R. Members with an institutional level of need may opt to receive Home and Community Based Services (HCBS) instead of care in a nursing facility or intermediate care facility for individuals with intellectual disabilities (ICF/IID). As of October 1, 2021, there are no providers registered as religious non-medical health care institutions.

Nursing facility services shall be provided in a dually-certified Medicare/Medicaid nursing facility, which includes in the per-diem rate: nursing services; basic patient care equipment and sickroom supplies; dietary services; administrative physician visits; non-customized DME; necessary maintenance and rehabilitation therapies; over-the-counter medications; social, recreational, and spiritual activities; and administrative, operational medical direction services. Refer to Section D, Paragraph 40, Responsibility for Nursing Facility Reimbursement.

The Nursing Facility Services benefit is covered under 42 CFR 440.155(b).

The Contractor shall ensure members are screened using the Pre-Admission Screening and Resident Review (PASRR) prior to admission to a nursing facility as specified in AMPM Policy 680-C. Refer to Section D, Paragraph 11, Behavioral Health Service Delivery.

The Contractor shall notify the Assistant Director of AHCCCS/DMPS, by email, when a member has been residing in a nursing facility or receiving home and community-based services for 45 days. This will allow AHCCCS time to follow-up on the status of the ALTCS application, if the stay goes beyond the 90 day per Contract year maximum. The notice shall be sent via email to [HealthPlan45DayNotice@azahcccs.gov](mailto:HealthPlan45DayNotice@azahcccs.gov).

Notifications shall include:

1. Member Name,
2. AHCCCS ID,
3. Date of Birth,
4. Name of Facility,
5. Admission Date to the Facility,
6. Date the member will reach the 90 days, and
7. Name of Contractor of enrollment

**Nutritional Assessments and Nutritional Therapy:** Nutritional assessments are conducted as a part of the EPSDT screenings for members under age 21, and to assist members 21 years of age and older whose health status may improve with over- and under- nutritional intervention. Assessment of nutritional status on a periodic basis may be provided as determined necessary, and as a part of the health risk assessment and screening services provided by the member's PCP. Assessments may also be provided by a registered dietitian when ordered by the member's PCP. AHCCCS covers nutritional therapy on an enteral, parenteral, or oral basis, when determined medically necessary, according to the criteria specified in the AMPM, to provide either complete daily dietary requirements or to supplement a member's daily nutritional and caloric intake. Refer to AMPM Policy 310-GG.

**Organ and Tissue Transplants, and Related Immunosuppressant Drugs:** These services are covered within limitations defined in the AMPM for members diagnosed with specified medical conditions. Services include pre-transplant inpatient or outpatient evaluation, donor search, organ/tissue harvesting or procurement, preparation and transplantation services, and convalescent care. AHCCCS maintains specialty Contracts with transplantation facility providers for the Contractor's use or the Contractor may select its own transplantation provider. Refer to Section D, Paragraph 53, Reinsurance. Refer to AMPM Policy 310-DD.

**Orthotics:** Orthotics are covered for AHCCCS members under the age of 21 as specified in AMPM Policy 430. Orthotics are covered for AHCCCS members 21 years of age and older if all of the following apply, Refer to AMPM Policy 310-JJ:

1. The use of the orthotic is medically necessary as the preferred treatment option and consistent with Medicare guidelines,
2. The orthotic is less expensive than all other treatment options or surgical procedures to treat the same diagnosed condition, and
3. The orthotic is ordered by a physician or primary care practitioner.

Medical equipment may be rented or purchased only if other sources, which provide the items at no cost, are not available. The total cost of the rental shall not exceed the purchase price of the item. Reasonable repairs or adjustments of purchased equipment are covered for all members over and under the age of 21 to make the equipment serviceable and/or when the repair cost is less than renting or purchasing another unit. The component will be replaced if at the time authorization is sought documentation is provided to establish that the component is not operating effectively.

**Pharmaceutical Rebates:** The Contractor, including the Contractor's Pharmacy Benefit Manager (PBM), is prohibited from collecting and negotiating any rebates with drug manufacturers for preferred or other pharmaceutical products when AHCCCS has a supplemental rebate contract for the product(s) or therapeutic class.

If the Contractor or its PBM has an existing rebate agreement with a manufacturer, all outpatient drug claims, including provider-administered drugs for which AHCCCS is obtaining supplemental rebates, shall be excluded from such rebate agreements. For pharmacy related encounter data information, see Section D, Paragraph 68, Encounter Data Reporting.

Therapeutic classes covered under supplemental rebate agreements are provided on the weekly NDC file sent to contractors. The “preferred” products shall be available and notated on the Contractor’s Drug Lists exactly as they are listed on the AHCCCS Drug List found on the AHCCCS website. The Contractor shall comply with AMPM Policy 310-V.

Refer to Section D, Paragraph 36, Subcontracts for Pharmacy Benefit Manager Subcontract requirements.

**Pharmacy & Therapeutics Committee:** Pursuant to Executive Order 2018-06 requiring Transparency and Eliminating Undue Influence by Pharmaceutical and Medical Device Companies, AHCCCS has developed and implemented a formal Pharmacy & Therapeutics (P&T) Committee as an advisory Committee to AHCCCS. The P&T Committee is responsible for evaluating scientific evidence of the relative safety, efficacy, effectiveness, and clinical appropriateness of prescription drugs. The P&T Committee makes recommendations to AHCCCS on the development and maintenance of a statewide drug list and prior authorization criteria as appropriate. Committee members shall not participate in matters in which they have a potential conflict of interest and they shall evaluate information regarding individual drugs and therapeutic classes of drugs in an impartial manner emphasizing the best clinical evidence and cost effectiveness. Refer to ACOM Policy 111.

**Physician Services:** The Contractor shall provide physician services to include medical assessment, treatments, and surgical services provided by licensed allopathic or osteopathic physicians within the scope of practice.

**Podiatry Services:** Pursuant to A.R.S. § 36-2907, podiatry services performed by a podiatrist licensed pursuant to A.R.S. Title 32, Chapter 7 are covered for members when ordered by a primary care physician or primary care practitioner.

**Poststabilization Care Services:** Pursuant to A.A.C. R9-22-202, 42 CFR 457.1228, 42 CFR 438.114(e), 42 CFR 422.113(c)(2)(i)-(iv), 42 CFR 422.133, and 42 CFR 422.113(c)(2)(iii)(A)-(C) the following conditions apply with respect to coverage and payment of emergency and of poststabilization care services, except where otherwise noted in the Contract.

The Contractor shall cover and pay for poststabilization care services without authorization, regardless of whether the provider that furnishes the service has a Contract with the Contractor, for the following situations:

1. Poststabilization care services that were pre-approved by the Contractor,
2. Poststabilization care services that were not pre-approved by the Contractor because the Contractor did not respond to the treating provider’s request for pre-approval within one hour after being requested to approve such care or could not be contacted for pre-approval, or
3. The Contractor representative and the treating physician cannot reach agreement concerning the member’s care and a Contractor physician is not available for consultation.

In this situation, the Contractor shall give the treating physician the opportunity to consult with a Contractor physician and the treating physician may continue with care of the patient until a Contractor physician is reached or one of the criteria in 42 CFR 422.113(c)(3) is met.

Pursuant to 42 CFR 422.113(c)(3), the Contractor's financial responsibility for poststabilization care services that have not been pre-approved ends when:

1. A Contractor physician with privileges at the treating hospital assumes responsibility for the member's care,
2. A Contractor physician assumes responsibility for the member's care through transfer,
3. A Contractor representative and the treating physician reach an agreement concerning the member's care, or
4. The member is discharged.

***Pregnancy Terminations:*** AHCCCS covers pregnancy termination if the pregnant member suffers from a physical disorder, physical injury, or physical illness, including a life endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the member in danger of death unless the pregnancy is terminated; or the pregnancy is a result of rape or incest [42 CFR 441.202, Consolidated Appropriations Act of 2008].

The attending physician shall acknowledge that a pregnancy termination has been determined medically necessary by submitting the Certificate of Necessity for Pregnancy Termination to the Contractor. This form shall be submitted to the Contractor's Medical Director and meet the requirements specified in AMPM Policy 410. The Contractor shall submit the Certificates of Necessity for Pregnancy Termination and AHCCCS Verification of Diagnosis by Contractor for A Pregnancy Termination Request as specified in AMPM Policy 410 and Section F, Attachment F3, Contractor Chart of Deliverables. Additionally, the Contractor shall submit a Pregnancy Termination Report listing terminations have been authorized by the Contractor with Supporting Documentation as specified in AMPM Policy 410 and Section F, Attachment F3, Contractor Chart of Deliverables.

***Prescription Medications:*** Medications prescribed by a PCP, attending physician, dentist, or other AHCCCS authorized clinician and dispensed by an AHCCCS registered Pharmacy are covered subject to the requirements of AMPM Policy 310-V.

The Contractor's Drug Lists and prior authorization processes shall comply with AMPM Policy 310-V and AMPM Policy 1024. An Over-the-Counter medication may be prescribed as defined in AMPM Policy 310-V when it is equally effective and less costly than the same or similar prescription medication.

The Contractor's prior authorization criteria shall not be more restrictive than the criteria used by the AHCCCS Fee-For-Service Program [42 CFR Part 438].

The Contractor shall make available on the Contractor's website and in electronic or hard copy form, the following information [42 CFR 457.1207, 42 CFR 438.10(i)(1)-(2)]:

1. The Contractor's drug list(s) of medications shall include both the reference brand and generic names of each drug,
2. Each drug that requires prior authorization approval shall be notated on the drug list,
3. The Contractor's Drug List shall reflect all AHCCCS approved AHCCCS P&T Committee recommendations as follows:
  - a. October P&T Committee approved changes shall be effective on January 1,
  - b. January P&T Committee approved changes shall be effective on April 1,
  - c. May P&T Committee approved changes shall be effective on October 1, and
  - d. Other changes as requested by AHCCCS and specified by date.
4. The process for obtaining federal and state reimbursable medications that are not included on the drug list,
5. The prior authorization form with directions for non-urgent and urgent requests, and
6. The prior authorization criteria for drugs evaluated for coverage under the Contractor's prior authorization program. The Contractor shall provide the criteria or a link to the criteria on the Contractor's website.

The Contractor's drug lists shall be made available on the Contractor's website in a machine-readable file and format as specified by the Secretary [42 CFR 457.1207, 42 CFR 438.10(i)(3)]. Refer to ACOM Policy 404.

The Contractor, its contracted Pharmacy Benefit Manager (PBM), and the PBM's Pharmacy Network shall comply with the following:

1. Pharmacies shall not charge patients, under the AHCCCS program, the cash price for a prescription, other than an applicable copayment, when the medication is federally and state reimbursable and the prescription is ordered by an AHCCCS Registered Prescribing Clinician,
2. Pharmacies shall not split-bill the cost of a prescription claim to the Contractor's PBM for a patient under the AHCCCS Program. The Contractor's PBM's Pharmacy Network shall not allow a patient under the AHCCCS Program to pay cash for a partial prescription quantity for a federally and state reimbursable medication when the ordered drug is written by an AHCCCS Registered Prescribing Clinician,
3. Pharmacies are prohibited from auto-filling prescription medications,
4. Pharmacies shall not submit prescription claims to the contracted PBM for claims adjudication requesting reimbursement in excess of the Usual & Customary (U&C) price charged to the general public,
  - a. The sum of charges for the Submitted Ingredient Cost plus the dispensing fee shall not exceed a pharmacy's U&C Price for the same prescription, and
  - b. The U&C Submitted Ingredient Cost shall be the lowest amount accepted from any member of the general public who participates in the pharmacy provider's savings or discount programs including programs that require the member to enroll or pay a fee to join the program.

5. Pharmacies that purchase drugs at a Nominal Price outside of 340B or the Federal Supply Schedule shall bill their Actual Acquisition Cost of the drug to AHCCCS and the Contractor's PBM, and
6. PBM Network Pharmacies, at the discretion of the pharmacy staff, may deliver or mail prescription medications to an AHCCCS member or to an AHCCCS registered provider's office for a specific AHCCCS member.

The Contractor's PBM shall communicate the above to the Contractor's PBM for inclusion in current and future Pharmacy Network contracts.

**Medicare Part D:** The Medicare Modernization Act of 2003 (MMA) created the Medicare Part D prescription drug benefit for individuals enrolled in Medicare Part A and Medicare Part B coverages. Medicare Part D drug benefit plans cover prescription drugs as approved by the Centers for Medicare and Medicaid Services (CMS). For full benefit dual eligible members, AHCCCS covers medically necessary, federally and state reimbursable prescription drugs that are excluded from coverage by CMS under Medicare Part D benefit plans. CMS Medicare Part D excluded drugs, when ordered by a PCP, attending physician, dentist, or other authorized prescribing clinician, and dispensed by a pharmacist or a pharmacy intern acting under the direct supervision of a pharmacist in accordance with Arizona State Board of Pharmacy Rules and Regulations, are covered subject to the requirements of the AMPM Policy 310-V.

Prescription drugs and therapeutic classes that are eligible for coverage by a Medicare Part D drug benefit plan but are not specifically listed on the Medicare Part D Drug List, are considered to be covered by the Medicare Part D drug benefit plan and are not covered by AHCCCS. Refer to AMPM Policy 310-V. Additional detail for coverage of Medicare Part D prescription medications is contained in Section D, Paragraph 59, Medicare Services and Cost Sharing. The Contractor is required to cover over-the-counter medications that are not covered as part of the Medicare Part D prescription drug program and when the drug meets the requirements of the AMPM Policy 310-V. The Contractor is also required to cover a drug that is excluded from coverage under Medicare Part D by CMS when the drug is medically necessary and federally reimbursable.

**340B Drug Pricing Program:** All federally reimbursable drugs identified in the 340B Drug Pricing Program are required to be billed and reimbursed as noted below. Refer to A.R.S. § 36-2930.03 and A.A.C. R9-22-710 (C) for further details.

The Contractor is required to reimburse 340B entities and their employed or contracted prescribing clinicians in accordance with the payment methodology below:

1. Drugs dispensed by the 340B entity pharmacy shall be reimbursed at the lesser of the actual acquisition cost or the 340B ceiling price, plus a professional (dispensing) fee,
2. Physician administered drugs shall be reimbursed at the lesser of the actual acquisition cost or the 340B ceiling price and
3. The professional (dispensing) fee is not reimbursed and is not permitted when a physician administered drug is administered by the prescribing clinician.



The Contractor is required to comply with any changes to reimbursement methodology for 340B entities. Effective with a future date to be determined, all 340B entities will be required to submit prescription drug point-of-sale and physician-administered drug claims at the entity's actual acquisition cost. The Contractor shall reimburse these claims in accordance with the 340B reimbursement methodology as specified above under the *340B Drug Pricing Program*.

***Direct Acting Antiviral Medication Treatment:*** For AHCCCS prior authorization requirements for all members for coverage of direct acting antiviral medications for treatment of Hepatitis C Virus (HCV), Refer to AMPM Policy 320-N.

***Primary Care Provider Services:*** Primary Care Provider (PCP) services are covered when provided by a physician, physician assistant or nurse practitioner selected by, or assigned to, the member. The PCP provides primary health care and serves as a coordinator in referring the member for specialty medical services [42 CFR 457.123(c), 42 CFR 438.208(b)(1)]. The PCP is responsible for maintaining the member's primary medical record, which contains documentation of all health risk assessments and health care services of which they are aware whether or not they were provided by the PCP.

Female members, or members assigned female at birth have direct access to preventive and well care services from a gynecologist or other maternity care provider within the Contractor's network without a referral from a primary care provider.

***Program to Monitor Antipsychotic Medications Prescribed for Children:*** The Contractor shall monitor and manage the appropriate use of antipsychotic medications prescribed for children. The Contractor shall adhere to the prior authorization requirements as specified in AMPM Policy 310-V, including the submission of ad hoc requests as requested by AHCCCS.

***Radiology and Medical Imaging:*** These services are covered when ordered by the member's PCP, attending physician or dentist, and are provided for diagnosis, prevention, treatment, or assessment of a medical condition.

***Rehabilitation Therapy:*** The Contractor shall provide occupational, physical and speech therapies. Therapies shall be prescribed by the member's PCP or attending physician for an acute condition and the member shall have the potential for improvement due to the rehabilitation. Therapies provided under the home health benefit shall adhere to the requirements specified in AMPM Policy 310-X.

Occupational therapy is covered for all members in both inpatient and outpatient settings. Outpatient occupational therapy for acute care members 21 years of age or older are subject to visit limits per Contract year as specified in the AMPM.

Physical Therapy is covered for all members in both inpatient and outpatient settings. Outpatient physical therapy for members 21 years of age or older is subject to visit limits per Contract year as specified in the AMPM.

Speech therapy is covered for all members receiving inpatient hospital (or nursing facility services). Speech therapy services provided on an outpatient basis are only covered for members under the age of 21.

**Respiratory Therapy:** Respiratory therapy is covered when prescribed by the member's PCP or attending physician, and is necessary to restore, maintain, or improve respiratory functioning.

**Substance Abuse Transitional Facility:** A class of health care institution that provides behavioral health services to an individual over 18 years of age who is intoxicated or may have a substance abuse problem (A.A.C. R9-10-101).

**Transplant Services and Immunosuppressant Medications:** AHCCCS covers medically necessary transplant services and related immunosuppressant medications in accordance with Federal and State law and regulations. The Contractor shall not make payments for organ transplants not provided for in the Arizona State Plan except as otherwise required pursuant to 42 USC 1396d(r)(5) for individuals receiving services under EPSDT. The Contractor shall follow the written standards that provide for similarly situated individuals to be treated alike and for any restriction on facilities or practitioners to be consistent with the accessibility of high quality care to members per Sections (1903(i) and 1903(i)(1)) of the Social Security Act. Refer AMPM Policy 310-DD and the AHCCCS Reinsurance Policy Manual.

**Transportation:** These services include emergency and non-emergency medically necessary transportation. Emergency transportation, including transportation initiated by an emergency response system such as 911, may be provided by ground, air, or water ambulance to manage an AHCCCS member's emergency medical condition at an emergency scene and transport the member to the nearest appropriate medical facility. Non-emergency transportation shall be provided for members who are unable to provide or secure their own transportation for medically necessary services using the appropriate mode based on the needs of the member. Refer to AMPM Policy 310-BB. The Contractor shall ensure that members have coordinated, reliable, medically necessary transportation to ensure members arrive on-time for regularly scheduled appointments and are picked up upon completion of the entire scheduled treatment. For information regarding Contractor reimbursement of ground ambulance and emergency care transportation when a contract does not exist between the Contractor and the transportation provider, refer to ACOM Policy 205.

**Treat and Refer Services:** Interaction with an individual who has accessed 911 or a similar public emergency dispatch number, but whose illness or injury does not require ambulance transport to an emergency department based on the clinical information available at that time. The interaction shall include:

1. Documentation of an appropriate clinical and/or social evaluation,
2. A treatment/referral plan for accessing social, behavioral, and/or healthcare services that address the patient's immediate needs,
3. Evidence of efforts to follow-up with the patient to ascertain adherence with the treatment plan, and

4. Documentation of efforts to assess customer satisfaction with the treat and refer visit. Treat and Refer standing orders shall be consistent with medical necessity and consider patient preference when the clinical condition allows.

***Triage/Screening and Evaluation of Emergency Medical Conditions:*** These are covered services when provided by an acute care hospital, an IHS or 638 tribal facility, and urgent care centers to determine whether or not an emergency exists, assess the severity of the member's medical condition, and determine and provide services necessary to alleviate or stabilize the emergent condition. Triage/screening services shall be reasonable, cost effective and meet the criteria for severity of illness and intensity of service.

***Vision Services/Ophthalmology/Optomety:*** The Contractor shall provide emergency eye care, and all medically necessary vision examinations, prescriptive lenses, frames, and treatments for conditions of the eye for all members under the age of 21. For members who are 21 years of age and older, the Contractor shall provide emergency care for eye conditions which meet the definition of an emergency medical condition. In addition, cataract removal, and medically necessary vision examinations, prescriptive lenses and frames are covered if required following cataract removal.

Members shall have full freedom to choose, within the Contractor's network, a practitioner in the field of eye care, acting within the scope of their practice, to provide the examination, care or treatment for which the member is eligible. A "practitioner in the field of eye care" is defined to be either an ophthalmologist or an optometrist.

***Well Preventive Care:*** Well visits, such as, but not limited to, well woman exams, breast exams, and prostate exams are covered for members 21 years of age and older; refer to AMPM Policy 411. For members under 21 years of age, AHCCCS continues to cover medically necessary services under the EPSDT Program. Refer to AMPM Policy 430.

## 10. SPECIAL HEALTH CARE NEEDS

AHCCCS has specified in its *Quality Assessment and Performance Improvement Strategy* certain populations with special health care needs and the mechanisms used to identify individuals with special health care needs as defined by the State [42 CFR 457.1230(c), 42 CFR 438.208(c)(1)].

Members with special health care needs are those members who have serious and chronic physical, developmental, and/or behavioral conditions requiring medically necessary services of a type or amount beyond that required by members generally, that lasts or is expected to last one year or longer and may require ongoing care not generally provided by a primary care provider. The following populations meet this definition including, but not limited to:

1. Members with qualifying Children's Rehabilitative Services (CRS) conditions,
2. Members diagnosed with HIV/AIDS,
3. Members diagnosed with opioid use disorder, separately tracking pregnant members and members with co-occurring pain and opioid use disorder,
4. Members who are being considered for or are actively engaged in a transplant process and for up to one-year post transplant,
5. Members enrolled in the Arizona Long Term Care System:

- a. Members enrolled in the ALTCS program serving individuals who are elderly and/or have a physical disability, and
  - b. Members enrolled in the ALTCS program serving individuals who have a developmental and/or intellectual disability.
6. Members who are engaged in care or services through the Arizona Early Intervention Program (AzEIP),
  7. Members who are enrolled in the CHP,
  8. Members who transition out of the CHP up to one year post transition,
  9. Members with an SMI designation,
  10. Any child that has a CALOCUS level of 4, 5, or 6+,
  11. Members who have a Seriously Emotionally Disturbed (SED) diagnosis flag in the system,
  12. Substance exposed newborns and infants diagnosed with neonatal abstinence syndrome (NAS),
  13. Members diagnosed with Severe Combined Immunodeficiency (SCID), and
  14. Members with a diagnosis of autism or at risk for autism.

Many children with Special Health Care Needs, including children with CRS-qualifying medical conditions typically require complex care and are medically fragile. For these children, health care service delivery involves multiple clinicians, covering the entire continuum of care. In addition to a primary care provider, these children may receive services from subspecialists who manage care related to their condition(s) and coordinate with other specialty services including but not limited to behavioral health, pharmacy, medical equipment and appliances, therapies, diagnostic services, and telemedicine visits. Comprehensive care includes a multi-disciplinary team made up of subspecialists and caregivers such as pulmonologists, cardiologists, nutritionists, psychologists, and therapists. Because of the complexity of the needs of these children including multiple surgeries, hospitalization, and clinical care it is imperative that there be integrated health information and care coordination for the member. Services shall be provided using an integrated family-centered, culturally competent, multi-specialty, interdisciplinary approach that includes the following elements:

1. A process for using a centralized, integrated medical record that is accessible to the Contractor and service providers consistent with Federal and State privacy laws to facilitate well-coordinated, interdisciplinary care,
2. A process for developing and implementing a Service Plan accessible to the Contractor and service providers that is consistent with Federal and State privacy laws and that contains the clinical, medical, and administrative information necessary to monitor coordinated treatment plan implementation, and
3. Collaboration with individuals, groups, providers, organizations, and agencies charged with the administration, support, or delivery of services for persons with special health care needs.

AHCCCS monitors quality and appropriateness of care/services for routine and special health care needs members through annual Operational Reviews of Contractors and the review of required Contractor deliverables set forth in Contract, program specific performance measures, and performance improvement projects.

The Contractor shall implement mechanisms to comprehensively assess each member identified as having special health care needs, in order to identify any ongoing special conditions of the member which require a course of treatment or regular care monitoring, or transition to another AHCCCS program [42 CFR 457.1230(c), 42 CFR 438.208(c)(2) and (c)(3)(iii)-(v), 42 CFR 438.240(b)(4), 42 CFR 441.3010(c)(3)]. The assessment mechanisms shall use appropriate health care professionals with the appropriate expertise [42 CFR 457.1230(c), 42 CFR 438.240(c)(2) and 42 CFR 438.208(c)(2)]. The Contractor shall share with other entities providing services to that member the results of its identification and assessment of that member's needs so that those activities need not be duplicated [42 CFR 457.1230(c), 42 CFR 438.208(b)(4) and (c)(3)].

The Contractor shall ensure that members with special health care needs that are determined through assessment to need a course of treatment or regular care monitoring have an individualized physical and behavioral treatment or service plan. In addition, the Contractor shall conduct multi-disciplinary staffings for members with challenging behaviors or health care needs [42 CFR 457.1230(c), 42 CFR 438.208(c)(3)].

For members with special health care needs determined to need a specialized course of treatment or regular care monitoring, the Contractor shall have procedures in place to allow members to directly access a specialist (for example through a standing referral or an approved number of visits) as appropriate for the member's condition and identified needs [42 CFR 457.1230(c), 42 CFR 438.208(c)(4)]. For members transitioning, see Section D, Paragraph 8, Transition Activities.

The Contractor shall have a methodology to identify providers willing to provide a patient centered medical home for members with special health care needs that offers comprehensive, continuous medical care and extended access to services with the goal of obtaining maximized health outcomes.

The American Academy of Pediatrics (AAP) describes care from a medical home as:

1. Accessible,
2. Continuous,
3. Coordinated,
4. Family-centered,
5. Comprehensive,
6. Compassionate, and
7. Culturally effective.

#### **11. BEHAVIORAL HEALTH SERVICE DELIVERY**

Behavioral health needs shall be assessed, and services provided in collaboration with the member, the member's family and all others involved in the member's care, including other agencies or systems. Refer to AMPM Policy 541. Services shall be accessible and provided by competent individuals who are adequately trained and supervised. The strengths and needs of the members and their family shall determine the types and intensity of services. Services shall be provided in a manner that respects the member and family's cultural heritage and appropriately utilizes informal support in the member's community.

The Contractor shall adhere to the following requirements with respect to delivery of behavioral health services. Regardless of the type, amount, duration, scope, service delivery method, and population served, the Contractor's behavioral health service delivery system shall incorporate the following elements:

1. The System Values and Guiding Principles as specified in Section D, Paragraph 1, Purpose, Applicability, and Introduction,
2. Service delivery by providers that are appropriately licensed or certified, operating within their scope of practice, and registered as an AHCCCS provider,
3. Providers, acting within the lawful scope of their practice, are not prohibited, or otherwise restricted from communicating freely with members regarding their health care, medical needs, and treatment options, even if needed services are not covered by the Contractor [Section 1932(b)(3)(A) of the Social Security Act, 42 CFR 457.1222, 42 CFR 438.102(a)(1)(i)-(iv)]:
  - a. The member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered [42 CFR 438.102 (a)(1)(i)],
  - b. Information the member needs in order to decide among all relevant treatment options,
  - c. The risks, benefits, and consequences of treatment or non-treatment, the member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions [42 CFR 457.1220, 42 CFR 438.100(a)(1), 42 CFR 438.100(b)(2)(iv)],
4. Referral processes as specified in AMPM Policy 580,
5. Regular and ongoing training for providers and members to assist members with how to access services, including Non-Title XIX/XXI services. Contractors shall ensure providers coordinate care for members as appropriate to ensure services are delivered upon referral,
6. Conduct a behavioral health assessment and provide service and treatment planning following a Health Home model as specified in AMPM Policy 320-O,
7. Coordination and provision of peer and family delivered support services,
8. Adherence to General and Informed Consent requirements as outlined in AMPM Policy 320-Q,
9. Access to comprehensive care coordination across the continuum of healthcare and non-clinical healthcare-related needs and services,
10. Coordination and provision of quality health care services informed by evidence-based practice guidelines and in a cost-effective manner,
11. Coordination and provision of quality health care services that are culturally and linguistically appropriate, maximize personal and family voice and choice, and implement a trauma-informed care approach,
12. Coordination and provision of preventive and health promotion services, including wellness services,
13. Organization, training, implementation, and documentation of provider involved trainings/implementation to increase outreach, identification, referrals, and provision of services to under and uninsured individuals,

14. Coordination and provision of comprehensive care coordination and transitional care across settings; follow-up after crisis episodes, discharge from inpatient to other settings; participation in discharge planning; facilitating minimally disruptive transfers between systems of care, and outreach, engagement, re-engagement, and closure for behavioral health as specified in AMPM Policy 1040,
15. Coordination and provision of disease/chronic care management support, including self-management support Refer to AMPM Policy 1023,
16. Provision of covered services to members in accordance with all applicable Federal and State laws, regulations, and policies, including those listed by reference in this Contract,
17. Coordination and provision of integrated clinical and non-clinical health-care related services, and
18. Implementation of health information technology to link services, facilitate communication among treating professionals, and between the health team and individual and family caregivers.

The Contractor shall employ a phased-in implementation approach, as directed by AHCCCS to utilize the American Society of Addiction Medicine (ASAM) Criteria (Third Edition, 2013) in substance use disorder assessments, service planning, and level of care placement; and implement standardized substance use disorder assessments as specified in the AMPM. This includes substance use disorder assessments for members who have co-occurring mental health and substance use disorders. Beginning October 1, 2022, the Contractor shall utilize ASAM Continuum for substance use disorder assessments for members age 18 and older.

The Contractor shall submit, as specified in Section F, Attachment F3, Contractor Chart of Deliverables, a Provider Case Management Plan that addresses how the Contractor will implement and monitor provider case management standards and caseload ratios for adult and child members. The Provider Case Management Plan shall include performance outcomes, lessons learned, and strategies targeted for improvement. Following the initial submission, subsequent submissions shall include an evaluation of the Contractor's Provider Case Management Plan from the previous year. Refer to AMPM Policy 570.

The Contractor shall monitor and provide feedback on all corrective action plans written as a result of the findings in the case file review to ensure improved performance.

**Adult System of Care:** For adult members, the Contractor shall adhere to Nine Guiding Principles for Recovery-Oriented Adult Behavioral Health Services and Systems, that were developed to promote recovery in the adult behavioral health system; system development efforts, programs, service provision, and stakeholder collaboration shall be guided by these nine principles.

The Contractor shall ensure use of:

1. Standardized validated screening instruments by PCPs: The Contractor shall implement validated screening tools for Primary Care Providers (PCPs) to utilize for all adults related to behavioral health needs, social determinants of health, and trauma,

2. Streamlined service referral mechanism for PCPs: The Contractor shall implement a streamlined mechanism for PCPs to refer adults who are screened at risk for a behavioral health need to the appropriate behavioral health provider for further assessment, if not served through an integrated care provider,
3. Provider Case management services based upon a member's acuity and service needs. The Contractor shall comply with the requirements for provider case management standards and caseload ratios as specified in AMPM Policy 570,
4. Centers of Excellence: Refer to Section D, Paragraph 72, Value-Based Purchasing,
5. Implementation of Assertive Community Treatment (ACT), Supported Employment, and Peer-Run Organizations and Family-Run Organization services consistent with Substance Abuse and Mental Health Services Administration (SAMHSA) Best Practices.

**Children's System of Care:** For child members, the Contractor shall ensure delivery of services in conformance with Arizona Vision-Twelve Principles for Children Behavioral Health Service Delivery and shall abide by AHCCCS Appointment Standards specified in ACOM Policy 417.

The Contractor shall adhere to ACOM Policy 449 with regard to adopted children in accordance with A.R.S. § 8-512.01.

The Contractor shall promote Evidence Based Practices for Transition Aged Youth (16-24 years of age) through development and monitoring of evidence-based programming.

The Contractor shall ensure transition activities begin no later than 16 years of age. Activities shall be conducted according to AMPM Policy 280 Transition to Adulthood Behavioral Health System Practice. The Contractor shall also ensure that an SMI determination is initiated as clinically indicated by age 17.5 years.

The Contractor shall ensure provision of Trauma Informed Care (TIC) service delivery approaches, including routine trauma screenings and development of a network of TIC-certified therapists.

The Contractor shall promote service delivery for children ages birth through five, including screening and high need identification as directed by AHCCCS.

The Contractor shall promote expansion of services for children ages birth through five through training and monitoring of specialists as directed by AHCCCS and in alignment with Evidence Based Practices for this population (i.e., Infant Toddler Mental Health Coalition of Arizona (ITMHCA) standards).

The Contractor shall utilize Substance Use Disorders (SUD) screening tools to identify youth with substance use disorders and refer to SUD specialty services as appropriate.

The Contractor shall ensure the use of the Child and Adolescent Level of Care Utilization System (CALOCUS) (or other assessment, as directed by AHCCCS) by all contracted providers delivering services to children. CALOCUS assessments can be completed by any individual who has been trained to implement this assessment, and is practicing within their scope.



The Contractor shall monitor providers delivering behavioral health services to children to ensure implementation of the CALOCUS and that those administering the instrument have completed training. The Contractor shall submit a CALOCUS n Initial Monitoring Plan to AHCCCS for approval, and submit CALOCUS Monitoring Results, as specified in Section F Attachment F3, Contractor Chart of Deliverables.

The CALOCUS shall be administered within 45 days of the initiation of behavioral health services, and readministered at least every six months, or as significant changes occur in the life of the child. This may include but is not limited to; hospitalization, suicidal ideation or attempt, or discharge from inpatient, behavioral health short term residential treatment, or TFC.

In addition to the CALOCUS (or other assessment, as directed by AHCCCS), level of acuity and high-need determination for children ages six through 17 may be assessed through clinical evaluation.

Due to the potential for duplication of the CALOCUS assessment, scores shall be included in the clinical record, and the data file transmissions to the HIE and shared with the member's health home. Treating providers shall collaborate to ensure that differences in CALOCUS levels are addressed at the clinical level and through the CFT, if applicable.

The Contractor shall ensure that behavioral health providers comply with and use the AHCCCS Behavioral Health Practice Tools (AMPM Chapter 200):

The Contractor shall ensure use of:

1. *Standardized validated screening instruments by PCPs*

The Contractor shall implement validated screening tools for Primary Care Providers (PCPs) to utilize for all children to assess for behavioral health needs, social determinants of health, and trauma.

2. *Streamlined service referral mechanism for PCPs*

The Contractor shall implement a streamlined mechanism for PCPs to refer children who are screened at risk for a behavioral health need to the appropriate behavioral health provider for further assessment.

3. *Case management (provider level) services based upon a member's acuity and service needs*

The Contractor shall comply with the requirements for high needs provider case managers as specified in AMPM Policy 570.

4. *Community-Based Behavioral Health Services*

- a. The Contractor shall develop and maintain minimum network capacity standards for Specialist Support and Rehabilitation Services Providers,
- b. The Contractor shall develop and maintain minimum network capacity standards for Generalist Support and Rehabilitation Services Providers, and

- c. The Contractor shall develop and maintain minimum network capacity standards for Therapeutic Foster Care (TFC). The Contractor shall utilize TFC as an alternative to more restrictive levels of care when clinically indicated.

5. *Centers of Excellence*

Refer to Section D, Paragraph 72, Value-Based Purchasing.

6. *Fidelity Monitoring*

- a. Implement AHCCCS' method for in-depth quality review including necessary practice improvement activities as directed by AHCCCS,
- b. Implement protocols for Child and Family Team training/supervision and fidelity monitoring as directed by AHCCCS, and
- c. Implement AHCCCS-approved methodology for fidelity review of CALOCUS completion and scoring.

***Behavioral Health Services for School-Aged Children:*** The Contractor shall ensure the availability of behavioral health services for school-aged children in school settings, identified as Place of Service (POS) 03. The Contractor shall collaborate with schools and contracted providers to determine the extent of the services to be provided in individual schools. The Contractor shall submit a deliverable as specified in Section F, Attachment F3, Contractor Chart of Deliverables to report on a number of items regarding the services provided in this setting.

***Contractor Responsibilities:*** For all enrolled members, the Contractor is responsible for the following:

***Access to Behavioral Health Services:*** Members may self-refer to a behavioral health provider, or be referred by providers, schools, State agencies, or other parties. The Contractor shall be responsible for meeting the appointment standards found in Section D, Paragraph 32, Appointment Standards.

***Arizona State Hospital Discharges: Arizona State Hospital Discharges:*** AHCCCS enrolled members who are residing in the AzSH and who require physical health services that are not provided by AzSH during their stay, will receive services at Valleywise Health Center and/or Valleywise Medical Center. Refer to AMPM Policy 1021.

The Contractor shall provide reimbursement for medically necessary physical health services for populations served under this Contract under one of the two following arrangements:

1. A contractual agreement with Valleywise Health Center clinics including Valleywise Medical Center and Valleywise Health Center physicians, to provide all medically necessary services. MIHS will be assigned to provide primary care services for all members residing in AzSH, or
2. In the absence of a contractual agreement, the Contractor shall be responsible for coordination of care, prior authorization processes, claims payments, and provider and member issues for all services delivered by Valleywise Health Center. The Contractor shall provide a seamless and obstacle free process for the provision of services and payment.

Emergency services for AzSH residents will be provided by the Valleywise Medical Center and shall be reimbursed by the Contractor regardless of prior authorization or notification. Physical health related pharmacy services for AzSH residents will be provided by AzSH in consultation with the Contractor. The Contractor is responsible for such payment.

The Contractor shall monitor and coordinate care for members who are admitted to AzSH, or awaiting admission to AzSH, and monitor those who have been discharged or determined discharge ready from AzSH as specified in AMPM 1021. The Contractor is required to report to AHCCCS, as specified in Section F, Attachment F3, Contractor Chart of Deliverables, Contractor Monitoring of AzSH Admissions and Discharges.

***Behavioral Health Clinical Chart Audit Findings and Summary Report:*** Until further notice, AHCCCS will continue the suspension of the Behavioral Health Clinical Chart Audit process, Findings and Summary Report. It is AHCCCS' intention to reinitiate the audit activities once there are clear indications that the effects from the COVID-19 emergency are mitigated. Re-initiation efforts will be conducted in a manner that promotes transparency and collaboration across health plans, providers, and members of the community. Further, the process will focus on further enhancement of the existing tool to facilitate measurement of member outcomes that are meaningful and that promote alignment with nationally recognized outcome measurement.

Upon finalization and approval of the tool, and notification by AHCCCS to re-initiate the audit process, the Contractors shall conduct a Clinical Chart Audit of the behavioral health care provided to their members. This shall include identifying and completing necessary practice improvement activities as directed by AHCCCS. An analysis of the findings shall include a report of overall trends indicating which audit sections or individual requirements did not meet the minimum threshold requirements of 85 percent across the sample of providers that were audited. An analysis of the findings shall be submitted to AHCCCS as specified in Section F, Attachment F3, Contractor Chart of Deliverables, AMPM Policy 910, and AMPM Policy 940.

Clinical Chart Audits are required for the following provider types: Behavioral Health Outpatient Clinics (Provider Type-77) and any other provider type as directed by AHCCCS. The Contractor shall accept NCQA accreditation as a Patient Centered Medical Home (PCMH) with Behavioral Health Distinction as evidence that the provider has met the standards of the audit. The Contractor shall not include these providers in its chart audit sample.

To meet these requirements, the Contractor may independently perform the review or subcontract with a third party vendor approved by AHCCCS. Regardless of whether the Contractor performs the audit or chooses a third party vendor, the audit process should result in minimal burden to the behavioral health providers (e.g., no more than one Contractor should review the same provider within the same year, but all contracted providers, with the provider type designations identified above, should be audited). If applicable, the Contractor shall provide to assure that the third party vendor performs the review as required and that results are accurate. The Clinical Chart Audit shall be conducted by licensed Behavioral Health Professionals (BHPs) or Behavioral Health Technicians (BHTs), with a minimum of three years' experience as a BHT and under the supervision of a BHP.

The Contractor shall utilize a standardized behavioral health tool as developed by AHCCCS. Reviews shall be completed based on a sample of member records. A stratified random sampling methodology, representative of the provider's member population, relative to the contractual relationship between the provider and Contractor conducting the audit. The sample size shall not exceed an "n" of 30 charts per provider. In instances of a provider having less than 30 charts, the total number of clinical charts for that provider shall be included in the audit.

The Contractor shall notify its providers in advance of the intent to audit. Notification shall include at minimum:

1. Start date of the audit,
2. Sample and oversample list, if applicable,
3. AHCCCS Audit Tools and Operational Definitions applicable to the Audit Sample,
4. Audit Review Period,
5. Process by which Contractor will provide feedback and activities related to monitoring the need for corrective action by providers based on deficient findings as a result of the audit; this should include notification of the quality of care issues or trends found as a result of the audit (with member information redacted), and
6. The methods to be used to ensure member privacy.

The Contractor shall monitor and provide feedback on all corrective action plans written as a result of the findings in the case file review to ensure improved performance.

**Community Service Agencies:** The Contractor may contract with community service agencies for the delivery of covered behavioral health services. Refer to AMPM Policy 965.

**Conditional Release:** The Contractor shall, in accordance with AMPM Policy 1021, provide high touch Contractor care management or other behavioral health and related services to members on Conditional Release from the Arizona State Hospital (AzSH) consistent with the Conditional Release Plan (CRP) issued by the PSRB. This includes but is not limited to coordination with AzSH for discharge planning; participating in the development of conditional release plans; member outreach and engagement to assist the Psychiatric Review Board (PSRB) in evaluating compliance with the approved conditional release plan; attendance in outpatient staffings at least once per month; care coordination with the member's treatment team and providers of both physical and behavioral health services, and routine delivery of comprehensive status reporting to the PSRB. The Contractor shall submit deliverables as specified in Section F, Attachment F3, Contractor Chart of Deliverables, to support an individual's conditional release into the community. The Contractor shall also identify a key clinical single point of contact at the Contractor as specified in AMPM Policy 1021 who is responsible for collaboration with AzSH and the PSRB and remediation of identified concerns. The Contractor may not delegate the Contractor care management functions to a subcontracted provider. In the event a member violates any term of his or her CRP the Contractor shall immediately notify the PSRB and provide a copy to AHCCCS and AzSH. The Contractor further agrees and understands it shall follow all obligations, including those stated above, applicable to it as set forth in A.R.S. § 13-3994.

The Contractor shall develop policies that outline its role and responsibility related to the treatment of individuals who are unable or unwilling to consent to treatment. The policy shall address:

1. Involuntary evaluation/petitioning
2. Court ordered process, including tracking the status of court orders
3. Execution of court order, and
4. Judicial review

**Evidence Based Practice:** The Contractor shall develop, manage, and monitor provider use of Evidence Based Programs and Practices (EBPP) to ensure that services are offered and delivered in a culturally appropriate manner. These EBPP must specifically include, but are not limited to:

1. Assessment,
2. Engagement,
3. Treatment planning,
4. Service delivery,
5. Inclusion of recovery interventions,
6. Discharge planning,
7. Relapse prevention planning,
8. Harm reduction efforts,
9. Data and outcome collection,
10. Post-discharge engagement,
11. Trauma Informed Care,
12. Gender based treatment,
13. Providing care and treatment to individuals based upon their unique needs, including for,
  - a. Individuals within the LGBTQIA+ community,
  - b. Individuals who are involved with the Criminal Justice system, and
  - c. Adolescents.
14. Development and use of Promising Practices if no EBPP is available.

EBPPs shall be used by all providers for the treatment of SUD, including MAT, and shall be integrated into all services that the member receives, as appropriate.

**Integrated Health Care Service Delivery:** The Contractor shall increase and promote the availability of integrated, whole person care for members with chronic behavioral and physical health conditions that will help members achieve better overall health and an improved quality of life.

The Contractor shall develop and promote care integration activities such as establishing integrated settings which serve members' primary care and behavioral health needs and encouraging member utilization of these settings. The Contractor shall consider the behavioral health needs, in addition to the primary health care needs of members during network development and provider contracting to ensure member access to care, care coordination, and management, and to reduce duplication of services.

***Mental Health Parity:*** CMS issued the Mental Health Parity and Addiction Equity Act (MHPAEA) final rule on March 30, 2016. The regulation, in general, prohibits the application of more restrictive limits to mental health/substance use disorder benefits than to medical/surgical benefits. The Contractor shall:

1. Not apply any financial requirement or treatment limitation to mental health or substance use disorder benefits in any classification that is more restrictive than the predominant financial requirement or treatment limitation of that type applied to substantially all medical/surgical benefits in the same classification furnished to members (whether or not the benefits are furnished by the same Contractor) [42 CFR 438.910(b)(1).
2. If a member is provided mental health or substance use disorder benefits in any classification of benefits (inpatient, outpatient, emergency care, or prescription drugs), mental health or substance use disorder benefits shall be provided to the member in every classification in which medical/surgical benefits are provided [42 CFR 438.910(b)(2)].
3. Not apply any cumulative financial requirements for mental health or substance use disorder benefits in a classification (inpatient, outpatient, emergency care, prescription drugs) that accumulates separately from any established for medical/surgical benefits in the same classification [42 CFR 438.910(c)(3)].
4. Not impose Non-Quantitative Treatment Limits (NQTLs) for mental health or substance use disorder benefits in any classification unless, under the policies and procedures of the Contractor as written and in operation, any processes, strategies, evidentiary standards, or other factors used in applying the NQTL to mental health or substance use disorder benefits in the classification are comparable to, and are applied no more stringently than, the processes, strategies, evidentiary standards, or other factors used in applying the limitation for medical/surgical benefits in the classification.
5. Refer to ACOM Policy 110 for more detailed information and requirements.

The Contractor shall demonstrate that services are delivered in compliance with mental health parity consistent with 42 CFR Part 457, 42 CFR Part 438, and ACOM Policy 110. The Contractor shall submit documentation which demonstrates compliance with mental health parity as promulgated under 42 CFR Part 438 and as specified in Attachment F3, Contractor Chart of Deliverables. Additionally, the Contractor shall submit a Parity Analysis Deficiency Report as specified in Section F, Attachment F3, Contractor Chart of Deliverables identifying parity deficiencies and a plan of how the Contractor will come into compliance within the same quarter as the submission. The Contractor may be required to participate with and respond to inquiries from AHCCCS and/or an AHCCCS contracted consultant regarding Contractor policies and procedures requiring review to determine compliance with mental health parity regulations.

In the event that a Contract modification, amendment, novation or other legal act changes, limits, or impacts compliance with the mental health parity requirement, the Contractor agrees to conduct an additional analysis for mental health parity in advance of the execution of the Contract change. Further, the Contractor shall provide documentation of how the requirements of 42 CFR 438 are met with submission of the contract change; and how sustained compliance shall be achieved. The Contractor shall certify compliance with mental health parity requirements before contract changes become effective.

The Contractor may be required to cover, in addition to services covered under the Arizona State Plan, any services necessary for compliance with the requirements for parity in mental health and substance use disorder benefits in 42 CFR part 438, subpart K. The contract identifies the types and amount, duration, and scope of services consistent with the analysis of parity compliance conducted by either the State or the MCO.

**Member Education:** The Contractor shall be responsible for including information in the Member Handbook and other materials to inform members how to access covered behavioral health services. Materials shall include, but not be limited to, information about behavioral health conditions that may be treated by a Primary Care Provider (PCP) within their scope of practice. Refer to the AMPM Chapter 300 for covered behavioral health services.

**Monitoring, Training, and Education:** The Contractor is responsible for training all staff who will have contact with members, staff who will be involved in any coordination of care for members, and providers, in sufficient detail and frequency, to identify and screen for members' behavioral health needs. At a minimum, training shall include information regarding:

1. The Nine Guiding Principles for Recovery-Oriented Adult Behavioral Health Services and Systems,
2. The Arizona Vision-Twelve Principles for Children Behavioral Health Service Delivery,
3. The ten Principles of Wraparound,
4. Covered behavioral health services and referrals,
5. How to access services,
6. Petitioning and court-ordered evaluation processes provided for in A.R.S. Title 36 (Ch. 5, Article 4), and
7. How to involve the member and their family in decision-making and service planning.

The Contractor shall establish policies and procedures for referral and consultation and shall describe them in its provider manual. Training for staff and providers may be provided through employee orientation, clinical in-services, and/or information sharing via newsletters, brochures, etc.

**Non-Title XIX/XXI Behavioral Health Services:** Refer to Section D, Paragraph 9, Scope of Services.

**Monitoring of Behavior Analysis:** The Contractor shall monitor and coordinate care for members receiving Behavior Analysis. The Contractor shall maintain a sufficient network to ensure the needs of the population are met.

The Contractor is required to submit a Behavior Analysis Benefit Report as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

The Contractor monitoring of the Behavior Analysis Benefit Report shall include the number of:

1. Members with a diagnosis of ASD who have been approved to receive Behavior Analysis,
2. Members without a diagnosis of ASD who have been approved to receive Behavior Analysis, and list diagnosis(es) that is being treated with Behavior Analysis (code and diagnosis name with any qualifiers),
3. Hours, on average per week, for direct therapy for each enrolled member receiving Behavior Analysis,
4. Hours, on average, of supervision each week per clinical case provided for all enrolled members receiving Behavior Analysis (at least one hour of supervision per forty hours of direct therapy per clinical case is to be minimum expectation).
5. Members who are receiving Comprehensive Intervention (25-40 hours of direct treatment per week),
6. Members over the age of nine who are receiving comprehensive intervention,
7. Members who are receiving Focused Intervention (less than 25 hours per week), and
8. Other reporting as requested by AHCCCS.

***Opioid Use Disorder Treatment Programs:*** The Contractor shall monitor and report on the availability of OUD treatment services and submit an OUD Provider List as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

***Outreach:*** For Services pertaining to outreach refer to Section D, Paragraph 23, Medical Management.

***Pre-Admission Screening and Resident Review Requirements (42 CFR Part 483, Subpart C):*** The Contractor shall ensure that, prior to admission of a member to a nursing facility, the nursing facility has performed a Pre-Admission Screening and Resident Review (PASRR) Level I screening and, when indicated, that the appropriate entity has performed a PASRR Level II evaluation as specified in the AMPM Policy 680-C. When the result of the PASRR Level I screening indicates that the member has an intellectual disability, DES conducts the Level II evaluation. When the result of the PASRR Level I screening indicates that the member has a mental illness, the RBHA conducts the Level II evaluation. The purpose of the PASRR Level II evaluation is to determine whether a member who has a mental illness or an intellectual disability needs the level of care provided in a nursing facility and/or needs specialized services. When the PASRR Level II evaluation determines that the member needs a different level of care than can be provided in a nursing facility, the Contractor shall arrange for the provision of other covered services appropriate to the member's needs. When the PASRR Level II evaluation determines that the member needs specialized services while in the nursing facility, the Contractor shall arrange for the provision of covered specialized services appropriate to the member's needs. Failure to have the proper PASRR screening prior to placement of members in a nursing facility may result in Federal Financial Participation (FFP) being withheld from AHCCCS. Should withholding of FFP occur, AHCCCS will recoup the withheld amount from a Contractor's subsequent capitation payment.



The Contractor may, at its option, recoup the withholding from the nursing facility, that admitted the member without the proper PASRR.

***Permanent Supportive Housing Coordination:*** Safe, stable, and affordable housing aligned and coordinated with an individual's behavioral health, medical, and other supportive services, consistent with the member's needs and goals in the least restrictive community setting, is a critical component of an individual's overall well-being and care. Any of these services may be medically necessary if those services assist members to secure or maintain permanent housing placement. The Contractor shall be responsible for complying with all ACOM Policy 448 requirements related to assessment of, coordination with, and supports to, assist members in attaining and maintaining housing as part of their independent living goals and service planning for members housing needs and related services. The Contractor shall ensure housing needs are evaluated by providers as part of identifying independent living goals and service planning and that all members have information about, and assistance securing, available housing resources including market rate, mainstream subsidy, and AHCCCS subsidized housing programs.

The Contractor shall attend the quarterly AHCCCS Housing Meeting and submit Housing deliverables as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

The Contractor shall track and report on the Housing request and referral system used by the Contractor. The Contractor shall submit a Supportive Housing Report for all members who have requested or been referred for housing assistance as specified in Section F, Attachment F3, Contractor Chart of Deliverables. The Supportive Housing Report shall include information regarding members who have been identified as having an affordable housing need, through the Contractor's established process/system for members to request and be referred to affordable housing resources, including those members referred to the Housing Administrator for Non-Title XIX/XXI supportive housing services (rent/utility subsidies and relocation services). Additionally, the Supportive Housing Report shall include the following:

1. Member Name,
2. AHCCCS ID,
3. SMI Indicator,
4. Currently Homeless
5. Date of Member Request,
6. Date of Housing Referral to Housing Provider,
7. Date Housing Provider made direct contact with Referred Member or Designated Representative (voice message/email/regular mail do not qualify),
8. Outcome of Housing Referral,
9. Date Housed,
10. New Address, and
11. VI-SPDAT or other standardized housing need assessment tool if utilized (e.g., CALOCUS, or other standardized housing need/assessment tool).

**Homeless Management Information System:** AHCCCS encourages coordination and collaboration with other systems of care that serve its members in order to improve health outcomes. Because of the documented intersection between AHCCCS members with acute mental and physical health needs and homelessness, AHCCCS intends to coordinate with the Lead Agencies and HMIS Administrators in all three HUD-recognized Homeless Continuum of Care (CoC) (Maricopa Regional CoC, the Tucson-Pima CoC and the Balance of State CoC) to develop data sharing between AHCCCS and their HUD-mandated Homeless Management Information Systems (HMIS). Through this data sharing and coordination, AHCCCS intends to improve member access to resources, improve health and housing outcomes, improve provider service delivery, and enhance intra and inter system coordination for AHCCCS and the CoCs.

AHCCCS requires all contracted Managed Care Organizations to support this effort by ensuring key program and operational staff participate in the planning and implementation of data sharing structure and protocols. The Contractor shall participate in any additional activities to support this such as:

1. Enrollment/participation in the CoC HMIS system for all GSAs in which the Managed Care Organization is providing services,
2. Timely entry and upload of designated AHCCCS member data into HMIS and/or AHCCCS systems using defined standards,
3. Compliance with all AHCCCS and HUD HMIS legal standards around data releases and confidentiality,
4. Participation in discussion around care coordination and collaboration including CoC Coordinated Assessment and development of CoC waitlists,
5. Commitment to improved case coordination based on data informed approaches based on data from sharing,
6. Participation in any shared reporting and evaluation related to HMIS/AHCCCS data sharing,
7. Support of training and ongoing participation of designated provider staff in HMIS protocols,
8. Covering any agency or user fees associated with HMIS usage, and
9. Any other necessary duties and tasks identified in planning process.

**Primary Care Provider Medication Management Services:** In addition to treating physical health conditions, the Contractor shall allow Primary Care Provider (PCPs) to treat behavioral health conditions within their scope of practice. For purposes of medication management, it is not required that the PCP be the member's assigned PCP. PCPs who treat members with behavioral health conditions may provide medication management services including prescriptions, laboratory, and other diagnostic tests necessary for diagnosis, and treatment. For the antipsychotic class of medications, prior authorization may be required. For PCPs prescribing medications to treat Substance Use Disorders (SUDs), the PCP shall refer the member to a behavioral health provider for the psychological and/or behavioral therapy component of the Medication Assisted Treatment (MAT) model and coordinate care with the behavioral health provider. The Contractor is responsible for these services both in the prospective and prior period coverage timeframes.

**Referrals:** The Contractor shall develop, monitor, and continually evaluate its processes for timely referral, assessment, service, and treatment planning for behavioral health services. The Contractor shall have identified staff members to ensure that requests for behavioral health services made by the member, family, guardian, or any health care professional are referred within one business day to ensure that the request for services results in the member receiving a referral to a behavioral health provider. Refer to Section D, Paragraph 32, Appointment Standards and ACOM Policy 417.

A direct referral for a behavioral health assessment may be made by the member or any health care professional.

For referrals received from a PCP requesting a member receive a psychiatric evaluation or medication management, an appointment with a behavioral health medical professional shall be provided according to the needs of the member and within AHCCCS appointment standards with appropriate interventions to prevent a member from experiencing a lapse in medically necessary psychotropic medications.

Refer to AMPM Policy 520 for information regarding additional requirements for referrals resulting in Out of Service Area Placement for Members with SMI.

Refer to Section D, Paragraph 31, Referral Management Procedures and Standards.

**Serious Mental Illness Eligibility:** The Contractor shall ensure persons who may meet the Serious Mental Illness (SMI) eligibility criteria are identified and assessed by qualified clinicians as specified in AMPM Policy 320-P.

Members who are determined to have an SMI may later request, and be granted, the option to transfer his or her physical health care services (opt-out) from the assigned RBHA as specified in ACOM Policy 442.

**Serious Mental Illness Decertification:** The process that results in the removal of the SMI behavioral health category designation from the member's record. An SMI Decertification may occur in one of the following ways:

**Administrative:** A member who has an SMI designation may request an SMI Administrative Decertification if the member has not received behavioral health services for a period of two or more years. The Contractor shall direct the member to notify AHCCCS/DHCM, Customer Service; AHCCCS will evaluate the member's request and make a determination.

**Clinical:** An SMI Clinical Decertification is a determination that a member who has an SMI designation no longer meets SMI criteria. The Contractor shall coordinate with the AHCCCS designee which conducts SMI eligibility determinations. The AHCCCS designee will evaluate the submitted documents to determine if there is sufficient clinical documentation for SMI decertification.

***Serious Mental Illness Eligibility Evaluations and Determination:*** Payment for evaluations conducted for the purpose of an SMI eligibility determination is the responsibility of the Contractor and may not be conducted by Contractor staff. The Contractor is responsible for coordinating SMI eligibility evaluations, including urgent evaluations when a member is hospitalized for psychiatric reasons. The Contractor shall ensure SMI eligibility evaluations (including decertifications) and all required documentation is completed accurately and referred timely and comprehensively to the AHCCCS designee authorized to render SMI Eligibility Determinations.

As part of the Contractor's care management and/or high needs/high cost program, as specified in Section D, Paragraph 23, Medical Management, the Contractor shall have a robust process to identify and refer members who may meet SMI eligibility criteria to receive an SMI eligibility assessment as specified in AMPM Policy 320-P. The Contractor shall ensure SMI Eligibility Determination Evaluation Packets include at a minimum, the following documentation:

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

The Contractor shall cooperate with AHCCCS and the SMI Eligibility determination designee by establishing and implementing systems or processes for communication, consultation, data sharing, and the exchange of information.

The Contractor shall comply with all requirements specified in AMPM Policy 320-P.

Adherence to these requirements may be subject to review through AHCCCS audits and/or Operational Reviews.

***Sharing of Data:*** On a recurring basis (no less than quarterly based on adjudication date), AHCCCS shall provide the Contractor an electronic file of claims and encounter data for members enrolled with the Contractor who have received services, during the member's enrollment period, from another contractor or through AHCCCS FFS for purposes of member care coordination. Data sharing will comply with Federal privacy regulations.

***Specific Requirements for Services to American Indians:*** The Contractor shall ensure that all covered behavioral health services are available to American Indian members, whether they live on or off reservation. The Contractor is not responsible for payment of behavioral health services provided to Title XIX American Indian members by an IHS or 638 tribal facility, even if the member is enrolled with the Contractor. The Contractor is responsible for payment of behavioral health services provided to Title XXI American Indian members by an IHS or 638 tribal facility, when the member is enrolled with the Contractor.

***Transfer of Care:*** When a PCP has initiated medication management services for a member to treat a behavioral health disorder, and it is subsequently determined by the PCP that the member should be transferred to a behavioral health provider for evaluation and/or continued medication management services, the Contractor shall require and ensure that the PCP coordinates the transfer of care. All affected subcontracts shall include this provision. The Contractor shall establish policies and procedures for the transition of these members for ongoing treatment. The Contractor shall ensure that PCPs maintain continuity of care for these members. Refer to AMPM Policy 510 and 520.

## **12. AHCCCS GUIDELINES, POLICIES AND MANUALS**

All AHCCCS guidelines, policies, and manuals, including but not limited to, ACOM, AMPM, and Reporting Guides, are hereby incorporated by reference into this Contract. Guides and manuals are available on the AHCCCS website. Refer to ACOM Policy 100 and AMPM Policy 100 for an overview of the principles of service delivery; an outline of the ACOM and AMPM layout; and processes for policy development. The Contractor is responsible for ensuring that its subcontractors are notified when modifications are made to the AHCCCS guidelines, policies, and manuals. The Contractor is responsible for complying with all requirements set forth in these sources as well as with any updates. In addition, linkages to AHCCCS Rules, statutes and other resources are available through the AHCCCS website. Upon adoption by AHCCCS, updates will be available on the AHCCCS website.

## **13. MEDICAID SCHOOL BASED CLAIMING**

Pursuant to an Intergovernmental Agreement with the Department of Education, and a Contract with a Third Party Administrator, AHCCCS pays participating school districts for specifically identified Medicaid services when provided to Medicaid eligible children who are included under the Individualized Education Program (IEP), Individualized Family Service Plan (IFSP), 504 Plan, other individualized health or behavioral health plan, or where medical necessity has been otherwise established. The Medicaid services shall be identified in the member's Individualized Education Program (IEP) as medically necessary for the child to obtain a public-school education. Refer to AMPM Policy 710.

Medicaid School Based (MSB) services are provided in a school setting or other approved setting specifically to allow children to receive a public-school education. They do not replace medically necessary services provided outside the school setting or other MSB approved alternative setting. Currently, services include: audiology, therapies (OT, PT and speech/language), behavioral health evaluation and counseling, nursing and attendant care (health aid services provided in the classroom), and specialized transportation to and from school on days when the child receives an AHCCCS-covered MSB service.

The Contractor's evaluations and determinations of medical necessity shall be made independent of the fact that the child is receiving MSB services. If a request is made for services that also are covered under the MSB program for a child enrolled with the Contractor, the request shall be evaluated on the same basis as any request for a covered service.

The Contractor and its providers shall coordinate with schools and school districts that provide MSB services to the Contractor's enrolled members. Services should not be duplicative. Contractor care managers and provider case managers working with children who have special needs, shall coordinate with the appropriate school staff working with these members. Transfer of member medical information and progress toward treatment goals between the Contractor and the member's school or school district is required as appropriate and shall be used to enhance the services provided to members.

#### **14. PEDIATRIC IMMUNIZATIONS AND THE VACCINES FOR CHILDREN PROGRAM**

Through the Vaccines for Children (VFC) program, the Federal and State governments purchase, and make available to providers at no cost, vaccines for AHCCCS children under age 19. The Contractor shall not utilize AHCCCS funding to purchase vaccines for members under the age of 19. If vaccines are not available through the VFC program, the Contractor shall contact AHCCCS/DHCM, Quality Management for guidance. Any provider licensed by the State to administer immunizations, may register with the Arizona Department of Health Services (ADHS) as a VFC provider to receive these free vaccines. The Contractor shall not reimburse providers for the administration of the vaccines in excess of the maximum allowable as set by CMS. The Contractor shall comply with all VFC requirements and monitor contracted providers to ensure that providers are registered as VFC providers when acting as Primary Care Providers (PCP) for members under the age of 19 years.

Due to low numbers of children in their panels, providers in certain Geographic Service Areas may choose not to provide vaccinations. Whenever possible, members shall be assigned to VFC registered providers within the same or a nearby community. When that is not possible, the Contractor shall develop processes to ensure vaccinations are available through a VFC enrolled provider or through the appropriate County Health Department. In all instances, the vaccines are to be provided through the VFC program. The Contractor shall develop processes to pay the administration fee to whoever administers the vaccine regardless of their Contract status with the Contractor.

Arizona State law requires the reporting of all immunizations given to children under the age of 19. Immunizations shall be reported at least monthly to the ADHS Immunization Registry. Reported immunizations are held in a central database known as ASIIS (Arizona State Immunization Information System), which can be accessed by providers to obtain complete, accurate immunization records. Software is available from ADHS to assist providers in meeting this reporting requirement. The Contractor shall educate its provider network about these reporting requirements and the use of this resource.

#### **15. STAFFING REQUIREMENTS**

The Contractor shall have in place the organizational, operational, managerial, and administrative systems capable of fulfilling all Contract requirements.

For the purposes of this Contract, the Contractor shall not employ or contract with any individual who has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order 12549 [42 CFR 457.1285, 42 CFR 438.610 (a)-(b), 42 CFR 1001.1901(b), 42 CFR 1003.102(a)(2)]. The Contractor is obligated to screen employees and subcontractors to determine whether they have been excluded from participation in Federal health care programs as specified in Section D, Paragraph 58, Corporate Compliance.

The Contractor shall employ sufficient staff and utilize appropriate resources to achieve contractual compliance. The Contractor's resource allocation shall be adequate to achieve outcomes in all functional areas within the organization. Adequacy will be evaluated based on outcomes and compliance with contractual and AHCCCS policy requirements. If the Contractor does not achieve the desired outcomes or maintain compliance with contractual obligations, additional monitoring and regulatory action may be employed by AHCCCS as specified in Section D, Paragraph 68, Administrative Actions of the Contract.

The Contractor shall have local staff available 24 hours per day, seven days per week to work with AHCCCS and/or other State agencies, such as ADHS/Public Health Licensing or the Arizona Department of Emergency and Military Affairs on urgent issue resolutions. Urgent issue resolutions include Immediate Jeopardies (IJ), fires, or other public emergency situations. These staff shall have access to information necessary to identify members who may be at risk and their current health/service status, the ability to initiate new placements/services, and have the ability to perform status checks at affected facilities and perform ongoing monitoring, if necessary. Additionally, the Contractor shall have processes in place to assure limited member disruption of care/services in the case of an emergency; examples include but are not limited to mechanisms for service authorization and/or pharmacy overrides and transportation to support evacuation efforts. The Contractor shall provide contact information, for primary and back-up staff members who will handle Urgent Issue Resolution (non-business hours) with its annual Key Staff deliverables as specified in Section F, Attachment F3, Contractor Chart of Deliverables. At a minimum the contact information shall include a current 24/7 telephone number. AHCCCS/DHCM, Operations Compliance Officer shall be notified and provided back up contact information when the primary contact individual will be unavailable, or when the primary contact information changes.

For functions not required to be in State, the Contractor shall notify AHCCCS as specified in Section F, Attachment F3, Contractor Chart of Deliverables, prior to moving functions outside the State of Arizona. The notification shall include an implementation plan for the transition. The Contractor shall be responsible for any additional costs associated with on-site audits or other oversight activities which result when required systems are located outside of the State of Arizona.

An individual staff member is limited to occupying a maximum of two Key Staff positions, which may include a staff member occupying two positions within a single Line of Business or one position across two lines of business (including non-AHCCCS lines of business), unless prior approval is obtained by AHCCCS. The following Key Staff positions are exempt from this limitation:

1. Chief Financial Officer,
2. Communications/Public Administrator,
3. Continuity of Operations and Recovery Coordinator,
4. Contract Compliance Officer (*Only when the individual staff person filling this position does not also hold the Corporate Compliance Officer position*),
5. Credentialing Coordinator,
6. Cultural Competency Coordinator,
7. Dental Director,
8. Employment/Vocational Administrator,
9. Encounter Manager,
10. Information Systems Administrator,
11. Justice System Liaison,
12. Member Services Manager,
13. MSA Administrator,
14. Network Administrator,
15. Provider Claims Educator,
16. Provider Services Manager,
17. Transplant Coordinator, and
18. Workforce Development Administrator.

For Contractors who also have an RBHA Line of Business, AHCCCS will consider the AHCCCS Complete Care (ACC) and RBHA Contracts as a single Line of Business for positions required under both Contracts.

The Contractor shall inform AHCCCS, in writing as specified in Section F, Attachment F3, Contractor Chart of Deliverables, when an employee leaves one of the Key Staff positions listed below. The Contractor shall include the name of the interim contact person with the notification. Unless otherwise approved by AHCCCS, an individual staff member is limited to occupying an interim position for no longer than six months from the date of notification submitted to AHCCCS. The name and resume of the permanent employee is to be submitted as soon as the new hire has taken place with a revised Organization Chart complete with Key Staff.

The Contractor shall inform AHCCCS, in writing as specified in Section F, Attachment F3, Contractor Chart of Deliverables when any of the following contact information for an individual holding a Key Staff position changes: the individual's name, the individual's telephone number, the individual's email address, or the individual's location.

AHCCCS has the discretion to review all submitted Key Staff positions and reserves the right to direct Contractor actions regarding staffing decisions it deems are in the best interest of the



State. AHCCCS will not permit any Contractor staff to hold positions which may present a conflict of interest.

At a minimum, the following staff is required:

**Key Staff Positions**

1. **Administrator/Chief Executive Officer (CEO)** who is located in Arizona and shall directly oversee the entire operation of the Contractor on a day-to-day basis, including actively, directing, and prioritizing work and operations of the organization, regardless of where that work is performed or the site of operations. The Contractor's Administrator/CEO is accountable to AHCCCS for compliance with the requirements and obligations under this Contract. If the Contractor also holds a RBHA Contract with AHCCCS this position will fulfill the duties under that Contract as well.
2. **Chief Medical Officer (CMO)** who is located in Arizona and who is an Arizona-licensed physician in good standing. The CMO shall provide oversight and management of the Clinical, Quality Management and Medical Management components of the Contractor; this includes direct oversight of the Adult and Children's Healthcare Administrators and both physical and behavioral health services. The CMO is responsible for designing the appropriate infrastructure and staffing resources under the Adult and Children's Healthcare Administrators in order to ensure that expertise for both physical and behavioral health services are available and integrated within the organization.
3. **Adult Healthcare Administrator** who is located in Arizona and is an Arizona-licensed health care professional, in good standing, with expertise in both physical and behavioral healthcare delivery systems. The Adult Healthcare Administrator is responsible for oversight of both physical and behavioral health programs for members 18 years of age and older and reports directly to the CMO. The Adult Healthcare Administrator shall ensure coordination of needed crisis services, address barriers to delivery of health care services, and ensure coordination of care with system stakeholders.
4. **Children's Healthcare Administrator** who is located in Arizona and is an Arizona-licensed health care professional, in good standing, with expertise in the children's physical and behavioral healthcare systems. The Children's Healthcare Administrator is responsible for oversight of both physical and behavioral health programs for members birth through 20 years of age and reports directly to the CMO. The Children's Healthcare Administrator shall oversee the children's physical and behavioral health service delivery system.
5. **Chief Financial Officer (CFO)** who is responsible for oversight of the budget, accounting systems, and financial reporting requirements.
6. **Pharmacy Coordinator/Pharmacy Director** who is an Arizona licensed pharmacist or physician in good standing, who oversees and administers the prescription drug and pharmacy benefits. The Pharmacy Coordinator/Director may be an employee or subcontractor of the Contractor.

7. **Dental Director** who is located in Arizona, is an Arizona licensed general or pediatric dentist in good standing, and who is responsible for leading and coordinating the dental activities of the Contractor including review and denial of dental services, provider consultation, utilization review, and participation in tracking and trending of quality of care issues as related to dental services. The Dental Director may be an employee or subcontractor of the Contractor but may not be from the Contractor's delegated dental subcontractor.
8. **Corporate Compliance Officer** who is located in Arizona and who implements and oversees the Contractor's Compliance Program. The Corporate Compliance Officer shall be a management official, available to all employees, with designated and recognized authority to access records and make independent referrals to the AHCCCS/OIG. Refer to Section D, Paragraph 58, Corporate Compliance. The Corporate Compliance Officer shall not hold any other position other than the Contract Compliance Officer position.
9. **Contract Compliance Officer** who is located in Arizona and who serves as the primary point-of-contact for all Contractor operational issues. The prim functions of the Contract Compliance Officer include, but are not limited to, coordination of the tracking and submission of all Contract deliverables, fielding and coordinating responses to AHCCCS inquiries, coordinating the preparation and execution of Contract requirements such as Operational Reviews (ORs), random and periodic audits and ad hoc visits.
10. **Quality Management Manager** who is located in Arizona, and an Arizona-licensed registered nurse, physician or physician's assistant in good standing or a Certified Professional in Healthcare Quality (CPHQ) by the National Association for Health Care Quality (NAHQ) and/or Certified in Health Care Quality and Management (CHCQM) by the American Board of Quality Assurance and Utilization Review Providers. The QM Manager shall have experience in quality management and clinical investigations. If the Contractor also holds a RBHA Contract with AHCCCS this position will fulfill the duties under that Contract as well. Quality Management shall have sufficient local staffing who are licensed clinical or behavioral health professionals to meet the requirements of the quality management program. Staff shall report directly to the Quality Management Manager.

The primary functions of the Quality Management Manager position are:

- a. Ensure individual and systemic quality of care,
  - b. Conduct comprehensive quality-of-care investigations,
  - c. Conduct onsite quality management visits/reviews,
  - d. Conduct Care Needed Today/Immediate Jeopardy investigations,
  - e. Integrate quality throughout the organization,
  - f. Implement quality improvement, and
  - g. Resolve, track and trend quality of care grievances.
11. **Performance/Quality Improvement Manager** who is located in Arizona and:
    - a. Is a Certified Professional in Healthcare Quality (CPHQ) by the National Association for Health Care Quality (NAHQ),
    - b. Is certified in Health Care Quality and Management (CHCQM) by the American Board of Quality Assurance and Utilization Review Physicians, or

- c. Has comparable education and experience in health plan data and outcomes measurement.

The Performance/Quality Improvement Manager is responsible for quality improvement activities as well as staff conducting quality improvement work as outlined in Contract and policy. Staff reporting to this position shall be located in Arizona, have knowledge of both physical and behavioral health service delivery, and appropriately qualified (education/certification/professional experience) to meet the AHCCCS quality improvement contractual and policy requirements.

The primary functions of the Performance/Quality Improvement Manager are:

- a. Focus organizational efforts on improving quality performance measures,
- b. Develop and implement performance improvement projects,
- c. Utilize data to develop intervention/strategies to improve quality outcomes and member satisfaction, and
- d. Report quality improvement/performance outcomes.

12. **Credentialing Coordinator** who is located in Arizona and who has appropriate education and/or experience to effectively complete all requirements of the position.

The primary functions of the Credentialing Coordinator are:

- a. Serve as the single point of contact to AHCCCS for credentialing-related questions and concerns,
- b. Responsible for timely and accurate completion of all credentialing-related deliverables,
- c. Ensure all credentialing requirements, including timeframes, are adhered to by the Contractor, and
- d. Provide a detailed, transparent description of the credentialing process to providers and serve as the single point of contact for the Contractor to address provider questions about the credentialing process.

13. **Maternal Child Health (MCH)/EPSDT Coordinator** who is located in Arizona and who is an Arizona licensed nurse, physician or physician's assistant in good standing; or has a Master's degree in health services, public health, health care administration or other related field, and/or a CPHQ or CHCQM certification. Staff reporting to this position shall be appropriate to meet the AHCCCS MCH/EPSDT contractual and policy requirements, and quality and performance measure goals, and shall be located in Arizona. MCH/EPSDT staff shall either report directly to the MCH/EPSDT Coordinator or the MCH/EPSDT Coordinator shall have the ability to ensure that AHCCCS MCH/EPSDT requirements are met.

The primary functions of the MCH/EPSDT Coordinator are:

- a. Ensure receipt of EPSDT services,
- b. Ensure receipt of maternal and postpartum care,
- c. Promote family planning services,
- d. Promote preventive health strategies,
- e. Promote access to oral health care services,
- f. Identify and coordinate assistance for identified member needs, and

g. Interface with community partners.

14. **Member Liaison Coordinator** who is located in Arizona and who is experienced in working with individuals including members with special healthcare needs, families, youth, advocates, and key stakeholders. The Member Liaison Coordinator shall ensure that staff members directly reporting to this position are sufficient to fulfill the responsibilities of this role. At a minimum, the following staff shall report directly to the Member Liaison Coordinator:

- a. CRS Member Liaison, and
- b. Veteran Liaison.

The primary functions of the Member Liaison Coordinator are:

- a. Oversee the organization's advocacy program for members with special healthcare needs involved in CRS and Veteran's Affairs,
- b. Communicate and disseminate information to members with special healthcare needs and families to identify concerns and remove barriers that affect service delivery or member satisfaction,
- c. Collaborate with the organization's other member support areas, including but not limited to Individual and Family Affairs, Member Services and Provider Services, and
- d. Collaborate with the AHCCCS Office of Human Rights, the Independent Oversight Committee (IOC), provide information to regional IOCs, and attend IOC meetings.

15. **Office of Individual and Family Affairs Administrator** who is located in Arizona and who has lived experience receiving behavioral health services and/or a family member who has lived experience navigating a public behavioral health system; and who is experienced in working with individuals including members, families, youth, advocates, and key stakeholders. This individual shall oversee and have the ability to implement Contractor OIFA activities, OIFA deliverables specified in Section F, Attachment F3, Contractor Chart of Deliverables, and ensure that staff members directly reporting to this position are sufficient to fulfill the responsibilities of the role. This position shall provide feedback and input on OIFA activities directly to the Executive/Senior Leadership Teams on a regular basis.

At a minimum, the following staff shall report directly to the OIFA Administrator:

- a. Adult Behavioral Health Member Liaison with lived (self or family) experience, and
- b. Child Behavioral Health Member Liaison with lived experience (self or family).

The OIFA Administrator, and sufficient staff under this position, shall:

- a. Build partnerships with individuals, families, youth, and key stakeholders to promote recovery, resiliency, and wellness,
- b. Facilitate a Member Advocacy Council and establish other structures and mechanisms as necessary to increase the member and family voice in areas of leadership, service delivery and Contractor decision-making committees and boards, including the Contractor's Governance Committee
- c. Advocate for service environments that are supportive, welcoming and recovery oriented by implementing Trauma Informed Care service delivery approaches and other initiatives,

- d. Communicate and collaborate with members and families to identify concerns and remove barriers that affect service delivery or member satisfaction,
  - e. Oversee the provision of, and ensure the availability of, Peer Support services and Family Support services by having access to reports to monitor, track, and trend these services,
  - f. Oversee, monitor, and provide assistance in the support of PROs and FROs,
  - g. Create an OIFA Strategic Plan in alignment with the AHCCCS OIFA Strategic Plan and submit as specified in Section F, Attachment F3, Contractor Chart of Deliverables, and
  - h. Actively collaborate and participate with AHCCCS/DCAIR, Office of Individual and Family Affairs in projects, initiatives, and events.
16. **Medical Management Manager** who is located in Arizona and is a registered nurse, physician, or physician's assistant in good standing. This position manages all medical management requirements under AHCCCS policies, State regulations, rules, and Contract, including but not limited to: application of appropriate medical necessity criteria, concurrent review, discharge planning, care coordination, disease/chronic care management, prior authorization functions, care management functions, monitor, analyze and implement appropriate interventions based on utilization data, including identifying and correcting over or under utilization of services, and monitor prior authorization functions and assure that decisions are made in a consistent manner based on clinical criteria and meet timeliness standards. This position shall serve as the single point of contact for out of home and out of state placements. Medical Management shall have sufficient local staff reporting to this position with appropriate physical and behavioral health knowledge and expertise to support whole-person health and to comply with AHCCCS medical management contractual and policy requirements.
17. **Transition Coordinator** who is a health care professional or who possesses the appropriate education and experience and is supported by a health care professional to effectively coordinate and oversee all member transition issues, responsibilities and activities. The Transition Coordinator shall ensure safe, timely, and orderly member transitions. Refer to ACOM Policy 402.
18. **Transplant Coordinator** who is an Arizona licensed registered nurse in good standing and who is responsible for the timely review and authorization of transplant services in accordance with AHCCCS policy and State regulations. Refer to AMPM Policy 310-DD.
19. **Justice System Liaison** who is located in Arizona and is the single point of contact for justice system stakeholders (e.g., jails/prisons/detention facilities, courts, law enforcement, and community supervision agencies). This position is responsible for ensuring care coordination of justice-involved members and for oversight and reporting of Justice System Reach-in Care Coordination activities. This position also serves as the single point of contact for justice system stakeholders engaged programmatically in arrest diversion or incarceration alternative initiatives intended to reduce the number of individuals from entering the justice system. This includes, but is not limited to, sequential intercept modeling, crisis system utilization, and specialty court programs (e.g., opioid/drug, mental health, homeless, domestic violence, and veterans courts).

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20. **Court Coordinator** who is located in Arizona and is the single point of contact for court systems stakeholders (e.g., federal, state, county, municipal, and tribal courts) to ensure member care coordination related to court orders/dispositions. This position is also responsible for coordination of court ordered evaluation and treatment and communication of court related follow-up/requirements to Contractor staff.
  21. **Employment/Vocational Administrator** who is located in Arizona and who acts as the liaison with ADES/RSA. The Employment/Vocational Administrator shall manage and oversee subcontractor employment supports and services, including oversight of the workforce competencies listed in ACOM 447. This position shall be dedicated solely to the oversight and provision of employment and rehabilitation-related activities. Sufficient staffing, taking geographic service area size and member enrollment numbers into account, reporting to this position, and also dedicated solely to employment and rehabilitation-related activities, shall be in place to adequately meet contractual and policy employment service requirements.
  22. **Network Administrator** who is located in Arizona and who manages and oversees network development, network sufficiency, and network reporting functions. This position ensures network adequacy and appointment access, develops network resources in response to identified unmet needs, and ensures a member's choice of providers.
  23. **Member Services Manager** who is located in Arizona and who coordinates communications with members, coordinates issues with appropriate areas within the organization, resolves member inquiries/problems, and meets standards for resolution, telephone abandonment rates, and telephone hold times.
  24. **Provider Services Manager** who is located in Arizona and coordinates communications between the Contractor and providers. This position ensures that providers receive prompt resolution to their problems and inquiries and appropriate education about participation in the AHCCCS Program. Sufficient local staffing under this position shall be in place to ensure providers receive assistance and appropriate and prompt responses. Refer to Section D, Paragraph 28, Network Management.
  25. **Claims Administrator** who shall ensure prompt and accurate provider claims processing. Sufficient staffing under this position shall be in place to ensure the timely and accurate processing of original claims, resubmissions, and overall adjudication of claims.

The primary functions of the Claims Administrator are:

- a. Develop and implement claims processing systems capable of paying claims in accordance with State and Federal requirements,
- b. Develop processes for cost avoidance,
- c. Ensure minimization of claims recoupments, and
- d. Ensure claims processing timelines are met.

26. **Encounter Manager** who shall ensure AHCCCS encounter reporting requirements are met. Sufficient staffing under this position shall be in place to ensure timely and accurate processing and submission of encounter data and reports to AHCCCS.

27. **Provider Claims Educator** who is located in Arizona and who facilitates the exchange of information between the grievances, claims processing, and provider relations systems.

The primary functions of the Provider Claims Educator are:

- a. Educate contracted and non-contracted providers (professional and institutional) regarding appropriate claims submission requirements, coding updates, electronic claims transactions and electronic fund transfer,
- b. Educate contracted and non-contracted providers on available Contractor resources such as provider manuals, website, fee schedules, etc.,
- c. Interface with the Contractor's call center to compile, analyze, and disseminate information from provider calls,
- d. Identify trends and guide the development and implementation of strategies to improve provider satisfaction, and
- e. Frequently communicate with providers, including conducting on-site visits, to assure the effective exchange of information and gain feedback regarding the extent to which providers are informed about appropriate claims submission practices.

28. **Dispute and Appeal Manager** who is located in Arizona, is responsible for managing Grievance and Appeal System processes and who is responsible for forwarding all requests for hearing to AHCCCS Office of Administrative Legal Services (OALS) with the required information. Any staff reporting to this position who manage and adjudicate disputes and appeals shall also be located in Arizona.

29. **Information Systems Administrator** who is responsible for Information System (IS) management including coordination of the technical aspects of application infrastructure, server and storage needs, reliability and survivability of all data and data exchange elements. Sufficient staffing reporting to this position shall be in place to ensure timely and accurate information systems management to meet system and data exchange requirements.

30. **Continuity of Operations and Recovery Coordinator** who is located in Arizona, and who is responsible for the coordination and implementation of the Contractor's Continuity of Operations and Recovery Plan, and training and testing of the Plan, as specified in ACOM Policy 104.

31. **Cultural Competency Coordinator** who is responsible for implementation and oversight of the Contractor's Cultural Competency Program and the Cultural Competency Plan.

32. **Communications Administrator** who is responsible for media inquiries, public relations, policy development, implementation, and oversight of all social networking and marketing activities.

33. **Management Services Agreement Administrator** who is responsible for oversight of the Management Services Agreement (MSA) subcontractor and who is the Contractor's Key Contact for AHCCCS coordination and who is not employed by the MSA. This position is only required when the Contractor operates under a subcontract with an MSA.
34. **Tribal Coordinator** who is located in Arizona and who acts as the liaison with tribal nations and tribal providers, promoting services and programs to improve the health of American Indian members as specified in Section D, Paragraph 23, Medical Management, *Collaboration with Tribal Nations and Providers*. The Tribal Coordinator shall also attend all AHCCCS Tribal Consultation meetings.

#### **Additional Required Staff**

35. **Care Management staff** who are located in Arizona and who provide care coordination for members with special health care needs.
36. **Concurrent Review staff** who are located in Arizona and who conducts inpatient medical necessity reviews. This staff shall include but is not limited to Arizona-licensed nurses and/or licensed behavioral health professionals in good standing. This staff will work under the direction of an Arizona-licensed physician.
37. **DES/APS Liaison** who is responsible for coordinating with DES/Adult Protective Services (APS) for adult members. The Contractor shall provide the contact information for this staff with the Key Staff deliverables, as outlined below, and position as specified in Section F, Attachment F3, Contractor Chart of Deliverables.
38. **Housing Specialist** designated as the subject matter expert(s) on the provision of housing and housing resources to members within the Contractor's service area.

The Contractor shall ensure that it has a designated staff person(s) as a Housing Specialist. The Housing Specialist is required to reside in Arizona within the Contractor's assigned Geographic Service Area. The Housing Specialist is an expert(s) on housing programs and resources within the Contractor's service area. The Housing Specialist may be designated as the expert in other areas as well as housing, but they shall be clearly identified and function as the Housing Specialist. While the Contractor shall have at least one designated Housing Specialist, the Contractor shall have sufficient dedicated housing staffing reporting to the Housing Specialist based on the geographic service area size and member enrollment numbers in order to adequately meet contractual and policy housing service requirements. Key duties of the Housing Specialist include:

1. Assist provider network's support staff (e.g., case managers) with up to date information designed to aid members in making informed decisions about and accessing their independent living housing options including AHCCCS Non-Title XIX/XXI Housing Subsidy Programs (e.g., scattered site vouchers, Community Living Programs), mainstream housing subsidy programs (e.g., HUD Housing Choice Vouchers, local Public Housing Authority Programs); and market rate housing options,



2. Provide education and training to providers and support staff on housing programs and evidence-based practices related to housing services,
3. Supporting provider case managers and network support staff with identifying members with housing needs, making appropriate housing referrals to AHCCCS Housing Subsidy Programs mainstream housing programs and other housing resources for individuals with housing needs,
4. Assisting members and provider case managers to support transition or post-transition activities including, but not limited to, requests and referrals, assistance with eligibility documentation and verification, transition wait times, transition barriers and special needs/accommodations, rent amount, monthly income amounts, location of housing options chosen, and counties chosen for transition,
5. As specified in the Network Development and Management Plan, the Contractor shall report annually on the status of any affordable housing networking strategies and innovative practices/initiatives it elects to implement,
6. Act as the Contractor's liaison to the quarterly AHCCCS Housing Coordination Meeting led by the AHCCCS Director of Housing Programs as well as other ad hoc AHCCCS Housing Workgroups and initiatives,
7. Serve as the Contractor's liaison to local HUD approved Continuum of Care for the Contractor's service area. The Housing Specialist or the Housing Specialist's designee shall attend appropriate CoC meetings, participate in Continuum of Care coordinated entry and HMIS systems, and assist Continuum of Care in identifying, engaging, and securing appropriate housing and services for members experiencing homelessness,
8. Advocate, plan, and coordinate with provider supportive services to ensure members in independent, and AHCCCS, and mainstream subsidized housing programs, offer appropriate services to maintain their housing, and
9. The Housing Specialist is responsible for identifying housing resources and building relationships with contracted Housing Providers and mainstream public housing authorities for the purposes of developing innovative practices to expand housing options, assisting and coordinating. This may include assisting providers in identifying and applying for AHCCCS SMI Housing Trust Fund projects.

The Contractor shall ensure Housing Specialists are familiar with the following standards and practices related to Permanent Supportive Housing, including but not limited to:

1. Federal Fair Housing, Equal Opportunity, Non-Discrimination and other Federal and State Housing laws Fair housing,
2. The Arizona Residential Landlord Tenant Act (ARLTA),
3. Use of the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT) assessment or other housing assessment and/or housing prioritization tools in the Housing Specialist's service area,
4. Fundamentals of Housing First and the SAMHSA Permanent Supportive Housing program, and
5. Current and emerging tools and best practices in permanent supportive housing and services.

39. **Member Services staff** to enable members to receive prompt resolution of their inquiries/problems.
40. **Prior Authorization staff** to authorize health care services. This staff shall include but is not limited to Arizona-licensed nurses and/or licensed behavioral health professionals in good standing. The staff will work under the direction of an Arizona-licensed physician.
41. **Workforce Development Administrator** who is responsible for coordinating and overseeing contractually required workforce development activities. The Workforce Development Administrator shall have a professional background, authorities, and ongoing training and development needed to lead the Workforce Development Operation (WFDO) as specified in Contract. These elements include but are not limited to the following:
  - a. Experience in workforce recruitment, selection, training and development, deployment, and retention,
  - b. Experience and or training in WFD functions such as workforce forecasting, assessment, planning, and the provision of technical assistance in WFD matters, and
  - c. If not ordinarily required by the Contractor, the Workforce Development Administrator shall have a Professional Development Plan containing workforce development related training and development objectives. All personnel directly reporting to the Workforce Development Administrator having WFD roles (e.g., training managers, coordinators, specialists) shall have a Professional Development Plan.

The Contractor shall submit the following items as specified in Section F, Attachment F3, Contractor Chart of Deliverables:

1. An organization chart complete with the Key Staff positions. The chart shall include the individual's name, title, location, and portion of time allocated to each Medicaid Contract and other non-Medicaid lines of business.
2. A functional organization chart of the key program areas, responsibilities, and reporting lines.
3. A listing of all Key Staff to include the following:
  - a. Individual's name,
  - b. Individual's title,
  - c. Individual's telephone number,
  - d. Individual's email address,
  - e. Individual's location(s),
  - f. Documentation confirming applicable Key Staff functions are filled by individuals who are in good standing (for example, a printout from the Arizona Medical Board web page showing the CMO's active license), and
4. A list of all Key Staff functions and their locations; and a list of any functions that have moved outside of the State of Arizona in the past Contract year.

The Contractor is responsible for maintaining a significant local presence within the State of Arizona. Positions performing functions related to this Contract shall have a direct reporting relationship to the local Administrator/Chief Executive Officer (CEO).

The local CEO shall have the authority to direct, implement and prioritize work to ensure compliance with Contract requirements. The local CEO shall have the authority and ability to prioritize and direct work performed by Contractor staff and work performed under this Contract through a management service agreement or through a delegated agreement.

**Staff Training and Meeting Attendance:** The Contractor shall ensure that all staff, whether employed or under contract, have appropriate training, education, experience, orientation, and credentials, as applicable, to perform assigned job duties and fulfill the requirements of the Contract.

The Contractor shall provide initial and ongoing staff training that includes an overview of AHCCCS, AHCCCS Policy and Procedure Manuals, Contract requirements, and State and Federal requirements specific to individual job functions. The Contractor shall ensure that all staff members having contact with members or providers receive initial and ongoing training with regard to the appropriate identification and handling of quality of care/service concerns.

All transportation, prior authorization, and member services representatives shall be trained in the geography of any/all GSA(s) in which the Contractor holds a Contract, and shall have access to mapping search engines and/or applications for the purposes of authorizing services in, recommending providers in, and transporting members to, the most geographically appropriate location.

The Contractor shall provide the appropriate staff representation for attendance and participation in meetings and/or events scheduled by AHCCCS. AHCCCS may require attendance by subcontractors when deemed necessary. All meetings shall be considered mandatory unless otherwise indicated.

**Suicide Prevention:** The Contractor shall require its staff who have direct contact with members (e.g., case/care managers, customer/member service staff) to be trained in identification of suicide risk using nationally recognized training materials (e.g., *SafeTalk*).

## 16. WRITTEN POLICIES AND PROCEDURES

The Contractor shall develop and maintain written policies and procedures for each functional area consistent in format and style. The Contractor shall maintain written guidelines for developing, reviewing, and approving all policies and procedures. All policies and procedures shall be reviewed by the Contractor at least annually to ensure that the Contractor's written policies reflect current practices. All medical and quality management policies shall be approved and signed by the Contractor's Medical Director/Chief Medical Officer. All other policies shall be dated and signed by the Contractor's Administrator or appropriate executive officer or minutes shall be held on file reflecting the review and approval of the policies by an appropriate committee, chaired by the Contractor's Chief Executive Officer/Administrator, Medical Director/Chief Medical Officer or Chief Financial Officer.

If AHCCCS deems a Contractor's policy or process to be inefficient and/or place an unnecessary burden on members or providers, the Contractor shall work with AHCCCS to change the policy or procedure within a time period specified by AHCCCS.

## 17. MEMBER INFORMATION

In addition to compliance with other pertinent federal laws and regulations, the Contractor shall ensure its member communications comply with Title VI of the Civil Rights Act of 1964, Section 1557 of the Affordable Care Act, 45 CFR Part 92, 42 CFR Part 457, 42 CFR Part 438 and related state requirements including ACOM Policy 404, ACOM Policy 406 and ACOM Policy 433. The Contractor shall ensure that it takes reasonable steps to provide meaningful access to each individual with Limited English Proficiency eligible to be served or likely to be encountered in its health programs and activities. As part of this obligation, the Contractor shall identify the prevalent non-English languages spoken by members in its service area and develop and implement an effective written language access plan as specified in Section F, Attachment F3, Contractor Chart of Deliverables. Language assistance services shall be provided free of charge, be accurate and timely, and protect the privacy and independence of the individual with Limited English Proficiency [45 CFR 92.201(c)]. For significant communications and publications, the Contractor shall comply with the nondiscrimination notice provisions in 45 CFR 92.8. In addition to the general requirements set forth in Section D, Paragraph 17, Member Information, the Contractor shall implement all other activities necessary to comport with federal and state requirements [42 CFR 438.408(d)(1), 42 CFR 438.10].

The Contractor shall provide members the Contractor's toll free and TTY/TDY telephone numbers for customer service which shall be available during normal business hours. In addition, the Contractor shall provide members the Contractor's toll-free TTY/TDY nurse triage line telephone number which shall be available 24 hours a day, 7 days a week. The Contractor is prohibited from having separate phone numbers for physical health and behavioral health services or issues.

All informational materials prepared by the Contractor shall be approved by AHCCCS as specified in Section F, Attachment F3, Contractor Chart of Deliverables. Refer to ACOM Policy 404 and ACOM Policy 406 for further information and requirements for member communications.

The Contractor shall make interpretation services available to its members free of charge including: written translation of vital materials in prevalent non-English languages in its service area, availability of oral interpretation services in all languages, and use of auxiliary aids such as TTY/TDY and American Sign Language [42 CFR 457.1207, 42 CFR 438.10(d)(4)].

The Contractor shall notify its members of the following upon request and at no cost:

1. That oral interpretation is available for any language,
2. That written translation is available in each of the prevalent non-English languages in the Contractor's service area,
3. That auxiliary aids and services are available for members with disabilities, and
4. How members may access the services above [42 CFR 457.1207, 42 CFR 438.10(d)(5)].

All written materials to members shall be written in easily understood language, use font size of at least 12 points, and be available in alternative formats and through provision of auxiliary aids and services that take into account the special needs of members with disabilities or Limited English Proficiency. All written materials shall also include large print taglines and information (in font size of at least 18 point) explaining how to request auxiliary aids and services, including the provision of materials in alternative formats [42 CFR 457.1207, 42 CFR 438.10(d)(6)].

The Contractor shall make its written materials that are critical to obtaining services (also known as vital materials) available in the prevalent non-English language spoken for each LEP population in the Contractor's service area [42 CFR 457.1207, 42 CFR 438.3(d)(3)]. These written materials shall also be made available in alternate formats upon request at no cost. Auxiliary aids and services shall also be made available upon request and at no cost. Additionally, the materials shall include taglines in the prevalent non-English languages in Arizona and include large print (font size of at least 18 point) explaining the availability of written translation or oral interpretation services to understand the information with the Contractor's toll free and TTY/TDY telephone numbers for customer service. Oral interpretation services shall not substitute for written translation of vital materials.

Vital materials include, at a minimum, the following:

1. Member Handbooks,
2. Provider Directories,
3. Consent forms,
4. Appeal and Grievance Notices, and
5. Denial and Termination Notices.

When there are program changes, notification shall be provided to members at least 30 days before implementation [42 CFR 457.1207, 42 CFR 438.10(g)(4)].

For consistency in the information provided to members, the Contractor is required to utilize the AHCCCS-developed definitions for managed care terminology [42 CFR 457.1207, 42 CFR 438.10]. Refer to ACOM Policy 406.

**Social Networking Activities:** The Contractor shall participate in Social Networking Activities to support learning and engagement. The Contractor shall adhere to the requirements for Social Networking Activities as specified in ACOM Policy 425 and submit deliverables as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

**Member Identification Cards:** The Contractor is responsible for the production, distribution, and cost of AHCCCS Member Identification Cards (ID Card) and the AHCCCS Notice of Privacy Practices as specified in ACOM Policy 433 and Section F, Attachment F3, Contractor Chart of Deliverables.

**Member Handbook and Provider Directory:** The Contractor shall provide the following information to each member/representative or household within 12 business days of receipt of notification of the enrollment date [42 CFR 438.10(g)(3)(i)-(iv)].

1. A **Member Handbook** which serves as a summary of benefits and coverage. The Contractor is required to use the state developed model Member Handbook (refer to ACOM Policy 406). The content of the Member Handbook shall include information that enables the member to understand how to effectively use the managed care program and at a minimum, shall include the information provided in ACOM Policy 406 [42 CFR 438.10(g)(1)-(2), 42 CFR 457.1207, 42 CFR 438.10(c)(4)(ii), 45 CFR 147.200(a)].

The Contractor shall review and update the Member Handbook at least once a year. The Handbook shall be submitted to AHCCCS for approval as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

The Contractor has the option of providing the Member Handbook in hard copy format with the new member packet, or providing the member written notification of how the Member Handbook information is available to the member on the Contractor's website, via electronic mail or via postal mailing [42 CFR 438.10(g)(3)(i)-(iv)]. Should the Contractor elect not to provide the Member Handbook in hard copy format with the member packet, the following provisions apply:

- a. The member notification shall be approved in accordance with ACOM Policy 406, and
  - b. The written notification shall give the member the option to obtain a printed version of the Member Handbook.
2. A **Provider Directory**, which at a minimum, includes those items listed in ACOM Policy 406 [42 CFR 457.1207, 42 CFR 438.10].

The Contractor has the option of providing the Provider Directory in hard copy format or providing written notification of how the Provider Directory information is available on the Contractor's website, via electronic mail, or via postal mailing as specified in ACOM Policy 406. The written notification shall be sent to members within 12 business days of receipt of notification of the enrollment date. The Provider Directory shall be made available on the Contractor's website in a machine-readable file and format as specified by the Secretary [42 CFR 457.1207, 42 CFR 438.10(h)(4)].

The Contractor shall make a good faith effort to give written notice to Members who received their primary care from, or who are seen on a regular basis by, a provider who is terminated from the network. Written notice shall be provided to the member within the latter of 30 calendar days prior to the effective date of the provider termination or 15 calendar days after the receipt or issuance of the provider termination notice [42 CFR 457.1207, 42 CFR 438.10(f)(1)].

The Contractor shall have information available for potential members as specified in ACOM Policy 404 and ACOM Policy 406 [42 CFR 438.10(f)(4)].

**Community Resource Guide:** The Contractor shall develop a Community Resource Guide that is updated quarterly and contains community resource information applicable to the population in the assigned GSA and is provided in hard copy when requested.

The Community Resource Guide shall be provided on the Contractor's website as specified in ACOM Policy 404. The Contractor shall utilize the AHCCCS-Approved Statewide Closed-Loop Referral System (CLRS) and actively promote provider network utilization of the CLRS to properly refer members to Community Based Organizations (CBOs) providing services to address member social risk factors of health. For additional information on the CLRS refer to Section D, Paragraph 1, Purpose, Applicability, and Introduction.

**Maternal Child Health and Early and Periodic Screening, Diagnostic, and Treatment Member Outreach:** The Contractor shall conduct written and other member educational outreach related to Maternal Child Health (MCH) and Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) as specified in AMPM Chapter 400 and AMPM Exhibit 400-3.

**Member Newsletter:** The Contractor shall develop and distribute, at a minimum, two member newsletters during the Contract year. Member Newsletters shall be developed in accordance with ACOM Policy 404.

**Member Rights:** The Contractor shall, on an annual basis, inform all members of their right to request the below information [42 CFR 457.1220, 42 CFR 438.10(g)(2)(ix), 42 CFR 438.100(a)(1)-(2), and 42 CFR 438.100(b)(2)]. This information may be sent in a separate written communication or included with other written information such as in a Member Newsletter.

1. An updated Member Handbook at no cost to the member, and
2. The Provider Directory as specified in ACOM Policy 406.

The Contractor shall ensure compliance with any applicable Federal and State laws that pertain to member rights and ensure that its staff and subcontractors take those rights into account when furnishing services to members [42 CFR 438.100 et. seq].

The Contractor shall ensure that each member is free to exercise their rights and that the exercise of those rights does not adversely affect the way the Contractor or its subcontractors treat the member [42 CFR 457.1220, 42 CFR 438.100(a)(1), 42 CFR 438.100(c)].

**Website Requirements:** The Contractor shall develop and maintain a website that is focused, informational, user-friendly, functional, and provides the information as required in ACOM Policy 404 and submit deliverables as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

As required by 42 CFR 438.10(c)(3), AHCCCS provides a direct URL website hyperlink to the below information to members via the AHCCCS website. The Contractor shall provide notification to AHCCCS when there is a change in a URL for this information as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

1. Contractor's main Arizona Medicaid website,
2. Contractor's Member Handbook, and
3. Contractor's Formulary.

The Contractor shall publish a listing of individual providers who are formally trained in or specialize in the diagnosis of Autism Spectrum Disorder (ASD) on its website. This shall include information for members and their families on how to access specialized diagnostic services including which diagnostics meet the requirements for eligibility under the Arizona Department of Economic Security (DES) /Division of Developmental Disabilities (DDD). At a minimum the listing shall include the following fields: Group Practice Name, Address, Phone Number, Provider Name, Type of Provider, and Specialized Age Range. The Contractor shall submit this information with the website certification as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

## 18. SURVEYS

AHCCCS may conduct surveys of a representative sample of the Contractor's membership and/or providers. The results of AHCCCS conducted surveys will become public information and available to all interested parties on the AHCCCS website. The Contractor may be responsible for reimbursing AHCCCS for the cost of such surveys based on its share of AHCCCS enrollment.

Survey findings or performance rates for survey questions may result in regulatory action including, but not limited to, the Contractor being required to develop a Corrective Action Plan (CAP), the Contractor being required to participate in technical assistance or AHCCCS-led workgroups to improve any areas of concern noted by AHCCCS, and/or sanctions. Failure to effectively develop or implement AHCCCS-approved CAPs and drive improvement may result in additional regulatory action by AHCCCS.

**AHCCCS Required Surveys:** The Contractor may be required to perform annual surveys. AHCCCS may provide the survey tool or require the Contractor to develop the survey tool. The Final Survey Tool and Results, including any related analysis, shall be submitted to AHCCCS as specified in Section F, Attachment F3, Contractor Chart of Deliverables. Survey results are to be reported separately by Title XIX and Title XXI categories and in aggregate, as applicable or as directed by AHCCCS. The Contractor shall utilize member survey findings to improve care for Title XIX and Title XXI members.

As specified in Section F, Attachment F3, Contractor Chart of Deliverables, the Contractor is required to perform periodic surveys of its membership, as specified in ACOM Policy 424, in order to verify that members have received services that have been paid for by the Contractor and to identify potential service/claim fraud [42 CFR 455.20, 42 CFR 433.116]. The Contractor, or its subcontractor if the Contractor has delegated its responsibilities for coverage of services and payment of claims, shall perform these surveys [42 CFR 457.1285, 42 CFR 438.608(a)(5)].

The Contractor shall participate in the delivery and/or results review of member surveys as requested by AHCCCS. Surveys may include Home and Community Based Services (HCBS) member experience surveys, Healthcare Effectiveness Data and Information Set (HEDIS®) Consumer Assessment of Healthcare Providers and Systems (CAHPS®) surveys, and/or any other tool that AHCCCS determines will benefit quality improvement efforts.



**Non-AHCCCS Required Surveys:** For non-AHCCCS required surveys, the Contractor shall provide notification as specified in Section F, Attachment F3, Contractor Chart of Deliverables, prior to conducting any Contractor initiated member or provider survey. The notification shall include a project scope statement, project timeline, and a copy of the survey. Survey results are to be reported separately by Title XIX and Title XXI categories and in aggregate, as applicable. The Contractor shall utilize member survey findings to improve care for Title XIX and Title XXI members. The results and analysis of the results of any Contractor initiated surveys, including identification of the population(s) surveyed, shall be submitted as specified in Section F, Attachment F3, Contractor Chart of Deliverables. Surveys performed by the Contractor to evaluate health plan satisfaction for previous members (exit surveys), are subject to the above notification requirement for non-AHCCCS required surveys and are not subject to AHCCCS Marketing Committee approval.

#### **19. CULTURAL COMPETENCY**

The Contractor shall participate in AHCCCS' efforts to promote, and shall implement a program that promotes, the delivery of services in a culturally competent manner to all members, including those with Limited English Proficiency and diverse cultural and ethnic backgrounds, disabilities, race, color, national origin, age, and regardless of sex, gender, sexual orientation, or gender identity and meets the requirements of ACOM Policy 405 [42 CFR 457.1201(d), 42 CFR 457.1230(a), 42 CFR 438.3(d)(4), 42 CFR 438.206(c)(2), 45 CFR Part 92].

The Contractor shall develop and implement a Cultural Competency Plan which meets the requirements of ACOM Policy 405. An annual assessment of the effectiveness of the Cultural Competency Plan, with any modifications to the Plan, shall be submitted as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

#### **20. MEDICAL RECORDS**

The member's medical record shall be maintained by the provider who generates the record. Medical records include those maintained by Primary Care Providers (PCPs) or other providers, including but not limited to, medical records kept in placement settings such as nursing facilities, assisted living facilities, other home and community based providers, and Therapeutic Foster Care (TFC) licensing agencies.

The Contractor shall ensure that each member is guaranteed the right to request and receive one copy of the member's medical record at no cost to the member. The Contractor shall have written policies guaranteeing each member's right to request and receive a copy of his or her medical records, and to request that the medical record be amended or corrected [45 CFR Part 160, 164, 42 CFR 457.1220, 42 CFR 438.100(a)(1), 42 CFR 438.100(b)(2)(vi)]. The Contractor shall have written policies and procedures to maintain the confidentiality of all medical records.

The Contractor is responsible for ensuring that a medical record (hard copy or electronic) is established when information is received about a member. If the provider has not yet seen the member such information may be kept temporarily in an appropriately labeled file, in lieu of establishing a medical record, but shall be associated with the member's medical record as soon as one is established.

The Contractor shall require subcontracted service providers to create a medical record when information is received about a member. If the PCP has not yet seen the member, such information may be kept temporarily in an appropriately labeled file, in lieu of establishing a medical record, but shall be associated with the member's medical record as soon as one is established.

Medical records shall be maintained in a detailed and comprehensive manner, which conforms to professional standards, complies with records retention requirements, and permits effective medical review and audit processes, and which facilitates an adequate system for follow-up treatment. The Contractor shall have written policies and procedures for the maintenance of medical records so that those records are documented accurately and in a timely manner, are readily accessible, and permit prompt and systematic retrieval of information and which comply with AMPM Policy 940. The Contractor shall ensure that providers maintain and share a member health record in accordance with professional standards [42 CFR 457.1230(c), 42 CFR 438.208(b)(5)].

The Contractor shall retain consent and authorization for medical records as prescribed in A.R.S. § 12-2297 and in conformance with AHCCCS Policy.

The Contractor shall have written policies and procedures to ensure that MSICs have integrated electronic medical record for each member that is maintained and available for the multi-specialty treatment team and community providers. An integrated electronic medical record shall contain all information necessary to facilitate the coordination and quality of care delivered by multiple providers in multiple locations at varying times.

The Contractor shall create written plans for providing training and evaluating providers' compliance with the Contractor's medical records' standards comply with medical record review requirements as specified in AMPM Policy 940 and shall comply with record retention requirements as specified in Section D, Paragraph 59, Record Retention.

For care coordination purposes, medical records shall be shared with other care providers, such as the multi-specialty interdisciplinary team.

When a member changes PCPs, his or her medical records or copies of medical records shall be forwarded to the new PCP within ten business days from receipt of the request for transfer of the medical records.

The Contractor shall comply with medical record review requirements as specified in AMPM Policy 940.

The Contractor shall comply with record retention requirements as specified in Section D, Paragraph 59, Record Retention.

AHCCCS is not required to obtain written approval from a member before requesting the member's medical record from the PCP or any other organization or agency.

The Contractor may obtain a copy of a member's medical records without written approval of the member if the reason for such request is directly related to the administration of the AHCCCS program. AHCCCS shall be afforded access to all members' medical records whether electronic or hard copy within 20 business days of receipt of request or more quickly if necessary.

The Contractor shall comply with Federal and State confidentiality statutes, rules, and regulations to protect medical records and any other personal health information that may identify a particular member or subset of members and shall establish and implement policies and procedures consistent with the confidentiality requirements in 42 CFR 431.300 et. seq., 42 CFR 438.208(b)(2) and (b)(4), 42 CFR 438.224, 45 CFR parts 160 and 164, 42 CFR part 2, and A.R.S. § 36-509, for medical records and any other health and member information that identifies a particular member.

The Contractor shall have the discretion to obtain a copy of a member's medical records without written approval of the member if the reason for such request is directly related to the administration of service delivery. The Contractor shall have the discretion to release information related to fraud, waste and program abuse so long as protected HIV-related information is not disclosed A.R.S. § 36-664, and substance abuse information shall only be disclosed consistent with Federal and State law, including but not limited to [42 CFR 2.1 et seq].

## 21. ADVANCE DIRECTIVES

The Contractor shall maintain policies and procedures addressing advance directives for adult members as specified in 42 CFR 438.3(j) and 42 CFR 422.128, and AMPM Policy 640:

1. Each Contract or agreement with a hospital, nursing facility, hospice, and providers of home health care or personal care services, shall comply with Federal and State law regarding advance directives for adult members [42 CFR 438.3(j)(1)]. Requirements include:
  - a. Maintaining written policies that address the rights of adult members to make decisions about medical care, including the right to accept or refuse medical care, and the right to execute an advance directive. If the agency/organization has a conscientious objection to carrying out an advance directive, it shall be explained in policies. A health care provider is not prohibited from making such objection when made pursuant to A.R.S. § 36-3205.C.1,
  - b. Providing written information to adult members regarding an individual's rights under State law to make decisions regarding medical care, and the health care provider's written policies concerning advance directives, including any conscientious objections [42 CFR 438.3(j)(3)],
  - c. Documenting in the member's medical record whether or not the adult member has been provided the information, and whether an advance directive has been executed,
  - d. Preventing discrimination against a member because of his or her decision to execute or not execute an advance directive, and not place conditions on the provision of care to the member, because of their decision to execute or not execute an advance directive, and

- e. Providing education to staff on issues concerning advance directives including notification of direct care providers of services, such as home health care and personal care services, if any advance directives are executed by members to whom they are assigned to provide services.
2. The Contractor shall require PCPs, which have agreements with the entities specified above, to comply with the requirements of subparagraphs 1 (a) through (e) above.
3. The Contractor shall require health care providers specified in subparagraph 1 above to provide a copy of the member's executed advance directive, or documentation of refusal, to the member's PCP for inclusion in the member's medical record and, provide education to staff on issues concerning advance directives.
4. The Contractor shall provide written information to adult members and when the member is incapacitated or unable to receive information, the member's family or surrogate as defined in A.R.S. § 36-3231, regarding the following [42 CFR 422.128]:
  - a. A member's rights regarding advance directives under Arizona State law,
  - b. The organization's policies regarding the implementation of those rights, including a statement of any limitation regarding the implementation of advance directives as a matter of conscience,
  - c. A description of the applicable state law and information regarding the implementation of these rights,
  - d. The member's right to file complaints directly with AHCCCS, and
  - e. Written policies including a clear and precise statement of limitations if the provider cannot implement an advance directive as a matter of conscience. This statement, at a minimum shall do the following:
    - i. Clarify institution-wide conscientious objections and those of individual physicians,
    - ii. Identify state legal authority permitting such objections, and
    - iii. Describe the range of medical conditions or procedures affected by the conscience objection, and
    - iv. Changes to State law as soon as possible, but no later than 90 days after the effective date of the change [42 CFR 438.6(i)(4)].
5. Written information regarding advance directives shall be provided to members at the time of enrollment with the Member Handbook. Refer to ACOM Policy 406 for member information and Member Handbook requirements.
6. The Contractor is not relieved of its obligation to provide the above information to the individual once they are no longer incapacitated or unable to receive such information. Follow-up procedures shall be in place to provide the information to the individual directly at the appropriate time.

## 22. QUALITY MANAGEMENT AND PERFORMANCE IMPROVEMENT

**General Requirements:** The Contractor shall provide quality medical care and services to members, regardless of payer source or eligibility category. The Contractor shall promote improvement in the quality of care provided to enrolled members through established Quality Management and Performance Improvement (QM/PI) processes. The Contractor shall execute processes to monitor, analyze, plan, implement, evaluate, and report QM/PI activities, as specified in the AMPM [42 CFR 457.1240(b), 42 CFR 457.1240(f), 42 CFR 457.1201(n)(2), 42 CFR 438.330(a)(1) and (e), 42 CFR 438.330(a)(3), 42 CFR 438.330(b), 42 CFR 438.330(e)(1), 42 CFR 438.330(e)(2)]. Refer to Section F, Attachment F3, Contractor Chart of Deliverables.

The Contractor shall undergo annual, external independent reviews of the quality of, timeliness of, and access to services covered under the Contract [42 CFR 457.1250(a), 42 CFR 457.1240(f), 42 CFR 457.1201(n)(2), 42 CFR 438.320, 42 CFR 438.350]. AHCCCS will utilize an External Quality Review Organization (EQRO) for purposes of independent review of its Contractors and related AHCCCS oversight. External quality reviews will be conducted by an EQRO [42 CFR 438.358]. Direct engagement at the Contractor level may occur, at the discretion or invitation of AHCCCS.

The Contractor shall ensure that the QM/PI Unit within the organizational structure is separate and distinct from any other units or departments, such as Medical Management or Contractor Care Management. The Contractor is expected to integrate QM/PI processes, such as tracking and trending of issues, throughout all areas of the organization, with ultimate responsibility for QM/PI residing within the Quality Management Unit.

QM/PI positions performing work functions related to the Contract shall have a direct reporting relationship to the local Chief Medical Officer (CMO)/Medical Director and the local Chief Executive Officer (CEO). The local CMO and CEO shall have the ability to direct, implement, and prioritize interventions resulting from QM/PI activities and investigations. Contractor staff, including Administrative Services Subcontractors' staff which perform functions under this Contract related to QM/PI, shall have the work directed and prioritized by the Contractor's local CMO and CEO.

The Contractor shall maintain and execute policies and procedures describing the implementation of comprehensive and coordinated delivery of integrated physical and behavioral health services, including administrative and clinical integration of health care service delivery. Integration strategies and activities shall focus on improving individual health outcomes, enhancing care coordination including care coordination for Medication Assisted Treatment (MAT), and increasing member satisfaction.

The Contractor's QM/PI Programs, at a minimum, shall comply with the requirements specified in AMPM, ACOM, State and Federal Requirements, and this Section.

**Quality Management/Performance Improvement Program:** The Contractor shall have an ongoing QM/PI Program for the services it furnishes to members, regardless of payor source or eligibility category [42 CFR 457.1240(b), 42 CFR 438.330(a)(1), 42 CFR 438.330(a)(3)].

The Contractor's QM/PI program shall be designed to achieve and sustain, through ongoing measurements and intervention, significant improvement in the areas of clinical care and nonclinical care which is expected to have a favorable effect on health outcomes and member satisfaction, as specified in AMPM Chapter 900 [42 CFR 328.330(a)(1), 42 CFR 438.330(b)(1)-(2)].

The Contractor shall:

1. Measure and report to the State, its performance, using standard measures required by the State or as required by Centers for Medicare and Medicaid Services (CMS) [42 CFR 438.330(c)(1)(i), 42 CFR 438.330(c)(2)(i)],

2. Submit specified data to the State that enables the State to measure the Contractor's performance using standardized measures, as specified by the State [42 CFR 438.330(c)(1)(i)-(ii), 42 CFR 438.330(c)(2)(ii)], or
3. Perform a combination of the above activities [42 CFR 438.330(c)(2)(iii)].

The Contractor's QM/PI Program shall include, but is not limited to:

1. Implementation, monitoring, evaluation, and compliance with applicable requirements in the ACOM and AMPM,
2. Provision of quality care and services to eligible members, regardless of payor source or eligibility category,
3. Contractor written policies and training regarding preventing abuse, neglect, and exploitation, ensuring incident stabilization (member(s) immediate health and safety is secured and immediate care and recovery needs are identified and provided), reporting incidents, and conducting investigations,
4. Monitoring for provider compliance with policies, training, and signage requirements aimed at preventing and reporting abuse, neglect, and exploitation as specified in the AHCCCS Minimum Subcontract Provisions and Contract. Refer also to the Report of the Abuse & Neglect Prevention Task Force to Governor Douglas A. Ducey (November 1, 2019) developed in response to Executive Order 2019-03,
5. Mechanisms to assess the quality and appropriateness of care furnished to members with special health care needs, as specified in Contract [42 CFR 457.1240(b), 42 CFR 438.330(b)(4), and 42 CFR 438.340],
6. Demonstration of improvement in the quality of care and services provided to members through established QM/PI processes,
7. Analysis of the effectiveness of implemented interventions, to include targeted interventions, to address the unique needs of populations and subpopulations served [42 CFR 438.330(e)(2)],
8. Attendance and/or participation in applicable community initiatives, events, and/or activities as well as implementation of specific interventions to address overarching community concerns [including applicable activities of the Medicare Quality Improvement Organization (QIO), disease/chronic care management, behavioral health, justice population, opioid and substance use, suicide, veterans, and Social Determinants of Health (SDOH) including, but not limited to, homelessness, employment, and community engagement, etc.],
9. Written policies regarding member rights and responsibilities [42 CFR 438.100(b)(1)],
10. Protection and confidentiality of medical records and any other personal health/enrollment information that identifies a particular member, or subset of members, in accordance with Federal and State privacy requirements, AMPM, and the Medical Records Contract section [42 CFR 438.224],
11. Compliance with requirements to assure member rights and responsibilities conform with AHCCCS policies [42 CFR 457.1220, 42 CFR 438.100(a)(2), 42 CFR 438.228(a), 42 CFR 438.400(a), 42 CFR 438.402(a)]. The Contractor shall also comply with any other applicable Federal and State laws (such as Title VI of the Civil Rights Act of 1964), including other laws regarding privacy and confidentiality [42 CFR 457.1220, 42 CFR 438.100(d)],
12. Development and maintenance of mechanisms to solicit feedback and recommendations from key stakeholders, subcontractors, members, and family members to:
  - a. Monitor service quality, and

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- b. Develop strategies to improve member outcomes and quality improvement activities related to quality of care and system performance.
  13. Employment of sufficient, knowledgeable, and qualified local staff and utilization of appropriate resources to achieve Contractual compliance. The Contractor's resource allocation shall be adequate to achieve quality outcomes. Staffing adequacy will be evaluated based on outcomes and compliance with contractual and AHCCCS Policy requirements,
  14. Local staff that are available 24 hours per day, seven days per week, to work with AHCCCS and/or other State agencies on urgent issue resolutions, such as ADHS/Bureau of Medical Facilities. Urgent issue resolutions include Immediate Jeopardies (IJ), fires, or other public emergency situations. These staff shall have:
    - a. Access to information necessary to identify members who may be at risk, including the identified members' current health/service status,
    - b. The ability to initiate new placements/services,
    - c. The ability to perform status checks at affected facilities, and
    - d. Perform ongoing monitoring, if necessary.
  15. Uniform provisional credentialing, initial credentialing, recredentialing, and organizational credentialing for all provider types that shall comply with the requirements specified in AMPM, ACOM, State and Federal requirements, and this section [42 CFR 457.1208, 42 CFR 457.1233(a), 42 CFR 438.206(b)(6), 42 CFR 438.12(a)(2), 42 CFR 438.214(b)],
  16. Tracking and trending of member and provider issues, which includes, but is not limited to, investigation and analysis of quality of care issues, related to: abuse, neglect, exploitation, suicide attempts, substance use disorders/opioid-related concerns, alleged human rights violations, and unexpected deaths. The Contractor shall comply with requirements, as specified in AMPM Policy 960,
  17. Submission of Inter-Rater Reliability (IRR) metrics and evidence of completed IRR activities, reflective of the previous quarter reporting, as specified in Section F, Attachment F1, Contractor Chart of Deliverables, for each of the following areas, at a minimum: triage, case leveling, and corrective actions,
  18. Submission of any cases involving Medicaid fraud, waste, or abuse reported to the AHCCCS Office of the Inspector General. Refer to Section D, Paragraph 58, Corporate Compliance,
  19. Requirement for any ADHS licensed or certified provider to submit to the Contractor their most recent ADHS licensure review, copies of substantiated complaints, and other pertinent information that is available and considered to be public information from oversight agencies. The Contractor shall monitor contracted providers for compliance with quality management measures including supervisory visits conducted by a Registered Nurse when a home health aide is providing services,
  20. Monitoring of services and service sites, as specified in AMPM Policy 910. The Contractor shall submit a Contractor Monitoring Summary, as specified in Section F, Attachment F3, Contractor Chart of Deliverables,
  21. QM/PI program monitoring and evaluation activities, which include:
    - a. Peer Review and QM/PI Committees that meet at least quarterly or more frequently, as needed (e.g., Ad Hoc Meeting or more frequently recurring meetings) and are chaired by the Contractor's local Chief Medical Officer/Medical Director, and
    - b. Other subcommittee(s) under the QM Committee, as required, or as a need is identified.
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- AHCCCS reserves the right to be in attendance as a silent witness to requested Peer Review Committee Meetings.
22. Requirements for its QM Committee to proactively and regularly review member grievance and appeal data to identify:
    - a. Outlier members who have filed multiple complaints, grievances, or appeals regarding services, or against the Contractor, or
    - b. Members who contact governmental entities for assistance, including contact to AHCCCS, for the purposes of assigning a care coordinator to assist the member in navigating the health care system.
  23. Collection and submission of performance measure data, including any required by the State or CMS [42 CFR 457.1201(n)(2), 42 CFR 457.1240(b), 42 CFR 438.330(a)(2), 42 CFR 438.330(b)(2), 42 CFR 438.330(c)],
  24. Mechanisms to detect both underutilization and overutilization of services [42 CFR 457.1240(b), 42 CFR 457.1240(f), 42 CFR 457.1201(n)(2), 42 CFR 438.330(b)(3)],
  25. Implementation of processes to assess, plan, implement, and evaluate QM/PI activities related to the care and services provided to members, in conformance with AMPM requirements [42 CFR 438.330(a)(1), (b)(1)-(2)],
  26. Performance measurement and performance improvement projects, as specified in this section, AMPM Policies 910, 970, and 980 [42 CFR 457.1240(b), 42 CFR 438.330(a)(2), 42 CFR 438.330(b)(1), 42 CFR 438.330(c), 42 CFR 438.330(d), 42 CFR 438.330(a)(2)],
  27. Routine, and ad hoc, dissemination of subcontractor and provider quality improvement related information including performance metrics, dashboard indicators, and member outcomes to the State and key stakeholders, inclusive of members and family members,
  28. A written QM/PI Program Plan in accordance with 42 CFR 438.330, AMPM Policy 920, and Section F, Attachment F3, Contractor Chart of Deliverables, and
  29. Timely, accurate, and complete submission of QM/PI Program deliverables that address strategies and performance for program activities, as specified in this section, AMPM, and Section F, Attachment F3, Contractor Chart of Deliverables. Information included within the Contractors deliverable submissions and utilized as part of AHCCCS' External Quality Review Reporting may become public information and available to all interested parties on the AHCCCS website.

***Health Care-Acquired Conditions and Other Provider-Preventable Conditions:*** Federal regulation prohibits payment for Provider-Preventable Conditions that meet the definition of a Health Care-Acquired Condition (HCAC) or an Other Provider-Preventable Condition (OPPC). OPPC refers to a condition occurring in any health care setting and that meets the following criteria [42 CFR 434.6(a)(12)(i), 42 CFR 438.3(g), 42 CFR 447.26(a), 42 CFR 447.26(b), 42 CFR 447.26(c)]:

1. Is identified in the Arizona State plan,
2. Has been found by the State, based upon a review of medical literature by qualified professionals, to be reasonably preventable through the application of procedures supported by evidence-based guidelines,
3. Has a negative consequence for the beneficiary,
4. Is auditable, and



5. Includes, at a minimum, wrong surgical or other invasive procedure performed on a patient; surgical or other invasive procedure performed on the wrong body part; surgical or other invasive procedure performed on the wrong patient [42 CFR 447.26(b)].

If an HCAC or OPPC is identified, the Contractor shall conduct a Quality of Care (QOC) investigation as specified in AMPM Chapter 900 [42 CFR 438.3(g), 42 CFR 434.6(a)(12)(ii), 42 CFR 447.26(d)].

**Seclusion and Restraint:** The Contractor shall adhere to Federal and State laws that govern member rights when delivering services, including (at a minimum) the protection and enforcement, at a minimum, of a person's right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation [42 CFR 457.1220, 42 CFR 438.100(a)(1), 42 CFR 100(b)(2)(v)]. The Contractor shall follow local, State and Federal regulations and requirements related to seclusion and restraint. Reports regarding incidents of seclusion and restraint shall be submitted to AHCCCS as specified in AMPM Policy 962 and as specified in Section F, Attachment F3, Contractor Chart of Deliverables (A.R.S. § 36-513, A.R.S. § 41-3804).

**Credentialing:** The Contractor shall demonstrate that its providers are credentialed and reviewed through the Contractor's Credentialing Committee [42 CFR 457.1230(a), 42 CFR 438.206(b)(6)]. The Contractor shall refer to the AMPM Chapter 900 and Section F, Attachment F3, Contractor Chart of Deliverables for reporting requirements.

The Contractor shall comply with uniform temporary/provisional credentialing, initial credentialing, and recredentialing practices for all provider types as follows [42 CFR 457.1208, 42 CFR 457.1233(a), 42 CFR 438.206(b)(6), 42 CFR 438.12(a)(2), 42 CFR 438.214(b)]:

1. Document temporary/provisional credentialing, initial credentialing, and recredentialing, of individual and organizational providers who have signed contracts or participation agreements with the Contractor or those that meet the requirements of AMPM Policy 950 [42 CFR 438.206(b)(1)-(2)],
2. Demonstrate that its providers are credentialed and reviewed through the Contractor's Credentialing Committee that is chaired by the Contractor's local Chief Medical Officer/Medical Director,
3. Comply with requirements as specified in AMPM Policy 950 and as specified in Section F, Attachment F3, Contractor Chart of Deliverables,
4. Not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment, and
5. Not employ or contract with providers excluded from participation in Federal health care programs [42 CFR 457.1233(a), 42 CFR 438.214].

**Credential Verification Organization Contract:** The Arizona Association of Health Plans (AzAHP) has established a Contract with a Credential Verification Organization (CVO) that is responsible for:

1. Receiving completed applications, attestations, and primary source verification documents, and
2. Conducting annual CVO entity site visits to ensure compliance with AHCCCS requirements.

The AHCCCS Contractor shall utilize the contracted CVO as part of its credentialing and recredentialing process, regardless of membership in the AzAHP. This requirement eases the administrative burden for providers that contract with AHCCCS Contractors which often results in duplicative submission of information used for credentialing purposes. The Contractor shall follow the AHCCCS recredentialing timelines for providers that submit their credentialing data and forms to the AzAHP CVO.

The Contractor is responsible for completing the credentialing process. The Contractor shall continue to include utilization, performance, compliance, and quality of care documentation, as specified in the AMPM, to complete the credentialing or recredentialing files that are brought to the Credentialing Committee for a decision. In addition, the Contractor shall also meet AMPM Policy 950 requirements for temporary/provisional credentialing.

**Credentialing Timelines:** The Contractor is required to process credentialing applications in a timely manner. To assess the timeliness of temporary/provisional and initial credentialing, a Contractor shall calculate, report to AHCCCS, and notify providers of credentialing decisions (approved or denied) as specified in AMPM Policy 950.

The Contractor shall ensure that they have a process in place to monitor occurrences which may have jeopardized the validity of the credentialing process, at a minimum, on an annual basis. The Contractor shall report the credentialing information with regard to all credentialing applications, as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

**Accreditation:** The Contractor is required to inform AHCCCS/DHCM, Quality Improvement Team as to whether it has been accredited by a private independent accrediting entity. If the Contractor has received accreditation by a private independent accrediting entity, the Contractor shall provide AHCCCS a copy of its most recent accreditation review, including the following [42 CFR 457.1240(c), 42 CFR 438.332(a) and 42 CFR 438.332(b)(1)-(3)]:

1. Its accreditation status, survey type, and level (as applicable),
2. Recommended actions or improvements, Corrective Action Plans (CAPs), and summaries of findings, and
3. The expiration date of the accreditation.

This information shall be made available on the AHCCCS website [42 CFR 438.332(c)(1)]. Should the Contractor renew or lose its accreditation (either due to non-renewal or revocation), the Contractor shall provide AHCCCS written notification (in the case of losing its accreditation) or a copy of the renewal certificate, as applicable, within 15 calendar days of notification or receipt from the accrediting entity.

***National Committee for Quality Assurance Accreditation:*** The Contractor shall achieve National Committee for Quality Assurance (NCQA) First Accreditation, inclusive of the NCQA Medicaid Module, specific to its Medicaid Line of Business by October 1, 2023; AHCCCS will adjust this timeline accordingly if funding is not available.

***Incident, Accident, and Death Reporting:*** The Contractor shall develop and implement policies and procedures that require individual and organizational providers to report to the Contractor, the Regulator, and other appropriate authorities, Incident, Accident and Death (IAD) Reports in conformance with requirements established by AHCCCS and as specified in AMPM Policy 961. IAD Reports shall be submitted as specified in Attachment F3, Contractor Chart of Deliverables.

***Quality of Care Concerns and Investigations:*** The Contractor shall establish and implement mechanisms to assess the quality and appropriateness of care provided to members, including members with special health care needs, [42 CFR 457.1230(c), 42 CFR 438.208(c)(4), 42 CFR 438.330(a)(1), 42 CFR 438.330(b)(4)]. The Contractor shall assess incidents for potential Quality of Care (QOC) concerns and develop a process that delineates between non-AHCCCS reportable events and AHCCCS-reportable events (which includes incidents of: Health Care-Acquired Conditions, Other Provider-Preventable Conditions, abuse, neglect, exploitation, injuries, high profile cases, suicide attempts, substance use disorders/opioid-related concerns, alleged human rights violations, and unexpected death). The Contractor shall develop a process to report incidents to AHCCCS/DHCM, Quality Management Team and as specified in Attachment F3, Contractor Chart of Deliverables. The Contractor shall also report Adverse Actions to Provider to AHCCCS/DHCM, Quality Management as specified in Attachment F3, Contractor Chart of Deliverables.

The Contractor shall develop and implement policies and procedures that analyze quality of care issues through identifying the issue, initial assessment of the severity of the issue, and prioritization of action(s) needed to resolve immediate care needs when appropriate. The Contractor shall establish a process to ensure that all staff and providers are trained on how to refer suspected quality of care issues to quality management. This training shall be provided during new employee orientation (within 30 days of hire) and annually, thereafter.

The Contractor shall monitor contracted providers for compliance with Quality Management metrics, as well as member health and safety; Quality Management staff shall lead all monitoring and investigative efforts. The Contractor shall establish mechanisms to track and trend member and provider issues. The Contractor shall comply with requirements, as specified in Contract and AMPM Policy 960.

**Subcontractor Monitoring:** The Contractor shall develop and submit a Subcontractor Performance Monitoring Plan as a component of its QM/PI Program, to include language that addresses, at a minimum, the timely handling, completion, and submission of (in accordance with Contract and Policy requirements) the following quality management functions:

1. IAD Report,
2. QOC Concerns and investigations,
3. AHCCCS required Performance Measure calculations and reporting,
4. Performance Improvement Projects,
5. Provisional, initial, organizational, and recertification processes and requirements,
6. Medical Record Reviews, and
7. Peer Review processes.

AHCCCS will accept the AzAHP review process to meet this audit requirement. A Corrective Action Plan (CAP) shall be developed and implemented when provider monitoring activities reveal poor performance, as follows:

1. When performance falls below the minimum performance level, or
2. Shows a statistically significant decline from previous period performance.

**Provider Quality Monitoring:** Provider Quality Monitoring functions include but are not limited to the service site assessments of all providers as specified in AMPM Policy 910. The Contractor shall conduct comprehensive quality audits of each location where members receive services.

The Contractor shall ensure:

1. Instances where concerns are identified, corrective actions are implemented in order to bring the provider into compliance,
2. Any potential QOCs are immediately (within 24 hours) referred to the QOC triage team for review,
3. Utilization of standardized monitoring tools by provider type, as required by AHCCCS, and
4. IRR of quality monitoring processes with documented testing and results of individuals completing provider quality monitoring activities.

**Performance Improvement Projects:** The Contractor shall implement Performance Improvement Projects (PIPs) designed to achieve and sustain significant improvement in the areas of clinical and non-clinical care, through ongoing measurements and interventions, as specified in AMPM Chapter 900, and involve the following [42 CFR 457.1240(b), 42 CFR 438.330(d)(i)-(iv)]:

1. Measurement of performance using objective quality indicators,
2. Implementation of interventions to achieve improvement in access to and quality of care,
3. Evaluation of the effectiveness of the interventions based on measures collected as part of the PIP, and
4. Planning and initiation of PIP activities for increasing or sustaining improvement.

PIPs are mandated by AHCCCS; however, the Contractor shall also identify and implement additional PIPs based on self-identified opportunities for improvement, as supported by root cause analysis, external/internal data, surveillance of trends, or other information available to the Contractor. If the Contractor holds AHCCCS Contracts for more than one Line of Business, the Contractor shall submit separate reports for each Line of Business that contain rates and results specific to the Line of Business for which the submission pertains. For AHCCCS-mandated PIPs, the Contractor shall report combined rates/percentages for Title XIX and Title XXI. In addition, the Contractor shall ensure the inclusion of subpopulation data and disparities analysis within its reporting, with the identification of targeted interventions to be implemented specific to findings. Upon notification and direction from AHCCCS, the Contractor shall participate in AHCCCS workgroup sessions aimed to identify barriers and develop action plans to address system performance.

The Contractor shall report the status and results of each PIP to AHCCCS, no less than once per year and as requested, using the AHCCCS Performance Improvement Project (PIP) Reporting Template included in AMPM Policy 980 and as specified in Section F, Attachment F3, Contractor Chart of Deliverables. Performance for each PIP shall be evaluated minimally on an annual basis, or more frequently, so information related to the Contractor's performance can be reviewed and evaluated, with interventions revised accordingly [42 CFR 457.1240(b), 42 CFR 438.330(d)(1), 42 CFR 438.330(d)(3)]. PIP report submissions by the Contractor shall be provided to the External Quality Review Organization (EQRO) for review, evaluation, and potential inclusion within EQR annual technical report findings. In addition, AHCCCS may elect to require EQRO validation of AHCCCS-Mandated and Contractor Self-Selected PIP reports.

**Performance Measures:** To meet program and reporting requirements, standardized performance measures shall be measured and reported on an annual basis, or more frequently, as determined by AHCCCS [42 CFR 438.330 (c)]. Performance measures shall be collected, monitored, and evaluated in accordance with AMPM Policy 970. AHCCCS may utilize administrative, hybrid, or other methodologies for collecting and reporting performance measure rates, as allowed by CMS Core Measure Sets, NCQA for selected HEDIS® measures, other entities for nationally recognized measure sets, or as determined by AHCCCS.

For Contract Year Ending (CYE) 2022 (10/1/2021 through 9/30/2022) Performance Measures shall be reflective of the Calendar Year 2022 (1/1/2022 through 12/31/2022) measurement period in alignment with the applicable CMS Adult and Child Core Set technical specification requirements and NCQA HEDIS® technical specification requirements.

**AHCCCS Performance Measures (Statewide Aggregate Rates):** Technical specifications for statewide aggregate performance measure calculations are based on the CMS Core Measure Sets methodologies. AHCCCS may utilize other methodology sources, such as NCQA HEDIS® or develop methodologies for measurement that are reflective of the Arizona system of care delivery model.

Performance measure performance is evaluated annually using the official rates described in the preceding paragraph; these rates are considered the official measurements for statewide reporting.

In lieu of AHCCCS calculated statewide hybrid aggregate rates, AHCCCS may elect to utilize Contractor calculated hybrid performance measure rates that have been aggregated for official statewide reporting. Official statewide rates will be compared with the Centers for Medicare and Medicaid Services (CMS) Adult/Child Core Sets, Child and Adult Health Care Quality Measures, national Medicaid Median (CMS Medicaid Median), or NCQA HEDIS® Medicaid Mean for selected HEDIS®-Only Measures, that aligns with the Calendar year for which the data reflects.

**CMS-416:** The EPSDT Participation and Preventive Dental Services performance measures utilize methodology established within the CMS Instructions for Completing Form CMS-416: Annual Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) Participation Report, which can be found on the AHCCCS website.

AHCCCS uses the national CMS-416 methodology to generate the EPSDT Participation and Preventive Dental Services rates. The aggregate rates for Title XIX, as well as the aggregate rates for Title XXI, are generated one time per year and reported to CMS within specified timeframes. AHCCCS may, in lieu of generating the rates, opt to utilize CMS-generated rates for reporting purposes. AHCCCS may require the Contractor to implement a corrective action plan or participate in mandatory workgroup activities when statistically significant declines in the Title XIX or Title XXI aggregate rates are identified.

**Hybrid Performance Measures:** AHCCCS may conduct hybrid performance measure reviews/audits for any CMS Child or Adult Core Set measure, NCQA HEDIS®, or other standardized measure to monitor and evaluate performance for performance measures and/or PIPs. AHCCCS conducted hybrid performance measure reviews/audits shall be reflective of statewide performance; however, AHCCCS reserves the right to conduct hybrid performance measure reviews/audits to also monitor Contractor and/or population/Line of Business performance. Contractor reported rates may be reported publicly, and the Contractor may be required to implement a CAP when: deficiencies are identified within hybrid performance measure rates, when hybrid performance measure rates do not meet performance requirements, or for declines in hybrid performance measure rates.

**Hybrid Data Collection Procedures:** AHCCCS may require the Contractor to submit data for standardized performance measures and/or PIPs within specified timelines and according to AHCCCS procedures for collecting and reporting the data. AHCCCS may elect to utilize an EQRO for conducting hybrid performance measure review/audit activities.

**Contractor Performance Measures (Contractor Specific Rates):** The Contractor shall comply with AHCCCS QM/PI requirements to improve the care, coordination, and services provided to AHCCCS members as demonstrated through performance metrics and performance measure reporting. The Contractor shall measure and report upon all measures included as part of the CMS Adult and Child Core Sets for the associated measurement period as well as select NCQA HEDIS® or other AHCCCS-required measures, as listed below, in accordance with AHCCCS instruction.

HEDIS® OR OTHER ADULT/CHILD MEASURES
Annual Dental Visit (ADV)
Mental Health Utilization (MPT)
Use of Opioids at High Dosage (HDO)
Initial Visit within 30 days for Members Newly Identified with a CRS Condition (AHCCCS) - Tabled

As measure sets are updated, performance measures required by AHCCCS may also be updated to reflect the changes.

As part of the Contractor's performance measure data collection, reporting, and analysis, the Contractor shall:

1. Calculate, analyze, and report rates specific to the Line of Business.
2. Calculate and report combined rates/percentages for Title XIX and Title XXI populations; however, the Contractor shall have the ability to calculate and report numerators, denominators, and rate/percentage for Title XIX as well as Title XXI, which shall be provided in accordance with AHCCCS request or instructions.
3. Analyze and have the ability to report performance measure data specific to applicable subpopulations (e.g., members with special health care needs, including, but not limited to EPSDT, maternal, behavioral health category, and CRS designated members) in accordance with AHCCCS instruction and request.
4. Analyze and have the ability to report results by placement (e.g., HCBS vs. nursing facility), system of care delivery model, GSA, or County, applicable member designations, and/or other applicable demographic and SDOH factors.
5. Conduct routine monitoring and implement population/subpopulation specific targeted interventions, meant to ameliorate, or eliminate identified disparities, which are based on evaluation and analysis of previous performance.
6. Ensure qualified staff and personnel are utilized in the data collection and reporting process.

The Contractor is responsible for collecting valid and reliable data in accordance with associated measure specifications, as well as technical guidance and instructions provided by AHCCCS and/or AHCCCS' EQRO conducting validation activities. Responsibility for validation and oversight of performance measure data collection and rate reporting in alignment with AHCCCS requirements remain with the Contractor, despite utilization of a vendor or subcontractor to conduct performance measure calculations or hybrid reviews on its behalf. The Contractor shall comply with all manuals, documents, and guides referenced within this section to improve performance for performance measures.

**Hybrid Performance Measures:** The Contractor shall participate in hybrid performance measure reviews/audits for all measures identified by AHCCCS, at intervals specified by AHCCCS. The Contractor shall also participate in hybrid immunization audits to assess the immunization status of members at 24 months of age and by 13 years of age, at intervals specified by AHCCCS. AHCCCS' EQRO may conduct a study to validate the Contractor's collection process, collected data, and/or reported rates.

The number of records that each Contractor collects will be based on CMS Core measure specifications, NCQA HEDIS® specifications, EQRO, or other sampling guidelines in accordance with instructions provided by AHCCCS. The number of records that each Contractor collects may be affected by the Contractor's previous performance rate for the associated measure. The Contractor shall comply with and implement the hybrid methodology data collection as directed by AHCCCS. If records are missing for more than five percent of the Contractor's final sample, the Contractor is subject to sanctions by AHCCCS.

**Hybrid Data Collection Procedures:** When requested by AHCCCS, the Contractor shall submit data for standardized performance measures and/or PIPs within specified timelines and according to AHCCCS procedures for collecting and reporting the data. The Contractor shall collect data from medical records, electronic health records, or through other AHCCCS approved mechanisms in accordance with the technical specifications and/or methodology identified by AHCCCS. Data for AHCCCS directed hybrid studies shall be reported utilizing a standardized format for each hybrid measure, with allowable supporting documentation submitted, in accordance with AHCCCS provided instructions. Data collected for performance measures and/or PIPs shall be completed and maintained by the Contractor in a standardized format, in accordance with instructions and timelines provided by AHCCCS. The Contractor shall submit hybrid study-related documentation per instructions provided by AHCCCS.

The Contractor shall also ensure that data collected by multiple parties/individuals for performance measures and PIP reporting is consistent and comparable through an implemented IRR process, as specified in AMPM Policy 970. Failure to follow the data collection and reporting instructions that accompany the data request may result in regulatory actions including, but not limited to, sanctions imposed on the Contractor.

The Contractor shall implement a process for internally monitoring and reporting performance measure rates, utilizing a standardized or adopted methodology, as defined, and determined by AHCCCS, for each required performance measure. The Contractor shall evaluate performance, based on unique population/Line of Business and applicable subpopulations, utilizing a Calendar Year. The Contractor shall have a mechanism for its QM/PI Committee to report the Contractor's performance on an ongoing basis to its CEO, stakeholders, and other key staff.

The Contractor shall measure, evaluate, and report performance measure rates in accordance with AHCCCS instructions. Contractor calculated rates that have been validated by AHCCCS' EQRO are the official rates utilized for determination of Contractor compliance with performance requirements. AHCCCS reserves the right to calculate and report rates, in lieu of Contractor calculated rates, which may be utilized as the official rates when determining Contractor compliance with performance measure requirements. AHCCCS calculated rates that have been validated by the EQRO are the official rates utilized for statewide aggregate rates; however, AHCCCS may elect to utilize Contractor calculated rates that have been validated and compiled by AHCCCS' EQRO as the official Line of Business, and/or statewide aggregate rates.



**Contractor Performance Measure Reporting:** The Contractor shall include all Medicaid Managed Care enrolled members within its performance measure reporting and report rates specific to Line of Business; Contractors shall adhere to continuous enrollment criteria as outlined in the associated measure specifications. The Contractor shall have the ability to report numerators, denominators, and rate/percentage for Title XIX as well as Title XXI, which shall be provided in accordance with AHCCCS request or instructions.

The Contractor shall have the ability to report and provide, in accordance with AHCCCS instruction and request, performance measure data specific to:

1. Applicable subpopulations (i.e., members with special health care needs, including, but not limited to: EPSDT, maternal, behavioral health category, and Children's Rehabilitative Services (CRS) designated members),
2. Placement (e.g., HCBS vs. nursing facility),
3. System of care delivery model,
4. Geographic Service Areas (GSA) or County,
5. Applicable member designations, and
6. Other applicable demographic and SDOH factors.

Based on the evaluation and analysis of current and previous performance, the Contractor shall conduct and report disparity analysis findings and activities meant to ameliorate or eliminate identified disparities.

The Contractor is responsible for monitoring and reporting to the AHCCCS/DHCM, Quality Improvement Manager the status of, and any discrepancies identified in encounters received by AHCCCS including paid, denied, and pended for purposes of Performance Measure monitoring prior to the official rate calculations being conducted.

The Contractor's performance measure monitoring, inclusive of measurable goals/objectives, rates, analysis, and newly implemented or revised interventions shall be reported to AHCCCS as part of its QM/PI Program Plan in accordance with this section; Section F, Attachment F3, Contractor Chart of Deliverables; and as required by AHCCCS. In addition, the Contractor is required to submit quarterly performance measure monitoring results to AHCCCS within its Performance Measure Monitoring Report as specified in Section F, Attachment F3, Contractor Chart of Deliverables. The Contractor shall report in alignment with the requirements found in AMPM Policy 910, 920, 970 and 980.

**Quality Improvement Performance Requirements:** Contractor performance is evaluated annually using the official rates described in the preceding section. These rates are considered the official measurements for each performance measure. Contractor specific official rates will be compared with the Line of Business aggregate rates, as applicable, and the NCQA HEDIS® Medicaid Mean or the CMS Medicaid Median (for selected CMS Core Set-Only Measures), as identified by AHCCCS. The Contractor shall perform in accordance with established standards, as specified in this section. Contractor performance that does not meet established standards per official reporting may be subject to regulatory action, which may include a sanction, for each deficient measure/measure rate.

The Contractor shall meet and sustain, as well as ensure that each subcontractor meets and sustains, the NCQA HEDIS® Medicaid Mean/CMS Medicaid Median for each performance measure/measure rate [42 CFR 438.330(b)(1)-(2) and (d)(1)]. It is equally important that, in addition to meeting the NCQA HEDIS® Medicaid Mean/CMS Medicaid Median the Contractor continually improves performance measure outcomes from year to year.

The Contractor shall show demonstrable and sustained improvement toward meeting the associated Line of Business aggregate rate, as applicable, and the associated NCQA HEDIS® Medicaid Mean/CMS Medicaid Median. AHCCCS will require the Contractor to implement a CAP for performance measures that do not meet the associated NCQA HEDIS® Medicaid Mean/CMS Medicaid Median. AHCCCS may require the implementation of a CAP for measures that are below the associated Line of Business aggregate rates. AHCCCS may require the implementation of a CAP for measures that show a statistically significant decline in its rate. This includes measures that show a statistically significant decline that meets or exceeds the associated NCQA HEDIS® Medicaid Mean/CMS Medicaid Median, as well as meets or exceeds the associated AHCCCS Line of Business aggregate rate. In addition, AHCCCS may require the Contractor to implement a CAP or participate in mandatory workgroup activities when statistically significant declines in the aggregate/population specific rate(s) are identified even when the rate(s) meets or exceeds the associated NCQA HEDIS® Medicaid Mean/CMS Medicaid Median. AHCCCS may require the Contractor to conduct a chart audit for validation of any performance measure that falls below the associated NCQA HEDIS® Medicaid Mean/CMS Medicaid Median.

AHCCCS may impose sanctions on the Contractor if it does not show statistically significant improvement in its official rates. Sanctions may also be imposed: for statistically significant declines in official rates, even if they meet or exceed the associated Line of Business aggregate rate, as applicable, and/or the associated NCQA HEDIS® Medicaid Mean/CMS Medicaid Median; for any rate that does not meet the associated NCQA HEDIS® Medicaid Mean/CMS Medicaid Median; for a rate that has a significant impact to the Line of Business or statewide aggregate rate; for any rate that falls from a higher to lower performing percentile/quartile in alignment with the associated NCQA HEDIS® Medicaid Mean/CMS Medicaid Median benchmark data. AHCCCS may require the Contractor to demonstrate that they are allocating increased administrative resources to improving rates for a particular measure or service area.

Upon notification and direction from AHCCCS, the Contractor shall:

1. Participate in mandatory technical assistance sessions. The Contractor may also request technical assistance as needed,
2. Participate in AHCCCS workgroup sessions aimed to identify barriers and develop action plans to address system performance,
3. Propose and implement Contractor-specific corrective action plans (CAPs) for official statewide aggregate rates on the CMS Scorecard that that:
  - a. Do not meet the published NCQA HEDIS® Medicaid Mean/CMS Medicaid Median, or
  - b. Demonstrate a significant decline for the applicable measurement period.

4. Propose and implement Contractor-specific CAPs inclusive of targeted interventions, meant to ameliorate or eliminate identified disparities, which are based on AHCCCS evaluation and analysis of performance measure performance for which statistically significant disparities are identified.

**Quality Improvement Corrective Action Plans:** An evidence-based CAP inclusive of elements specified in AMPM Policy 920 shall be received by AHCCCS within 30 days of the notification from AHCCCS of the deficiency(s). Proposed CAPs shall be approved by AHCCCS prior to implementation and CAP updates shall be submitted at intervals specified by AHCCCS. In addition, AHCCCS may conduct one or more follow-up desktop or on-site reviews to verify compliance with a CAP. The Contractor shall develop an evidence-based CAP inclusive of elements specified in AMPM Policy 920 within 30 days of notification from AHCCCS of a Quality Improvement (QI) related deficiency(s) and implement the CAP following AHCCCS' review and approval. The Contractor shall also identify and implement additional CAPs based on self-identified opportunities for improvement, as supported by root cause analysis, external/internal data, surveillance of trends, or other information available to the Contractor. Self-implemented CAPs and associated CAP updates shall be submitted upon AHCCCS request.

If an extension of time is needed to complete the submission, the Contractor may submit a formal request for AHCCCS' consideration via email communication sent before the deliverable due date to the AHCCCS/DHCM, Operations Compliance Officer and Quality Improvement Team Manager, in accordance with AMPM Policy 920 requirements.

**Member Satisfaction Surveys:** The Contractor shall, as requested by AHCCCS, participate in member satisfaction surveys in accordance with Statewide Consumer Survey protocol [42 CFR 438.340(a), 42 CFR 438.340(b)(4)]. AHCCCS may provide the survey tool or require the Contractor to develop the survey tool which shall be approved in advance by AHCCCS and as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

Member satisfaction survey findings or performance rates for survey questions may result in regulatory action. The results of the surveys may become public information and available to all interested parties on the AHCCCS website. The Contractor may be required to participate in workgroups and other efforts that are initiated based on the survey results. The Contractor may participate in or conduct additional surveys based upon findings from the previously conducted member satisfaction survey, as approved by AHCCCS, as part of designing its quality improvement or CAP activities.

**Health Disparity Summary and Evaluation Report:** The Contractor shall develop and implement a Health Disparity Summary and Evaluation Report that provides an analysis of the effectiveness of implemented strategies and interventions in meeting its health equity goals and objectives during the previous Calendar Year, a detailed overview of the Contractor's identified health equity goals/objectives for the upcoming Calendar Year, and targeted strategies/interventions planned for the upcoming Calendar Year to achieve its goals. The Contractor shall submit the Health Disparity Summary and Evaluation Report in report format and as a component of the Contractor's QM/PI Program Plan submission, as specified in AMPM Policy 920 and Section F, Attachment F3, Contractor Chart of Deliverables.

**Engaging Members through Technology Executive Summary:** The Contractor shall develop and implement a strategic plan for the upcoming calendar year to engage and educate its membership, as well as improve access to care and services, through telehealth services and web-based applications intended to assist members with self-management of health care needs. Within its plan, the Contractor shall identify web/mobile-based applications utilized in its outward-facing communication with members. The Contractor shall also identify subpopulations that can benefit from web/mobile based applications used to assist members with self-management of health care needs (e.g., chronic conditions, pregnancy, SDOH resources, or other health related topics the Contractor considers to be most beneficial to members), implementing and evaluating targeted Engaging Members through Technology (EMTT) related activities specific to these areas. The Contractor shall submit an EMTT Executive Summary, in report format and as a component of the Contractor's QM/PI Program Plan submission, as specified in AMPM Policy 920 and Section F, Attachment F3, Contractor Chart of Deliverables.

**Contractor's Best Practices and Follow Up on Previous Year's EQR Report Recommendations:** The Contractor shall submit its Best Practices and Follow Up on Previous Year's EQR Report Recommendations, as specified in AMPM Policy 920 and Section F, Attachment F3, Contractor Chart of Deliverables.

**Targeted Investments:** AHCCCS' Targeted Investments (TI) program outlines requirements that providers agree to implement to support and enable their ability to offer improved integration of physical and behavioral health services for members. These requirements, identified as core components, are found at [www.azahcccs.gov/PlansProviders/TargetedInvestments/](http://www.azahcccs.gov/PlansProviders/TargetedInvestments/). The Contractor shall consider alignment with these core components when developing and implementing strategies to support integration efforts.

**Ambulatory Medical Record Review Audit:** The Contractor shall conduct an Ambulatory Medical Record Review (AMRR) audit according to the requirements outlined below, as well as within AMPM 940. The audit shall include the following provider types, including PCPs that serve children (i.e., children defined as less than 21 years of age) and obstetricians/gynecologists. The Medical Record review process shall consist of monitoring a group practice based on the following number of practitioners within the group practice:

- Group practice with one to 2 practitioners, eight charts per practitioner.
  - Group practice with three to six practitioners, four charts per practitioner.
  - Group practice with seven-15 practitioners, two charts per practitioner.
  - Group practice with 16+ practitioners, a maximum of 30 charts shall be reviewed.
1. If the score after review of the required number of charts identified above, is less than 85 percent, technical assistance shall be provided to the practitioner, and the practitioners shall also be audited the following year,
  2. If the score after eight charts is 85 percent or greater, yet areas of deficiency are found, technical assistance shall be given to the practitioner, and
  3. For providers that do not treat children or pregnant members, the following process shall occur unless a different methodology is reviewed and approved by AHCCCS:

- a. A random sample of 30 providers per Geographic Service Area (GSA) will be pulled for audit each year. Eight charts will be audited per provider,
- b. If the score after eight charts is less than 85 percent, technical assistance shall be given to the provider, and the provider shall also be re-audited the following year,
- c. If the score after eight charts is 85 percent or greater, yet areas of deficiency are found, technical assistance shall be given to the provider, and
- d. If, after all the audits are completed and noted trends are identified around deficiencies or improvement opportunities, the entire network shall receive education and guidance on the issues identified.

For the AMRR, Arizona Association of Health Plans (AzAHP) maintains oversight of the administrative processes through regular collaboration with the Contractors, including development and maintenance of the audit tool, data analysis, assistance with provider identification and audit rotation schedule. Any additional processes that have been established prior to October 1, 2020, by way of agreement between a Contractor and AzAHP may continue as is. Any alteration to these established processes will require AHCCCS approval. For completion of the AMRR, a Registered Nurse (RN) or a Licensed Practical Nurse (LPN) with current Licensure under the Arizona State Board of Nursing shall be utilized to conduct the audit.

In addition, the Contractor shall:

1. Follow local, State and Federal regulations and requirements related to seclusion and restraint. Reports regarding incidents of seclusion and restraint shall be submitted to AHCCCS, OHR and HRC as specified in AMPM Policy 962 and as specified in Section F, Attachment F3, Contractor Chart of Deliverables (A.R.S. § 36-513),
2. Submit deliverables related to Actions Reported to the National Provider Data Bank (NPDB) or a Regulatory Board, as specified in Section F, Attachment F3, Contractor Chart of Deliverables, and
3. Submit deliverables related to Quality Management as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

### **23. MEDICAL MANAGEMENT**

The Contractor shall ensure an integrated Medical Management (MM) process or system that is designed to assure appropriate utilization of health care resources, in the amount and duration necessary to achieve the desired health outcomes, across the continuum of care, from preventive care to hospice care.

The Contractor shall have a process to report MM data and management activities through the Contractor's MM Committee. The Contractor's MM Committee shall utilize the Plan, Do, Study, Act (PDSA) cycle to analyze the data, make recommendations for action, monitor the effectiveness of actions, and report these findings back to the MM Committee for review and ongoing process improvement.

The Contractor shall assess, monitor, and report medical decisions quarterly through the Contractor's MM Committee to assure compliance with timeliness, language, Notice of Adverse Benefit Determination intent, and that the decisions comply with all Contractor coverage criteria.

The Contractor shall maintain a written Medical Management Program Plan that address the monitoring of MM activities. Refer to AMPM Policy 1010. The Contractor shall develop a plan outlining short- and long-term strategies for improving care coordination using the physical and behavioral health care data available for members with behavioral health needs. In addition, the Contractor shall develop an outcome measurement plan to track the progress of the strategies. The plan outlining the strategies for improving care coordination and the outcome measurement shall be reported in the Medical Management Program Plan submitted to AHCCCS as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

The Contractor shall implement processes to assess, plan, implement, evaluate, and as mandated, report MM monitoring activities as specified in AMPM Chapter 1000 and Section F, Attachment F3, Contractor Chart of Deliverables. The Contractor shall evaluate, interpret variances, and monitor required MM activities, as specified in the AMPM Chapter 1000, including [42 CFR Part 457 and 42 CFR Part 438]:

1. Utilization Data Analysis and Data Management,
2. Concurrent review,
3. Discharge Planning,
4. Prior authorization and Service Authorization,
5. Inter-rater Reliability,
6. Retrospective Review,
7. Clinical Practice Guidelines,
8. New Medical Technologies and New Uses of Existing Technologies,
9. Contractor Care Management and Coordination,
10. Disease/Chronic Care/Management, and
11. Drug Utilization Review.

The Contractor shall ensure that each member has a designated individual or entity that is primarily responsible for coordinating services for the member. The Contractor shall have procedures to ensure that each member has an assigned primary care provider that provides care appropriate to the member's needs. The Contractor is required to provide the member with information on how to contact their designated individual or entity [42 CFR 457.1230(c), 42 CFR 438.208(b)(1)].

The Contractor shall have in effect mechanisms to assess the quality and appropriateness of care furnished to members with special health care needs [42 CFR 438.240(b)(4)]. The Contractor shall implement procedures to deliver primary care to and coordinate health care service for members. These procedures shall ensure that each member has an ongoing source of primary care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the health care services furnished to the member [42 CFR 438.208].

The Contractor shall make a best effort to conduct an initial screening of each member's needs as specified in AMPM Policy 910 [42 CFR 457.1230(c), 42 CFR 438.208(b)(3)]. The Contractor shall share with the State or other contracted entities serving the member, the results of any identification and assessment of the member's needs to prevent duplication of services and activities [42 CFR 457.1230(c), 42 CFR 438.208(b)(4)]. The Contractor shall have procedures to coordinate the services provided for members between settings of care including appropriate discharge planning for short-term and long-term hospital and institutional stays [42 CFR 457.1230(c), 42 CFR 438.208(b)(2)(i)].

The Contractor shall have procedures to coordinate the services provided for members between services provided by the Contractor and services received from other AHCCCS Contractors, from FFS Medicaid, or from the community and social support providers [42 CFR 457.1230(c), 42 CFR 438.208(b)(2)(i)-(iv)]. The Contractor shall coordinate care with other AHCCCS Contractors and PCPs that deliver services to Title XIX/XXI members [42 CFR 438.208(b)(3)-(4)].

**Care Management Program:** The Contractor shall ensure the provision of care management to assist members who may or may not have a chronic disease but have physical or behavioral health needs or risks that need immediate attention. Refer to AMPM Policy 1021. This care management shall assure members get the services they need to prevent or reduce an adverse health outcome. Care management should be short term and time limited in nature and may include assistance in making and keeping needed medical and or behavioral health appointments, hospital discharge instructions, health coaching and referrals related to the member's immediate needs, PCP reconnection and offering other resources or materials related to wellness, lifestyle, and prevention. The Contractor shall ensure the provision of care management to assist members experiencing barriers transition to a different level of care (e.g., discharge from an emergency department or inpatient hospital, admission to a residential setting) and assist members in accessing necessary services to ensure successful transition.

Care Management is designed to cover a wide spectrum of episodic and chronic health care conditions for members in the top tier of high need/high-cost members with an emphasis on proactive health promotion, health education, and disease management including consultation with a member's Treatment Team and direct engagement with members; and self-management resulting in improved physical and behavioral health outcomes. These activities are performed by the Contractor's Care Managers.

The Contractor shall employ care managers to perform Contractor care management functions as required in AMPM Chapters 500 and 1000. Contractor care managers should have expertise in member self-management approaches, member advocacy, navigating complex systems and communicating with a wide spectrum of professional and lay persons including family members, physicians, specialists, and other health care professionals.

The Contractor shall establish care management and Service Planning processes for members designated as having a CRS condition as specified in AMPM Policy 560.

Care Management is an administrative function of the Contractor and not a billable service including the day-to-day duties of case management. If the Contractor intends to delegate a portion of the Care Management functions, prior approval is required. Request for approvals shall be submitted as specified in ACOM Policy 438.

The Contractor shall assure that all staff members having contact with members or providers receive initial and ongoing training with regard to the appropriate identification and referral of quality of care/service concerns.

**High Need/High Cost:** The Contractor shall identify, monitor, and implement interventions for providing appropriate and timely care to members with high needs and/or high costs who have physical and/or behavioral health needs. Refer to AMPM Policy 1021. The Contractor shall submit counts of distinct members that are considered to have High Cost Behavioral Health Needs based on Contractor criteria. For the identified members the Contractor shall submit the number of prior authorizations and NOAs issued, as well as the concurrent and retrospective reviews of these for members identified within the State Fiscal Year (July 1-June 30). The Contractor shall submit the High Cost Behavioral Health Report as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

**Care Coordination for Survivors of Sex Trafficking:** The Contractor is responsible for providing outreach to members identified by the Arizona Child Abuse Hotline who are assessed as survivors of sex trafficking. Once notification is received by AHCCCS from the Hotline, AHCCCS will forward the notification to the Contractor. The Contractor or its contracted provider shall outreach to the member's guardian to provide trauma-informed resources, including but not limited to a description of how to access behavioral health assessment services and subsequent treatment if medically necessary. The Contractor shall ensure the results of the outreach and activities are communicated back to AHCCCS as specified in Section F, Attachment F3, Contractor Chart of Deliverables. Outreach activity results shall include the date of contact with the member's guardian and a description of services referred and/or delivered.

**Collaboration with System Stakeholders:** The Contractor shall work in partnership with Contractors in its Geographic Service Area(s) to meet, agree upon, and reduce to writing, a memorandum of understanding (MOU) and/or joint collaborative protocols with the following:

1. Administrative Office of the Courts (AOC),
2. Arizona Department of Child Safety (DCS),
3. Arizona Department of Corrections, Rehabilitation and Reentry (ADCRR),
4. Arizona Department of Economic Security (e.g., Adult Protective Services),
5. Arizona Department of Juvenile Corrections (ADJC),
6. Federal, state, county, municipal, and tribal courts,
7. Federal, state, county, municipal, tribal, and private jails/prisons/detention facilities,
8. Law enforcement (i.e., federal/state authorities, county sheriffs, municipal/tribal police),
9. Probation/Pretrial Service agencies (Adult and juvenile), and
10. Tribal Nations and Providers (Refer to this section below).



The Contractor shall address in each collaborative protocol, at a minimum, the following:

1. Procedures for each entity to coordinate the delivery of covered services to members served by both entities,
2. Mechanisms for resolving problems,
3. Information sharing,
4. Resources each entity commits for the care and support of members mutually served,
5. Procedures to identify and address joint training needs, and
6. Where applicable, procedures to have providers co-located with jails, prisons, and detention facilities or other agency locations as directed by AHCCCS.

In the collaborative protocols with justice system stakeholders also engaged programmatically in arrest diversion or incarceration alternative initiatives (e.g., sequential intercept modeling; crisis system utilization; and specialty court programs), the Contractor shall adopt strategies to optimize the use of services in support of arrest and incarceration diversion programs including, but not limited to, opioid/drug, mental health, homeless, domestic violence, and veterans courts.

The Contractor shall work in partnership with the RBHA and Contractors in its Geographic Service Area(s) to meet, agree upon and reduce to writing a memorandum of understanding (MOU) and/or joint collaborative protocols with local law enforcement and first responders. which, at a minimum, shall address:

1. Continuity of covered services during a crisis,
2. Information about the use and availability of Contractor's crisis response services,
3. Arrest diversion and alternatives to incarceration,
4. Strengthening relationships between first responders and providers when support or assistance is needed in working with or engaging members, and
5. Procedures to identify and address joint training needs.

At a minimum, the MOUs shall include the following Contractor care coordination requirements:

1. Partner with justice system stakeholders to communicate timely data necessary for coordination of care in conformance with all applicable administrative orders, 42 CFR Part 2, and Health Insurance Portability and Accountability Act (HIPAA) requirements that permit the sharing of written, verbal, and electronic information,
2. Establish and maintain coordination of care processes as specified in AMPM Policy 541 and AMPM Policy 1021, and
3. Utilize data sharing agreements and administrative orders that permit the sharing of written, verbal, and electronic information at the time of admission into the facility and at the time of discharge.

To the extent permitted by State and federal laws regarding privacy and confidentiality, the data may be shared without the permission of the member if the medications are used to treat substance use disorders and data may consist of:

1. Individual's Name (FN, MI, LN),
2. DOB,
3. AHCCCS ID,
4. Social Security Number,
5. Gender,
6. Court Ordered Treatment (COT) status,
7. Public Fiduciary/Guardianship status,
8. Assigned Behavioral Health Provider Agency,
9. Assigned Behavioral Health Provider's Phone Number,
10. Name of AHCCCS Complete Care Contractor
11. Primary Care Provider's Name,
12. Primary Care Provider's Phone Number,
13. Diagnoses (Medical and Psychiatric), and
14. Medications.

The Contractor shall:

1. Offer customized training that is designed to strengthen staff's ability to effectively work with individuals in correctional settings (i.e., jails, prisons, and detention facilities),
2. Share information that assists the clinical team in developing treatment plans that incorporate community release conditions, as appropriate, and
3. Develop policies and procedures that identify specific time frames to have the team (i.e., Correctional Facility, the Contractor, and Provider) convene to discuss services and resources needed for the individual to safely transition into the community upon release.

The Contractor shall review and update as needed, but no less than every 36 months all written protocols and MOUs and submit as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

***Coordination with AHCCCS Contractors and Primary Care Providers:*** The Contractor shall forward behavioral health records including copies or summaries of relevant information of each member to the member's PCP as needed to support quality medical management and prevent duplication of services.

The Contractor shall establish a process to ensure care coordination for pharmaceutical needs for members based on early identification of health risk factors or special care needs and ensure the following information, for all members referred by the PCP, is communicated to the PCP, upon request, no later than ten days from the request [42 CFR 438.208(b)(3)]:

1. Critical laboratory results as defined by the laboratory and required by specific medication(s), and

2. Prescriptive changes of a member's medication(s) within the same therapeutic class or a change to a new drug from a different therapeutic class.

**Justice System Reach-in Care Coordination:** To facilitate care coordination for members transitioning from correctional institutions, AHCCCS is engaged in data sharing agreements with most jails, prisons, and detention facilities providing a mechanism for a member's program eligibility to remain unaffected by incarceration in most cases. Rather than discontinuing program eligibility for incarceration, AHCCCS instead suspends a member's health plan enrollment temporarily to a "no pay" status during the period of incarceration and, upon release, immediately reinstates the previous enrollment to promote continuity of care. In support of this enrollment suspense initiative, the Contractor is required to engage in Justice System Reach-in Care Coordination activities.

The Contractor shall conduct reach-in care coordination for members incarcerated for 20 or more days and shall commence upon the knowledge of an anticipated release date. The contractor shall collaborate with justice system stakeholders (e.g., jails/prisons/detention facilities, courts, law enforcement, and community supervision agencies) to identify justice involved members with chronic and/or complex physical and/or behavioral health care needs prior to the member's release. Additionally, the Contractor shall conduct reach-in care coordination for incarcerated members who have substance use disorder and/or meet medical necessity criteria to receive Medication Assisted Treatment (MAT).

The Contractor shall report a Justice System Reach-In Plan and outcome summaries as part of its MM Program Plan. The Contractor shall monitor progress throughout the year and submit a Justice System Reach-In Monitoring Report including the number of members involved in reach-in activities and as specified in AMPM Policy 1022 and Section F, Attachment F3, Contractor Chart of Deliverables. AHCCCS may run performance metrics such as emergency room utilization, inpatient utilization, reduction in recidivism and other access to care measures for the population to monitor care coordination activities and effectiveness.

The Contractor shall notify AHCCCS upon becoming aware that a member may be an inmate of a public institution when the member's enrollment has not been suspended and will receive a file from AHCCCS as specified in Section D, Paragraph 51, Capitation Adjustment.

**Collaboration with Tribal Nations and Providers:** The Contractor shall consult with each Tribal Nation within the Contractor's assigned Geographic Service Area(s) (GSAs) to ensure availability of appropriate and accessible services. The Contractor shall designate a Tribal Coordinator to interface with Tribal Nations and providers. Refer to Section D, Paragraph 15, Staffing Requirements. The Contractor shall coordinate service delivery with Indian Health Services (IHS), 638 Tribal Facilities, or TRBHAs serving tribal members. The Contractor shall collaborate with Contractors in its GSA(s) to facilitate, at least semi-annually, meetings/forums with the IHS and 638 Tribal Facilities that serve American Indian members.

The Contractor's Tribal Coordinator shall:

1. Have comprehensive knowledge of tribes within the contracted GSA(s) and experience working with tribal populations,
2. Develop collaborative relationships with IHS and 638 Tribal Facilities, Tribes, Tribal Organizations, and Urban Indian Organizations (I/T/U), serving tribal members in its assigned GSA(s), for the purposes of care coordination, which shall include meetings and member data sharing,
3. Facilitate coordination of care to include face to face meeting with American Indian children, in residential facilities located off tribal lands, ensuring the child has communication with the tribal community. If face to face meetings are not feasible, due to circumstances such as public health emergencies or out of state placements, virtual meetings can be coordinated,
4. Communicate and collaborate with the tribal, county and state service delivery and legal systems and with the IHS and 638 Tribal Facilities to coordinate the involuntary commitment process for American Indian members,
5. Collaborate with the Tribes located within its assigned GSA(s) to provide mobile behavioral health and physical health services,
6. Collaborate with AHCCCS and IHS and 638 Tribal Facilities in order to improve communication through the utilization of health information exchange in order to improve coordination of care and health outcomes for American Indian members,
7. Attend and participate in all Tribal Consultation Meetings and collaborate with AHCCCS to implement changes recommended by the AHCCCS Tribal Consultation meetings,
8. On an as requested basis, the Contractor shall make education and training courses available to licensed and unlicensed physical and behavioral health personnel working on tribal lands,
9. Assist in developing and providing in-service trainings for Indian Health Service Facilities, 638 Tribal Facilities, and Urban Indian Health Program clinic (I/T/U) on utilization of services and behavioral health resources available to American Indian Communities located within the assigned GSAs, and
10. Assist with collaborating with tribes to build and/or utilize existing technological infrastructure, so that both telemedicine and telepsychiatry can occur on tribal lands which may include partnership with University of Arizona, Northern Arizona University, Arizona State University, or other educational entities with community investment dollars that provide telemedicine.

The Contractor shall submit a Tribal Coordinator Report, as specified in Section F, Attachment F3, Contractor Chart of Deliverables, summarizing the activities, services, programs, and coordination of care for American Indian members. The report shall include identified trends related to American Indian members, including but not limited to quality of care, access, timeliness, and availability of services. The report shall outline the Contractor's efforts to develop, maintain, and monitor activities for the American Indian population that includes, at a minimum, the following:

1. The number of American Indian members enrolled with the Contractor and the number of American Indian members who are actively receiving care/treatment services,
2. Status and actions taken to establish tribal MOUs within its assigned GSA(s),

3. A description of how the Contractor is consulting with tribal leaders,
4. Description of training provided for Contractor staff related to the Tribal health care delivery system, including but not limited to tribal sovereignty, cultural competency, unique issues surrounding court ordered evaluation and court ordered treatment (COE/COT), including the recognition process, and assistance provided to tribes in its assigned GSA(s), COE/COT processes,
5. An outline of the interaction process utilized by the Contractor to keep the Tribal Coordinator updated on Contractor issues/concerns. Include the reporting structure of the Contractor and reporting line for the Tribal Coordinator as well as how physical and behavioral health service delivery is organized for tribal members,
6. An explanation of how the Contractor leadership supports the Tribal Coordinator,
7. Describe staff roles that support the Tribal Coordinator and their interaction with tribes in its assigned GSA(s),
8. Care Coordination activities and collaboration for physical and behavioral health including:
  - a. Status of facilitation for coordination of care,
  - b. Address face to face meetings with American Indian children in facilities located off tribal lands, ensuring the child has communication with the tribal community,
  - c. Continuity of Care from tribal court to discharge,
  - d. Use of blind spot data for care coordination efforts, and
  - e. Active engagement of IHS and/or 638 Tribal Facilities when applicable, for participation in care coordination efforts, and
  - f. Provision of crisis services and post crisis coordination of care.
9. Discuss the support and function provided for IHS and 638 Tribal facilities. Identify IHS and 638 Tribal facilities in the Contractor's assigned GSA(s) and what physical and behavioral health services are provided. Discuss how gaps are identified. Identify what gaps have been identified and how the Contractor will mitigate these gaps,
10. Training provided on best practices and general clinical requirements,
11. Provide a list of training engagements offered/provided to these facilities,
12. Collaboration with tribes on building technological infrastructure for telehealth, telemedicine, teledentistry, and telepsychiatry, and
13. Successes and barriers associated with physical and behavioral health service delivery to the American Indian population.

**Concurrent Review:** The Contractor shall ensure consistent application of review criteria that governs the utilization of services in institutional settings, provide a basis for consistent decisions for utilization management, coverage of services, and other areas to which the guidelines apply as specified in AMPM 1020.

The Contractor shall have policies and procedures in place that govern the process for proactive discharge planning when members have been admitted into acute care facilities, Behavioral Health Inpatient Facilities (BHIFs), Behavioral Health Residential Facilities (BHRFs), and Therapeutic Foster Care (TFC) facilities. The intent of the discharge planning policy and procedure would be to increase the utilization management of inpatient admissions and decrease readmissions within 30 days of discharge. Refer to AMPM Policy 320-O for provisions regarding behavioral health assessment and treatment/service planning.

In addition, 42 CFR 447.26 prohibits payment for Provider-Preventable Conditions that meet the definition of a Health Care-Acquired Condition (HCAC) or an Other Provider-Preventable Condition (OPPC) (refer to AMPM Chapter 1000). If an HCAC or OPPC is identified, the Contractor shall report the occurrence to AHCCCS and conduct a quality of care investigation as specified in AMPM Chapter 900 [42 CFR 438.3(g), 42 CFR 438.6(f)(2)(ii), and 42 CFR 434.6(a)(12)(ii)].

Require admission and continued stay authorizations for members in acute care facilities, Behavioral Health Inpatient Facilities (BHIFs), Behavioral Health Residential Facilities (BHRFs), and Therapeutic Foster Care (TFC) facilities are to be conducted by a physician or other qualified health care professional. Under 42 CFR 438.210(b)(3), qualified health care professionals, with appropriate clinical expertise in treating the member's condition or disease, will render decisions to deny if the criteria for admission or continued stay is not met.

**Drug Utilization Review:** The Contractor shall perform Drug Utilization Review (DUR) activities in accordance with the Federal Opioid Legislation (42 USC 1396A(OO)). The Contractor shall report on its DUR management activities as specified in AMPM Policy 1024 and Section F, Attachment F3, Contractor Chart of Deliverables. The Contractor shall complete the annual CMS Drug Utilization Review Survey which will be emailed when CMS releases the annual survey. The Contractor shall submit the DUR Survey as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

**Outreach:** The Contractor is responsible for the organization of provider level training and the development of informational materials to increase outreach, eligibility identification, referrals, and tracking of referral outcomes, including for under and uninsured individuals. Refer to AMPM Policy 1040 for provisions regarding community and member Outreach, Engagement, and Re-engagement for behavioral health services. The Contractor shall provide and participate in outreach activities to inform the public of the benefits and availability of behavioral health services and how to access those services as specified in AMPM Policy 1040. The Contractor shall provide outreach and dissemination of information to the general public and other human service providers, including but not limited to, county and State governments, school administrators, first responders, teachers, those providing services for military veterans and other interested parties about the availability and accessibility of services, and coordinate with AHCCCS in promoting its outreach initiatives.

**Outreach to Service Members, Veterans, and Families:** The Contractor shall partner with community organizations which provide care and support for service members, veterans, and families. Utilizing a collaborative approach, the Contractor shall identify members who may benefit from outreach regarding available programs and services and shall develop and implement outreach activities which inform members and families of the benefits available and how to access those services. The Contractor shall train staff on the available community resources and appropriate actions to take to ensure members are afforded the ability to be connected to these resources. The Contractor shall report its activities regarding these services in the MM Plan and MM Work Plan Evaluation as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

***Monitoring Controlled and Non-Controlled Medication Utilization:*** The Contractor shall engage in activities to monitor controlled and non-controlled medication use as specified in AMPM Policy 310-FF to ensure members receive clinically appropriate prescriptions. The Contractor is required to report to AHCCCS, as specified in Section F, Attachment F3, Contractor Chart of Deliverables, a Pharmacy and/or Prescriber - Member Assignment report which includes members who are restricted to using a specific Pharmacy or Prescriber/Providers due to excessive use of prescription medications (narcotics and non-narcotics). The Contractor is also required to report to AHCCCS as specified in Section F, Attachment F3, Contractor Chart of Deliverables when the Contractor makes changes to interventions and parameters to the Contractor's Exclusive Pharmacy and/or Single Prescriber Process as specified in AMPM Policy 310-FF.

***Substance Use Treatment Programs:*** The Contractor shall submit an overview of the substance use treatment programs, organizations, and entities currently operating in its region and throughout the state for the State Fiscal Year (July 1 – June 30). The Contractor shall submit the Substance Use Treatment Program Report as specified in Section F, Attachment F3.

***Inappropriate Emergency Department Utilization:*** The Contractor shall identify and track members who utilize Emergency Department (ED) services inappropriately four or more times within a six-month period. Interventions shall be implemented to educate the member on the appropriate use of the ED and divert members to the right care in the appropriate place of service. The Contractor shall submit an Emergency Department Diversion Summary as specified in AMPM Policy 1021 and Section F, Attachment F3, Contractor Chart of Deliverables.

***24 Hours Post Medical Clearance Emergency Department Report:*** The Contractor shall monitor the length of time adults and children wait to be discharged from the Emergency Department (ED) while awaiting behavioral health placement or wrap around services. Immediately upon notification that a member needs behavioral health placement or wrap around services is in the ED the Contractor shall coordinate care with the ED and the member's treatment team to discharge the member to the most appropriate placement or wrap around services. Additionally, the Contractor shall submit the 24 Hours Post Medical Clearance ED Report utilizing the standardized AHCCCS reporting template as required in Section F, Attachment F3, Contractor Chart of Deliverables.

***Maternal Child Health:*** The Contractor shall monitor rates and implement interventions to improve or sustain rates for low/very low birth weight deliveries, utilization of Long Acting Reversible Contraceptives (LARC), prenatal, and postpartum visits. The Contractor shall implement processes to monitor and evaluate cesarean section and elective inductions rates prior to 39 weeks gestation and implement interventions to decrease the incidence of occurrence.

The Contractor shall submit all deliverables related to Medical Management as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

**24. TELEPHONE PERFORMANCE STANDARDS**

The Contractor shall meet and maintain established telephone performance standards to ensure member and provider satisfaction as specified in ACOM Policy 435. The Contractor shall report on compliance with these standards as specified in Section F, Attachment F3, Contractor Chart of Deliverables and ACOM Policy 435. All reported data is subject to validation through periodic audits and/or Operational Reviews.

**25. GRIEVANCE AND APPEAL SYSTEM**

The Contractor shall have in place a written Grievance and Appeal System process for members, subcontractors, and providers, which defines their rights regarding disputed matters with the Contractor. The Contractor's Grievance and Appeal System for members includes a grievance process (the procedures for addressing member grievances), an appeals process, and access to the State's fair hearing process as specified in Section F, Attachment F1, Member Grievance and Appeal System Standards.

The Contractor's dispute process for subcontractors and non-contracted providers includes a claim dispute process and access to the State's fair hearing process as specified in Section F, Attachment F2, Provider Claim Dispute Standards. The Contractor shall remain responsible for compliance with all requirements set forth in Section F, Attachment F1, Member Grievance and Appeal System Standards, Section F, Attachment F2, Provider Claim Dispute Standards, and 42 CFR Part 438 Subpart F.

Information to members shall meet cultural competency and Limited English Proficiency requirements as specified in Section D, Paragraph 17, Member Information and Section D, Paragraph 19, Cultural Competency.

The Contractor shall provide the appropriate professional, paraprofessional, and clerical personnel for the representation of the Contractor in all issues relating to the Grievance and Appeal System and any other matters arising under this Contract which rise to the level of administrative hearing or a judicial proceeding. Unless there is an agreement with the State in advance, the Contractor shall be responsible for all attorney fees and costs awarded to the claimant in a judicial proceeding.

The Contractor may delegate the Grievance and Appeal System process to Administrative Services Subcontractors; however, the Contractor shall ensure that the delegated entity complies with applicable Federal and State laws, regulations, and policies, including, but not limited to 42 CFR Part 438 Subpart F. The Contractor shall remain responsible for compliance with all requirements. The Contractor is not permitted to delegate the Grievance and Appeal System requirements to its providers.

The Contractor shall also ensure that it timely provides written information, to both members and providers, which clearly explains the Grievance and Appeal System requirements.



This information shall include a description of:

1. The right to a State fair hearing, the method for obtaining a State fair hearing,
2. The rules that govern representation at the hearing,
3. The right to file grievances, appeals and claim disputes,
4. The requirements and timeframes for filing grievances, appeals and claim disputes,
5. The availability of assistance in the filing process,
6. The toll-free numbers that the member can use to file a grievance or appeal by phone,
7. That benefits will continue when requested by the member in an appeal or State fair hearing request concerning certain actions which are timely filed,
8. That the member may be required to pay the cost of services furnished during the appeal/hearing process if the final decision is adverse to the member, and
9. That a provider may file an appeal on behalf of a member with the member's written consent.

The future enrollment of a Contractor's member to another Contractor and/or the member's subsequent loss of AHCCCS eligibility are not valid reasons to deny or limit a member's service authorization request submitted to the Contractor during the time period in which the member was enrolled with that Contractor. Contractors shall not take the position during the grievance and appeals process that a former member's subsequent enrollment with another Contractor or that member's subsequent loss of AHCCCS eligibility are valid reasons for the Prior Contractor to deny or dismiss an appeal of the adverse benefit determination if the member submitted the service authorization request to the Prior Contractor during a period of enrollment with the Prior Contractor. The Prior Contractor is required to substantiate that the denial or reduction of the service authorization request is based upon medical necessity, the exclusion of the service from the scope of AHCCCS covered services, and/or cost effectiveness. If the authorization decision of the Prior Contractor is overturned on appeal, the Prior Contractor is financially responsible for coverage of those services notwithstanding the member's subsequent enrollment with a different Contractor or the member's subsequent loss of AHCCCS eligibility.

The Contractor shall provide reports on the Grievance and Appeal System as required in the AHCCCS Grievance and Appeal System Reporting Guide and Section F, Attachment F3, Contractor Chart of Deliverables.

The Contractor is responsible for responding to requests from the AHCCCS Clinical Issue Resolution Unit involving member complaints, concerns, and issues brought to AHCCCS' attention by AHCCCS members, family members, providers, and other concerned parties. Upon request, the Contractor shall provide the Clinical Resolution Unit with a written summary that describes the steps taken to resolve the issue, including findings, the resolution, and if indicated, a need for corrections. The Contractor shall acknowledge receipt of an issue referral expeditiously and according to the urgency and response timeframe identified by the AHCCCS/DHCM, Clinical Resolution Unit as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

**26. NETWORK DEVELOPMENT**

The Contractor shall develop, maintain, and monitor a comprehensive provider network that is diverse and supports the needs of AHCCCS members. The Contractor's network shall be supported by written agreements which are sufficient to provide all covered services to AHCCCS members, including those with Limited English Proficiency or physical or cognitive disabilities [42 CFR 457.1230(a), 42 CFR 438.206(b)(1)]. The Contractor shall ensure covered services are accessible in terms of location and hours of operation as specified by AHCCCS Network requirements. The Contractor shall provide a comprehensive provider network that ensures its membership has access at least equal to community standards [42 CFR 457.1230, 42 CFR 438.206(b)(1)].

Regardless of the setting, the Contractor shall develop and implement organizational structures and procedures that promote collaboration and consultation among multi-specialty treatment team members and community providers.

The Contractor's network shall include:

1. Community-based providers including physicians, preventive, primary care, family planning, dental, behavioral health (including adult and child psychiatrists), laboratory, x-ray, therapy services, and other specialty providers through a network of community-based providers in accordance with network standards and which maximize member choice and ensure timely access to covered services [42 CFR 457.1230(a), 42 CFR 438.206(b)(7)],
2. Innovative service delivery mechanisms such as field clinics and virtual clinics that incorporate the use of telemedicine, teleconferencing among providers, and an Integrated Medical Record to provide multi-specialty, interdisciplinary care when needed in other areas of the State, and
3. Community-based, family support providers in urban, suburban, and rural areas of the State.

There shall be sufficient providers for the provision of all covered services, including emergency medical care on a 24-hour-a-day, seven-days-a-week basis [42 CFR 438.206(c)(1)(i)-(iii)]. The development of home and community based services shall include provisions for the availability of services on a seven-day-a-week basis and for extended hours, as dictated by member needs [42 CFR 438.206(b)(1), 42 CFR 438.206(c)(1)(i)-(iii)]. The Contractor is required to have available non-emergent after-hours physician or primary care services within its network. If the Contractor's network is unable to provide medically necessary services required under Contract, the Contractor shall ensure timely and adequate coverage of these services through an out of network provider until a network provider is contracted. The Contractor shall ensure coordination with respect to authorization and payment issues in these circumstances [42 CFR 457.1230(a), 42 CFR 438.206(b)(4) and (5)].

The Contractor is expected to develop a provider network that supports the provision of covered behavioral health services. The Contractor may not subcontract for or delegate to another entity for the delivery of behavioral health services.

The Contractor shall use processes, strategies, evidentiary standards, or other factors in determining access to out-of-network providers for behavioral health or substance use disorder benefits that are comparable to, and applied no more stringently than, the processes, strategies, evidentiary standards, or other factors in determining access to out-of-network providers for medical/surgical benefits in the same classification [42 CFR 457.1201(1), 42 CFR 438.910(d)(3)].

In order to support access to behavioral health services, and to ensure the continuity and transition of member care, the Contractor is strongly encouraged to contract with behavioral health providers who have been participating in the following Access to Care initiatives:

1. Services for members with Autism Spectrum Disorder (ASD),
2. Services for members in DCS custody,
3. Arizona Opioid State Targeted Response,
4. Substance Use Disorder (SUD), and
5. First Episode Psychosis.
6. Whole Person Care Initiative

The Contractor is further encouraged to designate appropriate staff within Member Advocacy and/or Care Management Units who will be responsible for identifying and tracking transitioning members who are participating in these initiatives in order to minimize any potential gaps in care.

The Contractor is expected to design a network that provides a geographically convenient flow of members among network providers to maximize member choice. The Contractor shall allow each member to choose his or her network provider to the extent possible and appropriate [42 CFR 457.1201(j), 42 CFR 438.3(l)]. Services shall be accessible to members in terms of timeliness, amount, duration, and scope as those are available to beneficiaries under Fee-For-Service Medicaid [42 CFR 457.1230(d), 42 CFR 438.210(a)(2)]. The Contractor shall ensure its provider network provides physical access, accessible equipment, reasonable accommodations, culturally competent communications for all members including those with physical or cognitive disabilities [42 CFR 457.1230(a), 42 CFR 438.206(c)(3)]. The Contractor shall meet network standards as specified in ACOM Policy 436. The Contractor may request an exception to these network standards; it shall submit such a request for AHCCCS approval as specified in ACOM Policy 436 and Section F, Attachment F3, Contractor Chart of Deliverables. The Contractor shall maintain a sufficient network in accordance with the requirements specified in ACOM Policy 436, 42 CFR 457.1218, 42, 42 CFR 438.68, 42 CFR 438.206(c)(1), 42 CFR 438.207(a), 42 CFR 438.207(c). In the event a Contractor is not able to meet set network standards, AHCCCS may review requested exceptions based upon a number of factors, including but not limited to, availability of out of network providers and geographic limitations of the service area [42 CFR 457.1218, 42 CFR 438.68].

The provider network shall be designed to reflect the needs and service requirements of AHCCCS' culturally and linguistically diverse member population.

The Contractor shall design its provider networks to maximize the availability of community based primary care and specialty care access, including specialists that treat individuals with qualifying medical conditions under A.A.C. R9-22-1303, to ensure a reduction in: utilization of emergency services, one day hospital admissions, hospital based outpatient surgeries (when lower cost surgery centers are available), and hospitalization for preventable medical problems.

The Contractor's network of behavioral health providers shall include, at a minimum the following:

1. Locally established, Arizona-based, independent Peer-Run Organizations and Family-Run Organizations. The Contractor shall provide technical assistance and support to Peer-Run Organizations and Family-Run Organizations as necessary, and
2. Master's and doctoral level trained clinicians in the fields of social work, counseling, marriage and family therapy, psychology and substance abuse counseling, who are trained in implementation of best practices for medically and behaviorally complex conditions such as intellectual/cognitive disabilities, trauma-related disorders, substance use disorders, sexual offenders, sexual abuse victims, services for those in need of dialectical behavior therapy, and special age groups such as transition age youth and members aged birth to five years old.

The Contractor shall develop incentive plans to recruit and retain locally based Behavioral Health Professionals and Behavioral Health Medical Professionals.

To ensure early intervention for newly enrolled members and to minimize disruption and facilitate continuity of services to existing members receiving services at the Human Services Campus in downtown Phoenix, Contractors in the Central GSA are expected to contract with all appropriate service providers for services delivered at the Campus in downtown Phoenix. If the Contractor fails to negotiate a contract, the Contractor shall allow members to access services from the non-contracted providers on the Campus and reimburse providers for services at the Campus at the AHCCCS Fee-For-Service rate.

The Contractor shall not discriminate with respect to participation in the AHCCCS program, reimbursement or indemnification against any provider based solely on the provider's type of licensure or certification [42 CFR 457.1208, 42 CFR 438.12(a)(1)-(2)]. In addition, the Contractor shall not discriminate against particular providers that service high-risk populations or specialize in conditions that require costly treatment [42 CFR 457.1208, 42 CFR 457.1233(a), 42 CFR 438.12(a)(2), 42 CFR 438.214(c)]. This provision, however, does not prohibit the Contractor from limiting provider participation to the extent necessary to meet the needs of the Contractor's members. This provision also does not interfere with measures established by the Contractor that are designed to maintain quality of services and control costs and are consistent with its responsibilities under this Contract nor does it preclude the Contractor from using different reimbursement amounts for different specialists or for different practitioners in the same specialty [42 CFR 457.1208, 42 CFR 438.12(b)(1)-(3)]. If a Contractor declines to include individuals or groups of providers in its network, it shall give the affected providers timely written notice of the reason for its decision [42 CFR 457.1208, 42 CFR 438.12(a)(1)].

The Contractor may not employ or contract with providers who are excluded from participation in Federal healthcare programs, under either Section 1128 or Section 1128A of the Social Security Act [42 CFR 457.1233(a), 42 CFR 438.214(d)(1)].

***Treat and Refer:*** If there are at least three Treat and Refer providers registered with AHCCCS in any/all areas served by the Contractor, the Contractor is required to enter into a contract with at least one provider.

***Multi-Specialty Interdisciplinary Clinics:*** For members with special health care needs, including members with CRS conditions who could benefit from a multi-disciplinary approach, covered services shall be delivered through a combination of established Multi-Specialty Interdisciplinary Clinics (MSICs), Field Clinics, Virtual Clinics, and in community settings. The Contractor is expected to contract with all MSICs in the awarded GSA(s) and attempt to contract with any additional MSICs which have provided services to the Contractor's members.

In the event the Contractor and an MSIC fail to negotiate a contract, the Contractor shall continue to allow members to utilize the MSIC. In the absence of a contract, consistent with A.A.C. R9-22-705 K., the Contractor shall reimburse the MSIC at the AHCCCS MSIC fee schedule.

With regard to procedure code T1015 and its application in the MSIC, the MCO shall not make payments for T1015 unless:

1. It is billed by an MSIC, and
2. For a CRS or former CRS member

The MSIC may include all services provided to a member on a single date of service on one claim form or multiple claim forms. If multiple claim forms, the MSIC NPI shall be used as the rendering provider on each claim. A single MSIC is eligible for only one T1015 code payment per member/per day.

The use of procedure code T1015 and its application to FQHCs/RHCs remains unchanged.

If the Contractor fails to negotiate contracts with all currently established MSICs in each of the Contractor's awarded GSA(s), the Contractor shall establish contracts for multispecialty interdisciplinary care provided at one location by a variety of providers. At a minimum, access to the following providers at each multispecialty interdisciplinary care site shall be available:

1. Physicians,
2. Nurse Practitioners,
3. Physician Assistants,
4. Licensed Behavioral Health Professionals, and
5. Rehabilitation providers.

The Contractor shall take appropriate steps to include the availability of the following specialty providers at the single location:

1. Cardiologist,
2. Dentist,
3. Social Worker,
4. Nutritionist,
5. Psychiatrist,
6. Otolaryngologists,
7. Gastroenterologist,
8. Neurologist,
9. Ophthalmologist,
10. Surgeon,
11. Orthopedist,
12. Plastic surgeon,
13. Urologist, and
14. Audiologist.

In the event the Contractor and an MSIC fail to negotiate a contract, the Contractor shall submit a description outlining the alternative delivery model, including proposed multispecialty interdisciplinary care providers, to AHCCCS for review and approval as specified in ACOM Policy 436 and Section F, Attachment F3, Contractor Chart of Deliverables.

In addition to the clinic settings specified above, the Contractor shall also ensure a network of community-based providers to include primary care, dental, and other specialty providers throughout the awarded GSA(s). Members shall not be restricted from receiving services from these community-based providers.

The Contractor shall establish a process to ensure coordination of care for members that includes allowing members with a CRS designation turning 21 the choice to continue being served by an MSIC that is able to provide services and coordinate care for adults with special healthcare needs.

**Arizona Early Intervention Program:** The Contractor shall comply with the requirements of the Arizona Early Intervention Program (AzEIP). The AzEIP is implemented through the coordinated activities of the ADES, ADHS, DCS, Arizona State Schools for the Deaf and Blind (ASDB), AHCCCS, and ADE. The AzEIP Program is governed by the Individuals with Disabilities Act (IDEA), Part C (P.L.105-17). AzEIP, through Federal regulation, is stipulated as the payor of last resort to Medicaid, and is prohibited from supplanting another entitlement program, including Medicaid. The Contractor shall pay all AHCCCS registered Arizona Early Intervention Program (AzEIP) providers, regardless of their Contract status with the Contractor, when service plans identify and meet the requirement for medically necessary EPSDT covered services. Refer to AMPM Policy 430. AHCCCS has developed an AzEIP Speech Therapy Fee Schedule and rates incorporating one procedure code, with related modifiers, settings, and group sizes. The Contractor shall utilize this methodology for payment for the speech therapy procedure when provided to an AHCCCS member who is a child identified in the AHCCCS system as an AzEIP recipient. Irrespective of

services covered by AzEIP, the Contractor remains responsible for timely coverage of all medically necessary services as specified in this Contract. Consistent with A.A.C. R9-22-705 K., in the absence of a contract, Contractors shall pay claims at rates not less than the AHCCCS AzEIP Fee-For-Service rates. In the event the Contractor intends to contract for AzEIP services at rates that are lower than the AHCCCS AzEIP rates, the Contractor shall notify AHCCCS of the proposed rates at least 90 days in advance of implementation. The Contractor shall provide the proposed rates with an explanation of how it intends to track, evaluate, and mitigate any potential negative impacts to access to care. AHCCCS will review the proposed rates to consider if an adjustment to the Contractor's capitation rates may be warranted.

**Centers of Excellence:** The Contractor shall contract with Centers of Excellence which implement evidence-based practices and track outcomes for members with special healthcare needs. See Section D, Paragraph 11, Behavioral Health Service Delivery and Section D, Paragraph 72, Value-Based Purchasing.

**Targeted Investment Providers:** Refer to Paragraph 50, Compensation for contracting requirements related to the Targeted Investment Program.

**Network Development and Management Plan:** The Contractor shall develop and maintain a Network Development and Management Plan (NDMP) to demonstrate that it maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated number of members in the service area and which ensures the provision of covered services [42 CFR 457.1230(b), 42 CFR 438.207(b)(1)-(2)]. The submission of the NDMP to AHCCCS is an assurance of the adequacy and sufficiency of the Contractor's provider network. The NDMP Plan shall be evaluated, updated annually, and submitted to AHCCCS as specified in Section F, Attachment F3, Contractor Chart of Deliverables. The NDMP shall include the requirements specified in ACOM Policy 415.

The Contractor shall continually assess network sufficiency and capacity using multiple data sources to monitor appointment standards, member grievances, appeals, quality data, quality improvement data, utilization of services, member satisfaction surveys, and demographic data requirements. The Contractor shall also develop non-financial incentive programs to increase participation in its provider network when feasible [42 CFR 438.604(a)(5), 42 CFR 438.606, 42 CFR 438.207(b)-(c), 42 CFR 438.206].

AHCCCS may impose Administrative Actions for material deficiencies in the Contractor's provider network.

**Graduate Medical Education Residency Training Programs:** AHCCCS is committed to workforce development and support of the medical residency and dental student training programs in the State of Arizona. AHCCCS expects the Contractor to support these efforts. AHCCCS encourages plans to contract with or otherwise support the many Graduate Medical Education (GME) Residency Training Programs currently operating in the State and to investigate opportunities for resident participation in Contractor medical management and committee activities.

In the event of a Contract termination between the Contractor and a GME Residency Training Program or training site, the Contractor may not remove members from that program in such a manner so as to harm the stability of the program. AHCCCS reserves the right to determine what constitutes risk to the program. Further, the Contractor shall attempt to contract with graduating residents and providers that are opening new practices in, or relocating to, Arizona, especially in rural or underserved areas.

**Telehealth:** Telehealth is defined as healthcare services delivered via asynchronous (store and forward), remote patient monitoring, teledentistry, telemedicine (interactive audio and video), or telephonic (audio-only). The Contractor shall promote the use of telehealth to support an adequate provider network. Telehealth shall not replace provider choice and/or member preference for physical delivery of services. The Contractor shall be responsible for the oversight, administration, and implementation of telehealth services in compliance with State and Federal laws and the requirements of this Contract and all incorporated references. The Contractor shall ensure that telehealth is available and utilized, when appropriate, to ensure geographic accessibility of services to members. The Contractor shall be responsible for developing and expanding the use and availability of telehealth services, when indicated and appropriate. Refer to AMPM Policy 320-I.

**Homeless Clinics:** Contractors serving counties that have homeless clinics offering primary care services are encouraged to contract with these clinics and minimally reimburse at the AHCCCS fee-for-service rates. Consistent with A.A.C. R9-22-705 K., in the absence of a contract, the Contractor shall minimally pay the AHCCCS fee-for-service rates. In the event the Contractor intends to contract at rates that are lower than the AHCCCS fee-for-service rates, the Contractor shall notify AHCCCS of the proposed rates at least 90 days in advance of implementation. The Contractor shall provide the proposed rates with an explanation of how it intends to track, evaluate, and mitigate any potential negative impacts to access to care.

Contracts shall stipulate the following:

1. Only those members who request a homeless clinic as a PCP may be assigned to them, and
2. Members assigned to a homeless clinic may be referred out-of-network for needed specialty services.

The Contractor shall make resources available to assist homeless clinics with administrative issues such as obtaining prior authorization and resolving claims issues.

**Court Ordered Evaluation Providers:** The Contractor is expected to seek contracts with providers offering Court Ordered Evaluation (COE) services in its awarded GSAs in order to ensure timely follow up and care coordination for its members.

**Durable Medical Equipment Service Delivery:** Durable Medical Equipment (DME) (e.g., wheelchairs, walkers, hospital beds, and oxygen equipment) is critical in optimizing the member's independence and functional level, both physically and mentally, and to support service delivery in the most integrated setting and foster engagement in the community.



The Contractor is required to provide medically necessary DME to members in a timely manner consistent with AHCCCS Policy. The Contractor shall track and report timeliness of DME Service Delivery as specified in Section F, Attachment F3, Contractor Chart of Deliverables. The Contractor shall submit all deliverables related to Network Development as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

**Workforce Development:** In accordance with ACOM Policy 407, the Contractor shall establish and maintain a Workforce Development Operation (WFDO). The WFDO works together with the Contractor's Network and Quality Management functions to ensure the provider network has:

1. Sufficient *workforce capacity* - An appropriate number of qualified workers needed to provide service,
2. Required level of *workforce capability* – Workers who are interpersonally, clinically, culturally, and technically competent in the skills needed to provide services, and
3. *Connected workplaces* – Providers with an internal capacity for developing their workforce and or are connected to external workforce development resources.

The Contractor's WFDO shall consist of the following components:

1. A Workforce Development Administrator,
2. A WFDO that is organizationally aligned with the Contractor's Network Management and Quality Management functions. The WFDO is the organizational structure, personnel, processes and resources, the Contractor implements to monitor and assess current workforce capacity and capability, forecast and plan future workforce capacities and capabilities and when indicated, deliver technical assistance to provider organizations to strengthen their WFD programs,
3. A Professional Development Plan for the Workforce Development Administrator,
4. Data collection and information processing resources for assessing the current level of workforce capacity and capability strengths and deficits as well as forecasting and planning strategies that address future workforce requirements,
5. Single Learning Management System Contract. AHCCCS requires the Contractor to:
  - a. Collaborate with all other Contractors in using a single, statewide, Learning Management System (LMS) to administer the delivery, documentation, tracking and reporting of all required education and training programs, and
  - b. Financially support the contract made between the Arizona Association of Health Plans (AzAHP) and the LMS vendor.

The WFDO performs the following functions:

1. Leads the Contractor's internal WFD efforts and represent the Contractor as a member of the AZAHP WFD Alliance as well as other workforce related workgroups and committees,
2. Produces the Contractor's Network Workforce Development Plan and contributes to the WFD Alliance's Annual Collaborative Assessment and Forecast of WFD Priorities of system wide workforce development needs and solutions for addressing them,
3. Ensures that Providers are in compliance with all AHCCCS required workforce training and competency requirements and practices,

4. Ensures that providers have access to and are in compliance with all training programs and practices required by the Report of the Abuse & Neglect Prevention Task Force to Governor Douglas A. Ducey (November 1, 2019):
  - a. Resources and training programs to assist professionals and family caregivers prevent and manage stress and burnout
  - b. Training for all personnel in the prevention and detection of all forms of abuse and neglect, and
  - c. Routine exercises and drills to test the reactions of staff to simulated conditions where abuse and neglect could potentially occur are incorporated into the providers ongoing workforce/staff training and development plan.
5. Collect and analyze workforce data needed to prepare required and ad hoc workforce assessment reports, forecasts, and plans,
6. In recognition of the interconnected relationships that providers have with multiple health plans, coordinate the provision of technical assistance to Network Providers on WFD processes such as recruitment, selection, training, deployment, and retention,
7. Participate in routine and ad hoc WFD meetings with the AHCCCS Administrator of Healthcare Workforce Development as well as with the AZAHP WFD Alliance.

The Contractor shall submit deliverables related to WFD as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

## **27. PROVIDER AFFILIATION TRANSMISSION**

The Contractor shall collect and submit information regarding its entire contracted provider network in the format specified in the AHCCCS Provider Affiliation Transmission (PAT) User Manual which can be found on the AHCCCS website.

The Contractor shall also validate its compliance with minimum network requirements against the network information provided in the PAT through the submission of a completed Minimum Network Requirements Verification Template as specified in ACOM Policy 436, Attachment A. The PAT and the Minimum Network Requirements Verification Template shall be submitted as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

## **28. NETWORK MANAGEMENT**

The Contractor shall have written policies and procedures on how the Contractor will [42 CFR 457.1208, 42 CFR 457.1233(a), 42 CFR 438.12(a)(2), 42 CFR 438.214(a)]:

1. Communicate with the network regarding contractual and/or program changes and requirements,
2. Monitor network compliance with policies and rules of AHCCCS and the Contractor, including compliance with all policies and procedures related to Grievance and Appeal System and ensuring the member's care is not compromised during grievance and appeal processes,
3. Evaluate the quality of services delivered by the network,
4. Provide or arrange for medically necessary covered services should the network become temporarily insufficient within the contracted service area,

5. Monitor the adequacy, accessibility, and availability of its provider network to meet the needs of its members, including the provision of care to members with limited proficiency in English,
6. Process provisional credentials,
7. Recruit, select, credential, recredential, and contract with providers in a manner that incorporates quality management, utilization, office audits and provider profiling,
8. Provide training for its providers and maintain records of such training,
9. Track and trend provider inquiries/complaints/requests for information and take systemic action as necessary and appropriate, and
10. Ensure provider calls are acknowledged within three business days of receipt, resolved and the result communicated to the provider within 30 business days of receipt (this includes referrals from AHCCCS).

Contractor policies are subject to approval by AHCCCS/DHCM and are monitored through Operational Reviews.

The Contractor shall monitor providers to demonstrate compliance with all network requirements in this Contract.

**Material Change to the Provider Network:** The Contractor is responsible for evaluating all provider network changes, including unexpected or significant changes, and determining whether those changes are material changes to the Contractor's provider network. These changes could include, but would not be limited to, changes in services, covered benefits, geographic service areas, composition of or payments to its provider network, or eligibility of a new population. Material changes to the provider network shall be approved in advance by AHCCCS. The Contractor shall submit the required documentation as specified in ACOM Policy 439 and Section F, Attachment F3, Contractor Chart of Deliverables [42 CFR 457.1230(b), 42 CFR 457.1285, 42 CFR 438.604(a)(5), 42 CFR 438.606, 42 CFR 438.608(a)(4), 42 CFR 438.207(b)-(c), 42 CFR 438.206]

Refer to Section D, Paragraph 42, regarding material changes by the Contractor that may impact business operations.

Refer to Section D, Paragraph 50, regarding material changes by the Contractor that may impact capitation rates.

The Contractor shall give hospitals and provider groups a 90 day notice prior to a contract termination without cause. Contracts between the Contractor and single practitioners are exempt from this requirement.

**Opioid Use Disorder Real-Time Service Availability Locator:** The Real-Time Service Availability Locator is a service locator built to assist the public and others in locating real-time information about the availability of opioid use disorder services throughout the State.

The Contractor shall require Opioid Treatment Programs (OTPs), Office-Based Opioid Treatment (OBOTs), and Opioid Residential Treatment Program providers to supply data feeds to the AHCCCS-contracted vendor for the Real-Time Service Availability Locator.

The Contractor shall require its providers to comply with the AHCCCS reporting requirements. The following data elements are required for initial reporting, within a timeline identified by AHCCCS and shall be updated as frequently as the data field value changes.

1. Agency and location specific information:
  - a. Agency name,
  - b. Address,
  - c. Phone,
  - d. Website,
  - e. Hours of operation,
  - f. Logo,
  - g. Counties served, and
  - h. Contracted health plans.
2. Populations served:
  - a. Gender, and
  - b. Age.
3. Services provided:
  - a. Residential,
  - b. Methadone maintenance,
  - c. Buprenorphine maintenance,
  - d. Naltrexone maintenance,
  - e. Peer support, and
  - f. Psychosocial.
4. Capacity (as applicable to provider type):
  - a. Available beds,
  - b. Methadone maintenance,
  - c. Buprenorphine maintenance, and
  - d. Naltrexone maintenance.

**Provider Forums:** The Contractor shall hold a provider forum no less than semi-annually. The forum shall be chaired by the Contractor's Administrator/CEO or designee. The purpose of the forum is to improve communication between the Contractor and its providers. The forum shall be open to all providers including dental providers. The Provider Forum shall not be the only venue available to providers to communicate and participate in issues affecting the provider network. Provider Forum meeting agendas and minutes shall be made available to AHCCCS upon request. The Contractor shall report information discussed during these forums to executive management within the organization.

In addition to the provider forum, the Contractor shall coordinate a meeting with a broad spectrum of behavioral health providers to gather input; discuss issues; identify challenges and barriers; problem-solve; share information and strategize ways to improve or strengthen the health care service delivery. These meetings shall occur no less than quarterly in the first year of the Contract and semi-annually thereafter.

The Contractor shall comply with ACOM Policy 415 and submit the Provider/Network Changes Due to Rates Report as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

The Contractor shall comply with ACOM Policy 415 and submit the Therapeutic Foster Care, Adult Behavioral Health Therapeutic Home, and Adult Foster Care Report as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

## **29. PRIMARY CARE PROVIDER STANDARDS**

The Contractor shall include in its provider network a sufficient number of Primary Care Providers (PCPs) to meet the requirements of this Contract [42 CFR 438.206(b)(2)].

The Contractor shall assess the PCP's ability to meet AHCCCS appointment availability and other standards when determining the appropriate number of its members to be assigned to the PCP. The Contractor shall adjust the size of a PCP's panel, as needed, for the PCP to meet AHCCCS appointment and clinical performance standards. AHCCCS, using the Provider Affiliation Transmission (PAT) Report, shall inform the Contractor when a PCP has a panel of more than 1800 AHCCCS members (i.e., 1800 report), to assist in the assessment of the size of their panel. This information will be provided on a semi-annual basis.

The Contractor shall have a system in place to monitor and ensure that each member is assigned to an individual PCP who serves as a coordinator in referring the member for specialty medical services and that the Contractor's data regarding PCP assignments is current. The Contractor shall provide information to the member on how to contact the member's assigned PCP [42 CFR 457.1230(c), 42 CFR 438.208(b)(1)].

The Contractor shall work collaboratively with the Arizona Association of Health Plans (AzAHP) to identify and adopt consistent processes across all Contractors for the process of receiving requests and providing PCP assignment rosters.

The Contractor shall ensure that providers serving EPSDT-aged members utilize AHCCCS-approved EPSDT Tracking forms and standardized developmental screening tools and are trained in the use of the tools. EPSDT-aged members shall be assigned to providers who are trained on and who use AHCCCS approved developmental screening tools.

The Contractor shall ensure that primary care services are available and accessible in the communities in which members would access routine health care services. In addition, the Contractor shall have a network of specialty providers available to provide care and services in the community in addition to those specialty and multi-disciplinary services that are available through the MSIC, thereby maximizing member choice.

The Contractor shall offer members freedom of choice within its network in selecting a PCP consistent with 42 CFR 438.6(m), 42 CFR 438.52(d), 42 CFR 438.14(b)(3) and this Contract.

Any American Indian who is enrolled with the Contractor and who is eligible to receive services from an Urban Indian Health Program PCP participating as a Contractor's network provider, is permitted to choose Urban Indian Health Program as his or her primary care provider-as long as that provider has capacity to provide the services [American Reinvestment and Recovery Act (ARRA) Section 5006(d), 42 CFR 457.1209, SMDL 10-001, 42 CFR 438.14(b)(3), 42 CFR 447].

The Contractor may restrict this choice when a member has shown an inability to form a relationship with a PCP, as evidenced by frequent changes, or when there is a medically necessary reason. When a new member has been assigned to the Contractor, the Contractor shall inform the member in writing of his enrollment and of his PCP assignment within 12 business days of the Contractor's receipt of notification of assignment by AHCCCS. Refer to ACOM Policy 404 and ACOM Policy 406 for member information requirements.

At a minimum, the Contractor shall hold the PCP responsible for the following activities:

1. Supervising, coordinating, and providing care to each assigned member (except for well woman exams and children's dental services when provided without a PCP referral),
2. Initiating referrals for medically necessary specialty care,
3. Maintaining continuity of care for each assigned member,
4. Maintaining the member's medical record, including documentation of all services provided to the member by the PCP, as well as any specialty or referral services including behavioral health,
5. Utilizing the AHCCCS approved EPSDT Tracking form,
6. Providing clinical information regarding member's health and medications to the treating provider, including behavioral health providers, within ten business days of a request from the provider,
7. If serving children, enrolling as a Vaccines for Children (VFC) provider, and
8. Checking the Arizona State Board of Pharmacy Controlled Substance Prescription Monitoring Program (CSPMP) when prescribing controlled medications in accordance with A.R.S § 36-2606.

Refer to requirements specified in AMPM Policy 510.

The Contractor shall establish and implement policies and procedures to monitor PCP activities and to ensure that PCPs are adequately notified of, and receive documentation regarding, specialty and referral services provided to assigned members by specialty physicians, and other health care professionals.

### **30. MATERNITY CARE PROVIDER REQUIREMENTS**

The Contractor shall ensure that a maternity care provider is designated for each pregnant member for the duration of her pregnancy and postpartum care and that those maternity services are provided in accordance with the AMPM.

The following are provider types who may provide maternity care when it is within their training and scope of practice:

1. Arizona licensed allopathic and/or osteopathic physicians who are obstetricians or general practice/family practice providers.
2. Practitioners:
  - a. Physician Assistants,
  - b. Nurse Practitioners,
  - c. Certified Nurse Midwives, and
3. Licensed Midwives.

Pregnant members may choose, or be assigned, a PCP who provides obstetrical care. Such assignment shall be consistent with the freedom of choice requirements for selecting health care professionals while ensuring that the continuity of care is not compromised. Members receiving maternity services from a certified nurse midwife or a licensed midwife shall also be assigned to a PCP for other health care and medical services. A certified nurse midwife may provide primary care services that they are willing to provide and that the member elects to receive from the certified nurse midwife. Members receiving care from a certified nurse midwife may elect to receive some or all primary care from the assigned PCP. Licensed midwives may not provide any additional medical services as primary care is not within their scope of practice.

All physicians and certified nurse midwives who perform deliveries shall have hospital privileges for obstetrical services. Practitioners performing deliveries in alternate settings shall have a documented hospital coverage agreement. Licensed midwives perform deliveries only in the member's home. Labor and delivery services may be provided in the member's home by physicians, nurse practitioners, and certified nurse midwives who include such services within their practice.

### **31. REFERRAL MANAGEMENT PROCEDURES AND STANDARDS**

The Contractor shall have adequate written procedures regarding referrals to specialists, to include, at a minimum, the following:

1. Use of Contractor's referral process,
2. A process in place that ensures the member's PCP receives all specialist and consulting reports and a process to ensure PCP follow-up of all referrals including EPSDT referrals for behavioral health services,
3. A referral plan for any member who is about to lose eligibility and who requests information on low-cost or no-cost health care services, or other third party health coverages such as Medicare as applicable,
4. Requirements for referrals in order to ensure member access to behavioral health services. Refer to AMPM Policy 580,
5. Women shall have direct access to in-network gynecological providers, including physicians, physician assistants and nurse practitioners within the scope of their practice [42 CFR 457.1230(a), 42 CFR 438.206(b)(2)] and,

6. For members with special health care needs determined to need a specialized course of treatment or regular care monitoring, the Contractor shall have a mechanism in place to allow such members to directly access a specialist (for example through a standing referral or an approved number of visits) as appropriate for the member's condition and identified needs.

The Contractor shall allow for a second opinion from a qualified health care professional within the network, or if one is not available in network, arrange for the member to obtain one outside the network, at no cost to the member [42 CFR 457.1230(a), 42 CFR 438.206(b)(3)].

The Contractor shall comply with all applicable physician referral requirements and conditions defined in Sections 1903(s) and 1877 of the Social Security Act and their implementing regulations which include, but are not limited to, 42 CFR Part 411, Part 424, Part 435, and Part 455. Sections 1903(s) and 1877 of the Social Security Act which prohibits physicians from making referrals for designated health services to health care entities with which the physician or a member of the physician's family has a financial relationship. Designated health services are:

1. Clinical laboratory services,
2. Physical therapy services,
3. Occupational therapy services,
4. Outpatient speech-language pathology services,
5. Radiology and certain other imaging services,
6. Radiation therapy services and supplies,
7. Medical equipment and appliances and medical supplies,
8. Parenteral and enteral nutrients, equipment, and supplies,
9. Prosthetics, orthotics and prosthetic devices and supplies,
10. Home health services,
11. Outpatient prescription drugs, and
12. Inpatient and outpatient hospital services.

### **32. APPOINTMENT AVAILABILITY, TRANSPORTATION TIMELINESS, MONITORING, AND REPORTING**

The Contractor shall actively monitor and track provider compliance with appointment availability, transportation timeliness, monitoring, and reporting standards as specified in ACOM Policy 417 [42 CFR 438.206(c)(1)]. The Contractor shall ensure that providers offer a range of appointment availability, per appointment timeliness standards, for initial services, and ongoing services based upon the clinical need of the member. The exclusive use of same-day only appointment scheduling and/or open access is prohibited within the Contractor's network. The Contractor is required to conduct regular reviews of the availability of providers and report this information as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

The Contractor shall ensure that populations with ongoing medical needs, including but not limited to dialysis, radiation, and chemotherapy, have coordinated, reliable, medically necessary transportation to ensure members arrive on-time for regularly scheduled appointments and are picked up upon completion of the entire scheduled treatment.



Pursuant to A.R.S. § 8-201.01, for children in the Department of Child Safety custody and adopted children, if an initial behavioral health appointment is not provided within 21 days of the initial assessment the member may access services directly from any AHCCCS registered provider regardless of whether the provider is contracted with the Contractor. If the provider is not contracted with the Contractor, the provider shall submit the claim to the Contractor and the Contractor shall reimburse the provider at the lesser of 130 percent of the AHCCCS system's negotiated rate or the provider's standard rate. Refer to ACOM Policy 417 and ACOM Policy 449.

For wait time in the office, the Contractor shall actively monitor and ensure that a member's waiting time for a scheduled appointment at the provider's office is no more than 45 minutes, except when the provider is unavailable due to an emergency.

The Contractor shall ensure members have timely access to medically necessary non-emergent transportation for routine appointments. Additionally, the Contractor shall have a process in place for members to request and receive medically necessary transportation for urgent appointments. The Contractor shall schedule transportation so that the member arrives on time for the appointment, but no sooner than one hour before the appointment; nor have to wait more than one hour after the conclusion of the treatment for transportation home; nor be picked up prior to the completion of treatment. The Contractor shall develop and implement performance auditing protocol to evaluate compliance with the standards above for all subcontracted transportation vendors/brokers and require corrective action if standards are not met.

The Contractor shall use the results of appointment standards monitoring to assure adequate appointment availability in order to reduce unnecessary emergency department utilization. The Contractor is also encouraged to contract with or employ the services of non-emergency facilities to address member non-emergency care issues occurring after regular office hours or on weekends.

The Contractor shall establish processes to monitor and reduce the appointment "no-show" rate by provider and service type. As best practices are identified, AHCCCS may require implementation by the Contractor.

The Contractor shall have written policies and procedures about educating its provider network regarding appointment time requirements. The Contractor shall develop a corrective action plan when appointment standards are not met. In addition, the Contractor shall develop a corrective action plan in conjunction with the provider when appropriate [42 CFR 457.1230(a), 42 CFR 438.206(c)(1)(iv)-(vi)]. Appointment standards shall be included in the Contractor's Provider Manual. The Contractor is encouraged to include the standards in the provider subcontracts.

**33. FEDERALLY QUALIFIED HEALTH CENTERS AND RURAL HEALTH CLINICS**

The Contractor is encouraged to use Federally Qualified Health Centers and Rural Health Clinics (FQHCs/RHCs) and FQHC Look-Alikes in Arizona to provide covered services. FQHCs/RHCs and FQHC Look-Alikes are paid unique, cost-based Prospective Payment System (PPS) rates for the majority of non-pharmacy ambulatory Medicaid-covered services. The PPS rate is an all-inclusive per visit rate.

To ensure compliance with the requirement of 42 USC 1396b(m)(2)(A)(ix) that the Contractor's payments, in aggregate, will not be less than the level and amount of payment which the Contractor would make for the services if the services were furnished by a provider which is not a FQHC or RHC or FQHC Look-Alike, the Contractor shall pay the unique PPS rates to FQHCs/RHCs and FQHC Look-Alikes for PPS-eligible visits. Reimbursement of case management, behavioral health group therapy, and telehealth services provided by a FQHC or RHC shall be in accordance with AMPM Policy 670. For services not eligible for PPS reimbursement, the Contractor shall negotiate rates of payment with FQHCs/RHCs and FQHC Look-Alikes for non-pharmacy services that are comparable to the rates paid to providers that provide similar services. Refer to Section D, Paragraph 50, Compensation, *Delivery System and Provider Payment Initiatives* for information related to Differential Adjusted Payments for FQHCs.

The Contractor shall be required to submit member information for members for each FQHC/RHC/FQHC Look-Alike as specified in Section F, Attachment F3, Contractor Chart of Deliverables. AHCCCS will perform periodic audits of the member information submitted. Refer to the AHCCCS Financial Reporting Guide for further guidance. The FQHCs/RHCs and FQHC Look-Alikes registered with AHCCCS are listed on the AHCCCS website.

Refer to Section D, Paragraph 9, Scope of Services, *Prescription Medications* for information related to 340B Drug Pricing.

**34. PROVIDER MANUAL**

The Contractor shall develop, distribute, and maintain a provider manual as specified in ACOM Policy 416.

**35. PROVIDER ENROLLMENT/TERMINATION**

The Contractor shall ensure that all of its subcontractors register with AHCCCS as an approved service provider (i.e., AHCCCS registered provider) consistent with provider disclosure, screening, and enrollment requirements [42 CFR 457.1285, 42 CFR 438.608, 42 CFR 455.100-106, 42 CFR 455.400-470]. This includes, but may not be limited to, the Contractor ensuring that all subcontractors provide to AHCCCS their identifying information such as name, specialty, date of birth, Social Security number, national provider identifier, Federal taxpayer identification number, and the State license or certification number of the provider.

For specific requirements on Provider Enrollment refer to the AHCCCS website.

The National Provider Identifier (NPI), for all providers eligible for an NPI, is required on all claim submissions from providers and subsequent encounters MCO's to AHCCCS. The Contractor shall work with providers to obtain the NPI. AHCCCS reserves the right to withhold all payments for services where a provider who is eligible for enrollment with AHCCCS has not become an AHCCCS registered provider. AHCCCS further reserves the right to recoup or recover all payments made to such a provider who was eligible for enrollment with AHCCCS but has not become an AHCCCS registered provider.

**AHCCCS Provider Enrollment Portal:** The AHCCCS Provider Enrollment Portal (APEP) is an online, electronic portal, launched by AHCCCS August 31,2020, which streamlines and expedites the provider enrollment process for providers. APEP allows providers a means to electronically submit a new enrollment or modify an existing provider ID anytime of the day. The Contractor shall ensure providers register through APEP and continue to maintain the provider ID as required by AHCCCS.

Except as otherwise required by law or as otherwise specified in a contract between a Contractor and a provider, the AHCCCS Fee-For-Service provisions referenced in the AHCCCS Provider Participation Agreement located on the AHCCCS website (e.g., billing requirements, coding standards, payment guidelines) are in force between the provider and Contractor.

AHCCCS will screen and enroll, and periodically revalidate all of the Contractor's subcontracted providers as Medicaid providers as specified by 42 CFR 457.1285 and 42 CFR 438.602(b)(1).

### **36. SUBCONTRACTS**

The Contractor shall be held fully liable for the performance of all Contract requirements. Subject to limitations as specified in this Contract, any function required to be provided by the Contractor pursuant to this Contract may be subcontracted to a qualified individual or organization [42 CFR 438.6]. Notwithstanding any relationship(s) the Contractor may have with any subcontractor, the Contractor maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of this Contract [42 CFR 457.1201(i), 42 CFR 457.1233(b), 42 CFR 438.230(b)(1), 42 CFR 438.3(k)]

The Contractor shall oversee, and is accountable for, any functions and responsibilities that it delegates to any subcontractor [42 CFR 438.230(a)]. All such subcontracts shall be in writing [42 CFR 457.1201(i), 42 CFR 457.1233(b), 42 CFR 438.230(c)(1)(i)-(ii), 42 CFR 438.6(l)].

The Contractor shall maintain a fully executed original or electronic copy of all subcontracts, which shall be accessible to AHCCCS within five business days of the request by AHCCCS. All requested subcontracts shall have full disclosure of all terms and conditions and shall fully disclose all financial or other requested information. Information may be designated as confidential but may not be withheld from AHCCCS as proprietary. Information designated as confidential may not be disclosed by AHCCCS without the prior written consent of the Contractor except as required by law. All subcontracts shall comply with the applicable provisions of Federal and State laws, regulations, and policies.

AHCCCS may, at its discretion, communicate directly with the governing body or Parent Corporation of the Contractor regarding the performance of a subcontractor or Contractor respectively.

The Contractor shall develop and maintain a system for regular and periodic assessment of all subcontractors' compliance with its terms. No subcontract shall operate to terminate the legal responsibility of the Contractor to assure that all activities carried out by the subcontractor conform to the provisions of this Contract [42 CFR 434.6(c)].

The Contractor may not employ or contract with providers who are excluded from participation in Federal health care programs under either Section 1128 or Section 1128A of the Social Security Act [42 CFR 457.1233(a), 42 CFR 438.214(d)(1)].

The Contractor shall require subcontracted providers to adhere to the requirements of the Arizona Opioid Epidemic Act SB1001, Laws 2018. First Special Session.

**Management Services Agreement and Cost Allocation Plan:** If a Contractor has subcontracted for management services, the management service agreement shall be approved in advance by AHCCCS in accordance with ACOM Policy 438. If there is a cost allocation plan as part of the management services agreement, it is subject to review by AHCCCS as specified in Section F, Attachment F3, Contractor Chart of Deliverables. AHCCCS reserves the right to perform a thorough review of actual management fees charged and/or corporate cost allocations made.

If there is an ownership change in the management services subcontractor, the assignment of the management services agreement shall be approved by AHCCCS prior to the assignment to the new subcontractor. Refer to ACOM Policy 317. AHCCCS may impose enrollment caps in any or all GSA's as a result of a change in ownership. AHCCCS may also offer open enrollment to the members assigned to the Contractor should a change in ownership occur. AHCCCS will not permit two Contractors within the same Line of Business to utilize the same management service company in the same GSA.

The performance of management service subcontractors shall be evaluated and included in the Administrative Services Subcontractor Evaluation Report as specified in Section F, Attachment F3, Contractor Chart of Deliverables and as specified in ACOM Policy 438.

**Minimum Subcontract Provisions:** All subcontracts shall reference and require compliance with the Minimum Subcontract Provisions (MSPs). Refer to AHCCCS Minimum Subcontract Provisions on the AHCCCS website.

The Contractor shall collaboratively and proactively work with providers to ensure and monitor compliance with requirements of the Report of the Abuse & Neglect Prevention Task Force to Governor Douglas A. Ducey (November 1, 2019) developed in response to Executive Order 2019-03 as specified in the AHCCCS Minimum Subcontract Provisions and Contract.

In addition, each subcontract shall contain the following:

1. Subcontractor activities and obligations, and related reporting responsibilities [42 CFR 457.1233(b), 42 CFR 438.230(c)(1)(i)-(iii), 42 CFR 438.3(k)],
2. A provision requiring subcontractor agreement to perform the delegated activities and reporting responsibilities specified in compliance with contract obligations [42 CFR 457.1233(b), 42 CFR 438.230(c)(2), 42 CFR 438.230(c)(1)(ii), 42 CFR 438.3(k)],
3. A provision that requires the subcontractor to comply with all applicable Medicaid laws, regulations, including applicable subregulatory guidance and contract provisions [42 CFR 457.1201(i), 42 CFR 457.1233(b), 42 CFR 438.230(c)(2), 42 CFR 438.3(k)],
4. Full disclosure of the method and amount of compensation or other consideration to be received by the subcontractor,
5. Identification of the name and address of the subcontractor,
6. Identification of the population, to include patient capacity, to be covered by the subcontractor,
7. The amount, duration, and scope of services to be provided, and for which compensation will be paid,
8. The term of the subcontract including beginning and ending dates, methods of extension, termination, and re-negotiation,
9. The specific duties of the subcontractor relating to coordination of benefits and determination of third party liability,
10. The specific duties of the subcontractor relating to coordination of care for all members,
11. A provision that the subcontractor agrees to identify Medicare and other third party liability coverage and to seek such Medicare or third party liability payment before submitting claims to the Contractor,
12. A description of the subcontractor's patient, medical, dental, and cost record keeping system,
13. Specification that the subcontractor shall cooperate with quality management programs, and comply with the utilization control and review procedures specified in 42 CFR Part 456, as specified in the AMPM,
14. A provision stating that a Change in Organizational Structure of an Administrative Services Subcontractor shall require a contract amendment and prior approval of AHCCCS,
15. A provision that indicates that AHCCCS is responsible for enrollment, re-enrollment and disenrollment of the covered population,
16. 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 AHCCCS shall have no responsibility or liability for any such taxes or insurance coverage,
17. A provision that the subcontractor shall obtain any necessary authorization from the Contractor or AHCCCS for services provided to eligible and/or enrolled members,
18. A provision that the subcontractor shall comply with encounter reporting and claims submission requirements as specified in the subcontract,
19. Provision(s) that allow the Contractor to suspend, deny, refuse to renew, or terminate any subcontractor in accordance with the terms of this Contract and applicable law and regulation,
20. A provision for revocation of the delegation of activities or obligations, or specifies other remedies in instances where AHCCCS or the Contractor determines that the subcontractor has

- not performed satisfactorily [42 CFR 457.1201(i), 42 CFR 457.1233(b), 42 CFR 438.230(c)(1)(iii), 42 CFR 438.3(k)],
21. A provision that the subcontractor may provide the member with factual information, but is prohibited from recommending or steering a member in the member's selection of a Contractor,
  22. A provision that compensation to individuals or entities that conduct utilization management and concurrent review activities is not structured so as to provide incentives for the individual or entity to deny, limit or discontinue medically necessary services to any member [42 CFR 457.1230(d), 42 CFR 438.210(e)],
  23. A provision that the State, CMS, the HHS Inspector General, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of the subcontractor, or of the subcontractor's contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under the Contractor's Contract with the State [ 42 CFR 457.1201(i), 42 CFR 457.1233(b), 42 CFR 438.230(c)(3)(i)-(iv)],
  24. A requirement that the subcontractor shall not arbitrarily deny or reduce the amount, duration, or scope of a required service solely because of the diagnosis, type of illness, or condition of the member [42 CFR 438.210(a)(3)(ii)],
  25. A provision that requires the subcontractor to assist members in understanding their right to file grievances and appeals in conformance with all AHCCCS Grievance and Appeal System and member rights policies,
  26. A provision that the subcontractor will make available, for purposes of an audit, evaluation, or inspection under paragraph (c)(3)(i) of 42 CFR 438.230, its premises, physical facilities, equipment, books, records, contracts, computer, or other electronic systems relating to its Medicaid members [ 42 CFR 457.1201(i), 42 CFR 457.1233(b), 42 CFR 438.230(c)(3)(iv)],
  27. For subcontractors licensed as an inpatient facility, Behavioral Health Residential or Therapeutic Foster Care (TFC) facility, a requirement to comply with Contractor's quality management and medical management programs, and
  28. A provision that the right to audit under paragraph (c)(3)(i) of 42 CFR 438.230 will exist through ten years from the final date of the contract period or from the date of completion of any audit, whichever is later [42 CFR 457.1201(i), 42 CFR 457.1233(b), 42 CFR 438.230].

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

***Psychiatric Rehabilitative Services-Employment:*** The Contractor shall develop and manage a continuum of vocational services to assist all members with achieving their rehabilitative and employment goals. The Contractor shall apply the principles and practices specified in ACOM Policy 447 for its employment initiatives, programs, measurement of outcomes, and communications. Additionally, the Contractor shall submit the Psychiatric Rehabilitation Progress Report as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

***DUGless Data Reporting Requirements:*** For those demographic elements with no identified alternative data source or Social Determinant identifier, AHCCCS created an online portal (DUGless) to be accessed directly by providers for the collection of the remaining data elements for members.

The Contractor shall require that provider organizations that historically provided data for the DUG as well as all providers who might typically document or provide these types of data to provide the required data via the DUGless portal.

The requirements, definitions, and values for submission of the identified data elements are specified in the AHCCCS DUGless Portal Guide (DPG). Required information is collected by AHCCCS health care provider subcontractors and submitted via the DUGless Portal on the Provider AHCCCS Online. Data and information are recorded and reported to Contractors to assist in monitoring and tracking of the following:

1. Access and utilization of services,
2. Community and stakeholder information,
3. Compliance with Federal, State, and grant requirements,
4. Health disparities and inequities,
5. Member summaries and outcomes,
6. Quality and Medical Management activities, and
7. Social Determinants of Health.

***Opioid Treatment Program Requirements:*** Pursuant to A.R.S. § 36-2907.14, in addition to all State or Federal licensing and registration requirements, any Opioid Treatment Program (OTP) (including New and Existing OTP sites) receiving reimbursement from AHCCCS or its Contractors shall develop and submit Plans as specified in statute, and any relevant documentation, for review and approval by AHCCCS. The Contractor shall ensure OTP providers are educated on these requirements, as specified in AMPM Policy 660.

***Provider Agreements:*** The Contractor shall not include covenant-not-to-compete requirements in its provider agreements. Furthermore, the Contractor shall not prohibit a provider from providing services for any other AHCCCS Contractor. In addition, the Contractor shall not enter into subcontracts that contain compensation terms that discourage providers from serving any specific eligibility category. In addition, the Contractor shall require subcontracted providers to adhere to the requirements specified in AMPM Chapter 600.

The Contractor shall make reasonable efforts to enter into a written agreement with any provider providing services at the request of the Contractor more than 25 times during the previous Contract year and/or are anticipated to continue providing services for the Contractor. The Contractor shall follow ACOM Policy 415 and consider the repeated use of providers operating without a written agreement when assessing the adequacy of its network.

In all contracts with network providers, the Contractor shall comply with any additional provider selection requirements established by the state [42 CFR 457.1208, 42 CFR 457.1233(a), 42 CFR 438.12(a)(2), 42 CFR 438.214(e)].

For all subcontracts in which the Contractor and subcontractor have a capitated arrangement/risk sharing arrangement, the following provision shall be included verbatim in every contract:

If <the Subcontractor> does not bill <the Contractor>, < the subcontractor's> encounter data that is required to be submitted to <the Contractor> pursuant to contract is defined for these purposes as a "claim for payment". <The Subcontractor's> provision of any service results in a "claim for payment" regardless of whether there is any intention of payment. All said claims shall be subject to review under any and all fraud and abuse statutes, rules, and regulations, including but not limited to Arizona Revised Statute (A.R.S.) § 36-2918, § 36-2932, and 36-2957.

If the Contractor has a contract for services with a residential facility that serves juveniles, the subcontract shall include a requirement to comply with all relevant provisions in A.R.S § 36-1201. If the Contractor has a contract for specialty services with a nursing facility or assisted living facility, these contracts shall include Work Statements that outline the special services being purchased, including admission criteria, discharge criteria, staffing ratios (if different from non-specialty units), staff training requirements, program description and other non-clinical services such as increased activities.

Nursing Facility subcontracts shall include a provision to ensure temporary nursing care registry personnel, including Nurse Aides, are properly certified and licensed before caring for members, in accordance with 42 CFR 483.75(e)(3) and (g)(2). The provision shall also require the subcontractor to ensure these registry personnel are fingerprinted as required by A.R.S. § 36-411.

**Administrative Services Subcontracts:** All Administrative Services subcontracts entered into by the Contractor require prior review and written approval by AHCCCS and shall incorporate by reference the applicable terms and conditions of this Contract. Proposed Administrative Services Subcontracts shall be submitted as specified in ACOM Policy 438 and Section F, Attachment F3, Contractor Chart of Deliverables. AHCCCS will not permit one organization to own or manage more than one Contract within the same program in the same GSA. The Contractor's Administrator/CEO shall retain the authority to direct and prioritize any delegated contract requirements.

Delegated agreements for operational functions which are determined by AHCCCS to inhibit integrated service delivery for the Medicaid or Medicare D-SNP lines of business are prohibited.

The Contractor shall not delegate the quality of care investigations processes or onsite quality of care visits to Administrative Services Subcontractors or providers.

Before entering into an Administrative Services Subcontract which delegates duties or responsibilities to a subcontractor, the Contractor shall evaluate the prospective subcontractor's ability to perform the activities to be delegated. If the Contractor delegates duties or responsibilities, then the Contractor shall establish a written agreement that specifies the activities and reporting responsibilities delegated to the Administrative Services Subcontractor.



The written agreement shall also provide for revoking delegation or imposing other sanctions if the Administrative Services Subcontractor's performance is inadequate.

In order to determine adequate performance, the Contractor shall monitor the Administrative Services Subcontractor's performance on an ongoing basis and subject it to formal review at least annually or more frequently if requested by AHCCCS. As a result of the performance review, any deficiencies shall be communicated to the Administrative Services Subcontractor in order to establish a corrective action plan [42 CFR 438.230(b)]. The results of the performance review and the corrective action plan shall be communicated to AHCCCS upon completion as specified in ACOM Policy 438 and Section F, Attachment F3, Contractor Chart of Deliverables.

Additionally, if at any time during the period of the Administrative Services Subcontract the subcontractor is found to be in non-compliance, the Contractor shall notify AHCCCS and comply with ACOM Policy 438 and Section F, Attachment F3, Contractor Chart of Deliverables.

The Contractor shall submit an annual Administrative Services Subcontractor Evaluation Report as specified in ACOM Policy 438 and Section F, Attachment F3, Contractor Chart of Deliverables.

The Contractor shall require Administrative Services Subcontractors to adhere to screening and disclosure requirements as specified in Section D, Paragraph 58, Corporate Compliance.

A Change in Contractor Organizational Structure of an Administrative Services Subcontractor of the Contractor requires prior approval of AHCCCS, as specified in ACOM Policy 438.

***Pharmacy Benefit Manager Subcontracts Pass-Through Pharmacy Benefit Manager Pricing Model and Discrete Administrative Fee:*** The Contractor shall amend the subcontract between the Contractor and its Pharmacy Benefit Manager (PBM) to reflect a pass-through pricing model, defined as a PBM subcontract in which:

1. The Contractor reimburses the PBM the exact amount of the actual payments made to pharmacies inclusive of the ingredient costs and the dispensing fees for prescription claims.
2. The Contractor and PBM shall ensure that no additional direct or indirect remuneration fees, any membership fees or the like may be imposed on a pharmacy as a condition of claims payment or network inclusion. No additional retrospective remuneration or recoupment models including, but not limited to, Generic Effective Rates (GERs) or Brand Effective Rates (BERs) shall be permitted. However, nothing shall preclude the reprocessing of claims due to claims adjudication error of the Contractor or its agent, or claim related pharmacy audit adjustments for incorrectly billed pharmacy claims,
3. All revenues including direct and indirect payments and credits received by the PBM related to services provided for the Contractor are passed through to the Contractor, including but not limited to: pricing discounts/credited paid to the PBM, inflationary payments, clawbacks, fees, credits, grants, chargebacks, reimbursements, all rebates, administrative fees paid by manufacturers or other related entities, and any other payments received by the PBM on behalf of or related to the Contractor,

4. The Contractor pays the PBM an all-inclusive administrative fee, on a fixed and/or per script basis, for all services provided under the PBM subcontract. The administrative fee shall not be funded directly or indirectly with revenues associated with credits, rebates, or other payments made to the PBM,
5. For all Contractors, including those contracting with a PBM that subcontracts with another PBM, the submitted encounter by the Contractor shall be the actual payment to the pharmacy. The contracts, between the Contractor and the PBM or the PBM and its subcontracted PBM or any other identified subcontracts associated with the delivery or administration of the pharmacy benefit, shall be submitted to AHCCCS upon request, and
6. For Contractors whose PBMs subcontract with a Pharmacy Services Administrative Organization (PSAO), the submitted pharmacy encounter to AHCCCS shall include the actual payment to the pharmacy that provided the service, including the paid ingredient cost and dispensing fee.

The PBM may charge a discrete administrative fee to the Contractor. AHCCCS suggests this fee should not be greater than the average of two dollars per paid prescription, including any fixed administrative charges. This expense shall be reported by the Contractor as an administrative expense to AHCCCS and shall not be included in the encounter amount. The discrete administrative fee shall be reported to AHCCCS in the quarterly financial reporting packages as directed in the AHCCCS Financial Reporting Guide. Refer to Section F, Attachment F3, Contractor Chart of Deliverables. Contractor pharmacy encounters shall be submitted in accordance with the requirements in Section D, Paragraph 61, Encounter Data Reporting. The Contractor shall submit the PBM subcontract to AHCCCS in order to demonstrate that it is in compliance with the above provisions as stated in Section F, Attachment F3, Contractor Chart of Deliverables.

**Pharmacy Benefit Manager Reimbursement Provisions:** The Contractor shall include specific content below in Pharmacy Benefit Manager (PBM) subcontracts for reimbursement:

**Brand Name Drugs:** The Contractor's contract with the PBM shall provide a Guaranteed Brand Name Drug Discount Rate and require the reimbursement of 95 percent of Brand Name Prescription claims, in aggregate, at a minimum, to be the following:

1. *84-Day Supply or Less:* The lesser of Average Wholesale Price (AWP) less 18 percent, the Submitted Ingredient Cost, or the Usual & Customary price plus a Dispensing Fee, and
2. *Greater than an 84-Day Supply:* The lesser of AWP less 19.50 percent, the Submitted Ingredient Cost, or the Usual & Customary price plus a Dispensing Fee.

The Guaranteed Discount Rate shall be calculated for branded legend and Over-the-Counter branded drugs on a cumulative six-month basis, beginning with the period October 1 - March 31 and followed by the period April 1 - September 30.

The PBM shall evaluate and calculate each six-month time period and determine if the performance guarantee was met. The guarantee shall be calculated within 30-days after the end of each cumulative six-month time period.

If the guarantee was not met, the PBM shall issue payment to the Contractor to meet the performance guarantee after each six-month time period within 60-days after the close of the six-month time period.

**Generic Drugs:** The Contractor's contract with the PBM shall require the reimbursement of generic drugs to be guaranteed, in aggregate, at a minimum, at AWP less 84 percent for all Days Supplies dispensed. The calculation of the aggregate guarantee shall include all generic drugs, including single source, multisource and Over-the-Counter generic drugs and generic drug claims reimbursed at Usual & Customary pricing or the Submitted Ingredient Cost. All generic drug prescription claims shall be reimbursed to network pharmacies at the lesser of the Maximum Allowable Cost (MAC), AWP less 18 percent, the submitted ingredient cost, or Usual & Customary pricing plus a Dispensing Fee.

The Generic Drug Guarantee shall be calculated for generic drugs on a cumulative six-month basis, beginning with the period October 1 - March 31 and followed by the period April 1 - September 30.

The PBM shall evaluate and calculate each six-month time period and determine if the performance guarantee was met. The guarantee shall be calculated within 30-days after the end of each cumulative six-month time period.

If the guarantee was not met, the PBM shall issue payment to the Contractor to meet the performance guarantee after each six-month time period within 60-days after the close of the six-month time period.

**Specialty and Biosimilar Drugs:** The Contractor's contract with the PBM shall provide a Guaranteed Discount Rate, in aggregate, at a minimum, of AWP less 18.25 percent for all Specialty and Biosimilar Drugs. Ninety-five percent of Specialty and Biosimilar Prescription claims, in aggregate, shall be reimbursed to pharmacies at the lesser of AWP less 18.25 percent, MAC, the Submitted Ingredient Cost, or the Usual & Customary price plus a Dispensing Fee. Dispensing Fee for non-compounded and compounded prescriptions shall not greater than what is listed in the Arizona State Plan. Limited and exclusive distribution, biosimilars, and specialty drugs are included in the guarantee.

The Guaranteed Discount Rate shall be calculated for limited distribution, biosimilars and specialty drugs on a cumulative six-month basis, beginning with the period October 1 - March 31 and followed by the period April 1 - September 30.

The PBM shall evaluate and calculate each six-month time period and determine if the performance guarantee was met. The guarantee shall be calculated within 30-days after the end of each cumulative six-month time period.

If the guarantee was not met, the PBM shall issue payment to the Contractor to meet the performance guarantee after each six-month time period within 60-days after the close of the six-month time period.

Specialty Medications that can be purchased and dispensed by a retail pharmacy shall not be reimbursed to the Specialty Pharmacy for a greater amount than the amount that would be reimbursed under the PBM/Contractor Retail Pharmacy Drug Reimbursement rates.

**Mail Order Prescriptions Services:** The Contractor's contract with the PBM shall provide a Guaranteed Discount Rate for all Mail Order Pharmacy Prescriptions Claims, in aggregate, at a minimum, of AWP less 24 percent and 95 percent of the Mail Order Prescription Claims shall be reimbursed, at a minimum, the lesser of AWP less 24 percent, the Submitted Ingredient Cost, MAC, or the Usual & Customary price. This is applicable to Contractors providing mail order services when the pharmacy is owned or under the same umbrella of companies as the PBM. This does not apply to the retail pharmacy networks.

The Guaranteed Discount Rate shall be calculated for mail order prescription drugs on a cumulative six-month basis, beginning with the period October 1 - March 31 and followed by the period April 1 - September 30.

The PBM shall evaluate and calculate each six-month time period and determine if the performance guarantee was met. The guarantee shall be calculated within 30-days after the end of each cumulative six-month time period.

If the guarantee was not met, the PBM shall issue payment to the Contractor to meet the performance guarantee after each six-month time period within 60-days after the close of the six-month time period.

**Rebate Payment:** The Contractor shall include the content below in PBM subcontracts for reimbursement when the PBM is paying a flat fee rebate, a percentage rebate, or a market share rebate to the Contractor for prescription utilization:

1. Rebate guarantees based on a minimum flat rate fee, a percentage or market share rebate shall be compared, in total, to the collected rebates by the PBM from the manufacturer or an entity on behalf of the manufacturer. The PBM shall provide the Contractor with the minimum flat rate rebate, the percentage rebate, the market share rebate, or 100 percent of the collected rebates, whichever is greater for all prescription utilization,
2. The PBM subcontractor shall include language that requires the PBM to report rebates and administrative fees to the Contractor in the AHCCCS requested format,
3. The PBM subcontract shall include language that does not allow administrative costs to be collected and kept by the PBM for utilization that is related to the Contractor. All monies, including but not limited to, rebates and administrative fees collected by the PBM from a manufacturer, or other company representing the manufacturer, that relate to the prescription utilization under the MCO/PBM contract, shall be passed through to the Contractor, and
4. The Contractor shall not apply monies received for rebates or the administration of rebates against the administrative fees of the PBM contract.

**Other- Miscellaneous:** The PBM subcontract shall include:

1. A clause that allows for an annual review of the contract for rate setting, adjustments to market conditions, and to ensure network adequacy,
2. Language requiring the Contractor's PBM to monitor and update the Maximum Allowable Cost (MAC) for generic drugs and other pricing benchmarks on a schedule at least as consistent with market changes, including additions and changes as the cost of generic drugs increase or decrease. Upon request from the Contractor or a network pharmacy, the PBM shall provide at least one source where a non- 340B network pharmacy is able to purchase the drug at the PBM's MAC rate for that drug, or lower. The PBM shall provide a reasonable and direct process for network pharmacies to communicate with the PBM and report the pharmacy's inability to purchase at the PBM's MAC price and receive instructions from the PBM as to where to purchase the drug at the MAC price. The language shall include a specific response time for pricing resolution when inquiries are brought to the attention of the PBM by the Contractor or Network Pharmacy,
3. Language with performance guarantees that address adherence to the AHCCCS Drug List Preferred Agents for the AHCCCS Supplemental Rebate Classes Preferred Agents,
4. Language that allows the Contractor to terminate the PBM subcontract without cause and without penalty, and
5. Language that upon termination of the PBM's Contract the following, at a minimum, will be transferred to the PBM at no charge:
  - a. Claims History File,
  - b. Prior Authorization File,
  - c. Mail Order Open Refills File,
  - d. Specialty Drug Open Refills File,
  - e. Accumulators File (if the Contractor has a corresponding Medicare Advantage Plan for Dual Eligibles),
  - f. Adjustments, and
  - g. Other requests by AHCCCS.

### **37. CLAIMS PAYMENT/HEALTH INFORMATION SYSTEM**

The Contractor shall develop and maintain claims processes and systems that ensure the accurate collection and processing of claims, analysis, integration, and reporting of data [Section 6504(a) of the Affordable Care Act, Section 1903(r)(1)(F) of the Social Security Act, 42 CFR 457.1233(d), 42 CFR 438.242(a)-(b)]. These processes and systems shall result in information on areas including, but not limited to, service utilization, claim disputes and member grievances and appeals, and disenrollment for reasons other than loss of Medicaid eligibility [42 CFR 457.1233(d), 42 CFR 438.242(a)].

**General Claims Processing Requirements:** Claims submission deadlines shall be calculated from the claim end date of service, inpatient claim date of discharge or the effective date of eligibility posting, whichever is later as stated in A.R.S. § 36-2904.

Additionally, unless a subcontract specifies otherwise, the Contractor shall ensure that for each form type (Dental/Professional/Institutional), 95 percent of all clean claims are adjudicated within 30 days of receipt of the clean claim and 99 percent are adjudicated within 60 days of receipt of the clean claim.

Claim payment requirements pertain to both contracted and non-contracted providers. The receipt date of the claim is the date stamp on the claim, or the date electronically received. The receipt date is the day the claim is received at the Contractor's specified claim mailing address, received through direct electronic submission to the Contractor, or received by the Contractor's designated Clearinghouse. The paid date of the claim is the date on the check or other form of payment [42 CFR 447.45(d)(5)-(6), 42 CFR 447.46, Sections 1932(f) and 1902(a)(37)(A) of the Social Security Act].

The Contractor shall include nationally recognized methodologies to correctly pay claims including but not limited to:

1. Medicaid National Correct Coding Initiative (NCCI) for Professional, ASC and Outpatient services,
2. Multiple Procedure/Surgical Reductions, and
3. Global Day E & M Bundling standards.

The Contractor's claims payment system shall be able to assess and/or apply data related edits including but not limited to:

1. Benefit Package Variations,
2. Timeliness Standards,
3. Data Accuracy,
4. Adherence to AHCCCS Policy,
5. Provider Qualifications,
6. Member Eligibility and Enrollment, and
7. Over-Utilization Standards.

The Contractor shall produce a remittance advice related to the Contractor's payments and/or denials to providers and each shall include at a minimum:

1. The reason(s) for denials and adjustments,
2. A detailed explanation/description of all denials, payments, and adjustments,
3. The amount billed,
4. The amount paid,
5. Application of COB and copays, and
6. Provider rights for claim disputes.

Additionally, the Contractor shall include information in its remittance advice which informs providers of instructions and timeframes for the submission of claim disputes and corrected claims. All hard copy remittance advices shall describe this information in detail.

Electronic remittance advices shall either direct providers to the link where this information is explained or include a supplemental file where this information is explained.

The related remittance advice shall be sent with the payment, unless the payment is made by electronic funds transfer (EFT). Any remittance advice related to an EFT shall be sent to the provider, no later than the date of the EFT. See Section D, Paragraph 60, Systems and Data Exchange Requirements, for specific standards related to remittance advice and EFT payment.

In accordance with the Deficit Reduction Act of 2005, Section 6085, SMDL 06-010, and Section 1932(b)(2)(D) of the Social Security Act, the Contractor is required to reimburse non-contracted emergency services providers at the AHCCCS Fee-For-Service rate. This applies to in State as well as out of State providers.

In accordance with A.R.S. § 36-2904 the Contractor is required to reimburse providers of hospital and non-hospital services at the AHCCCS fee schedule in the absence of a Contract or negotiated rate. This requirement applies to services which are directed out of network by the Contractor or to emergency services. For inpatient stays at urban hospitals pursuant to A.R.S. § 36-2905.01 for non-emergency services, the Contractor is required to reimburse non-contracted providers at 95 percent of the AHCCCS fee schedule specified in A.R.S. § 36-2903.01. All payments are subject to other limitations that apply, such as provider enrollment, prior authorization, medical necessity, and covered service.

The Contractor is required to reimburse AHCCCS registered providers that are county departments of health for adult immunization services at the AHCCCS fee schedule in the absence of a Contract or negotiated rate.

The Contractor is required to reimburse providers for previously denied or recouped claims if the provider was subsequently denied payment by the primary insurer based on timely filing limits or lack of prior authorization and the member failed to initially disclose additional insurance coverage other than AHCCCS.

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

AHCCCS requires the Contractor to attend and participate in AHCCCS workgroups including Technical Consortium meetings to review upcoming initiatives and other technical issues.

Refer to ACOM Policy 203 for additional requirements regarding the adjudication and payment of claims.

**Recoupments:** The Contractor's claims processes, as well as its prior authorization and concurrent review process, shall minimize the likelihood of having to recoup already-paid claims.

Any individual recoupment in excess of \$50,000 per provider or Tax Identification Number within a Contract Year or greater than 12 months after the date of the original payment shall be approved as specified in Section F, Attachment F3, Contractor Chart of Deliverables and as further specified in ACOM Policy 412.

When recoupment amounts for a Provider TIN cumulatively exceed \$50,000 during a Contract Year (based on recoupment date), the Contractor shall report the cumulative recoupment monthly to the designated AHCCCS Operations and Compliance Officer as specified in the AHCCCS Claims Dashboard Reporting Guide and Section F, Attachment F3, Contractor Chart of Deliverables.

The Contractor shall void encounters for claims that are recouped in full. For recoupments that result in a reduced claim value or adjustments that result in an increased claim value, replacement encounters shall be submitted. AHCCCS may validate the submission of applicable voids and replacement encounters upon completion of any approved recoupment that meets the qualifications of this section. All replaced or voided encounters shall reach adjudicated status within 120 days of the approval of the recoupment. Refer to ACOM Policy 412 and AHCCCS Encounter Manual for further guidance.

**Appeals:** If the Contractor or a Director's Decision reverses a decision to deny, limit, or delay authorization of services, and the member received the disputed services while an appeal was pending, the Contractor shall process a claim for payment from the provider in a manner consistent with the Contractor's or Director's Decision and applicable statutes, rules, policies, and Contract terms. The provider shall have 90 days from the date of the reversed decision to submit a clean claim to the Contractor for payment. For all claims submitted as a result of a reversed decision, the Contractor is prohibited from denying claims for untimeliness if they are submitted within the 90-day timeframe. The Contractor is also prohibited from denying claims submitted as a result of a reversed decision because the member failed to request continuation of services during the appeals/hearing process as a member's failure to request continuation of services during the appeals/hearing process is not a valid basis to deny the claim.

**Claims Processing Related Reporting:** The Contractor shall submit a monthly Claims Dashboard as specified in the AHCCCS Claims Dashboard Reporting Guide and Section F, Attachment F3, Contractor Chart of Deliverables.

AHCCCS may require the Contractor to review claim requirements, including billing rules and documentation requirements, and submit a report to AHCCCS that will include the rationale for specified requirements. AHCCCS shall determine and provide a format for the reporting of this data at the time of the request.



**Claims System Audits:** The Contractor shall develop and implement an internal ongoing claims audit function that will include, at a minimum, the following:

1. Verification that provider Contracts are loaded correctly, and
2. Accuracy of payments against provider Contract terms.

Audits of provider Contract terms shall be performed on a regular and periodic basis and consist of a random, statistically significant sampling of all Contracts in effect at the time of the audit. The audit sampling methodology shall be documented in policy and the Contractor shall review the Contract loading of both large groups and individual practitioners at least once every five year period in addition to any time a Contract change is initiated during that timeframe. The findings of the audits specified above shall be documented and any deficiencies noted in the resulting reports shall be met with corrective action.

In addition, in the event of a system change or upgrade, as specified in Section F, Attachment F3, Contractor Chart of Deliverables, the Contractor may also be required to initiate an independent audit of the Claim Payment/Health Information System. AHCCCS/DHCM will approve the scope of this audit and may include areas such as a verification of eligibility and enrollment information loading, Contract information management (contract loading and auditing), claims processing and encounter submission processes, and will require a copy of the final audit findings.

### **38. SPECIALTY CONTRACTS**

AHCCCS may at any time negotiate or contract on behalf of the Contractor and AHCCCS for specialized hospital and medical services. AHCCCS will consider existing Contractor resources in the development and execution of specialty contracts. AHCCCS may require the Contractor to modify its delivery network to accommodate the provisions of specialty contracts. AHCCCS may consider waiving this requirement to utilize the specialty contract if such action is determined to be in the best interest of the State; however, in no case shall AHCCCS be held responsible for reimbursement exceeding that payable under the relevant AHCCCS specialty contract including, but not limited to, reinsurance payments.

During the term of specialty contracts, AHCCCS may act as an intermediary between the Contractor and specialty Contractors to enhance the cost effectiveness of service delivery, medical management, and adjudication of claims related to payments provided under specialty contracts shall remain the responsibility of the Contractor.

AHCCCS has specialty contracts, including but not limited to, transplant services, anti-hemophilic agents, and pharmaceutical related services. AHCCCS shall provide at least 60 days advance written notice to the Contractor prior to the implementation of any specialty contract. AHCCCS may provide technical assistance prior to the implementation of any specialty contracts.

Refer to Section D, Paragraph 53, Reinsurance.

**39. HOSPITAL SUBCONTRACTING AND REIMBURSEMENT**

In the absence of a contract between the Contractor and a hospital providing otherwise, the Contractor shall reimburse hospitals for inpatient and outpatient hospital services as required by A.R.S. § 36-2904, § 36-2905.01, § 36-2905.03, and 9 A.A.C. 22, Article 7, which set forth requirements for: reimbursement of the majority of inpatient hospital services using the APR-DRG payment methodology in A.A.C. R9-22-712.60 through A.A.C. R9-22-712.81; reimbursement of limited inpatient hospital services using per diem rates specified in A.A.C. R9-22-712.61; reimbursement of inpatient services provided by non-contracted hospitals at 95 percent of the amounts otherwise payable for inpatient services; and reimbursement of inpatient behavioral health services provided by non-contracted behavioral health inpatient facilities at 90 percent of the AHCCCS Fee-For-Service rates.

The Contractor may conduct prepayment, concurrent and post-payment medical reviews of all hospital claims including outlier claims. Erroneously paid claims may be subject to recoupment. If the Contractor fails to identify lack of medical necessity through prepayment and/or concurrent medical review, lack of medical necessity shall not constitute a basis for recoupment of paid hospital claims, including outlier claims, unless the Contractor identifies the lack of medical necessity through a post-payment medical review of information that the Contractor could not have discovered during a prepayment and/or concurrent medical review through the exercise of due diligence. The Contractor shall comply with Section D, Paragraph 37, Claims Payment/Health Information System.

**40. RESPONSIBILITY FOR NURSING FACILITY REIMBURSEMENT**

The Contractor shall provide medically necessary nursing facility services as specified in Section D, Paragraph 9, Scope of Services. The Contractor shall also provide medically necessary nursing facility services for any enrolled member who has a pending ALTCS application who is currently residing in a nursing facility and is eligible for services provided under this Contract. If the member becomes ALTCS eligible and is enrolled with an ALTCS Contractor before the end of the maximum 90 days per Contract Year of nursing facility coverage, the Contractor is only responsible for nursing facility reimbursement during the time the member is enrolled with the Contractor as shown in the PMMIS. Nursing facility services covered by another liable party (including Medicare) while the member is enrolled with the Contractor, shall be applied to the 90 day per Contract Year limitation.

The Contractor shall not deny nursing facility services when the member's eligibility, including prior period coverage, had not been posted at the time of admission. In such situations the Contractor shall impose reasonable authorization requirements. There is no ALTCS enrollment, including prior period coverage that occurs concurrently with AHCCCS acute enrollment.

The Contractor shall notify the Assistant Director of AHCCCS/DMPs when a member has been residing in a nursing facility or receiving home and community based services for 45 days as specified in Section D, Paragraph 9, Scope of Services, under the heading *Nursing Facility Services*. This will allow AHCCCS time to follow-up on the status of the ALTCS application if the stay goes beyond the 90 day per Contract Year maximum.

For information on Differential Adjusted Payments see Section D, Paragraph 50, Compensation.

#### 41. PHYSICIAN INCENTIVES

The Contractor shall ensure compliance with all applicable physician incentive requirements, including but not limited to [Section 1903(m)(2)(A)(x) of the Social Security Act, 42 CFR 457.1201(h), 42 CFR 457.1207, 42 CFR 438.10(f)(3), 42 CFR 438.3(i), 42 CFR 422.208(c)(1)-(2), and 42 CFR 422.210]. These regulations, in part, prohibit Contractors from operating any physician incentive plan that directly or indirectly makes payments to a physician or physician group as an inducement to limit or reduce medically necessary services to a member.

The Contractor shall not enter into contractual arrangements that place providers at substantial financial risk as specified in 42 CFR 422.208 unless prior written approval of the contractual arrangement is received by AHCCCS. For those proposed contractual arrangements which meet the definition of substantial financial risk, the following shall be submitted to the AHCCCS for review and approval as specified in Section F, Attachment F3, Contractor Chart of Deliverables [Section 1903(m)(2)(A)(x) of the Social Security Act, 42 CFR 457.1201(h), 42 CFR 422.208(c)(2), 42 CFR 438.3(i), 42 CFR 438.6(g)]:

1. The type of incentive arrangement,
2. A plan for a member satisfaction survey,
3. Details of the stop-loss protection provided,
4. A summary of the compensation arrangement that meets the substantial financial risk definition, and
5. Any other items requested by AHCCCS.

Upon request from CMS or AHCCCS, the Contractor shall promptly disclose all requested information regarding its physician incentive plans. In addition, the Contractor shall provide the information specified in 42 CFR 422.210 to any member who requests it.

Any Contractor-selected and/or developed physician incentive that meets the requirements of 42 CFR 417.479 shall be approved by AHCCCS prior to implementation as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

AHCCCS shall review the Value-Based Purchasing deliverables required under Section D, Paragraph 72, Value-Based Purchasing.

#### 42. MATERIAL CHANGE TO BUSINESS OPERATIONS

The Contractor is responsible for evaluating all operational changes, including unexpected or significant changes, and determining whether those changes are material changes to the Contractor's business operations [42 CFR 438.207(c)]. All material changes to business operations shall be approved in advance by AHCCCS.

The Contractor shall submit the request for approval of a material change to business operations as specified in ACOM Policy 439 and as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

The Contractor may be required to conduct meetings with providers and/or members to address issues related changes to business operations, changes in policy, reimbursement matters, prior authorizations and other matters as identified or requested by AHCCCS..

Refer to Section D, Paragraph 28, regarding material changes by the Contractor that may impact the provider network.

Refer to Section D, Paragraph 60, for additional submission requirements regarding system changes and upgrades.

#### **43. PERFORMANCE BOND OR BOND SUBSTITUTE**

In addition to the initial minimum capitalization or equity per member requirements, the Contractor shall be required to establish and maintain a performance bond, in accordance with ACOM Policy 305 for as long as the Contractor has liabilities of \$50,000 or more outstanding including contingent liabilities reported in the Contractor's financial statements, or 15 months following the termination date of this Contract, whichever is later, and will be in the amount and for the term determined by AHCCCS, to guarantee payment of the Contractor's obligations under this Contract including but not limited to payments due to contracted providers, non-contracted providers, and any other entity that subcontracts for the performance of the Contractor's obligations under this Contract whether related to coverage for services to enrollees or for the administration of this Contract [A.R.S. § 36-2903(M), 42 CFR 438.116].

In lieu of a performance bond, AHCCCS, in its sole discretion, may accept a bond substitute or combination of bond substitutes of the types specified in ACOM Policy 305. The Contractor agrees to perform any and all acts and execute any and all documents including, but not limited to, security agreements and necessary filings pursuant to the Arizona Uniform Commercial Code, necessary to grant AHCCCS an enforceable security interest in such bond substitute to secure performance of the Contractor's obligations under this Contract. The Contractor is solely responsible for establishing the creditworthiness of all forms of bond substitutes. AHCCCS may, after written notice to the Contractor, withdraw its permission for a bond substitute or bond substitutes, in which case the Contractor shall provide AHCCCS with performance bond or an alternate form of bond substitute acceptable to AHCCCS as specified in ACOM Policy 305.

For each year that the Contractor has actual or contingent liabilities of \$50,000 or more, the Contractor shall provide documentation of the performance bond or bond substitute in a form acceptable to AHCCCS as specified in ACOM Policy 305. The Contractor shall provide a written attestation, through the Performance Bond Annual Attestation Statement, consistent with 42 CFR 438.604 and 42 CFR 438.606, that the documentation of the performance bond is accurate, complete, and truthful as specified in ACOM Policy 305 and as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

A Contractor that fails to maintain or renew the Performance Bond or Bond Substitute is considered in material breach of this Contract and is subject to Administrative Action.

Following a merger/acquisition of a Contractor or a Contractor's parent company, AHCCCS reserves the right to require additional performance bond assurances on behalf of the new entity, including, but not limited to, expanding the performance bond or bond substitute to include service dates prior to the merger/acquisition.

In the event of a default by the Contractor, AHCCCS shall, in addition to any other remedies it may have under this Contract, obtain payment under the performance bond or bond substitute to remedy the breach, including but not limited to one or more of the following purposes:

1. Paying any damages sustained by providers, non-contracting providers, and other subcontractors by reason of a breach of the Contractor's obligations under this Contract,
2. Reimbursing AHCCCS for any payments made by AHCCCS on behalf of the Contractor,
3. Reimbursing AHCCCS for any administrative expenses incurred by reason of a breach of the Contractor's obligations under this Contract, including, but not limited to, expenses incurred after termination of this Contract for reasons other than for the convenience of AHCCCS under Section E, Paragraph 48, Termination of Convenience, of this Contract, and
4. Reimbursing expenditures incurred by AHCCCS in the direct operation of the Contractor under Section E, Paragraph 43 of this Contract, and
5. Paying any sanctions imposed under Section D, Paragraph 68, Administrative Actions, to the extent the sanctions are not offset against payments due from AHCCCS to the Contractor as provided for under Section E, Paragraph 38, Right of Offset, of this Contract.

Compliance with the requirements of this Section do not relieve the Contractor from the obligation to pay AHCCCS for any damages resulting from breach of this Contract if the Performance Bond or bond substitute is insufficient to fully indemnify AHCCCS.

The Contractor may not change the amount, duration, or scope of the performance bond or bond substitute without prior written approval from AHCCCS.

The Contractor shall not pledge any bond substitute as collateral or security for any other loan, or debt or obligation of the Contractor, or pledge the bond substitute as security to creditors. The Contractor shall be in material breach of this Contract if it fails to maintain or renew the performance bond or bond substitute as required by this Contract and as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

#### **44. AMOUNT OF PERFORMANCE BOND OR BOND SUBSTITUTE**

The Contractor shall provide a performance bond or bond substitute in an amount equal to 100 percent of the total capitation payment (including delivery supplement and excluding premium tax) due to the Contractor in the first month of the Contract Year. The Contractor shall provide the performance bond or bond substitute no later than 30 days following notification by AHCCCS of the amount. It is the Contractor's responsibility to self-monitor the required performance bond or bond substitute amount and notify AHCCCS of the need to increase the amount when necessary, and whether a rider to the existing performance bond will be used to increase the amount. If a new performance bond will be used to increase the amount, AHCCCS shall approve the new performance bond prior to execution.

When the amount of the performance bond or bond substitute falls below 90 percent of the monthly capitation amount (including delivery supplement and excluding premium tax), the amount of the performance bond or bond substitute shall be increased to at least 100 percent of the monthly capitation amount (including delivery supplement and excluding premium tax). If AHCCCS notifies the Contractor of a needed change in performance bond or bond substitute amount, the Contractor shall do so no later than 30 days following notification by AHCCCS. The Contractor may not change the amount, duration, or type of the performance bond or bond substitute without prior written approval from AHCCCS/DHCM. Refer to ACOM Policy 305.

#### **45. ACCUMULATED FUND DEFICIT**

The Contractor and its owners shall review for accumulated fund deficits on a quarterly and annual basis. In the event the Contractor has a fund deficit, the Contractor and its owners shall fund the deficit through capital contributions in a form acceptable to AHCCCS. The capital contributions shall be for the period in which the deficit is reported and shall occur within 30 days of the financial statement due to AHCCCS. AHCCCS at its sole discretion may impose a different timeframe other than the 30 days required in this paragraph. AHCCCS may, at its option, impose enrollment caps in any or all GSAs as a result of an accumulated deficit, even if unaudited.

#### **46. ADVANCES, EQUITY DISTRIBUTIONS, LOANS, AND INVESTMENTS**

The Contractor shall not, without the prior approval of AHCCCS, make any advances, equity distributions, loans, loan guarantees, or profit sharing agreements, investments, including, but not limited to those to related parties or affiliates including another fund or Line of Business within its organization. The Contractor shall not, without prior approval of AHCCCS, make individual or cumulative loans, loan guarantees, or advances to providers equal to or in excess of \$50,000 per Provider Tax Identification Number (TIN) within a contract year. The Contractor is required to report all repayment of advances, loans, loan guarantees, or investments as specified in Section F, Attachment F3, Contractor Chart of Deliverables and ACOM Policy 418. All requests for prior approval are to be submitted to AHCCCS as specified in Section F, Attachment F3, Contractor Chart of Deliverables. Refer to ACOM Policy 418 for further information.

#### **47. FINANCIAL VIABILITY STANDARDS**

The Contractor shall comply with the AHCCCS-established financial viability standards or any revisions or modifications of the standards, in conformance with the AHCCCS Financial Reporting Guide. On a quarterly basis, AHCCCS will review the following ratios with the purpose of monitoring the financial health of the Contractor: current ratio; equity per member; medical loss ratio; and the administrative cost percentage [42 CFR 438.116 (a)-(b)]. These same standards will be reviewed for the financial statements applicable to the Contractor's Medicare Line of Business if the Contractor is certified by AHCCCS.

Sanctions may be imposed if the Contractor does not meet these financial viability standards. AHCCCS will take into account the Contractor's unique programs for managing care and improving the health status of members when analyzing medical loss and administrative ratio results.

However, if a critical combination of the financial viability standards is not met, or if the Contractor’s experience differs significantly from other Contractors, additional monitoring, such as monthly reporting, may be required.

<b>FINANCIAL VIABILITY STANDARDS – AHCCCS COMPLETE CARE</b>	
<b><i>Current Ratio</i></b>	<p>Current assets less due from affiliates divided by current liabilities. Percent “Current assets” includes any investments that can be converted to cash within three business days without significant loss of value (i.e., more than 10 percent). All components of the calculation should include annual audit adjustments.</p> <p><i>Standard: At least 1.00</i></p> <p>Other Assets deemed restricted by AHCCCS are excluded from this ratio. Refer to the AHCCCS Financial Reporting Guide.</p>
<b><i>Equity per Member</i></b>	<p>Unrestricted equity, less on-balance sheet performance bond or bond substitute, due from affiliates, guarantees of debts/pledges/assignments and other assets determined to be restricted, by AHCCCS (refer to ACOM Policy 305) divided by the number of members enrolled at the end of the period. All components of the calculation should include annual audit adjustments.</p> <p><i>Standard: At least \$250 per member</i></p> <p>The Contractor shall self-monitor for compliance with the equity per member amount monthly to ensure the amount of the equity per member does not fall below the required amount. The Contractor shall infuse capital to meet the equity per member within 30 days of falling below the required amount.</p> <p>The Contractor shall demonstrate compliance with the equity per member standard at any time during the Contract cycle. Once the \$250 equity per member standard is met, the Contractor shall maintain compliance at \$250 per member for the remainder of the Contract term.</p> <p>The Contractor may request a waiver from AHCCCS to include the portion of the due for affiliates balance resulting from a qualifying cash sweep arrangement or a qualifying centralized cash arrangement with or for other Arizona</p>

<b>FINANCIAL VIABILITY STANDARDS – AHCCCS COMPLETE CARE</b>	
	Medicaid lines of business (including the Non-title XIX/XXI Contract). Additional information regarding the Equity per Member requirement may be found in the Performance Bond and Equity per Member Requirements policy in ACOM Policy 305 [42 CFR 438.604(a)(4); 42 CFR 438.606; 42 CFR 438.116].
<b>Medical Loss Ratio</b>	<p>Incurred claims plus expenditures for activities that improve health care quality, divided by premium revenue less Federal, State, and local taxes and licensing and regulatory fees. For additional information, refer to the AHCCCS Financial Reporting Guide.</p> <p><i>Standard: At least 85 percent</i></p>
<b>Administrative Cost percentage</b>	<p>Total administrative expenses divided by the sum of total capitation plus Delivery Supplement plus All Reconciliation Settlements less Reinsurance less premium tax. All components of the calculation should include annual audit adjustments.</p> <p><i>Standard: No greater than 10 percent</i></p>

<b>FINANCIAL VIABILITY STANDARD – MEDICARE ADVANTAGE PLAN CERTIFIED BY AHCCCS</b>	
<b>Equity per Member</b>	<p>Unrestricted equity, less on-balance sheet performance bond or bond substitute, due from affiliates, guarantees of debts/pledges/assignments and other assets determined to be restricted by AHCCCS (refer to ACOM Policy 305), divided by the number of Medicare Advantage Plan dual eligible members enrolled at the end of the period. All components of the calculation should include annual audit adjustments.</p> <p><i>Standard: At least \$350</i></p>

Additional information regarding the Equity per Member requirement may be found in ACOM Policy 305.



**Flat File Submissions:** The Contractor shall utilize the flat file specifications as specified in the AHCCCS Financial Reporting Guide for the required Unaudited Financial Information for Contractor, Draft Audit Financial Information for Contractor, Final Audit Financial Information for Contractor, Draft Audit Financial Adjustments and Final Audit Financial Adjustments flat file submissions. The Contractor shall submit flat files as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

**Medical Loss Ratio:** The Contractor shall submit a Medical Loss Ratio (MLR) Report in compliance with 42 CFR 457.1203 and 42 CFR 438.8, as specified in Section F, Attachment F3, Contractor Chart of Deliverables. All components of the calculation should include annual audit adjustments and true up of any estimates to present on an incurred date of service basis. Any retroactive changes to capitation rates after the contract year end will need to be incorporated into the MLR calculation. If the retroactive capitation rate adjustment occurs after the MLR report has been submitted to AHCCCS, a new report incorporating the change will be required to be submitted within 30 days of the capitation rate adjustment payment by AHCCCS. For additional information, refer to the AHCCCS Financial Reporting Guide.

The Contractor shall submit annual audit adjustments with the draft and final audit packages and comply with all financial reporting requirements contained in Section F, Attachment F3, Contractor Chart of Deliverables and the AHCCCS Financial Reporting Guide. Reporting is required for both the AHCCCS Complete Care and Medicare lines of business, regardless of the licensing or certifying entity for the Medicare Advantage Plan. If the Contractor is a Medicare Advantage Plan licensed through the Department of Insurance and Financial Institutions, quarterly reporting to AHCCCS is required for informational purposes only. The required reports are subject to change during the contract term and are summarized in Section F, Attachment F3, Contractor Chart of Deliverables. Refer to ACOM Policy 106 [42 CFR 457.1201(k), 42 CFR 438.3(m)].

The Contractor shall comply with the financial viability standards, or any revisions or modifications of the standards, in conformance with the AHCCCS Financial Reporting Guide, Financial Ratios and Standards [42 CFR 438.116 (a) and (b), 42 CFR 438.3(m)].

The Contractor shall submit unaudited financial information, including financial statements, in an Excel file through SharePoint via the Financial Reporting Package as specified in Section F, Attachment F3, Contractor Chart of Deliverables. The Contractor shall utilize the AHCCCS prepared Excel template as specified in the AHCCCS Financial Reporting Guide.

The Contractor shall submit unaudited financial information of any entity with a controlling interest in the Contractor (balance sheet and statement of revenues and expenses only) and shall also submit complete audited financial statements of any entity with a controlling interest in the Contractor through SharePoint via the Financial Reporting Package as specified in Section F, Attachment F3, Contractor Chart of Deliverables. For purposes of this Contract requirement, an entity is considered to have a controlling interest in the Contractor when that entity, directly or through one or more subsidiaries, has the authority to direct the operational or financial activities of the Contractor.

**48. AFFILIATED CORPORATION**

Within 120 days of contract award, a non-governmental Contractor shall have established an affiliated corporation for the purposes of this Contract, whose sole activity is the performance of the requirements of this Contract or other contracts with AHCCCS (A.R.S. § 36-2906.01).

**49. CHANGE IN CONTRACTOR ORGANIZATIONAL STRUCTURE**

A change in Contractor organizational structure shall require prior approval of AHCCCS, as specified in ACOM Policy 317 and Section F, Attachment F3, Contractor Chart of Deliverables. The Contractor shall submit notification and a detailed transition plan to AHCCCS 180 days prior to the effective date as specified in ACOM Policy 317. The purpose of the plan review is to ensure uninterrupted services to members, evaluate the new entity's ability to maintain and support the Contract requirements, and to ensure that services to members are not diminished and that major components of the organization and AHCCCS programs are not adversely affected by any change in organizational structure. AHCCCS reserves the right to obtain stakeholder input on proposed changes in a Contractor's organizational structure through a public notice and feedback process. In addition, AHCCCS reserves the right to temporarily suspend a Contractor's new member enrollment including, but not limited to, auto-assignment pending AHCCCS review and final determination regarding a Contractor's Change in Organizational Structure.

A change in organizational structure may require a Contract amendment. If the Contractor does not obtain prior approval, or AHCCCS determines that a change in organizational structure is not in the best interest of the State, AHCCCS may terminate this Contract pursuant to Section E, Contract Terms and Conditions. AHCCCS may offer open enrollment to the members assigned to the Contractor should a change in organizational structure occur. AHCCCS will not permit one organization to own or manage more than one Contract within the same Line of Business in the same GSA.

**50. COMPENSATION**

The method of compensation under this Contract will be Prior Period Coverage (PPC) capitation, prospective capitation, delivery supplement, special provisions for payment, and reinsurance, as specified in this Contract, and appropriate laws, regulations, and policies [42 CFR 438.6(b)(1)]. Final capitation rates are identified and developed, and payment is made in accordance with 42 CFR 438.3(c) and 42 CFR 457.1201(c). Capitation payments may only be made by the State and retained by the Contractor for Medicaid-eligible members, except for the administrative component of the State Only Transplants Option one and Option two specified below [42 CFR 457.1201(c), 42 CFR 438.3(c)(2)].

The Contractor shall comply with Rates and Reimbursement Guidance as directed by AHCCCS and subsequently made available on the AHCCCS website at:

<https://www.azahcccs.gov/PlansProviders/RatesAndBilling/ManagedCare/>

Refer to Section D, Paragraph 3, Enrollment and Disenrollment for information regarding Prior Period Coverage for members transitioning to Title XIX from RBHA Non-Title XIX/XXI eligibility.

Subject to the availability of funds, AHCCCS shall make payments to the Contractor in accordance with the terms of this Contract provided that the Contractor's performance is in compliance with the terms and conditions of this Contract. Payment shall comply with requirements of A.R.S. Title 36. AHCCCS reserves the option to make payments to the Contractor by wire or National Automated Clearing House Association (NACHA) transfer and will provide the Contractor at least 30 days' notice prior to the effective date of any such change.

Where payments are made by electronic funds transfer, AHCCCS shall not be liable for any error or delay in transfer or indirect or consequential damages arising from the use of the electronic funds transfer process. Any charges or expenses imposed by the bank for transfers or related actions shall be borne by the Contractor. Except for adjustments made to correct errors in payment, and as otherwise specified in this Contract, any savings remaining to the Contractor as a result of favorable claims experience and efficiencies in service delivery at the end of the Contract term may be kept by the Contractor.

All funds received by the Contractor pursuant to this Contract shall be separately accounted for in accordance with generally accepted accounting principles.

Except for monies received from the collection of third party liabilities, the only source of payment to the Contractor for the services provided hereunder is from funds under the control of AHCCCS. An error discovered by the State, in the amount of fees paid to the Contractor, with or without an audit, will be subject to adjustment or repayment by AHCCCS via a recoupment from future payment(s) to the Contractor, or by making an additional payment to the Contractor. When the Contractor identifies an overpayment, AHCCCS shall be notified and reimbursed within 30 days of identification [42 CFR 457.1285, 42 CFR 438.608(c)(3)].

No payment due the Contractor by AHCCCS may be assigned or pledged by the Contractor. This section shall not prohibit AHCCCS at its sole option from making payment to a fiscal agent hired by the Contractor.

Should any part of the scope of work under this Contract relate to a state program that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), the Contractor shall do no work on that part after the effective date of the loss of program authority. The state will adjust capitation rates to remove costs that are specific to any program or activity that is no longer authorized by law. If the Contractor works on a program or activity no longer authorized by law after the date the legal authority for the work ends, the Contractor will not be paid for that work. If the state paid the Contractor in advance to work on a no-longer-authorized program or activity and under the terms of this Contract the work was to be performed after the date the legal authority ended, the payment for that work shall be returned to the state. However, if the Contractor worked on a program or activity prior to the date legal authority ended for that program or activity, and the state included the cost of performing that work in its payments to the Contractor, the Contractor may keep the payment for that work even if the payment was made after the date the program or activity lost legal authority [CMS, Medicaid and Chip Operations Group Letter Dated September 4, 2020].

**Capitation Rate Development:** Capitation rates are developed by AHCCCS according to the applicable provisions of 42 CFR Part 438 and applicable Actuarial Standards of Practice and following generally accepted actuarial principles and practices. AHCCCS provides the following data to its actuaries for the purposes of rebasing and/or updating the capitation rates:

1. Utilization and unit cost data derived from fully adjudicated and approved encounters, as well as individual encounter level detail as needed,
2. Both audited and unaudited financial statements reported by the Contractor
3. Market Basket Inflation Trends,
4. AHCCCS Fee-For-Service schedule pricing adjustments (if applicable),
5. Historical and projected enrollment by risk group,
6. Programmatic or Medicaid covered service changes that affect reimbursement, and
7. Additional administrative requirements for the Contractor that affect reimbursement.

AHCCCS adjusts its rates to best match payment to risk. This further ensures the actuarial basis for the capitation rates. AHCCCS will utilize fully adjudicated and approved encounters to calculate risk adjustment, acuity adjustment, or a combination thereof, that will be applied to all capitation rates for all risk groups (excluding supplemental payments). Notwithstanding the encounter submission deadline as specified in Section D, Paragraph 61, Encounter Data Reporting, if risk adjustment is utilized, the encounter data used for the risk adjustment will be based on a three month lag period, or a lag period determined appropriate by the actuary but not less than three months. The Contractor is strongly encouraged to ensure that encounters are submitted timely. Unique Contractor encountering issues such as missing encounters, missing diagnosis codes, etc., will not be considered acceptable causes for delays for purposes of calculating risk adjustment.

Additional elements that may be considered in capitation rate development include:

1. Reinsurance (as specified in Section D, Paragraph 53, Reinsurance),
2. Age/Gender,
3. Medicare enrollment,
4. Geographic Service Area adjustments,
5. Risk sharing arrangements for specific populations,
6. Member specific statistics, e.g., member acuity, member choice, member diagnosis, and
7. Supplemental information requested from Contractors.

The above information is reviewed by AHCCCS' actuaries each year to determine if adjustments are necessary. A Contractor may cover services that are not covered under the Arizona State Plan or the Section 1115 Demonstration Waiver Special Terms and Conditions approved by CMS; however, those services are not included in the data provided to actuaries for setting capitation rates [42 CFR 438.6(e), Section 1903(i) and 1903(i)(17) of the Social Security Act]. Graduate Medical Education payments (GME) are not included in the capitation rates but are paid out separately consistent with the terms of the Arizona State Plan.

Likewise, because AHCCCS does not delegate any of its responsibilities for administering Electronic Health Record (EHR) incentive payments to the Contractor, EHR payments are also excluded from the capitation rates and are paid out separately by AHCCCS pursuant to Section 4201 of the HITECH Act, 42 USC 1396b(t), and 42 CFR 495.300 et seq.

Capitation rate development will not include costs for amounts expended for providers excluded by Medicare, Medicaid, or CHIP, except for emergency services.

**Capitation Payments:** The Contractor will be paid capitation for all prospective and PPC member months, including partial member months. This capitation includes the cost of providing medically necessary covered services to members. The Contractor will not receive PPC capitation for KidsCare member or newborns of members who are enrolled at the time of delivery. There is no PPC capitation for members enrolled with the Contractor who are initially found eligible for AHCCCS through HPE. These members will receive coverage of services during the PPC period through AHCCCS Fee-For-Service.

Capitation will be paid in the following Risk Groups:

1. Age < 1
2. Age 1-20
3. Age 21+
4. Duals
5. SSIWO
6. Prop 204 Childless Adults
7. Expansion Adults

The Contractor will be denied payment for newly enrolled members when, and for so long as, payment for those members is denied by CMS under 42 CFR 438.730(e), 42 CFR 457.1270, 42 CFR 438.726(b), 42 CFR 438.700(b)(1)-(6), 42 CFR 438.730(e)(1)(i), 42 CFR 438.730(e)(1)(ii), Section 1903(m)(5)(B)(ii) of the Social Security Act.

The Contractor shall develop and maintain internal controls and systems to separately account for both AHCCCS-related revenue and expenses and non-AHCCCS-related revenue and expenses by type and program and develop and maintain internal controls to prevent and detect fraud, waste and program abuse. The Contractor shall separately account for all funds received under this Contract in conformance with the requirements in the AHCCCS Financial Reporting Guide [42 CFR 438.3(m)].

**Cost Settlement for COVID Vaccine:** The Contractor is responsible for COVID vaccine administration and submitting those expenses as encounters. AHCCCS will make cost-settlement payments to the Contractor based upon adjudicated/approved encounter data.

**Reconciliation of Costs to Reimbursement:** AHCCCS will reconcile the Contractor's total medical cost expenses (prospective and PPC), excluding COVID Vaccine expenses, to total capitation paid (prospective and PPC) to the Contractor. Refer to ACOM Policy 311. This reconciliation will limit the Contractor's profits and losses as follows:

PROFIT	MCO SHARE	STATE SHARE	MAX MCO PROFIT	CUMULATIVE MCO PROFIT
<= 2%	100%	0%	2%	2%
> 2% and <= 6%	50%	50%	2%	4%
> 6%	0%	100%	0%	4%
LOSS	MCO SHARE	STATE SHARE	MAX MCO LOSS	CUMULATIVE MCO LOSS
<= 2%	100%	0%	2%	2%
> 2%	0%	100%	0%	2%

**Fixed Administrative Cost Component Reconciliation:** AHCCCS shall complete a reconciliation of the fixed administrative cost component by comparing the actual member months to the assumed members months that were used to calculate the administrative PMPM in the capitation rates. If the Contractor's actual member months are different than assumed member months, AHCCCS shall recoup or reimburse the difference in the administrative PMPM attributable to any difference in member months, subject to medical loss ratio requirements. Refer to ACOM Policy 326.

**Delivery Supplement:** When the Contractor has an enrolled woman, who delivers during a prospective enrollment period, the Contractor will be entitled to a supplemental payment. Supplemental payments will not apply to women who deliver in a prior period coverage time period, or State Only Transplant members. Refer to ACOM Policy 310.

**Premium Tax:** A.R.S. § 36-2905 and A.R.S. § 36-2944.01 require that the Contractor report and pay premium tax quarterly to Department of Insurance and Financial Institutions (DIFI) based on Title XIX/XXI payments received from AHCCCS during the quarter being reported. Capitation payments, reinsurance payment, reconciling payments/recoupments, supplemental payments, and cost settlements will have the Premium Tax included in the payments/recoupments. Premium tax report(s) shall be due to DHCM as specified in Section F, Attachment F3, Contractor Chart of Deliverables. Refer to ACOM Policy 304.

**Practitioner/Dentist Rate Requirements:** As required by Laws 2020, Ch.46, Sec.2, AHCCCS increased base reimbursement rates for services reimbursed under the AHCCCS dental fee schedule and physician fee schedule. AHCCCS expects the Contractor to apply the fee schedule adjustments to contracted rates that are in place three months prior to the effective date of the fee schedule increases. If the Contractor does not intend to increase rates by at least the fee schedule rate increases, the Contractor shall notify AHCCCS of the proposed rates and adjustments 60 days in advance of implementation and provide an explanation of how it intends to track, evaluate, and mitigate any potential negative impacts to access to care that could result. AHCCCS will review the proposed rates to consider if an adjustment to the Contractor's capitation rates may be warranted.

**Federally Qualified Health Centers and Rural Health Clinics:** The Contractor shall pay each FQHC and RHC the unique, all-inclusive per visit rate as established by AHCCCS for all visits eligible to receive the Prospective Payment System (PPS) rate, except for instances in which Medicaid is not the primary payer of the claim, in which case established system logic to pay the lesser of amount may prevail. The FQHC Fee Schedule includes any adjustments for FQHC Differential Adjusted Payment (FQHC DAP) as listed in the Arizona State Plan.

**Special Provisions for Payments:** In accordance with 42 CFR 438.6, the Contractor shall be subject to a withhold arrangement, shall be eligible for incentive payments, shall participate in delivery system and provider payment initiatives, and shall pass-through payments to specified providers.

**Withhold Arrangement:** The Alternative Payment Model (APM) Initiative – Withhold and Quality Measure Performance (QMP) incorporates a withhold arrangement of one percent of the Contractor’s capitation and a portion of, or all of, the withheld amount will be paid to the Contractor for performance on select performance measures identified in ACOM Policy 306. Payment is contingent on the Contractor meeting the minimum requirements of the percentage of payments that shall be governed by APM strategies defined in ACOM Policy 307. AHCCCS will apply the withhold after the completion of the contract year by recouping the full amount of the annual withhold. Also, after the completion of the contract year and the computation of the performance measures, AHCCCS will reconcile the Contractor’s earned portion of the withhold against the withheld funds and will make a lump sum payment to the Contractor. The Contractor will not be paid greater than 100 percent of the withhold.

This withhold arrangement is:

1. For a fixed period of time and performance is measured during the rating period under the contract in which the withhold arrangement is applied,
2. Not to be renewed automatically,
3. Made available to both public and private Contractors under the same terms of performance,
4. Does not condition Contractor participation in the withhold arrangement on the Contractor entering into or adhering to intergovernmental transfer agreements, and
5. Necessary for the specified activities, targets, performance measures, or quality-based outcomes that support program initiatives as specified in the AHCCCS quality strategy under 42 CFR 438.340 [42 CFR 438.6(b)(3)].

**Incentive Arrangements:** This Contract provides for the following incentive arrangements between AHCCCS and the Contractor:

1. **Alternative Payment Model Initiative-Withhold and Quality Measure Performance Incentive:** The APM Withhold and QMP incorporates an incentive arrangement under which the Contractor may receive additional funds over and above the capitation rates for performance on select performance measures identified in ACOM Policy 306. Payment is contingent on the Contractor meeting the minimum requirements of the percentage of payments that shall be governed by APM strategies defined in ACOM Policy 307.

AHCCCS will make a lump-sum payment to the Contractor after the completion of the contract year and the computation of the performance measures.

2. **Alternative Payment Model Initiative-Performance Based Payments:** The APM-PBP incorporates an incentive arrangement under which the Contractor may receive additional funds over and above the capitation rates for implementing APM arrangements with providers who successfully meet targets established by the Contractor that are aimed at quality improvement, such as reducing costs, improving health outcomes, or improving access to care. In accordance with ACOM Policy 307, for those APM arrangements which result in PBP to providers, AHCCCS will make a lump-sum payment to the Contractor after the completion of the contract year.

The Contractor shall report standard Performance Measure and VBP Medical Loss Ratio (MLR) outcomes by provider and in total by Contractor to compare quality of care and cost of care measures, as specified in Section F, Attachment F3, Contractor Chart of Deliverables. The Contractor shall submit data for prior contract periods as requested by AHCCCS. Refer to ACOM 307.

The Contractor shall not receive incentive payments in excess of five percent of the approved capitation payments attributable to the members or services covered by the incentive arrangements.

These incentive arrangements:

1. Are for a fixed period of time and performance is measured during the rating period under the contract in which the incentive arrangement is applied,
2. Are not to be renewed automatically,
3. Are made available to both public and private contractors under the same terms of performance,
4. Do not condition Contractor participation in the incentive arrangement on the Contractor entering into or adhering to intergovernmental transfer agreements, and
5. Are necessary for the specified activities, targets, performance measures, or quality-based outcomes that support program initiatives as specified in the State's quality strategy at 42 CFR 438.340[42 CFR 438.6(b)(2)].

#### **Delivery System and Provider Payment Initiatives**

42 CFR Sections 438.6(c) and 438.6(d) provide the State flexibility to implement delivery system and provider payment initiatives. AHCCCS reserves the right to utilize this flexibility to require Contractor participation in initiatives that may require certain payment levels and/or certain directed payments to providers to support State actions that are critical to ensuring timely access to high-quality care. AHCCCS will obtain prior written approval from CMS prior to implementation, if applicable, and Contractors will be required to implement, as directed by AHCCCS guidance.



AHCCCS anticipates that most initiatives will involve payments to the Contractor outside of the monthly base capitation payments, made as a separate lump sum payment. AHCCCS will compute directed payment amounts and ensure the associated payments and/or capitation rates meet actuarial soundness requirements, as applicable.

These delivery system reform initiatives [42 CFR 438.6(c)]:

1. Make participation in the delivery system reform initiative available, using the same terms of performance, to a class of providers providing services under the contract related to the reform initiative,
2. Use a common set of performance measures across all payers and providers,
3. Does not set the amount or frequency of the expenditures, and
4. Does not allow AHCCCS to recoup any unspent funds allocated for these arrangements from the Contractor [42 CFR 438.6(c)(1)(ii)].

**Access to Professional Services Initiative:** Access to Professional Services Initiative (APSI) is a program to preserve and promote access to medical services through scheduled lump sum directed payments to Contractors. The Payments are a uniform percentage increase to the contracted rates between the qualified practitioners and the Contractors. For professional services provided by qualified practitioners affiliated with designated hospitals as specified in ACOM Policy 330.

Federal regulation mandates that APSI payments be prior approved by CMS before they shall be implemented. AHCCCS submits the preprint to CMS annually for approval. AHCCCS will notify the Contractor when CMS approves the APSI preprint.

AHCCCS will compute the Qualified Practitioners interim rate increase on a quarterly basis and will make available to the Contractor the associated amounts of payments owed. Interim payments are calculated using projected experience for the Contract Year. The Contractor will be paid outside of the monthly capitation payments through a separate quarterly interim lump sum payment. Twelve months after the contract year end there will be an adjustment to the prior year's costs based on a reconciliation of lump sum payments compared to the actual encounters. The final payment is based on actual experience from the Contract Year being reconciled.

AHCCCS may amend the APSI components annually or during the contract year and will provide guidance to the Contractor as applicable.

**Pediatric Services Initiative:** AHCCCS seeks to provide enhanced support to ensure the financial viability of the state's Qualified Children's Hospitals as defined in ACOM Policy 327.

Pediatric Services Initiative (PSI) is a program to preserve and promote access to medical services through a uniform percentage increase to the Contractor's rates for inpatient and outpatient services provided by Qualified Children's Hospitals. Federal regulation mandates that these payments be prior approved by CMS before they shall be implemented. AHCCCS will notify the Contractor when CMS approves the PSI initiative.

The rate increase is intended to supplement, not supplant, payments to Qualified Children's Hospitals as defined in ACOM Policy 327.

AHCCCS will compute the interim rate increase on a quarterly basis and will make available to the Contractor the associated amounts of payments owed. Interim payments are calculated using projected experience for the Contract Year. The Contractor will be paid outside of the monthly capitation payments through a separate quarterly interim lump sum payment. Twelve months after the contract year end there will be an adjustment to the prior year's costs based on a reconciliation of lump sum payments compared to the actual encounters. The final payment is based on actual experience from the Contract Year being reconciled. Requirements are further specified in ACOM Policy 327.

AHCCCS may amend the PSI components annually or during the contract period and will provide guidance to the Contractor as applicable.

**Targeted Investments:** The Targeted Investments (TI) program is authorized under AHCCCS' Section 1115 Demonstration Waiver for five years beginning in CYE 17. AHCCCS has requested an extension of the TI program with submission of its Section 1115 Demonstration Waiver Renewal Request; continuation of the TI program is subject to CMS approval. The TI program is AHCCCS' strategy to provide financial incentives to eligible AHCCCS providers to develop systems for integrated care. Federal regulation mandates that these payments be prior approved by CMS before they shall be implemented.

In order to ensure the stability of AHCCCS' delivery system efforts, the Contractor is strongly encouraged to contract with eligible PCPs, behavioral health providers, integrated clinics and hospitals participating in TI. The Contractor will provide financial incentives (referenced below) under the TI initiative to the participating providers who demonstrate performance improvement by meeting certain benchmarks for integrating and coordinating physical and behavioral health care. Contractors are encouraged to:

1. Maintain membership numbers for those members assigned to contracted/TI eligible participating providers, as appropriate, and
2. Increase member assignment to high performing contracted/TI eligible participating providers, as appropriate.

The Contractor is required to contract with eligible TI providers serving adults transitioning from the criminal justice system participating in the TI program. In the event the Contractor and the provider fail to negotiate a contract, the Contractor shall permit members to continue receiving services from these providers and consistent with A.A.C. R9-22-705 K., shall reimburse the provider not less than the AHCCCS FFS rates.

AHCCCS will collect information via the Provider Affiliation Transmission (PAT) file and evaluate the Contractor's network. If AHCCCS determines a material impact to TI participating provider(s), AHCCCS may require the Contractor to take steps to rectify the material impact.

AHCCCS will compute the participating provider financial incentives after completion of the contract year and will make available to the Contractor a list of TI providers and associated amounts of financial incentive payments owed for the contract year. Also after completion of the contract year, AHCCCS will adjust capitation rates in the form of a lump sum payment to the Contractor in an amount equal to the financial incentive payments due to TI providers plus an administrative payment for the Contractor. Requirements are further specified in ACOM Policy 324.

**Differential Adjusted Payments:** AHCCCS has introduced multiple Differential Adjusted Fee Schedules to distinguish providers who have committed to supporting designated actions that improve patients' care experience, improve members' health, and reduce cost of care growth. Federal regulation mandates that these payments be prior approved by CMS before they shall be implemented. AHCCCS will notify the Contractor when CMS approves the Differential Adjusted Payments (DAPs). AHCCCS may amend the DAP components annually, including but not limited to, the qualifications, rate adjustments, and/or providers eligible for the increases. The Contractor will support the Rate Differential in accordance with 42 CFR 438.6(c)(1)(iii)(B). The DAPs require that the Contractor shall adjust payments for specific qualifying providers, in addition to any AHCCCS fee for service rate changes adopted by the Contractor, to the qualifying providers. This DAP increase to rates shall be included on all payments made to qualifying providers (including sub-capitation and block payment arrangements). These DAP payments are specified in the public notice documents on the AHCCCS website; refer to *Public Notices and Opportunities for Public Comment – Rates and Supplemental Payments, Rates Section Notice of Differential Adjusted Payments*: <https://www.azahcccs.gov/AHCCCS/PublicNotices/>.

**Qualifying Providers:** AHCCCS will provide a reference file that will contain the qualifying DAP providers, or a provider file for individual provider flags, for applicable DAP categories. In addition, AHCCCS will post listings of the qualifying providers by DAP category on the AHCCCS Fee-For-Service Fee Schedules - Differential Adjusted Payments - "Qualifying Provider" web page on the AHCCCS website.

<https://www.azahcccs.gov/PlansProviders/RatesAndBilling/FFS/qualifyingproviders.html>

The Contractor shall utilize these files with information specified in the DAP public notice on the AHCCCS website to increase the rates that the Contractor would otherwise pay by the appropriate percentage for contracted and non-contracted providers. For contracted providers, the DAP category is reflected as an increase in the provider contracted rates. For non-contracted providers not reimbursed at a provider specific rate, the applicable AHCCCS MCO fee schedule (also supplied as a reference file extract) shall be used as the default base rate to which the applicable increase or increase percentages shall be applied for the qualified providers. For non-contracted providers reimbursed at a provider specific rate, the AHCCCS supplied rates are reflective of the percent increase.

**Hospital Enhanced Access Leading to Health Improvements Initiative:** AHCCCS seeks to provide enhanced support to hospitals in order to preserve and enhance access to these facilities that deliver essential services to Medicaid members in Arizona.

The Hospital Enhanced Access Leading to Health Improvements Initiative (HEALTHII) is a program to preserve and promote access to medical services through an increase in the amounts specified by AHCCCS to the Contractor's reimbursement to contracted hospitals. Federal regulation mandates that these payments be prior approved by CMS before they shall be implemented. AHCCCS will notify the Contractor when CMS approves the HEALTHII. Contractors shall not supplant contracted hospital reimbursement rates with payments made under the HEALTHII directed payment program.

AHCCCS will compute the annual interim HEALTHII rate increase using projected experience for the Contract Year and will pay out 25 percent of the total on a quarterly basis. Lump sum payments made outside of monthly capitation will be sent to the Contractor with payment directions. No later than 24 months after the end of the contract period, AHCCCS intends to adjust final HEALTHII payment amounts by Contractor and provider based on actual utilization incurred and will direct Contractors to adjust payments at that time. AHCCCS may amend the HEALTHII components annually or during the contract period and will provide guidance to the Contractor as applicable.

***Rural Hospital Pass-Through Payment:*** In accordance with A.R.S. § 36-2905.02 and A.A.C. R9-22-712.07, rural hospitals, as defined in A.A.C. R9-22-712.07, shall receive additional payments from AHCCCS in order to increase inpatient reimbursement. The Contractor shall be required to pass-through payments to qualifying rural hospitals. AHCCCS will compute the participating provider payments during the contract year and will make available to the Contractor a list of qualifying rural hospitals and associated pass-through payment amounts for the contract year. At the same time, the Contractor will be paid outside of the monthly capitation payments through a separate payment in an amount equal to the pass-through payments due qualifying rural hospitals. The rural hospital payments are pass-through payments under 42 CFR 438.6(d). The pass-through payments shall not supplant any payments to eligible providers.

***State Only Transplants Option 1 and Option 2:*** The Contractor will be paid capitation, from State Only funding, for an administrative component for those member months the member is enrolled with the Contractor. For Option 1 members the Contractor will be paid the administrative component up to a 12-month continuous period of extended eligibility. For Option 2 members the administrative component will be paid for the period of time the transplant is scheduled or performed. All medically necessary covered services will be reimbursed 100 percent with no deductible through Reinsurance payments based on adjudicated encounters. Delivery supplemental payments will not apply to women who deliver during the 12-month continuous period of extended eligibility specified as Option 1.

***Community Reinvestment:*** The Contractor shall demonstrate a commitment to the local communities in which it operates through community reinvestment activities including contributing six percent of its annual profits to community reinvestment. The Contractor shall submit a plan, detailing its anticipated community reinvestment activities, as specified in Section F, Attachment F3, Contractor Chart of Deliverables. The Contractor shall submit a Community Reinvestment Report of actual expenditures as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

**51. CAPITATION ADJUSTMENT**

**Rate Adjustments:** The rates set forth in Contract Section B shall not be subject to renegotiation during the term of the Contract.

Rates are based on public or private payment rates for comparable services for comparable populations, consistent with actuarially sound principles as defined at 42 CFR 457.10 [42 CFR 457.1203(a)]. Capitation rates may be modified during the term of the Contract when changes to provisions in the Contract require adjustment to maintain actuarially sound rates. In addition, AHCCCS, at its sole discretion, may adjust capitation rates to address fundamental changes in circumstances such as:

1. Program changes,
2. Legislative requirements,
3. Updated encounter experience,
4. Rate setting assumptions, and
5. CMS Mandates.

If a capitation rate adjustment is determined necessary, the adjustment and assumptions may be discussed with the Contractor prior to modifying capitation rates. The Contractor may request a review of a program change if it believes the program change was not equitable; AHCCCS will not unreasonably withhold such a review.

The Contractor is responsible for notifying AHCCCS of program and/or expenditure changes initiated by the Contractor during the Contract term that may result in material changes to the current or future capitation rates.

**Contractor Default:** If the Contractor is in any manner in default in the performance of any obligation under this Contract, AHCCCS may, at its option and in addition to other available remedies, adjust the amount of payment until there is satisfactory resolution of the default.

**Change in Member Status:** The Contractor shall reimburse AHCCCS and/or AHCCCS may deduct from future monthly capitation for any portion of a month during which the Contractor was not at risk due to, for example:

1. Death of a member,
2. Inmate of a public institution,
3. Institution for Mental Disease (IMD) stays greater than 15 cumulative days during the calendar month for members aged 21 – 64,
4. Duplicate capitation to the same Contractor,
5. Adjustment based on change in member's contract type, or
6. Voluntary withdrawal.

AHCCCS reserves the right to modify its policy on capitation recoupments at any time during the term of this Contract.

***Inmate of a Public Institution Reporting:*** Several counties are submitting daily files of all inmates entering their jail and all inmates released. AHCCCS will match these files against the database of active AHCCCS members. AHCCCS members who become incarcerated will be disenrolled from their Contractor and placed in a “no-pay” status for the duration of their incarceration or their eligibility period if shorter. AHCCCS will provide the Contractor with incarceration information for the member on the Contractor’s 834 file. The file will indicate an “IE” code for *ineligible* associated with the disenrollment. The file will also include a data element indicating the County of jurisdiction and “CTYPRI” as the new health plan of enrollment due to incarceration. Upon release from jail, the member will be re-enrolled with their previous Contractor unless that plan is no longer available to the member. If the plan the member was enrolled in prior to incarceration is no longer available, the member will be auto-assigned using the current enrollment rules. A member is eligible for covered services until the effective date of the member’s “no-pay” status.

If the Contractor becomes aware of a member who becomes an inmate of a public institution and who is not identified in the AHCCCS reporting above, the Contractor shall notify AHCCCS for an eligibility determination. Notifications shall be sent via email to the following email address: [MCDUJustice@azahcccs.gov](mailto:MCDUJustice@azahcccs.gov) Notifications shall include:

1. AHCCCS ID,
2. Name,
3. Date of Birth (DOB),
4. When incarcerated, and
5. Where incarcerated.

## **52. MEMBER BILLING AND LIABILITY FOR PAYMENT**

AHCCCS registered providers may charge AHCCCS members for services which are excluded from AHCCCS coverage, which are provided in excess of AHCCCS limits, or as otherwise specified in A.A.C. R9-22-701.10(2).

Except for permitted copayments and calculated share of cost, the Contractor, or its subcontractors shall ensure that members are not held liable for:

1. The Contractor’s or any subcontractor’s debts in the event of Contractor’s or the subcontractor’s insolvency [42 CFR 438.106(a), 42 CFR 438.606, 42 CFR 438.116, Section 1932(b)(6) of the Social Security Act],
2. Covered services provided to the member except as permitted under A.A.C. R9-22-701.10(2), 42 CFR 457.1226, 42 CFR 457.1233(b), 42 CFR 438.106(b)(1)-(2) and (c), 42 CFR 438.3(k), 42 CFR 438.230(c)(1)-(2), Section 1932(b)(6) of the Social Security Act, and
3. Payments to the Contractor or any subcontractors for covered services furnished under a contract, referral, or other arrangement, to the extent that those payments are in excess of the amount the member would owe if the Contractor or any subcontractor provided the services directly [42 CFR 438.106(c), 42 CFR 438.3(k), 42 CFR 438.230, Section 1932(b)(6) of the Social Security Act].

**53. REINSURANCE**

Reinsurance is a stop-loss program provided by AHCCCS to the Contractor for the partial reimbursement of covered medical services for the Contract Year as specified in this paragraph. The reinsurance Contract Year is the year beginning on October 1 and ending on September 30. Reinsurance is paid for services incurred for a member beyond an annual deductible level. AHCCCS is self-insured for the reinsurance program which is characterized by an initial deductible level and a subsequent coinsurance percentage. The coinsurance percentage is the rate at which AHCCCS will reimburse the Contractor for covered services incurred above the deductible. The deductible is the responsibility of the Contractor. Deductible levels are subject to change by AHCCCS during the term of this Contract. Any change to reinsurance deductibles would have a corresponding impact on capitation rates. Refer to the AHCCCS Reinsurance Policy Manual for further details on the Reinsurance Program.

AHCCCS will reimburse a Contractor for costs incurred in excess of the applicable deductible level, subject to coinsurance percentages and Medicare/Third Party Liability (TPL) payment, less any applicable quick pay discounts, slow payment penalties and interest. PPC and prospective expenses are included under the reinsurance program. For reimbursement of reinsurance encounters in sub capitated arrangements, refer to the AHCCCS Reinsurance Policy Manual.

Reinsurance as specified in this paragraph applies to all members covered under this Contract.

The table below represents deductible and coinsurance levels. Refer to the specific case types below for coverage details.

REINSURANCE CASE TYPE	DEDUCTIBLE	COINSURANCE
Regular Reinsurance	\$50,000	75%
Catastrophic Reinsurance	N/A	85%
Transplant and Other Case Types	Refer to specific paragraphs below	Refer to specific paragraphs below

Annual deductible levels apply to all members eligible for reinsurance except for State Only Transplant.

**Regular Reinsurance:** Regular reinsurance covers partial reimbursement of covered inpatient hospital services. Inpatient services are those services provided in acute care hospitals (provider type 02), Specialty per diem hospital (provider type C4), and accredited psychiatric hospitals (provider type 71) only. Same-day admit-and-discharge services do not qualify for reinsurance. Regular reinsurance does not cover services provided by any other inpatient provider type, including but not limited to residential treatment centers and subacute facilities. Refer to the AHCCCS Reinsurance Policy Manual for additional details.

When Skilled Nursing Facility services are provided within 30 days following acute hospital stay, the per diem cost of a continuous nursing facility stay up to 90 days of services in any contract year shall be eligible for reinsurance coverage. A second admission to a Skilled Nursing Facility in the same contract year is not eligible for reinsurance unless there is an additional inpatient stay directly preceding the second admission. The total number of nursing facility days eligible for reinsurance shall not exceed 90 days per contract year regardless of whether there is one or multiple post-hospitalization nursing facility admissions. The Contractor shall submit their Nursing Facility Contracted Rates for Reinsurance as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

***Encounter Submission and Payments for Reinsurance:*** Contractors are reimbursed for reinsurance claims by submitting encounters that associate to a reinsurance case. All reinsurance associated encounters, except as provided below for “Disputed Matters,” shall reach an adjudicated/approved status within 15 months from the end date of service, or date of eligibility posting, whichever is later. For all reinsurance case types, for services or pharmaceuticals, in the instances in which AHCCCS has specialty contracts or legislation/policy limiting the allowable reimbursement, the amount to be used in the computation of reinsurance will be the lesser of the contracted/mandated amount or the Contractor paid amount.

Encounters for claims which cross over reinsurance contract years will not be eligible for reinsurance. The association of an encounter to a reinsurance case does not automatically qualify the encounter for reinsurance reimbursement.

AHCCCS will not pay reinsurance on encounters for interim claims. The final claim submitted by a hospital associated with the full length of the patient stay due to a change in Contractor will be eligible for reinsurance consideration as long as the days of the hospital stay do not cross reinsurance contract years.

The Contractor shall void encounters for any claims that are recouped in full. For recoups that result in a reduced claim value or any adjustments that result in an increased claim value, replacement encounters shall be submitted and reach adjudicated/approved status within 15 months of end date of service to receive adjusted reinsurance benefits. Refer to the AHCCCS Reinsurance Policy Manual for further details. The Contractor should refer to Section D, Paragraph 61, Encounter Data Reporting, for additional encounter reporting requirements.

When a member changes Contractors within a reinsurance contract year, for reinsurance purposes, costs incurred for that member do not follow the member to the receiving Contractor. Encounters from the Contractor the member is leaving (for dates of service within the current reinsurance contract year) will not be applied toward the receiving Contractor’s deductible level.

***Catastrophic Reinsurance:*** The Catastrophic Reinsurance program encompasses members receiving certain biologics/high cost specialty drugs as well as those members who are diagnosed with Hemophilia, von Willebrand’s Disease or Gaucher’s Disease, as follows:



*Biologics/High Cost Specialty Drugs:* Catastrophic reinsurance is available to cover the cost of certain biologics/high cost specialty drugs when medically necessary, including other high cost, low frequency drugs identified by AHCCCS on a case by case basis. Refer to the AHCCCS Reinsurance Policy Manual for a complete list of the approved biologics/high cost specialty drugs. When a biosimilar (generic equivalent) of a biologic/high cost specialty drug is available, and AHCCCS has determined that the biosimilar is more cost effective than the brand name biologic/high cost product, AHCCCS will reimburse 85 percent of the lesser of the biologic/high cost specialty drug or its biosimilar equivalent for reinsurance purposes unless the biosimilar equivalent is contraindicated for a specific member. If the AHCCCS Pharmacy & Therapeutics (P&T) Committee mandates the utilization of only the brand name biologic/high cost specialty drug rather than the biosimilar, AHCCCS will reimburse 85 percent of the paid amount of the branded biologic/high cost specialty drug.

*Hemophilia:* Catastrophic reinsurance coverage is available for all members diagnosed with Hemophilia. AHCCCS holds a specialty contract for anti-hemophilic agents and related services for Hemophilia or von Willebrand's. The Contractor shall exclusively utilize the AHCCCS contract for Hemophilia Factor and Blood Disorders as the authorizing payor. As such, the Contractor will provide prior authorization, care coordination, and reimbursement for all components covered under the Contract for their members. The Contractor will comply with the terms and conditions of the AHCCCS Contract. Reinsurance coverage for anti-hemophilic blood factors will be limited to 85 percent of the AHCCCS contracted amount or the Contractor's paid amount, whichever is lower.

*Von Willebrand's Disease:* Catastrophic reinsurance coverage is available for all members diagnosed with von Willebrand's Disease who are non-DDAVP responders and dependent on Plasma Factor VIII.

*Gaucher's Disease:* Catastrophic reinsurance is available for members diagnosed with Gaucher's Disease classified as Type I and are dependent on enzyme replacement therapy.

For additional detail and restrictions refer to the AHCCCS Reinsurance Policy Manual. There are no deductibles for catastrophic reinsurance cases. For members receiving biologic/high cost specialty drugs, AHCCCS will reimburse at 85 percent of the cost of the drug only. For members receiving more than one biologic/high cost specialty drug, each drug shall be authorized by AHCCCS separately. For those members diagnosed with Hemophilia, von Willebrand's Disease and Gaucher's Disease, all medically necessary covered services provided during the reinsurance Contract Year shall be eligible for reimbursement at 85 percent of the AHCCCS allowed amount or the Contractor's paid amount, whichever is lower, depending on the subcap/CN1 code indicated on the encounter.

Gene therapies will be evaluated on a case-by-case basis for members with hemophilia, von Willebrands, Gaucher's and all other disease states.

The Contractor shall notify AHCCCS of cases identified for catastrophic reinsurance coverage (Catastrophic Reinsurance Request), as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

Catastrophic reinsurance will be paid for a maximum 30-day retroactive period from the date of notification to AHCCCS. For continuation of previously approved catastrophic reinsurance, the Contractor shall submit the Catastrophic Reinsurance Request and Catastrophic Reinsurance and Crossover Member List as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

***Other Catastrophic Reinsurance:*** For all reinsurance case types other than transplants, the Contractor is reimbursed 100 percent for all medically necessary covered expenses provided in a reinsurance contract year, after the Contractor paid amount in the reinsurance case reaches \$1,000,000. It is the responsibility of the Contractor to notify AHCCCS/DHCM, Reinsurance Supervisor, once a reinsurance case reaches \$1,000,000. Failure to notify AHCCCS or failure to adjudicate encounters appropriately within 15 months from the end date of service will disqualify the related encounters for 100 percent reimbursement consideration.

***Payment of Regular and Catastrophic Reinsurance Cases:*** AHCCCS will reimburse a Contractor for costs incurred in excess of the applicable deductible level, subject to coinsurance percentages and Medicare/Third Party Liability (TPL) payment, less any applicable quick pay discounts, slow payment penalties and interest. For reimbursement of reinsurance encounters in subcapitated arrangements, see the AHCCCS Reinsurance Policy Manual. All catastrophic claims are subject to medical review by AHCCCS.

***Transplant Reinsurance:*** This program covers members who are eligible to receive covered major organ and tissue transplants. Refer to the AMPM Policy 310-DD and the AHCCCS Reinsurance Policy Manual for covered services and types of organ and tissue transplants. The Contractor shall notify AHCCCS when a member is referred to a transplant facility for evaluation for an AHCCCS-covered organ transplant. In order to qualify for reinsurance benefits, the Transplant Reinsurance Request shall be received by AHCCCS as specified in Section F, Attachment F3, Contractor Chart of Deliverables. For continuation of previously approved transplant reinsurance, the Contractor shall submit the Transplant Reinsurance Crossover Member List with members that have a component that crosses the contract year, notification to AHCCCS shall be submitted, as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

If a Contractor intends to use an out-of-State transplant facility for a covered transplant and AHCCCS holds an in-State contract for that transplant type, the Contractor shall obtain prior approval from AHCCCS/DHCM, Medical Management. Depending on the unique circumstances of each approved out-of-state transplant, AHCCCS/DHCM, Finance/Reinsurance may consider, on a case-by-case basis, the Contractor's reinsurance coverage at 85 percent of the Contractor's paid amount for comparable case/component rates. If no prior approval is obtained, and the Contractor incurs costs at the out-of-State facility, those costs are not eligible for either transplant or regular reinsurance.

***Payment of Transplant Reinsurance Cases:*** Reinsurance coverage for transplants received at an AHCCCS contracted facility is paid at the lesser of 85 percent of the AHCCCS contract amount for the transplant services rendered or 85 percent of the Contractor's paid amount.

Transplant contracts include per diem rates for inpatient follow-up care post-transplant (day 11+ for kidneys and day 61+ for all other transplants). Reinsurance for inpatient follow-up care post-transplant follows the regular reinsurance reimbursement, including a deductible requirement. Reinsurance coverage for transplants received at a non-AHCCCS contracted facility is paid the lesser of 85 percent of the lowest AHCCCS contracted rate, for the same organ or tissue, or the Contractor paid amount. The AHCCCS contracted transplant rates may be found on the AHCCCS website.

Reinsurance payments are linked to transplant encounter submissions. The Contractor is required to submit all supporting encounters for transplant services and additional documentation as identified in the AHCCCS Reinsurance Policy Manual. In order to receive reinsurance payment for transplant stages, billed amounts and health plan paid amounts for adjudicated encounters shall equal the amounts on the required documentation submitted to AHCCCS. Timeliness for each component payment will be calculated based on the latest adjudication date for the complete set of encounters related to the component. Clean claims shall be received no later than 15 months from the end date of service for each particular transplant stage. Refer to the AHCCCS Reinsurance Policy Manual for the appropriate billing of transplant services.

***Transplant Extended Eligibility Option 1 and Option 2:*** Individuals who are currently on the transplant waiting list and subsequently lose AHCCCS eligibility may become eligible for and select one of two eligibility options. Extended eligibility is authorized only for members who have met all of the following conditions:

1. The individual has been determined ineligible due to excess income,
2. The individual was on the transplant waitlist before AHCCCS eligibility expired, and
3. The individual entered into a contractual arrangement with the transplant facility to pay the amount of income, which is in excess of the eligibility income standards (referred to as transplant share of cost).

***Option 1:*** Extended eligibility is for one twelve-month continuous period of time. During that time, the member is eligible for all AHCCCS covered services including transplant as long as they continue to remain on the transplant waiting list. All medically necessary covered services provided to Option 1 members, unrelated to the transplant, shall be eligible for reimbursement, with no deductible, at 100 percent of the Contractor's paid amount based on adjudicated encounters. The member must be enrolled under rate code 3100 or 310z. If determined medically ineligible for a transplant at any time during the period, eligibility for AHCCCS covered services will terminate at the end of the calendar month in which the determination is made.

***Option 2:*** Extended eligibility covers transplant services only. At the time that the transplant is scheduled to be performed, the transplant candidate will reapply and will be re-enrolled with her/her previous Contractor to receive all covered transplant services. The member must be enrolled under rate code 3200 or 320z.

Reinsurance coverage for State Only Option 1 and Option 2 members (as specified in Section D, Paragraph 2, Eligibility ) for transplants received at an AHCCCS contracted facility is paid at the lesser of 1) 100% percent of the AHCCCS contract amount for the transplantation services rendered, less the transplant share of cost; or 2) 100 percent of the Contractor paid amount, less the transplant share of cost, refer to the AHCCCS Reinsurance Manual. For transplants received at a facility not contracted with AHCCCS, payment is made at the lesser of 100 percent of the lowest AHCCCS contracted amount for the transplant services rendered less the transplant share of cost, or 100 percent of the Contractor paid amount, less the transplant share of cost. All Option 1 and Option 2 transplants are subject to the terms regarding out of State transplants set forth above and in the AHCCCS Reinsurance Policy Manual. The AHCCCS contracted transplantation rates may be found on the AHCCCS website. When a member is referred to a transplant facility for an AHCCCS-covered organ transplant, the Contractor shall notify AHCCCS as specified in the AMPM Policy 310 –DD Attachment A.

**Disputed Matters:** For encounters which are the subject of a member appeal, provider claim dispute, grievance, or other legal action, including an informal resolution originating from a request for a formal claim dispute or member appeal, the Contractor has the greater of: 1) 90 days from the date of the final decision in that proceeding/action or 2) 15 months from the end date of service/date of eligibility posting to file the reinsurance encounter AND for the reinsurance encounter to reach adjudicated/approved status. Therefore, reinsurance encounters for disputed matters will be considered timely if both the Notice of Decision is received and the encounters reach adjudicated/approved status no later than 90 days from the date of the final decision in that proceeding/action even though the 15 month deadline may have expired.

Failure to submit the Notice of Decision and the encounters within the applicable timeframes specified above will result in the denial of reinsurance.

**Reinsurance Audits:** AHCCCS may perform medical audits on reinsurance cases. Terms of the audit process will be disclosed prior to implementation of the audits providing the Contractor with appropriate advance notice.

#### **54. COORDINATION OF BENEFITS AND THIRD PARTY LIABILITY**

AHCCCS is the payor of last resort unless specifically prohibited by applicable State or Federal law. This means AHCCCS shall be used as a source of payment for covered services only after all other sources of payment have been exhausted. The Contractor shall take reasonable measures to identify potentially legally liable third party sources. Refer to ACOM Policy 434.

If the Contractor discovers the probable existence of a liable third party that is not known to AHCCCS, or identifies any change in coverage, the Contractor shall report the information as specified in Section F, Attachment F3, Contractor Chart of Deliverables. Failure to report these cases may result in one of the remedies specified in Section D, Paragraph 68, Administrative Actions.

AHCCCS will provide the Contractor with a file of all other coverage information, for the purpose of updating the Contractor's files, as specified in the AHCCCS Technical Interface Guidelines (TIG).

The Contractor shall coordinate benefits in accordance with 42 CFR 433.135 et seq., A.R.S. § 36-2903, and A.A.C. Title 9, Chapter 28, Article 9 so that costs for services otherwise payable by the Contractor are cost avoided or recovered from a liable third party [42 CFR 434.6(a)(9)]. The term "State" shall be interpreted to mean "Contractor" for purposes of complying with the Federal regulations referenced above. The Contractor may require subcontractors to be responsible for coordination of benefits for services provided pursuant to this Contract. The two methods used for coordination of benefits are Cost Avoidance and Post-Payment Recovery. The Contractor shall use these methods as specified in A.A.C. Title 9, Chapter 28, Article 9, Federal and State law, and ACOM Policy 434. For Contractor cost sharing responsibilities for members covered by both Medicare and Medicaid refer to ACOM Policy 201 [42 CFR 433 Subpart D, 42 CFR 447.20].

The Contractor shall cost avoid a claim if it has established the probable existence of a liable party at the time the claim is filed. There are limited circumstances when cost avoidance is prohibited, and the Contractor shall apply post-payment recovery processes as specified further below.

**Cost Avoidance:** For purposes of cost avoidance, establishing liability takes place when the Contractor receives confirmation that another party is, by statute, contract, or agreement, legally responsible for the payment of a claim for a healthcare item or service delivered to a member. If the probable existence of a party's liability cannot be established, the Contractor shall adjudicate the claim. The Contractor shall then utilize post-payment recovery which is specified in further detail below. If AHCCCS determines that the Contractor is not actively engaged in cost avoidance activities, the Contractor shall be subject to Administrative Action.

If a third party insurer other than Medicare requires the member to pay any copayment, coinsurance or deductible, the Contractor is responsible for making these payments in accordance with ACOM Policy 434.

Claims for inpatient stay for labor, delivery, and postpartum care, including professional fees when there is no global OB package, shall be cost avoided [42 CFR 433.139].

**Medicare Fee-For-Service Crossover Claims Payment Coordination:** AHCCCS delegates to Contractors coordination of benefits payment activities with legally liable third parties, including Medicare. For dual eligible members, the Contractor shall coordinate Medicare Fee-For-Service (FFS) crossover claims payment activities with the Medicare Benefits Coordination and Recovery Center (BCRC) in accordance with 42 CFR 438.3(t).

The Contractor shall be registered with the BCRC as an AHCCCS trading partner to electronically process Medicare FFS crossover claims. An Attachment to the existing AHCCCS Medicare FFS Coordination of Benefits Agreement (COBA) shall be executed by Contractors and AHCCCS to register with the BCRC as a trading partner.

Upon completion of the registration process, the BCRC shall issue each Contractor a unique COB ID number upon completion of BCRC readiness review activities.

Upon receipt of its BCRC COB ID number, the Contractor shall coordinate with BCRC regarding the electronic exchange and transmission of necessary BCRC-provided data files and file layouts, including eligibility and claim data files to coordinate payment of Medicare FFS crossover claims only.

Further information and resources for Contractors regarding the Medicare FFS cross-over claims process and BCRC requirements are available on the BCRC web page:

[www.cms.gov/Medicare/Coordination-of-Benefits-and-Recovery/Coordination-of-Benefits-and-Recovery-Overview/Overview.html](http://www.cms.gov/Medicare/Coordination-of-Benefits-and-Recovery/Coordination-of-Benefits-and-Recovery-Overview/Overview.html)

**Timely Filing:** The Contractor shall not deny a claim for timeliness if the untimely claim submission results from a provider's efforts to determine the extent of liability.

**Members Covered by both Medicare and Medicaid (Duals):** Refer to Section D, Paragraph 56, Medicare Services and Cost Sharing.

**Post-Payment Recoveries:** Post-payment recovery is necessary in cases where the Contractor has not established the probable existence of a liable third party at the time services were rendered or paid for, was unable to cost-avoid, or post-payment recovery is required. In these instances, the Contractor shall adjudicate the claim and then utilize post-payment recovery processes which include: Pay and Chase, Retroactive Recoveries Involving Commercial Insurance Payor Sources, and other third party liability recoveries. Refer to ACOM Policy 434.

**Pay and Chase:** The Contractor shall pay the full amount of the claim according to the AHCCCS Capped-Fee-For-Service Schedule or the contracted rate and then seek reimbursement from any third party if the claim meets the requirements specified in ACOM Policy 434.

**Retroactive Recoveries Involving Commercial Insurance Payor Sources:** For a period of two years from the date of service, the Contractor shall engage in retroactive third party recovery efforts for claims paid to determine if there are commercial insurance payor sources that were not known at the time of payment. In the event a commercial insurance payor source is identified, the Contractor shall seek recovery from the commercial insurance. The Contractor is prohibited from recouping related payments from providers, requiring providers to take action, or requiring the involvement of providers in any way, unless the provider was paid in full from both the Contractor and the commercial insurance.

Refer to ACOM Policy 434 for details regarding retroactive recoveries, encounter adjustments as a result of retroactive recoveries and the processes for identifying claims that have a reasonable expectation of recovery.

**Other Third Party Liability Recoveries:** The Contractor shall identify the existence of potentially liable parties using a variety of methods, including referrals, and data mining. The Contractor shall not pursue recovery in the following circumstances, unless the case has been referred to the Contractor by AHCCCS or AHCCCS' authorized representative:

1. Motor Vehicle Cases,
2. Other Casualty Cases,
3. Tort-feasors,
4. Restitution Recoveries, and
5. Worker's Compensation Cases.

Upon identification of a potentially liable third party for any of the above situations, the Contractor shall, within ten business days, report the potentially liable third party to AHCCCS' TPL Contractor for determination of a mass tort, total plan case, or joint case, as specified in Section F, Attachment F3, Contractor Chart of Deliverables. Failure to report these cases may result in one of the remedies specified in Section D, Paragraph 68, Administrative Actions. A mass tort case is a case where multiple plaintiffs or a class of plaintiffs have filed a lawsuit against the same tort-feasor(s) to recover damages arising from the same or similar set of circumstances (e.g., class action lawsuits) regardless of whether any reinsurance or Fee-For-Service payments are involved. A total plan case is a case where payments for services rendered to the member are exclusively the responsibility of the Contractor; no reinsurance or Fee-For-Service payments are involved. By contrast, a "joint" case is one where Fee-For-Service payments and/or reinsurance payments are involved. The Contractor shall cooperate with AHCCCS' authorized representative in all collection efforts.

**Total Plan Cases:** In "total plan" cases, the Contractor is responsible for performing all research, investigation, the mandatory filing of initial liens on cases that exceed \$250, lien amendments, lien releases, and payment of other related costs in accordance with A.R.S. § 36-2915 and A.R.S. § 36-2916. The Contractor shall use the AHCCCS-approved casualty recovery correspondence when filing liens and when corresponding to others in regard to casualty recovery. The Contractor may retain up to 100 percent of its recovery collections if all of the following conditions exist:

1. Total collections received do not exceed the total amount of the Contractor's financial liability for the member,
2. There are no payments made by AHCCCS related to Fee-For-Service, reinsurance, or administrative costs (e.g., lien filing), and
3. Such recovery is not prohibited by State or Federal law.

Prior to negotiating a settlement on a total plan case, the Contractor shall notify AHCCCS or AHCCCS' authorized TPL Contractor to ensure that there is no reinsurance or Fee-For-Service payment that has been made by AHCCCS. Failure to report these cases prior to negotiating a settlement amount may result in one of the remedies specified in Section D, Paragraph 68, Administrative Actions.

The Contractor shall report settlement information to AHCCCS, utilizing the AHCCCS-approved casualty recovery Settlement Notification Form (refer to ACOM Policy 434), within ten business days from the settlement date or in an AHCCCS-approved monthly file, as specified in Section F, Attachment F3, Contractor Chart of Deliverables. Failure to report these cases may result in one of the remedies specified in Section D, Paragraph 68, Administrative Actions.

***Joint and Mass Tort Cases:*** AHCCCS' authorized representative is responsible for performing all research, investigation and payment of lien-related costs, subsequent to the referral of any and all relevant case information to AHCCCS' authorized representative by the Contractor. In joint and mass tort cases, AHCCCS' authorized representative is also responsible for negotiating and acting in the best interest of all parties to obtain a reasonable settlement and may compromise a settlement in order to maximize overall reimbursement, net of legal and other costs. The Contractor is responsible for responding to requests from AHCCCS or AHCCCS' TPL contractor to provide a list of claims related to the joint or mass tort case within ten business days of the request. The Contractor will be responsible for their prorated share of the contingency fee. The Contractor's share of the contingency fee will be deducted from the settlement proceeds prior to AHCCCS remitting the settlement to the Contractor.

***Other Reporting Requirements:*** All TPL reporting requirements are subject to validation through periodic audits and/or Operational Reviews which may include Contractor submission of an electronic extract of the casualty cases, including open and closed cases. Data elements may include but are not limited to: the member's first and last name; AHCCCS ID; date of incident; claimed amount; paid/recovered amount; and case status. The AHCCCS TPL Unit shall provide the format and reporting schedule for this information to the Contractor.

***Title XXI (KidsCare) and Breast and Cervical Cancer Treatment Program:*** Eligibility for KidsCare and Breast and Cervical Cancer Treatment Program (BCCTP) benefits require that the applicant/member not be enrolled with any other creditable health insurance plan. If the Contractor becomes aware of any such coverage, the Contractor shall notify AHCCCS immediately. AHCCCS will determine if the other insurance meets the creditable coverage definition in A.R.S. § 36-2982(G).

***Cost Avoidance/Savings/Recoveries Report:*** The Contractor shall submit reports regarding cost avoidance/saving/recovery activities, as specified in Section F, Attachment F3, Contractor Chart of Deliverables. The report shall be submitted in a format as specified in the AHCCCS Program Integrity Reporting Guide.

***Contract Termination:*** Upon termination of this Contract, the Contractor shall complete existing third party liability cases or make any necessary arrangements to transfer the cases to AHCCCS' authorized TPL representative.



**55. COPAYMENTS**

The Contractor is required to comply with A.A.C. R9-22-711, ACOM Policy 431 and other directives by AHCCCS. Those populations exempt from copayments or subject to non-mandatory (also known as nominal or optional) copayments may not be denied services due to the inability to pay the copayment [42 CFR 438.108]. However, for those populations subject to mandatory copayments services may be denied for the inability to pay the copayment. Members with a CRS qualifying condition are currently exempt from mandatory and optional copayments.

When a member meets the criteria for copay exemption (i.e., members who are placed in nursing facilities or residential facilities such as an Assisted Living Home when such placement is made as an alternative to hospitalization), the Contractor shall notify AHCCCS as specified in Section F, Attachment F3, Contractor Chart of Deliverables and ACOM Policy 431.

**56. MEDICARE SERVICES AND COST SHARING**

**Medicare Services:** Dual eligible members shall have choice of all providers in the Contractor's network. The Contractor shall coordinate Medicare services based on a dual eligible member's coverage choices through Original Medicare (Fee-for-Service), a Medicare Advantage Plan, or a State-contracted Medicare Advantage Dual Eligible Special Needs Plan with prescription drug coverage (a Medicare Advantage Part C D-SNP that covers Medicare Parts A, B and D services).

Certain Medicare covered Part B preventive services are available to dual eligible members at little or no out of pocket cost. Refer to [www.medicare.gov](http://www.medicare.gov) for further information.

**Medicare Cost Sharing:** The Contractor shall pay Medicare coinsurance and/or deductibles for covered services provided to dual eligible members within the Contractor's network. However, there are different cost sharing responsibilities that apply to dual members based on a variety of factors. The Contractor shall limit their cost sharing responsibility according to A.A.C. R9-29-301 and A.A.C. R9-29-302 and as further specified in ACOM Policy 201. Refer to Section D, Paragraph 9, Scope of Services, *Prescription Medications*, regarding coverage of Medicare Part D medications.

In Original Medicare (Fee-for-Service), a dual eligible member may access Medicare services from any provider participating in Medicare. Dual eligible members who choose to obtain Medicare-covered services from a "non-participating" Medicare provider may be required to pay for the entire charge at the time of service, which may be greater than the Medicare-approved amount. Dual eligible members are to be encouraged to obtain Medicare covered services from participating Medicare providers that accept "assignment," the Medicare-approved amount as payment in full for Medicare covered services.

For a dual eligible member enrolled in a Medicare Advantage Plan or a State-contracted Medicare Advantage D-SNP for Medicare covered services, the dual eligible member shall follow the Medicare Advantage Plan or D-SNP's rules as approved by CMS, including but not limited to those governing use of the plan's provider network in obtaining covered services.

When a dual eligible member is in a medical institution and that stay is funded by Medicaid for a full calendar month, the dual eligible member is not required to pay copayments for their Medicare covered prescription medications for the remainder of the calendar year. To ensure appropriate information is communicated for these members to CMS, the Contractor shall notify AHCCCS pursuant to ACOM Policy 201 and as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

## 57. MARKETING

The Contractor shall comply with all Federal and State provisions regarding marketing including ACOM Policy 101 [42 CFR 457.1224, 42 CFR 438.104]. The Contractor shall submit all proposed marketing materials for approval as specified in Section F, Attachment F3, Contractor Chart of Deliverables and as specified in ACOM Policy 101. All marketing materials that have been approved by the AHCCCS Marketing Committee may be distributed by the Contractor for a period of two years from the date of approval and shall be re-approved after that time. Pursuant to 42 CFR 438.104, the AHCCCS Marketing Committee will consult with the Arizona State Medicaid Advisory Committee (SMAC) in reviewing submitted marketing materials.

The Contractor shall submit a Marketing Activities Report only for Pre-Approved Events the Contractor participated in within the past six months, as specified in Section F, Attachment F3, Contractor Chart of Deliverables. The AHCCCS Marketing Committee will review the Contractor's submission to determine if the Contractor's participation in the events was in compliance with ACOM Policy 101. If AHCCCS determines a violation occurred, the Contractor may be subject to Administrative Action.

## 58. CORPORATE COMPLIANCE

**Corporate Compliance Program:** The requirements of 42 CFR 457.1285 and 42 CFR 438.608 are imposed on the Contractor and the Contractor shall ensure compliance with those provisions. The Contractor shall have a Corporate Compliance Program that is designed to guard against fraud, waste, and abuse and is supported by other administrative procedures including a Corporate Compliance Plan.

The Contractor shall appoint a Corporate Compliance Officer in accordance with Section D, Paragraph 15, Staffing Requirements. The Contractor's written Corporate Compliance Plan shall adhere to Contract and ACOM Policy 103 and shall be submitted to AHCCCS/OIG as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

The Corporate Compliance Program shall be designed to prevent, detect, and report fraud, waste, or abuse. The Corporate Compliance Program shall include:

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

2. The Corporate Compliance Officer shall be an onsite management official who reports directly to the Contractor's CEO and Board of Directors, if applicable. The Corporate Compliance Officer shall be responsible for developing and implementing policies, procedures and practices designed to ensure compliance with the requirements of the Contract,
3. Effective lines of communication between the Corporate Compliance Officer and the Contractor's employees,
4. Enforcement of standards through well-publicized disciplinary guidelines,
5. Establishment and implementation of procedures that include provision for the prompt referral of any potential fraud, waste, or abuse to AHCCCS/OIG,
6. Establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly to reduce the potential for recurrence, ongoing compliance with requirements under the Contract, and external monitoring and auditing of subcontractors,
7. Submission of an External Audit Plan/Schedule, and Audit Report of all individual provider audits to AHCCCS/OIG as specified in ACOM Policy 103 and Section F, Attachment F3, Contractor Chart of Deliverables.
8. Establishment of a Regulatory Compliance Committee involving the Board of Directors and the Contractor's senior management level charged with overseeing the Contractor's compliance program and its compliance with the requirements of the Contract,
9. Compliance with the requirements of Section 6032 Deficit Reduction Act of 2005 (DRA) [Section 1902(a)(68) of the Social Security Act, 42 CFR 457.1285, 42 CFR 438.608(a)(6)]. As a condition for receiving payments, the Contractor shall establish written policies, and shall ensure adequate training and ongoing education for, all of its employees (including management), members, and of any subcontractors and/or agents of the Contractor regarding the following:
  - a. Detailed information about the Federal False Claims Act,
  - b. The administrative remedies for false claims and statements,
  - c. Any State laws relating to civil or criminal liability or penalties for false claims and statements, and
  - d. The whistleblower protections under such laws.
10. Establishment of a system for training and education for the Corporate Compliance Officer, the Contractor's senior management, all staff and new hires on the Federal and State standards and requirements under the Contract, including the items in number nine above. All training shall be conducted in such a manner that can be verified by AHCCCS,
11. Notification to AHCCCS/Office of Data Analytics (ODA), as specified in Section F, Attachment F3, Contractor Chart of Deliverables of any CMS compliance issues related to HIPAA transaction and code set complaints or sanctions,
12. Reporting to AHCCCS of description of transactions between the Contractor and a party in interest as defined in Section 1318(b) of the Social Security Act, including the following transactions as specified in Section F, Attachment F3, Contractor Chart of Deliverables [Section 1903(m)(4)(B) of the Social Security Act]:
  - a. Any sale or exchange, or leasing of any property between the organization and such a party,

- b. Any furnishing for consideration of goods, services (including management services), or facilities between the organization and such a party, but not including salaries paid to employees for services provided in the normal course of their employment, and
- c. Any lending of money or other extension of credit between the organization and such a party.

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

The Contractor shall make the information reported available to its members upon reasonable request.

**Reporting Alleged Fraud, Waste, or Abuse of the AHCCCS Program:** In accordance with A.R.S. § 36-2918.01, § 36-2932, § 36-2905.04 and ACOM Policy 103, the Contractor, its subcontractors, and providers are required to notify the AHCCCS Office of Inspector General (AHCCCS/OIG) regarding all allegations of fraud, waste or abuse involving the AHCCCS Program. The Contractor shall promptly notify AHCCCS when it receives information about changes in a member's circumstances that may affect the member's eligibility including changes in the member's residence or the death of the member [42 CFR 457.1285, 42 CFR 438.608(a)(3)]. The Contractor shall not conduct any investigation or review of the allegations of fraud, waste, or abuse involving the AHCCCS Program. Notification to AHCCCS/OIG shall be in accordance with ACOM Policy 103 and as specified in Section F, Attachment F3, Contractor Chart of Deliverables. The Contractor shall also report to AHCCCS, as specified in Section F, Attachment F3, Contractor Chart of Deliverables, any credentialing denials including, but not limited to those which are the result of licensure issues, quality of care concerns, excluded providers, and which are due to alleged fraud, waste, or abuse. In accordance with 42 CFR 455.14, AHCCCS/OIG will then conduct a preliminary investigation to determine if there is sufficient basis to warrant a full investigation [42 CFR 455.17, 42 CFR 455.1(a)(1)].

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

Once the Contractor has referred a case of alleged fraud, waste, or abuse to AHCCCS/OIG, the Contractor shall take no action to audit, investigate, recoup, or otherwise offset any suspected overpayments. This includes subcontractors working on behalf of the Contractor. In the event that AHCCCS/OIG, either through a criminal restitution order, civil monetary penalty or assessment, a global civil settlement or judgement, or any other form of civil action, including recovery of an overpayment, receives a monetary recovery from an entity/individual, the entirety of such monetary recovery belongs exclusively to AHCCCS and the Contractor has no claim to any portion of this recovery.

The Contractor hereby assigns to AHCCCS each, every, any and all of its rights to recover overpayments due to fraud, waste or abuse including any and all monetary recoveries in connection with, related to, or otherwise arising out of the overpayment(s).

In the event that the Contractor has recovered an overpayment, the Contractor shall notify AHCCCS/OIG as specified in Section F, Attachment F3, Contractor Chart of Deliverables. AHCCCS/OIG will notify the Contractor when the investigation concludes. If it is determined by AHCCCS/OIG to not be a fraud, waste, or abuse case, the Contractor shall adhere to the applicable AHCCCS policy manuals for disposition.

**Disclosure Information:** The Contractor shall submit all disclosure Information requested in ACOM Policy 103 and its attachments, and as required by federal and state law, including but not limited to the following: Disclosure of Ownership or Control Interest; fiscal agents; business transactions; persons convicted of crimes as specified in regulation, ACOM Policy 103, and in Section F, Attachment F3, Contractor Chart of Deliverables; and creditors [42 CFR 455, Subpart B, 42 CFR 455.436, 42 CFR 457.1285, 42 CFR 438.602(c), 42 CFR 438.604(a)(6), 42 CFR 438.606, 42 CFR 438.608(c)(2), SMDL 08-003 and 09-001, Sections 1124(a)(2)(A) and 1903(m)(2)(A)(viii) of the Social Security Act]. Disclosures shall be made in accordance with ACOM Policy 103, as directed by regulation, and upon request from AHCCCS or CMS [42 CFR 455, Subpart B].

The Contractor shall provide the above-listed disclosure information to AHCCCS at any and all of the following times [Sections 1124(a)(2)(A) and 1903(m)(2)(A)(viii) of the Social Security Act, 42 CFR 457.1285, 42 CFR 438.608(c)(2), 42 CFR 455.100–103, and 42 CFR 455.104(c)(3)]:

1. Upon the Contractor submitting the Proposal in accordance with the State's procurement process,
2. Upon the Contractor executing the Contract with the State,
3. Upon renewal or extension of the Contract,
4. 45 days prior to the effective date of commencement of operations for a change in Contractor Organizational Structure. Refer to ACOM Policy 317,
5. Within 35 days after any change, and
6. Upon request by AHCCCS.

The Contractor shall immediately notify AHCCCS/OIG of any person who has been excluded through these checks as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

Federal Financial Participation (FFP) is not available for any amounts paid to a Contractor that could be excluded from participation in Medicare or Medicaid for any of the following reasons:

1. The Contractor is controlled by a sanctioned individual under Section 1128(b)(8) of the Social Security Act [42 CFR 438.808(a), 42 CFR 438.808(b)(1), 42 CFR 431.55(h), Section 1903(i)(2) of the Social Security Act, 42 CFR 1001.1901(c), 42 CFR 1002.3(b)(3); SMDL 6/12/08, SMDL 1/16/09],

2. The Contractor has a contractual relationship that provides for the administration, management or provision of medical services, or the establishment of policies, or the provision of operational support for the administration, management or provision of medical services, either directly or indirectly, with an individual convicted of certain crimes as specified in Section 1128(b)(8)(B) of the Social Security Act [42 CFR 438.808(a), 42 CFR 438.808(b)(2), 42 CFR 431.55(h), Section 1903(i)(2) of the Social Security Act, 42 CFR 1001.1901(c), 42 CFR 1002.3(b)(3), SMDL 6/12/08; SMDL 1/16/09],
3. The Contractor has a contractual relationship that provides for the administration, management or provision of medical services, or the establishment of policies, or the provision of operational support for the administration, management or provision of medical services, either directly or indirectly, with an individual or entity that is, or is affiliated with a person/entity that is, debarred, suspended, or excluded from participating in procurement activities under the Federal Acquisition Regulation (FAR) or from participating in non-procurement activities under regulation issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549 [Section 1932(d)(1) of the Social Security Act, 42 CFR 457.1285, 42 CFR 438.608(c)(1), 42 CFR 438.808(a), 42 CFR 438.808(b)(2), 42 CFR 438.610(a)(1)-(2), (b), (c)(1)-(4), and (d)(2), 42 CFR 431.55(h), Section 1903(i)(2) of the Social Security Act, 42 CFR 1001.1901(c), 42 CFR 1002.3(b)(3), SMDL 6/12/08, SMDL 1/16/09, Executive Order No. 12549],
4. The Contractor has a contractual relationship that provides for the administration, management or provision of medical services, or the establishment of policies, or the provision of operational support for the administration, management or provision of medical services, either directly or indirectly, with an individual excluded from participation in any Federal health care program under Section 1128 or 1128A of the Social Security Act [42 CFR 438.808(a), 42 CFR 438.808(b)(2), 42 CFR 438.610(b), 42 CFR 431.55(h), Section 1903(i)(2) of the Social Security Act, 42 CFR 1001.1901(c), 42 CFR 1002.3(b)(3), SMDL 6/12/08, SMDL 1/16/09], and
5. The Contractor employs or contracts, directly or indirectly, for the furnishing of health care, utilization review, medical social work, or administrative services, with one of the following:
  - a. Any individual or entity that is, or was affiliated with a person/entity that is excluded from participation in any Federal health care programs [42 CFR 438.808, 42 CFR 438.610, Section 1903(i)(2) of the Social Security Act, 42 CFR 1001.1901(c), 42 CFR 1002.3(b)(3), SMDL 6/12/08, SMDL 1/16/09, Executive Order No. 12549], and
  - b. Any entity that would provide those services through an excluded individual or entity excluded from participation in any Federal healthcare program [42 CFR 438.808, 42 CFR 438.610, Section 1903(i)(2) of the Social Security Act, 42 CFR 431.55(h), 42 CFR 1001.1901(c), 42 CFR 1002.3(b)(3), SMDL 6/12/08, and SMDL 1/16/09].

Should AHCCCS learn that the Contractor has a prohibited relationship with an individual or entity that is excluded from participation in any Federal health care program under section 1128 or 1128A of the Social Security Act, AHCCCS may not renew or extend the existing agreement with the Contractor unless the Secretary provides to the state and to Congress a written statement describing compelling reasons that exist for renewing or extending the agreement despite the prohibited affiliation [Executive Order No. 12549, 42 CFR 457.1285, 42 CFR 438.610].

The Contractor shall require Fiscal Agents and Administrative Services Subcontractors to adhere to the requirements specified above regarding disclosure Information requested in ACOM Policy 103 and its attachments, and as required by federal and state law, including but not limited to the following: Disclosure of Ownership or Control Interest; fiscal agents; business transactions; persons convicted of crimes [42 CFR 455, Subpart B, 42 CFR 455.436, 42 CFR 438.608(c), 42 CFR 455.436, SMDL 09-001, Sections 1124(a)(2)(A) and 1903(m)(2)(A)(viii) of the Social Security Act]. Administrative Services Subcontractors shall disclose to AHCCCS/OIG the identity of any excluded person [42 CFR 438.604(a)(6), 42 CFR 438.606, 42 CFR 455.104, 42 CFR 438.230, 42 CFR 438.608(c)(2)]. Refer to ACOM Policy 103 and its attachments.

The Contractor is prohibited from paying for an item or service (other than an emergency item or service, not including items or services furnished in an emergency room of a hospital) furnished under the plan by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, XIX, XX, or XXI pursuant to Sections 1128, 1128A, 1156, or 1842(j)(2) and (1903(i) and 1903(i)(2)(A)) of the Social Security Act.

The Contractor is prohibited from paying for an item or service (other than an emergency item or service, not including items or services furnished in an emergency room of a hospital) furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, XIX, XX, or XXI pursuant to section 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person) (Sections 1903(i) and 1903(i)(2)(B)) of the Social Security Act).

The Contractor is prohibited from paying for an item or service (other than an emergency item or service, not including items or services furnished in an emergency room of a hospital) furnished by an individual or entity to whom the State has failed to suspend payments during any period in which the State has notified the Contractor of a pending investigation of a credible allegation of fraud against the individual or entity, unless the State determines there is good cause not to suspend such payments (Section 1903(i) and 1903(i)(2)(C)) of the Social Security Act).

***Termination of Provider From Contractor Network of Providers:*** The Contractor shall ensure, for itself and require of any subcontractor(s), that any provider of services or person terminated from participation in the AHCCCS Medicaid Program, other XIX programs, Title XVIII or XXI programs, shall be terminated from participating with Contractor as a provider in any of Contractor's network of providers who render services to individuals eligible to receive medical assistance pursuant to Title XIX.

## 59. RECORD RETENTION

The Contractor shall maintain records relating to covered services and expenditures including reports to AHCCCS and documentation used in the preparation of reports to AHCCCS. The Contractor shall comply with all specifications for record keeping established by AHCCCS.

All records shall be maintained to the extent and in such detail as required by AHCCCS Rules and policies. Records shall include but not be limited to financial statements, records relating to the quality of care, medical records, prescription files and other records specified by AHCCCS.

The Contractor shall make available, at all reasonable times during the term of this Contract, any of its records for inspection, audit, or reproduction by any authorized representative of AHCCCS, State or Federal government. The Contractor shall be responsible for any costs associated with the reproduction of requested information.

The Contractor shall preserve and make available all records for a period of five years from the date of final payment under this Contract unless a longer period of time is required by law.

The Contractor shall comply with the record keeping requirements specified in 42 CFR 438.3(u) and retain such records for a period of no less than ten years.

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

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

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

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

## **60. SYSTEMS AND DATA EXCHANGE REQUIREMENTS**

AHCCCS supports new and evolving technologies that create efficiencies, improve quality of care and lead to better health care outcomes while containing costs. Examples of such technologies, supported, in part, by the Health Information Technology for Economic and Clinical Health Act (HITECH) include the use of health information technology in electronic health records (EHRs), e-prescribing, and a Health Information Exchange (HIE) infrastructure. Expanding technological capability is expected to reduce total spending on health care by diminishing the number of inappropriate tests, duplicate procedures, paperwork, and administrative overhead, which will result in fewer adverse events.



The use of health information technology for health care service delivery and health care management is critical to the effectiveness in the following areas:

1. Access to care,
2. Care coordination,
3. Prescribing practices, for example, poly-pharmacy,
4. Evidence based care,
5. Medical management programs,
6. EPSDT services,
7. Coordination with community services,
8. Referral management,
9. Discharge planning,
10. Performance measures,
11. Performance improvement projects,
12. Medical record review,
13. Quality of care review processes,
14. Quality improvement,
15. Claims processing,
16. Claims review, and
17. Prior authorization.

The Contractor is required to exchange data with AHCCCS relating to the information requirements of this Contract and as required to support the data elements to be provided to AHCCCS. All data exchanged shall be in the formats prescribed by AHCCCS, which include those required/covered by the Health Insurance Portability and Accountability Act (HIPAA). Details for the formats may be found in the HIPAA Transaction Companion Guides, Trading Partner Agreements, AHCCCS Encounter Manual, and in the AHCCCS Technical Interface Guidelines (TIG), available on the AHCCCS website.

The information exchanged with AHCCCS shall be in accordance with all procedures, policies, rules, or statutes in effect during the term of this Contract. If any of these procedures, policies, rules, regulations or statutes are hereinafter changed, both parties agree to conform to these changes following notification by AHCCCS.

**Electronic Transactions:** The Contractor is required to accept and generate all required HIPAA compliant electronic transactions from or to any provider or their assigned representative interested in and capable of electronic submission of eligibility verifications, claims, claims status verifications or prior authorization requests; or the receipt of electronic remittance. The Contractor shall be able to make claims payments via electronic funds transfer and have the capability to accept electronic claims attachments.

**Electronic Visit Verification:** Pursuant to Section 1903 of the Social Security Act (42 U.S.C. 1396b), AHCCCS is mandated to implement Electronic Visit Verification (EVV) for non-skilled in-home services and home health services. The Contractor is required to monitor member access to care and provider compliance standards as directed by AHCCCS.

The Contractor shall implement policies and procedures to monitor, analyze, and take appropriate action to ensure member access to care to services and to support provider compliance with requirements covered under the EVV program as specified in AMPM Policy 540.

**Contractor Data Exchange:** Before a Contractor may exchange data with AHCCCS, certain agreements, authorizations and control documents are required, including the completion and submission of the EDI Trading Partner Agreement in order to exchange data with AHCCCS.

With the completion of required documents as specified in the AHCCCS Encounter Manual, each Contractor is assigned a Transmission Submitter Number (TSN) for encounter submissions. The Contractor may elect to obtain additional TSNs based upon processing or tracking needs.

**Contractor Responsibilities:** The Contractor is responsible for any incorrect data, delayed submission, or payment (to the Contractor or its subcontractors), and/or penalty applied due to any error, omission, deletion, or incorrect data submitted by the Contractor. Any data that does not meet the standards required by AHCCCS shall not be accepted by AHCCCS.

The Contractor is required to provide an attestation that any data transmitted is accurate, complete, and truthful, to the best of the Contractor's Chief Executive Officer, Chief Financial Officer, or designee's knowledge under penalty of perjury [42 CFR 438.606] as specified by AHCCCS in the HIPAA Transaction Companion Guides and Trading Partner Agreements and as specified in Section F, Attachment F3, Contractor Chart of Deliverables [42 CFR 457.1201(o), 42 CFR 457.1201(n)(2), 42 CFR 438.606].

Neither the State of Arizona nor AHCCCS shall be responsible for any incorrect or delayed payment to the Contractor's subcontractors resulting from error, omission, deletion, or erroneous input data caused by the Contractor in the submission of AHCCCS claims.

The Contractor is also responsible for identifying any inconsistencies immediately upon receipt of data from AHCCCS. If any unreported inconsistencies are subsequently discovered, the Contractor shall be responsible for the necessary adjustments to correct its records at its own expense.

**Member Data:** The Contractor shall accept from AHCCCS original evidence of eligibility and enrollment in the AHCCCS prescribed electronic data exchange formats. Upon request, the Contractor shall provide to AHCCCS PCP assignments in an AHCCCS prescribed electronic data exchange format.

**Claims Data:** This system shall be capable of collecting, storing, and producing information for the purposes of financial, medical, and operational management.

The Contractor shall develop and maintain a HIPAA compliant claims processing and payment system capable of processing, cost avoiding and paying claims in accordance with A.R.S. § 36-2903 and § 36-2904 and A.A.C. R9-22-701.10. The system shall be adaptable to updates in order to support future AHCCCS claims related policy requirements on a timely basis as needed.

On a recurring basis, monthly based on adjudication date, AHCCCS shall provide the Contractor an electronic file of claims and encounter data, for members enrolled with the Contractor who have received services that adjudicated from another Contractor or through AHCCCS FFS for purposes of member care coordination. Data sharing will comply with Federal privacy regulations.

In addition, the Contractor shall implement and meet the following milestones in order to make claims processing and payment more efficient and timely:

1. Receive 85 percent of total claims (e.g., professional, institutional, and dental), with a minimum 60 percent requirement by form type, based on volume of actual claims excluding claims processed by Pharmacy Benefit Managers (PBMs) electronically,
2. Produce and distribute 75 percent of remittances electronically, and
3. Provide 85 percent of claims payments via EFT.

AHCCCS intends to increase the percentage requirements over the term of the Contract.

**System Changes and Upgrades:** The costs of software changes are included in administrative costs paid to the Contractor. There is no separate payment for software changes. A PMMIS systems contact will be assigned to the Contractor after Contract award.

The Contractor shall ensure that changing or making major upgrades to the information systems affecting claims processing, payment, or any other major business component, is accompanied by a plan which includes a timeline, milestones, and outlines adequate testing to be completed before implementation. The Contractor shall notify and provide the system change plan to AHCCCS for review and comment as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

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

**Data Security:** The Contractor is required to have a security audit performed by an independent third party on an annual basis. The annual audit report shall be submitted to AHCCCS as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

The audit shall include, at a minimum, a review of Contractor compliance with all security requirements as specified in the AHCCCS Security Rule Compliance Summary Checklist, as specified in ACOM Policy 108. In addition, the audit shall include a review of Contractor policies and procedures to verify that appropriate security requirements have been adequately incorporated into the Contractor's business practices, and the production processing systems.

The audit shall result in a findings report and as necessary a corrective action plan, detailing all issues and discrepancies between the security requirements and the Contractor's policies, practices and systems. The corrective action plan shall also include timelines for corrective

actions related to all issues or discrepancies identified. The annual report shall include the findings and corrective action plan and shall be submitted to AHCCCS for review and approval. AHCCCS will verify that the required audit has been completed and the approved remediation plans are in place and being followed.

**Health Information Exchange:** The Contractor is required to contract with the state designated Health Information Exchange (HIE) organization, Health Current, a non-profit organization which provides a secure network for the exchange of clinical health information. The Contractor shall sign a participation agreement, with Health Current, to ensure each Contractor has access to the HIE for any permitted uses, as described in the Health Current Participation Agreement. To further the integration of technology-based solutions and the promotion of interoperability of Electronic Health Records (EHR) within the system of care, AHCCCS will increase opportunities for providers and Contractors to utilize technological functions for processes that are necessary to meet Medicaid requirements. Expanding the adoption and use of health information technology may reduce total spending on health care by diminishing the number of inappropriate tests and procedures, reducing paperwork and administrative overhead, and decreasing the number of adverse events resulting from medical errors. The Contractor is expected to actively participate in offering information and providing provider support and education to further expand provider adoption and use of health information technology. It is AHCCCS' expectation that the Contractor review operational processes to reduce provider hassle factors by implementing technological solutions for those providers utilizing electronic health records and to incentivize providers to implement and meaningfully use health information technology as a standard of doing business with the AHCCCS program. AHCCCS also anticipates establishing minimum standards, goals, and requirements related to operational areas where improved efficiencies or effectiveness could be achieved. AHCCCS anticipates accelerating statewide HIE participation for all Medicaid providers and Contractors by:

1. Requiring that behavioral health and physical health providers use the HIE for the secure sharing of clinical information between physical and behavioral health providers,
2. Supporting the acceleration of electronic prescribing by Arizona Medicaid providers,
3. Joining Health Current's Board of Directors and advisory councils to enable and provide input into governance and policy making, and the availability of information technology service offerings, and
4. Identifying value-based purchasing opportunities that link with a provider's adoption and use of Health Information Technology (HIT).

The Contractor shall encourage providers that are participating in the Medicaid Promoting Interoperability Program (formerly the EHR Incentive Program) (i.e., eligible hospitals and eligible professionals) to continue to promote interoperability, accelerate the participation of other provider types in their network, and participate in planning activities that will result in improved care coordination and health care delivery for members.

The Contractor is expected to collaborate with AHCCCS and Health Current to support projects and initiatives in areas where HIT and HIE can bring significant change and progress including efforts focused on:

1. Coordinating the secure sharing of clinical health information between providers and across the continuum of care facilities
2. Identifying I partnerships for integrated care among other health care delivery participants,
3. Identifying and implementing strategies that improves care coordination and health outcomes for high need/high cost members,
4. Coordinating care for members who are enrolled in the American Indian Health Program (AIHP),
5. Coordinating care for members who are transitioning between AHCCCS and Qualified Health Plans,
6. Coordinating care for AHCCCS eligible and enrolled members involved in transitioning in or out of the Justice system,
7. Improving Care coordination and care transitions between providers and members
8. Improving Pharmacy management,
9. Collaborating with Health Current on recruitment and outreach strategies that target providers in each Contractor's network and that encourages those providers to join the HIE.
10. Participating in quality improvement activities and reporting as identified by the Contractor or AHCCCS, and
11. Other activities as identified by AHCCCS and that are allowed under the Permitted Use Policy of the HIE organization, Health Current.

To support outreach to the providers in each Contractor's network, each Contractor is recommended to develop, with Health Current, a recruitment plan that can achieve a 10 percent increase in the number of providers that join the HIE.

***Interoperability for Payers:*** The Contractor shall implement requirements applicable to payers in the CMS "Interoperability and Patient Access for Medicare Advantage Organization and Medicaid Managed Care Plans, State Medicaid Agencies, CHIP Agencies and CHIP Managed Care Entities, Issuers of Qualified Health Plans on the Federally-facilitated Exchanges, and Health Care Providers" final rule (CMS-9115-F) as published in the Federal Register on May 1, 2020 (85 FR 25510). The Contractor shall implement Section III-Patient Access Application Programming Interface (API), Section IV-Provider Directory API, and Section V-Payer to Payer Data Exchanges in accordance with AHCCCS effective dates.

The Contractor shall implement these interoperability requirements in accordance with the applicable specifications of the Office of the National Coordinator's (ONC's) "21st Century Cures Act: Interoperability, Information Blocking, and the ONC Health IT Certification Program" companion final rule as published in the Federal Register on May 1, 2020 (85 FR 25642), effective June 30, 2020.

**61. ENCOUNTER DATA REPORTING**

Complete, accurate, and timely reporting of encounter data is crucial to the success of the AHCCCS program. AHCCCS uses encounter data to pay reinsurance benefits, set Fee-For-Service and capitation rates, determine reconciliation amounts, determine disproportionate share payments to hospitals, and to determine compliance with performance standards. Furthermore, increased emphasis on encounter data is highlighted in the Medicaid Managed Care Regulations published on May 6, 2016. The Contractor shall submit encounter data to AHCCCS for all services for which the Contractor incurred a financial liability and claims for services eligible for processing by the Contractor where no financial liability was incurred including services provided during prior period coverage [42 CFR 457.1233(d), 42 CFR 457.1285, 42 CFR 438.242(c)(1)-(4), 42 CFR 438.604(a)(1)-(4), 42 CFR 438.606, 42 CFR 438.8, 42 CFR 438.818]. This requirement is a condition of the CMS grant award [42 CFR 438.242(b)(1)][42 CFR 455.1 (a)(2)].

New Contractors shall successfully exchange encounter data for all applicable form types with AHCCCS no later than 120 days after the start of the Contract or be subject to possible corrective actions up to and including sanctions and enrollment caps.

**Encounter Submissions:** Encounters shall be submitted in the format prescribed by AHCCCS. Encounter data shall be provided to AHCCCS as specified in the HIPAA Transaction Companion Guides, Trading Partner Agreements, the AHCCCS Technical Interface Guidelines (TIG) and the AHCCCS Encounter Manual, including, but not limited to, inclusion of data to identify the physician who delivers services to patients per Section 1903(m)(2)(A)(xi) of the Social Security Act.

Professional, Institutional, and Dental Encounters not involving services eligible for Federal Drug Rebate processing shall be received by AHCCCS no later than 210 days after the end of the month in which the service was rendered, or the effective date of the enrollment with the Contractor, whichever date is later. Failure to submit encounters within 210 days may result in sanctions as specified in the AHCCCS Encounter Manual.

Covered outpatient drugs dispensed to individuals eligible for medical assistance who are enrolled with the Contractor shall be subject to the same rebate requirements as the State is subject under Section 1927 of the Social Security Act; the State shall collect such rebates from manufacturers (Section 1903(m)(2)(A)(xiii) of the Social Security Act and SMDL 10-006). To ensure AHCCCS compliance with this requirement, pharmacy related encounter data and other encounters involving services eligible for Federal Drug Rebate processing shall be provided to AHCCCS no later than 30 days after the end of the quarter in which the pharmaceutical item was dispensed. The Contractor shall report information on the total number of units of each dosage form and strength and package size by National Drug Code of each covered outpatient drug dispensed (other than covered outpatient drugs that under subsection (j)(1) of Section 1927 of the Social Security Act 42 USCS § 1396r-8 are not subject to the requirements of that Section) and such other data as required by AHCCCS (Section 1903(m)(2)(A)(xiii) of the Social Security Act and SMDL 10-006).

The Contractor's health plan paid amount per pharmacy encounter that is submitted to AHCCCS shall be equal to the adjudicated and approved reimbursement amount between the PBM and the PBM's network pharmacy or in an emergent situation, a reimbursement made to a non-network pharmacy. A network pharmacy includes hospital outpatient, retail, compounding, specialty, long-term care pharmacies, or any other pharmacy type included in the PBM's Pharmacy Network.

A Contractor shall prepare, review, verify, certify, and submit, encounters for consideration to AHCCCS. Upon submission, the Contractor shall provide attestation that the services listed were actually rendered.

The Contractor shall be subject to sanctions for noncompliance with encounter submission completeness, accuracy, and timeliness requirements.

**Encounter Reporting:** The Contractor shall produce reports for the purposes of tracking, trending, reporting process improvement and monitoring submissions and revisions of encounters. The Contractor shall submit these reports to AHCCCS as required per the AHCCCS Encounter Manual, TIG, or as directed by AHCCCS and as further specified in Section F, Attachment F3, Contractor Chart of Deliverables.

On a monthly basis AHCCCS will produce encounter reconciliation files containing the prior 30 months of approved, voided, plan-denied, pended and AHCCCS-denied encounters received and processed by AHCCCS. These files shall be utilized to compare the encounter financial data reported with plan claims data, and to compare submitted encounters to processed claims to validate completeness of encounter submissions.

**Encounter Supporting Data Files:** AHCCCS provides the Contractor with periodic (no less than twice monthly) full replacement files containing provider and medical coding information as stored in PMMIS. These files shall be used by the Contractor in conjunction with the Contractor's data to ensure accurate Encounter Reporting. Refer to the AHCCCS Encounter Manual or TIG for further information regarding the content and layouts of these files.

**Encounter Corrections:** The Contractor is required to monitor and resolve pended encounters and encounters denied by AHCCCS.

The Contractor is further required to submit replacement or voided encounters in the event that claims are subsequently corrected following the initial encounter submission. This includes corrections as a result of inaccuracies identified by fraud and abuse audits, or investigations conducted by AHCCCS or the Contractor. The Contractor shall void encounters for claims that are recouped in full. For recoupments that result in a reduced claim value or adjustments that result in an increased claim value, replacement encounters shall be submitted. Refer to the AHCCCS Encounter Manual for instructions regarding the submission of corrected, replaced, or voided encounters.

**Encounter Performance Standards:** AHCCCS has established encounter performance standards as detailed in the AHCCCS Encounter Manual. All encounters including approved, pended, denied, and voided encounters, impact completeness, accuracy, and timeliness rates. Rates below the established standards (pended encounters that have pended for more than 120 days for example), or poor encounter performance overall, may result in Corrective Action Plans and/or sanctions.

**Encounter Validation Studies:** Per CMS requirements, AHCCCS will conduct encounter validation studies of the Contractor's encounter submissions. These studies may result in sanctions of the Contractor and/or require a corrective action plan for noncompliance with related encounter submission requirements.

The purpose of encounter validation studies is to compare recorded utilization information from a medical record or other source with the Contractor's submitted encounter data. Any and all covered services may be validated as part of these studies. The criteria used in encounter validation studies may include timeliness, correctness, and omission of encounters. Refer to the AHCCCS Encounter Data Validation Technical Document for further information.

AHCCCS may revise study methodology, timelines, and sanction amounts based on agency review or as a result of consultations with CMS. The Contractor will be notified in writing of any significant change in study methodology.

## **62. ENROLLMENT AND CAPITATION TRANSACTION UPDATES**

AHCCCS produces daily enrollment transaction updates identifying new members and changes to existing members' demographic, eligibility and enrollment data as specified in the HIPAA Transaction Companion Guides, Trading Partner Agreements, and the AHCCCS Technical Interface Guidelines (TIG) available on the AHCCCS website. These files shall be utilized by the Contractor to update its member records on a timely and consistent basis. The daily enrollment transaction update, that is run immediately prior to the monthly enrollment and capitation transaction, is referred to as the "last daily" and will contain all rate code changes made for the prospective month, as well as any new enrollments and disenrollment's as of the first of the prospective month.

AHCCCS also produces a daily Manual Payment Transaction as specified in the TIG, available on the AHCCCS website, which identifies enrollment or disenrollment activity that was not included on the daily enrollment transaction update due to internal edits. The Contractor shall use the Manual Payment Transaction in addition to the daily enrollment transaction update to update its member records.

A daily capitation transaction as specified in the HIPAA Transaction Companion Guides, and Trading Partner Agreements, will be produced to provide the Contractor with member-level capitation payment information. This file will show changes to the prospective capitation payments, as sent in the monthly file, resulting from enrollment changes that occur after the monthly file is produced. This file will also identify mass adjustments to and/or manual capitation payments that occurred at AHCCCS after the monthly file is produced.



On a daily and monthly basis AHCCCS provides the Contractor with the Rate Code Summary electronic file as specified in the TIG available on the AHCCCS website, which summarizes the capitation activity for the processing cycle.

The enrollment and capitation transaction updates distributed monthly are generally produced two days before the end of every month. The update will identify the total active population for the Contractor as of the first day of the next month. These updates contain the information used by AHCCCS to produce the monthly capitation payment for the next month. The Contractor shall reconcile the member files (including the member's Medicare status, TPL information, etc.) with the AHCCCS monthly update. After reconciling the monthly update information, the Contractor will work to resolve any discrepancies and record the results of the reconciliation. Results of the reconciliation will be made available to AHCCCS upon request. After completion of the reconciliation the Contractor will resume posting daily updates beginning with the last two days of the month. The last two daily updates are different from the regular daily updates in that they pay and/or recoup capitation for the next month. If the Contractor detects an error through the monthly update process, the Contractor shall notify AHCCCS/ISD.

### **63. PERIODIC REPORTING REQUIREMENTS**

Under the terms and conditions of its CMS grant award, AHCCCS requires periodic reports, encounter data, and other information from the Contractor. The submission of late, inaccurate, or otherwise incomplete reports shall constitute failure to report subject to the penalty provisions specified in Section D, Paragraph 68, Administrative Actions.

Standards applied for determining adequacy of required reports are as follows [42 CFR 438.242(b)(2)]:

1. **Timeliness:** Reports or other required data shall be received on or before scheduled due dates.
2. **Accuracy:** Reports or other required data shall be prepared in strict conformity with appropriate authoritative sources and/or AHCCCS defined standards.
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.

The Contractor shall comply with all reporting requirements contained in this Contract. The Contractor shall submit any other data, documentation, or information relating to the performance of the entity's obligations as required by the State or Secretary [42 CFR 457.1285, 42 CFR 438.604(b), 42 CFR 438.606]. AHCCCS requirements regarding reports, including but not limited to, report content, report frequency, and report submission, are subject to change at any time during the term of the Contract. The Contractor shall comply with all changes specified by AHCCCS, including those pertaining to subcontractor reporting requirements. The Contractor shall be responsible for continued reporting beyond the term of the Contract.

**64. REQUESTS FOR INFORMATION**

AHCCCS may, at any time during the term of this Contract, request financial, clinical, or other information from the Contractor. Responses shall fully disclose all financial, clinical, or other information requested. Information may be designated as confidential but may not be withheld from AHCCCS as proprietary. Information designated as confidential may not be disclosed by AHCCCS without the prior written consent of the Contractor except as required by law. Upon receipt of such requests for information from AHCCCS, the Contractor shall provide complete information to AHCCCS as requested no later than ten business days after the receipt of the request unless otherwise specified in the request itself.

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

**65. DISSEMINATION OF INFORMATION**

Upon request, the Contractor shall disseminate information prepared by AHCCCS or the Federal government to its members and subcontractors. All costs shall be the responsibility of the Contractor.

**66. READINESS REVIEWS**

The purpose of a Readiness Review is to assess a Contractor's readiness and ability to provide covered services to members in accordance with this Contract. A Readiness Review is conducted at the discretion of AHCCCS to review programmatic operations of the Contractor. Programmatic operations subject to readiness reviews include but are not limited to service delivery changes, IT system modifications, and change of Contractor. The Contractor shall satisfy AHCCCS' requirements on all Readiness Review elements in order to continue operating under this Contract [42 CFR 438.66(d)(3)].

**67. MONITORING AND OPERATIONAL REVIEWS**

The Contractor shall comply with all reporting requirements contained in this Contract and AHCCCS Policy. In accordance with CMS requirements, AHCCCS has in effect procedures for monitoring the Contractors' operations to ensure program compliance and identify best practices, including, but not limited to, evaluation of submitted deliverables, ad hoc reporting, and periodic focused and Operational Reviews (ORs).

These monitoring procedures will include, but are not limited to, operations related to the following [42 CFR 438.66(c)(1) – (12)]:

1. Member enrollment and disenrollment,
2. Processing member grievances and appeals,
3. Processing Provider Claim Disputes and Appeals,
4. Findings from the State's External Quality Review process
5. Results of member satisfaction surveys conducted by the Contractor,
6. Performance on required quality measures,
7. Medical management committee reports and minutes,
8. Annual quality improvement plan,
9. Audited financial and encounter data,
10. Medical loss ratio summary reports,
11. Customer service performance data,
12. Any other data related to the provision of LTSS,
13. Violations subject to intermediate sanctions, as set forth in Subpart I of 42 CFR 438,
14. Violations of the conditions for receiving federal financial participation, as set forth in Subpart J of 42 CFR 438, and
15. All other provisions of the Contract, as appropriate.

**Operational Reviews:** In accordance with CMS requirements 42 CFR 434.6(a)(5) and A.A.C. Title 9, Chapter 22 Article 5, AHCCCS, or an independent agent, will conduct periodic ORs of the Contractor to ensure program compliance and identify best practices [42 CFR 438.204].

The reviews will identify and make recommendations for areas of improvement, monitor the Contractor's progress towards implementing mandated programs or operational enhancements, and provide the Contractor with technical assistance when necessary. The type and duration of the review will be solely at the discretion of AHCCCS.

Except in cases where advance notice is not possible or advance notice may render the review less useful, AHCCCS will give the Contractor at least three weeks advance notice of the date of the scheduled OR. AHCCCS reserves the right to conduct reviews without notice to monitor Contractual requirements and performance as needed.

AHCCCS may request, at the expense of the Contractor, to conduct on-site reviews of functions performed at out of State locations and will coordinate travel arrangements and accommodations with the Contractor.

In preparation for the reviews, the Contractor shall cooperate with AHCCCS by forwarding in advance policies, procedures, job descriptions, contracts, records, logs and other material upon request. Documents not requested in advance shall be made available during the course of the review. Contractor personnel shall be available at all times during review activities. The Contractor shall provide an appropriate private workspace and internet access.

The Contractor will be furnished a copy of the draft OR Report and will be given an opportunity to comment on any OR findings prior to AHCCCS issuing the final OR Report.

AHCCCS reserves the right to publish information related to the results of any OR. The Contractor shall develop corrective action plans based on recommendations provided in the final OR Report. The corrective action plans and modifications to the corrective action plans shall be approved by AHCCCS. Unannounced follow-up reviews may be conducted at any time after the initial OR to determine the Contractor's progress in implementing recommendations and achieving compliance.

The Contractor shall not distribute or otherwise make available the OR Tool, draft OR Report or final OR Report to other Contractors.

## 68. ADMINISTRATIVE ACTIONS

**Sanctions:** In accordance with applicable Federal and State regulations, A.A.C. R9-22-606, ACOM Policy 408, ACOM Policy 440, Section 1932 of the Social Security Act or any implementing regulation, and the terms of this Contract, AHCCCS may impose sanctions for failure to comply with any provision of this Contract, including but not limited to: temporary management of the Contractor; monetary penalties; suspension of enrollment; withholding of payments; granting members the right to terminate enrollment without cause; suspension of new enrollments, suspension of payment for new enrollments, refusal to renew, or termination of the Contract, or any related subcontracts [42 CFR 457.1201(m), 42 CFR 457.1212, 42 CFR 422.208, 42 CFR 438.56(c)(2)(iv), 42 CFR 438.700, 702, 704, 406, 722, 45 CFR 92.36(i)(1), 42 CFR 438.726(b), 42 CFR 438.730(e)(1)(i)-(ii), 45 CFR 74.48. 42 CFR Part 455, 42 CFR Part 457, 42 CFR Part 438, Sections 1903 and 1932 of the Social Security Act]. See also Section E, Paragraph 45, Temporary Management/Operation of a Contractor and Paragraphs 47 through 50 regarding Termination of the Contract.

Written notice will be provided to the Contractor specifying the sanction to be imposed, the grounds for such sanction and either the length of suspension or the amount of capitation to be withheld. The Contractor may dispute the decision to impose a sanction in accordance with the process specified in A.A.C. R9-34-401 et seq.

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

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

1. Recognize AHCCCS' technical assistance to help the Contractor achieve compliance with any relevant Contract terms or Contract subject matter issues does not relieve the Contractor of its obligation to fully comply with all terms in this Contract,
2. Recognize that the Contractor's acceptance of AHCCCS' offer or provision of technical assistance shall not be utilized as a defense or a mitigating factor in a Contract enforcement action in which compliance with Contract requirements is at issue,

3. Recognize that AHCCCS not providing technical assistance to the Contractor as it relates to compliance with a Contract requirement or any and all other terms, shall not be utilized as a defense or a mitigating factor in a Contract enforcement action in which compliance with Contract requirements is at issue, and
4. Recognize that a Contractor's subcontractor participation in a technical assistance matter, in full or in part, does not relieve the Contractor of its contractual duties nor modify the Contractor's contractual obligations.

#### **69. CONTINUITY OF OPERATIONS AND RECOVERY PLAN**

The Contractor shall develop a Continuity of Operations and Recovery Plan as detailed in ACOM Policy 104, to manage unexpected events and the threat of such occurrences, that which may negatively and significantly impact business operations and the ability to deliver services to members. All staff shall be trained on, and familiar with, the Plan. This Plan shall, at a minimum, include planning and training for:

1. Electronic/telephonic failure,
2. Complete loss of use of the main site and any satellite offices in and out of State,
3. Loss of primary computer system/records,
4. Extreme weather conditions,
5. Regional, state, or national disaster,
6. Communication between the Contractor and AHCCCS in the event of a business disruption,
7. Periodic testing (at least annually), Member management,
8. Member transportation,
9. Access to medications for displaced members,
10. Access to medications should the Contractor's PBM be unable to adjudicate prescription claims at the Point-of-Sale, and
11. Maintain surveillance of health needs of members and the greater population in order to adjust health services to meet the population's demand during and following an emergency or disaster.

The Continuity of Operations and Recovery Plan shall be updated annually. The Contractor shall submit a summary of its Continuity of Operations and Recovery Plan to AHCCCS as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

#### **70. MEDICARE REQUIREMENTS**

Medicaid members also enrolled in Medicare are referred to as dual eligible members. To improve care coordination for AHCCCS dual eligible members, the State requires the Contractor or its affiliated organization (Contractor) to provide Medicare benefits to dual eligible members through a CMS- and State-contracted Medicare Advantage Dual Eligible Special Needs Plan (D-SNP) for all counties in the Contractor's contracted Geographic Service Area(s) (GSAs). To match the population served, the D-SNP Type shall be a D-SNP subset that matches this Contract.

The Contractor's D-SNP shall provide care coordination as well as information and data reporting as required by AHCCCS, and as detailed in its executed *Medicare Advantage D SNP Health Plan Agreement* with AHCCCS, which outlines requirements that aim to improve care coordination and timely information sharing for enrolled dual eligible members consistent with 42 CFR 422.107, the Medicare Improvements for Patients and Providers Act of 2008 (MIPPA), and the Affordable Care Act. State-contracted D-SNP MIPPA Agreements are available on the AHCCCS website. Further information regarding execution of a D-SNP MIPPA Agreement with AHCCCS is available in ACOM Policy 107.

**Medicare Structure:** The Contractor shall ensure the integration of Medicare and Medicaid services. As required by A.R.S. § 36-2906.01, a Contractor shall establish an affiliated corporation whose only authorized business is to provide services under this Contract to AHCCCS eligible persons enrolled with the Contractor. This affiliated corporation shall be established within 120 days of contract award. In addition, the Contractor shall operate a CMS- and State-contracted D-SNP serving beneficiaries eligible for both Medicare and Medicaid. The Contractor shall have, and assure AHCCCS it does have, the legal and actual authority to direct, manage, and control the operations of both the corporation established under this Contract and the companion Medicare D-SNP organization to the extent necessary to ensure integration of Medicare and AHCCCS services for persons enrolled with the Contractor for both programs. The State-contracted D-SNP shall be an affiliated organization of or a part of the same legal entity of the Contractor as defined at 42 CFR 422.2(4)(ii) for a highly integrated dual eligible special needs plan (HIDE) serving ACC enrolled dual eligible members.

**Medicaid Eligibility:** D-SNPs are responsible for coordinating care on behalf of enrolled full benefit dual eligible members who are defined as:

1. Qualified Medicare Beneficiary with full AHCCCS medical assistance benefits (QMB Plus),
2. Specified Low Income Medicare Beneficiary with full AHCCCS medical assistance benefits (SLMB Plus), or
3. Other Full Benefit Dual Eligible Beneficiary (Other FBDE), to include Freedom to Work waiver members.

**Medicare Branding:** The Contractor shall establish and implement appropriate CMS-approved branding for offered Medicare D-SNP product(s) that is readily identifiable by members and providers as an integrated health plan for both Medicare and Medicaid covered services.

**Medicare State Certification:** Medicare Advantage plans are required to be licensed under State law. As specified in A.R.S § 36-2903(B)(2), AHCCCS has the authority to certify its Contractors for Medicare purposes. The Contractor may apply for its companion Medicare Advantage D-SNP certification through AHCCCS or apply and obtain such licensure through the Arizona Department of Insurance. The AHCCCS certification process is detailed in ACOM Policy 106.

**State Contracting with Dual Special Needs Plans:** AHCCCS shall not contract with any Dual Special Needs Plan (D-SNP) to serve the Contractor's dual eligible population outside of awarded contracts.

Contractors who fail to maintain a D-SNP for all counties in awarded GSAs will be subject to Administrative Action. Detailed D-SNP responsibilities are specified in *Medicare Advantage D SNP Health Plan Agreement* as available on the AHCCCS website.

**Member Transition:** The Contractor is required to participate in all activities as directed by AHCCCS which pertain to member transitions as a result of (not inclusive): a termination of a D-SNP contract with CMS, an AHCCCS contract termination or Geographic Service Area change arising from a procurement or other program administration activity, or such contract termination initiated by the D-SNP. Within five (5) calendar days of identification, the Contractor shall notify AHCCCS in the case of significant changes to the terms of its contract with CMS to protect beneficiary and State interests including, but not limited to: D-SNP contract non-renewals, service area changes and reductions, proposed member transitions to another D-SNP product offered in the same CMS contract by the State-contracted MIPPA Medicare Advantage Organization, terminations, deficiencies, notices of intent to deny, and novation agreements.

The Contractor shall notify AHCCCS/DHCM of all received D-SNP related CMS warning letters, notices of intent to deny, imposed civil monetary penalties, or Corrective Action Plans (CAPs) as specified in Attachment F3, Contractor Chart of Deliverables.

**Default Enrollment Activities to Enhance Alignment:** State-contracted D-SNPs not previously approved by CMS for Default Enrollment activities shall submit to CMS an initial application to perform such activities, subject to the requirements of 42 CFR 422.66 and applicable CMS regulatory guidance. CMS approval of an initial application to perform default enrollment activities shall be obtained from CMS.

D-SNPs currently authorized by CMS to perform default enrollment activities shall renew such authorizations in accordance with the requirements and timeframes of 42 CFR 422.66 and applicable CMS regulatory guidance.

D-SNP shall coordinate default enrollment of newly Medicare eligible individuals who are currently enrolled only in its companion Medicaid Plan. Default enrollment procedures are detailed by CMS in 42 CFR 422.66 and Medicare Managed Care Manual, Chapter 2, Section 40.1.4 to include individuals who are aging-in to Medicare, as well as those qualifying for Medicare upon the completion of the 24 month waiting period due to a disability. D-SNP shall report default enrollment statistics to AHCCCS, as specified in its State-contracted Medicare Advantage D SNP Health Plan Agreement.

**Other Activities to Enhance Alignment:** AHCCCS will continue to establish requirements to improve alignment and enhance care coordination for dual eligible members. State-contracted D-SNPs shall collaborate with AHCCCS, and CMS as applicable, in developing and implementing additional strategies that enhance alignment of dual eligible members enrolled in D-SNPs and companion Medicaid Plans.

**71. PENDING ISSUES**

The following constitute pending items that may be resolved after the issuance of this Contract or any Contract amendment. Any program changes due to the resolution of the issues will be reflected in future amendments to the Contract. Capitation rates may also be adjusted to reflect the financial impact of program changes. The items in this paragraph are subject to change and should not be considered all-inclusive.

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

**AHCCCS YH20-0002 Transfer of RBHA Services/Competitive Contract Expansion Activities:** As part of the AHCCCS Competitive Contract Expansion (CCE) #YH20-0002, effective October 1, 2022, in the event there is a delay in the implementation of the Contract with a Successful Offeror, AHCCCS may negotiate with Contractors under the RBHA Contracts #YH17-0001 and #YH17-0003 to extend service provision until a time specified by AHCCCS.

**AHCCCS Works Community Engagement Program:** On January 18, 2019, the Centers for Medicare and Medicaid Services (CMS) approved an amendment to AHCCCS' current Section 1115 Demonstration Waiver allowing Arizona to implement a work requirement as a condition of eligibility for AHCCCS members in the new adult group, who are 19 through 49 years of age, and are not otherwise subject to an exemption, as specified in the Section 1115 Demonstration Waiver. To maintain eligibility the non-exempt members will be required to participate in and timely report specific activities that may include employment, education, job skills training programs, job search activities, and community service. AHCCCS expects the Contractor will have a participatory role in the AHCCCS Works Community Engagement Program. Given recent events in other states and impending financial commitments that the Agency will need in order to implement AHCCCS Works, AHCCCS has paused implementation efforts. AHCCCS will collaborate with the Contractor regarding the role of the Contractor in anticipation of the program's implementation.

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



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

**Section 1115 Demonstration Waiver:** As part of the Agency's initiatives to improve and modernize the Medicaid program, AHCCCS continues to work with CMS on various pending waiver requests. Waiver approvals may necessitate changes to the terms of this Contract which will be executed through a Contract amendment or other guidance, as necessary. AHCCCS has requested a five-year renewal of its Section 1115 Demonstration Waiver; Arizona's existing Demonstration project is currently approved through September 30, 2021, and the application is seeking a renewal period from October 1, 2021 through September 30, 2026. In addition to renewing current waiver and expenditure authorities, AHCCCS is seeking to implement additional authorities which are subject to CMS approval. Refer to the AHCCCS website for pending Waiver proposals and amendments.

**Value-Based Purchasing:** A workgroup is being formed that may amend the contractual requirements relative to Value-Based Purchasing (VBP).

## 72. VALUE-BASED PURCHASING

Value-Based Purchasing (VBP) is a cornerstone of AHCCCS' strategy to bend the upward trajectory of health care costs. AHCCCS is implementing initiatives to leverage the managed care model toward value-based health care systems where members' experience and population health are improved and there is a commitment to continuous quality improvement and learning. The Contractor shall participate in VBP efforts.

**Alternative Payment Model Initiatives:** The purpose of Alternative Payment Model (APM) initiatives (further specified in the Section D, Paragraph 50, Compensation) are to encourage Contractor activity in the area of quality improvement by aligning the incentives of the Contractor and provider through APM strategies in the Health Care Payment Learning and Action Network (LAN) APM Framework with a focus on Categories 2, 3, and 4. Requirements are further specified in ACOM Policy 306 and ACOM Policy 307 and as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

**E-Prescribing:** E-Prescribing is an effective tool to improve members' health outcomes and reduce costs as specified in ACOM Policy 321. Benefits afforded by the electronic transmission of prescription-related information include but are not limited to reduced medication errors, reductions of drug and allergy interactions and therapeutic duplication, and increased prescription accuracy. The Contractor shall increase its E-Prescribing rate of original prescriptions in accordance with ACOM Policy 321.

The NCPDP Prescription Origin Code and Fill Number (Original or Refill Dispensing) shall be submitted on all pharmacy encounter records, as specified in the AHCCCS NCPDP Post Adjudicated History Transaction Companion Guide, in order for AHCCCS to measure the Contractor's success.

**Value-Based Providers:** The Contractor shall develop strategies that ensure that members are directed to providers who participate in VBP initiatives and who offer value as determined by measurable outcomes. The Contractor shall submit to AHCCCS/DHCM a Value-Based Providers/Centers of Excellence report describing its strategies to direct members to valued providers. See below for report details. The report should be included the Provider Network Development and Management Plan as required under ACOM Policy 415, and submitted as specified in Section F, Attachment F3, Contractor Chart of Deliverables.

**Centers of Excellence:** Centers of Excellence are facilities and/or programs that are recognized as providing the highest levels of leadership, quality, and service. Centers of Excellence align physicians and other providers to achieve higher value through greater focus on appropriateness of care, clinical excellence, and patient satisfaction. Identification of a Centers of Excellence shall be based on criteria such as procedure volumes, clinical outcomes, and treatment planning and coordination. Identification of appropriate conditions and/or procedures most suitable to a relationship with a Centers of Excellence shall be based on analysis of the Contractor's data which demonstrates a high degree of variance in cost and/or outcomes.

**Adult's System of Care:** The Contractor shall contract with Centers of Excellence which implement evidence-based practices and track outcomes for adult members with chronic pain with or without co-occurring substance use disorders that address behavioral and physical healthcare needs.

**Children's System of Care:** The Contractor shall contract with Centers of Excellence which implement evidence-based practices and track outcomes for the following children with special healthcare needs:

1. Children aged birth to five with behavioral health needs: Staffed with specialists who are endorsed by the Infant Toddler Mental Health Coalition of Arizona (ITMHCA) or other Endorsement program recognized under the Alliance for the Advancement of Infant Mental Health (formerly the League of States using the Michigan Association for Infant Mental Health Endorsement®),
2. Children at risk of/with Autism Spectrum Disorder (ASD),
3. Adolescents with substance use disorders, e.g.
  - a. Adolescent Community Reinforcement Approach (A-CRA),
  - b. Assertive Community Care (ACC),
  - c. Global Appraisal of Individual Needs (GAIN), and
4. Transition Aged Youth:
  - a. First episode psychosis programs, and
  - b. Transition to Independence (TIP) Model.

***Value Based Providers and Centers of Excellence Attachment:*** To encourage Contractor activity which incentivizes utilization of the best value providers for select, evidenced based, high volume procedures or conditions, the Contractor shall submit a Value Based Providers/Centers of Excellence report incorporating the ongoing implementation of contracts with Centers of Excellence. The Contractor shall identify the Centers of Excellence under contract for the contract year being reported and shall include a description as to how these Centers were selected. Refer below for report details. The report should be included in the Provider Network Development and Management Plan as required under ACOM Policy 415 and submitted as specified in Section F, Attachment F3, Contractor Chart of Deliverables. The Value-Based Providers/Centers of Excellence Attachment shall outline the Contractor's process to develop, maintain, and monitor activities for both high value providers and Centers of Excellence.

[END OF SECTION D: PROGRAM REQUIREMENTS]

**SECTION E: CONTRACT TERMS AND CONDITIONS****1. ADVERTISING AND PROMOTION OF CONTRACT**

The Contractor shall not advertise or publish information for commercial benefit concerning this contract without the prior written approval of the Contracting Officer.

**2. APPLICABLE LAW**

Arizona Law - The law of Arizona applies to this contract including, where applicable, the Uniform Commercial Code, as adopted in the State of Arizona.

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

**3. ARBITRATION**

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

**4. ASSIGNMENT AND DELEGATION**

The Contractor shall not assign any rights nor delegate all of the duties under this Contract, without the prior written consent of AHCCCS. Delegation of less than all of the duties of this Contract shall conform to the requirements of Section D, Subcontracts.

**5. ASSIGNMENT OF CONTRACT AND BANKRUPTCY**

This contract is voidable and subject to immediate cancellation by AHCCCS upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code or assigning rights or obligations under this Contract without the prior written consent of AHCCCS.

**6. AUDIT AND INSPECTION**

The Contractor shall comply with all provisions specified in applicable A.R.S. § 35-214 and § 35-215 and AHCCCS Rules and policies and procedures relating to the audit of the Contractor's records and the inspection of the Contractor's facilities. The Contractor shall fully cooperate with AHCCCS staff and allow them reasonable access to the Contractor's staff, subcontractors, members, and records [42 CFR 457.1201(g), 42 CFR 438.3(h)].

The Contractor's or any subcontractor's books and records shall be subject to audit at any time by AHCCCS and, where applicable, the Federal government, to the extent that the books and records relate to the performance of the contract or subcontracts [42 CFR 457.1201(g), 42 CFR 438.3(h), Section 1903(m)(2)(A)(iv) of the Social Security Act].

AHCCCS, or its duly authorized agents, and the Federal government may evaluate through on-site inspection or other means, the quality, appropriateness, and timeliness of services performed under this Contract.

The right to audit under this section exists during the term of this Contract and for ten years from the termination of this Contract or the date of completion of any audit, whichever is later [42 CFR 457.1201(g), 42 CFR 438.3(h)].

**7. AUTHORITY**

This Contract is issued under the authority of the AHCCCS Procurement Officer who signed this contract. Changes to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim under this contract based on those changes.

**8. CHANGES**

AHCCCS may at any time, by written notice to the Contractor, make changes within the general scope of this Contract. 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 this Contract, the Contractor may request an adjustment in compensation paid under this Contract. The Contractor shall request an adjustment within 30 days from the date of receipt of the change notice.

Contract amendments are subject to approval by the Centers for Medicare and Medicaid Services (CMS), and approval is withheld until all amendments are signed by the Contractor. When AHCCCS issues an amendment to modify the contract, the Contractor shall ensure Contract amendments are signed and submitted to AHCCCS by the date specified by AHCCCS. The provisions of such amendment will be deemed to have been accepted on the day following the date AHCCCS requires an executed amendment, even if the amendment has not been signed by the Contractor, unless within that time the Contractor notifies AHCCCS in writing that it refuses to sign the amendment. If the Contractor provides such notification, AHCCCS will initiate termination proceedings.

**9. CHOICE OF FORUM**

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

**10. COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS**

The Contractor shall comply with all applicable Federal and State laws and regulations including Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972 (regarding education programs and activities); the Age Discrimination Act of 1975; the Rehabilitation Act of 1973 (regarding education programs and activities), and the Americans with Disabilities Act of 1990 as amended; section 1557 of the Patient Protection and Affordable Care Act; EEO provisions; Copeland Anti-Kickback Act; Davis-Bacon Act; Contract Work Hours and Safety Standards; Rights to Inventions Made Under a Contract or Agreement; Clean Air Act and Federal Water Pollution Control Act; Byrd Anti-Lobbying Amendment [42 CFR 457.1201(f), 42 CFR 457.1220, 42 CFR 438.3(f)(1), 42 CFR 438.100(d)]. The Contractor shall maintain all applicable licenses and permits.

In accordance with 42 CFR 438.3(d)(3), 42 CFR 438.3(d)(4), A.R.S. § 41-1461 et seq., and Executive Order 2009-09, the Contractor will not discriminate against individuals eligible to enroll on the basis of health status or need for healthcare services, race, color, national origin, sex, sexual orientation, gender identity or disability and the Contractor will not use any policy or practice that has the effect of discriminating on any of these bases.

The Contractor accepts individuals eligible for enrollment in the order in which they apply without restriction (except as otherwise specified by CMS), up to the limits set under the Contract [42 CFR 457.1201(d), 42 CFR 438.3(d)(1)].

#### **11. CONFIDENTIALITY AND DISCLOSURE OF CONFIDENTIAL INFORMATION**

The Contractor shall safeguard confidential information in accordance with Federal and State laws and regulations, including but not limited to: the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191),; 45 CFR parts 160 and 164, 42 CFR 431, Subpart F; 42 CFR Part 2; 42 CFR Part 457; 42 CFR Part 438; A.R.S. § 36-664; A.R.S. § 36-2903; A.R.S. § 36-2932; A.R.S. § 41-1959; A.R.S. § 46-135; and any rules implanting those State statutes (e.g., A.A.C R9-22-503, A.A.C. R9-22-512 and A.A.C. R9-28-514).

The Contractor shall establish and maintain procedures and controls that are acceptable to AHCCCS for the purpose of assuring that no information contained in its records or obtained from AHCCCS or others carrying out its functions under the contract shall be used or disclosed by its agents, officers or employees, except as required to efficiently perform duties under the contract. Except as required or permitted by law, the Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the contract, unless otherwise agreed to, in writing, by AHCCCS.

The Contractor shall not, without prior written approval from AHCCCS, either during or after the performance of the services required by this contract, use, other than for such performance, or disclose to any individual other than AHCCCS personnel with a need to know, any information, data, material, or exhibits created, developed, produced, or otherwise obtained during the course of the work required by this contract. This nondisclosure requirement shall also pertain to any information contained in reports, documents, or other records furnished to the Contractor by AHCCCS.

#### **12. CONFLICT OF INTEREST**

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

**13. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

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

**14. CONTRACT**

The Contract between AHCCCS and the Contractor shall include: 1) the Request for Proposal (RFP) including AHCCCS policies and procedures incorporated by reference as part of the RFP, 2) the Proposal submitted by the Contractor in response to the RFP including any Best and Final Offers, and 3) any Contract amendments. In the event of a conflict in language between the Proposal (including any Best and Final Offers) and the RFP (including AHCCCS policies and procedures incorporated by reference), the provisions and requirements set forth and/or referenced in the RFP (including AHCCCS policies and procedures incorporated by reference) shall govern.

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

**15. CONTRACT INTERPRETATION AND AMENDMENT**

**No Parol Evidence** - This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any term used in this Contract.

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

**Written Contract Amendments** - The Contract shall be modified only through a written Contract amendment within the scope of the Contract signed by the AHCCCS Procurement Officer on behalf of the State and signed by a duly authorized representative of the Contractor.

**Administrative Changes** - The AHCCCS Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of an Agreement or Agreement Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Agreement Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The AHCCCS Procurement Office shall subsequently notice the contractor of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

**16. COOPERATION WITH OTHER CONTRACTORS**

AHCCCS may award other contracts for additional work related to this Contract and Contractor shall fully cooperate with such other contractors and AHCCCS employees or designated agents. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by AHCCCS employees.

**17. COVENANT AGAINST CONTINGENT FEES**

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

**18. DATA CERTIFICATION**

The Contractor shall certify that financial and encounter data submitted to AHCCCS is complete, accurate and truthful [42 CFR 457.1285, 42 CFR 438.604, 42 CFR 438.606(b)]. Certification of financial and encounter data shall be submitted concurrently with the data [42 CFR 457.1285, 42 CFR 438.606(c); 42 CFR 438.604(a)-(b)]. Certification may be provided by the Contractor CEO, CFO or an individual who is delegated authority to sign for, and who reports directly to the CEO or CFO [42 CFR 457.1285, 42 CFR 438.604, 42 CFR 438.606(a)].

**19. DISPUTES**

Contract claims and disputes shall be adjudicated in accordance with State Law, AHCCCS Rules and this contract.

Except as provided by A.A.C. Title 9, Chapter 22, Article 6, the exclusive manner for the Contractor to assert any dispute against AHCCCS shall be in accordance with the process specified in A.A.C. Title 9, Chapter 34 and A.R.S. § 36-2932. All disputes except as provided under A.A.C. Title 9, Chapter 22, Article 6 shall be filed in writing and be received by AHCCCS no later than 60 days from the date of the disputed notice. All disputes shall state the factual and legal basis for the dispute. Pending the final resolution of any disputes involving this contract, the Contractor shall proceed with performance of this Contract in accordance with AHCCCS' instructions, unless AHCCCS specifically, in writing, requests termination or a temporary suspension of performance.

**20. E-VERIFY REQUIREMENTS**

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

**21. EFFECTIVE DATE**

The effective date of this Contract shall be the date referenced on the offer and award page of this Contract or any subsequent amendments.

**22. EMPLOYEES OF THE CONTRACTOR**

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of AHCCCS or the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

**23. FEDERAL IMMIGRATION AND NATIONALITY ACT**

The Contractor shall comply with all Federal, State and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract.



Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the Contractor.

**24. GRATUITIES**

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

**25. INCORPORATION BY REFERENCE**

This Solicitation and all attachments and amendments, the Contractor's Proposal, best and final offer accepted by AHCCCS, and any approved subcontracts are hereby incorporated by reference into the Contract.

**26. INDEMNIFICATION**

***Contractor/Vendor Indemnification (Not Public Agency):*** The parties to this Contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this Contract. The Contractor agrees to indemnify, defend, and hold harmless the State from and against any and all claims, losses, liability, costs, and expenses, including attorney's fees and costs, arising out of litigation against AHCCCS including, but not limited to, class action lawsuits challenging actions by the Contractor. The requirement for indemnification applies irrespective of whether or not the Contractor is a party to the lawsuit. Each Contractor shall indemnify the State, on a pro rata basis based on population, attorney's fees and costs awarded against the State as well as the attorney's fees and costs incurred by the State in defending the lawsuit. The Contractor shall also indemnify AHCCCS, on a pro rata basis based on population, the administrative expenses incurred by AHCCCS to address Contractor deficiencies arising out of the litigation. The parties further agree that the State of Arizona, its departments, agencies, boards, and commissions shall be responsible for its own negligence and/or willful misconduct. Each party to this Contract is responsible for its own negligence and/or willful misconduct.

**27. INDEMNIFICATION - PATENT AND COPYRIGHT**

To the extent permitted by applicable law the Contractor shall defend, indemnify, and hold harmless the State against any liability including costs and expenses for infringement of any patent, trademark or copyright arising out of contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

**28. INSURANCE**

The Contractor is required to maintain insurance, at a minimum, as specified below in *Standard Professional Service Contract*.

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**STANDARD PROFESSIONAL SERVICE CONTRACT**

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

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

**INSURANCE REQUIREMENTS:**

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

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

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability (CGL) – Occurrence Form**

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000

- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

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

## 2. Business Automobile Liability

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

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

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

## 3. Workers' Compensation and Employers' Liability

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

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

executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**4. Professional Liability (Errors and Omissions Liability)**

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

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

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

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

**C. NOTICE OF CANCELLATION:** Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor shall provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent to AHCCCS as specified in Section F, Attachment F3, Contractor Chart of Deliverables, of this Contract.

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

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish AHCCCS with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona)

evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements shall be received by AHCCCS as specified in Section F, Attachment F3, Contractor Chart of Deliverables, of this Contract before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

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

All certificates required by this Contract shall be sent directly to AHCCCS as specified in Section F, Attachment F3, Contractor Chart of Deliverables, of this Contract. The AHCCCS contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the relevant insurance section of the AHCCCS Minimum Subcontract Provisions located on the AHCCCS website. AHCCCS reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage. All subcontractors are required to maintain insurance and to provide verification upon request.
- G. **APPROVAL AND MODIFICATIONS:** AHCCCS, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by Administrative Action.
- H. **EXCEPTIONS:** In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

[END INSURANCE REQUIREMENTS]

**29. IRS W9 FORM**

In order to receive payment under any resulting contract, the Contractor shall have a current IRS W-9 Form on file with the State of Arizona.

**30. LIMITATIONS ON BILLING AND COLLECTION PRACTICES**

Except as provided in Federal and State Law and regulations, the Contractor shall not bill, nor attempt to collect payment directly or through a collection agency from an individual who was AHCCCS eligible at the time the covered service(s) were rendered, or from the financially responsible relative or representative for covered services that were paid or could have been paid by the system.

**31. LOBBYING**

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

**32. NO GUARANTEED QUANTITIES**

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

**33. NON-EXCLUSIVE REMEDIES**

The rights and the remedies of AHCCCS under this Contract are not exclusive.

**34. OFF-SHORE PERFORMANCE OF WORK PROHIBITED**

Any services that are specified 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. No claims paid by the Contractor to a network provider, out-of-network provider, subcontractor or financial institution located outside of the United States are considered in the development of actuarially sound capitation rates [42 CFR 457.1285, 42 CFR 438.602(i)].

**35. ORDER OF PRECEDENCE**

The parties to this contract shall be bound by all terms and conditions contained herein. For interpreting such terms and conditions the following sources shall have precedence in descending order:

The Constitution and laws of the United States and applicable Federal regulations; the terms of the Section 1115 Demonstration Waiver for the State of Arizona; the Arizona State Plan; the Constitution and laws of Arizona, and applicable State Rules; the terms of this Contract which consists of the RFP, the Proposal of the Successful Offeror, and any Best and Final Offer including any attachments, executed amendments and modifications; and AHCCCS policies and procedures.

**36. OWNERSHIP OF INFORMATION AND DATA**

Materials, reports, and other deliverables created under this Contract are the sole property of AHCCCS. The Contractor is not entitled to any rights to those materials and may not transfer any rights to anyone else. Except as necessary to carry out the requirements of this Contract, as otherwise allowed under this Contract, or as required by law, the Contractor shall not use or release data, information or materials, reports, or deliverables derived from that data or information without the prior written consent of AHCCCS. Data, information, and reports collected or prepared by the Contractor in the course of performing its duties and obligations under this Contract shall not be used by the Contractor for any independent project of the Contractor or publicized by the Contractor without the prior written permission of AHCCCS. Subject to applicable State and Federal laws and regulations, AHCCCS shall have full and complete rights to reproduce, duplicate, disclose and otherwise use all such information.

At the termination of the contract, the Contractor shall make available all such data to AHCCCS within 30 days following termination of the contract or such longer period as approved by AHCCCS/OOD. For purposes of this subsection, the term "data" shall not include member medical records.

Except as otherwise provided in this Section, if any copyrightable or patentable material is developed by the Contractor in the course of performance of this Contract, the Federal government, AHCCCS and the State of Arizona shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for State or Federal government purposes. The Contractor shall additionally be subject to the applicable provisions of 45 CFR Part 75.

**37. RELATIONSHIP OF PARTIES**

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

**38. RIGHT OF OFFSET**

AHCCCS shall be entitled to offset against any sums due the Contractor any expenses or costs incurred by AHCCCS or damages assessed by AHCCCS concerning the Contractor's non-conforming performance or failure to perform the Contract, including but not limited to expenses, costs and damages.

**39. RIGHT TO ASSURANCE**

If AHCCCS, in good faith, has reason to believe that the Contractor does not intend to perform or is unable to continue to perform this Contract, the AHCCCS Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform.



The demand shall be sent to the Contractor by certified mail, return receipt required. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the State's option, be the basis for terminating the contract.

**40. RIGHT TO INSPECT PLANT OR PLACE OF BUSINESS**

AHCCCS may, at reasonable times, inspect the part of the plant or place of business of the Contractor or subcontractor that is related to the performance of this Contract, in accordance with A.R.S. § 41-2547.

**41. SEVERABILITY**

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

**42. SUSPENSION OR DEBARMENT**

The Contractor shall not employ, consult, subcontract or enter into any agreement for Title XIX services with any person or entity who is debarred, suspended, or otherwise excluded from Federal procurement activity or from participating in non-procurement activities under regulations issued under Executive Order 12549 [42 CFR 438.610] or under guidelines implementing Executive Order 12549. This prohibition extends to any entity which employs, consults, subcontracts with or otherwise reimburses for services any person substantially involved in the management of another entity which is debarred, suspended, or otherwise excluded from Federal procurement activity. The Contractor is obligated to screen all employees and contractors to determine whether any of them have been excluded from participation in Federal health care programs. The Contractor can search the HHS-OIG website by the names of any individuals. The database can be accessed at [www.oig.hhs.gov/fraud/exclusions.asp](http://www.oig.hhs.gov/fraud/exclusions.asp).

The Contractor shall not retain as a director, officer, partner, or owner of five percent or more of the Contractor entity, any person, or affiliate of such a person, who is debarred, suspended, or otherwise excluded from Federal procurement activity.

AHCCCS may, by written notice to the Contractor, immediately terminate this contract if it determines that the Contractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity.

**43. TEMPORARY MANAGEMENT/OPERATION OF A CONTRACTOR**

**Temporary Management/Operation by AHCCCS:** Pursuant to the Medicaid Managed Care Regulations, 42 CFR Part 438, Subpart I, 42 Part 457, and A.R.S. § 36-2903, AHCCCS is authorized to impose temporary management for a Contractor under certain conditions. Under Federal law, temporary management may be imposed if AHCCCS determines that there is continued egregious behavior by the Contractor, including but not limited to the following: substantial failure to provide medically necessary services the Contractor is required to provide; imposition on members premiums or charges that exceed those permitted by AHCCCS, discrimination among members on the basis of health status or need for health care services; misrepresentation or falsification of information to AHCCCS or CMS; misrepresentation or falsification of information furnished to a member or provider; distribution of marketing materials that have not been approved by AHCCCS or that are false or misleading; or behavior contrary to any requirements of

Sections 1903(m) or 1932 of the Social Security Act. Temporary management may also be imposed if AHCCCS determines that there is substantial risk to members' health or that temporary management is necessary to ensure the health of members while the Contractor is correcting the deficiencies noted above or until there is an orderly transition or reorganization of the Contractor. Under Federal law, temporary management is mandatory if AHCCCS determines that the Contractor has repeatedly failed to meet substantive requirements in Sections 1903(m) or 1932 of the Social Security Act. Pursuant to 42 CFR 438.706, AHCCCS shall not delay imposition of temporary management to provide a hearing before imposing this sanction [42 CFR 457.1270, 42 CFR 438.706(a)-(d); section 1932(e)(2)(B)(ii) of the Social Security Act].

If AHCCCS undertakes direct operation of the Contractor, AHCCCS, through designees appointed by the Director, shall be vested with full and exclusive power of management and control of the Contractor as necessary to ensure the uninterrupted care to persons and accomplish the orderly transition of persons to a new or existing Contractor, or until the Contractor corrects the contract performance failure to the satisfaction of AHCCCS. AHCCCS shall have the power to employ any necessary assistants, to execute any instrument in the name of the Contractor, to commence, defend and conduct in its name any action or proceeding in which the Contractor may be a party; such powers shall only apply with respect to activities occurring after AHCCCS undertakes direct operation of the Contractor in connection with this Section.

All reasonable expenses of AHCCCS related to the direct operation of the Contractor, including attorney fees, cost of preliminary or other audits of the Contractor and expenses related to the management of any office or other assets of the Contractor, shall be paid by the Contractor or withheld from payment due from AHCCCS to the Contractor.

#### **44. TERM OF CONTRACT AND OPTION TO RENEW**

The initial term of this Contract shall be for three initial years (October 1, 2018 - September 30, 2021), with two (2) two-year options to extend (October 1, 2021 - September 30, 2023) and (October 1, 2023 - September 30, 2025), not to exceed a total contracting period of seven years. Effective October 1, 2020 the State authorizes an additional two-year option to extend (October 1, 2025 - September 30, 2027), not to exceed a total contracting period of nine years. The Contract year is October first through September 30 with an annual October first renewal. The terms and conditions of any such contract extension shall remain the same as the original Contract except, as otherwise amended. Any contract extension or renewal shall be through Contract amendment and shall be at the sole option of AHCCCS.

If the Contractor has been awarded a Contract in more than one GSA, each such Contract will be considered separately renewable. AHCCCS may renew the Contractor's Contract in one GSA, but not in another. In the event AHCCCS determines there are issues of noncompliance by the Contractor in one GSA, AHCCCS may request an enrollment cap for the Contractor's contracts in all other GSAs. Further, AHCCCS may require the Contractor to renew all currently awarded GSAs or may terminate the contract if the Contractor does not agree to renew all currently awarded GSAs.

Contract amendments, including renewals, are subject to approval by the Centers for Medicare and Medicaid Services (CMS). When the Contracting Officer issues an amendment to extend or renew the contract, the provisions of such extension or renewal will be deemed to have been accepted 30 days after the date of mailing by the Contracting Officer, unless a different time period is specified by AHCCCS, even if the extension or renewal amendment has not been signed by the Contractor, unless within that time the Contractor notifies the Contracting Officer in writing that it refuses to sign the extension or renewal amendment. Failure of an existing Contractor to accept an amendment to extend or renew may result in immediate suspension/termination of member assignment. If the Contractor provides such notification, the Contracting Officer may initiate contract termination proceedings.

If the Contractor chooses not to renew this contract, the Contractor may be liable for certain costs associated with the transition of its members to a different Contractor. The Contractor is required to provide 180 days advance written notice to the AHCCCS Procurement Officer of its intent not to renew the contract. If the Contractor provides the AHCCCS Procurement Officer written notice of its intent not to renew this contract at least 180 days before its expiration, this liability for transition costs may be waived by the Contracting Officer.

#### 45. TERMINATION

AHCCCS reserves the right to terminate this Contract in whole or in part by reason of force majeure, due to the failure of the Contractor to comply with any term or condition of the Contract, including, but not limited to, circumstances which present risk to member health or safety, and as authorized by the Balanced Budget Act of 1997 and 42 CFR 438.710. The term force majeure means an occurrence that is beyond the control of AHCCCS and occurs without its fault or negligence. Force majeure includes acts of God and other similar occurrences beyond the control of AHCCCS which it is unable to prevent by exercising reasonable diligence.

AHCCCS reserves the right to terminate this Contract and transition members to a different Contractor, or provide Medicaid benefits through other Arizona State plan or Section 1115 Demonstration Waiver, if the State determines that the Contractor has failed to carry out the substantive terms of its Contract or has failed to meet the applicable requirements of sections 1932, 1903(m) or 1905(t) of the Social Security Act [42 CFR 457.1270, 42 CFR 438.708(a), 42 CFR 438.708(b), sections 1903(m), 1905(t), and 1932 of the Social Security Act].

If the Contractor is providing services under more than one contract with AHCCCS, AHCCCS may deem unsatisfactory performance under one Contract to be cause to require the Contractor to provide assurance of performance under any and all other Contracts. In such situations, AHCCCS reserves the right to seek remedies under both actual and anticipatory breaches of Contract if adequate assurance of performance is not received. The Contracting Officer shall mail written notice of the termination and the reason(s) for it to the Contractor by certified mail, return receipt requested [Section 1932(e)(4) of the Social Security Act, 42 CFR 457.1270, 42 CFR 438.722(a)-(b)]. Pursuant to the Balanced Budget Act of 1997, 42 CFR 438.710, and 42 CFR 438.10, AHCCCS shall provide the Contractor with a pre-termination hearing before termination of the Contract.

Upon termination, all documents, data, and reports prepared by the Contractor under the contract shall become the property of and be delivered to AHCCCS immediately on demand.

The Contractor shall retain, preserve, and make records available, within the timeframes required by State and Federal law, including but not limited to, those records related to member grievances and appeal records, litigation, base data, Medical Loss Ratio (MLR) reports, claims settlement and those covered under HIPAA, as required by Contract, State and Federal law, including but not limited to 45 CFR 164.530(j)(2), 42 CFR 457.1201(q), and 42 CFR 438.3(u). Refer to ACOM Policy 440.

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

#### **46. TERMINATION - AVAILABILITY OF FUNDS**

If, funds are not presently available to support the continuation of performance under this Contract beyond the current fiscal year, this Contract may be terminated at the end of the period for which funds are available. No legal liability on the part of AHCCCS for any payment may arise under this Contract until funds are made available for performance of this Contract.

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

#### **47. TERMINATION FOR CONFLICT OF INTEREST**

AHCCCS may cancel this contract without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of AHCCCS is, or becomes at any time while the Contract or any extension of the Contract is in effect, an employee of, or a consultant to, any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided by A.R.S. § 38-511.

#### **48. TERMINATION FOR CONVENIENCE**

AHCCCS reserves the right to terminate the Contract in whole or in part at any time for the convenience of the State without penalty or recourse. The Contracting Officer shall give written notice by certified mail, of the termination at least 90 days before the effective date of the termination. Upon receipt of written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to AHCCCS immediately upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

**49. THIRD PARTY ANTITRUST VIOLATIONS**

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

**50. TYPE OF CONTRACT**

Fixed-Price, stated as capitated per member per month, except as otherwise provided.

**51. WARRANTY OF SERVICES**

The Contractor warrants that all services provided under this Contract will conform to the requirements stated herein. AHCCCS' acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, AHCCCS may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this Contract in the manner and to the same extent as the services originally furnished.

[END OF SECTION E: CONTRACT TERMS AND CONDITIONS]

## SECTION F: ATTACHMENTS

### ATTACHMENT F1:

#### MEMBER GRIEVANCE AND APPEAL SYSTEM STANDARDS

CONTRACT/RFP NO. YH19-0001

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## SECTION F: ATTACHMENTS

### ATTACHMENT F1: MEMBER GRIEVANCE AND APPEAL SYSTEM STANDARDS

The Contractor shall have a written policy delineating its Grievance and Appeal System which shall be in accordance with applicable Federal and State laws, regulations, and policies, including, but not limited to 42 CFR Part 438 Subpart F. The Contractor shall furnish Grievance and Appeal System information to members no later than 12 days after the Contractor receives notice of the enrollment and annually thereafter. The Contractor shall provide this information to subcontractors at the time of Contract and make this information available in its provider manual and on its website. Additionally, the Contractor shall provide written notification of any significant change in this policy at least 30 days before the intended effective date of the change.

The written information provided to members describing the Grievance and Appeal System as well as Contractor appeal and grievance notices, including denial and termination notices, shall be available in the prevalent non-English language spoken for each LEP population in the Contractor's service area [42 CFR 438.3(d)(3)]. These written materials shall also be made available in alternate formats upon request at no cost. Auxiliary aids and services shall also be made available upon request and at no cost. These written materials shall include taglines in the prevalent non-English languages in Arizona and in large print (font size of at least 18 point) explaining the availability of written translation or oral interpretation services to understand the information and include the Contractor's toll free and TTY/TDY telephone numbers for customer service. Oral interpretation services shall not substitute for written translation of vital materials. Refer to ACOM Policy 404 and ACOM Policy 406 for additional information and requirements [42 CFR 438.408(d)(1), 42 CFR 438.10].

The Contractor shall inform members that oral interpretation services are available in any language, and alternative communication formats are available for members who are deaf or hard of hearing or are blind or have low vision.

For additional information regarding the member Notice of Adverse Benefit Determination process and state developed notice templates refer to ACOM Policy 414 and 42 CFR Part 438 [42 CFR 457.1207, 42 CFR 438.10(c)(4)(ii)]. For additional information regarding member information requirements refer to ACOM Policy 404 and ACOM Policy 406. Failure to comply with any of these provisions may result in an imposition of sanctions.

At a minimum, the Contractor shall comply with the following Grievance and Appeal System Standards and incorporate these requirements into its policies and/or procedures:

1. The Contractor shall maintain accurate records of all grievances and appeals in a manner accessible to the state and available upon request to CMS and which shall contain at a minimum the following [42 CFR 457.1260, 42 CFR 438.416(a), 42 CFR 438.416(b)(1)-(6), 42 CFR 438.416(c)]:
  - a. A general description of the reason for an appeal or grievance,
  - b. The date received,
  - c. The date of each review or, if applicable, review meeting,
  - d. The resolution at each level of appeal or grievance,

## SECTION F: ATTACHMENTS

### ATTACHMENT F1:

#### MEMBER GRIEVANCE AND APPEAL SYSTEM STANDARDS

CONTRACT/RFP NO. YH19-0001

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- e. The date of resolution at each level,
  - f. The name of the member for whom the appeal or grievance was filed,
  - g. The name of the individual filing the appeal or grievance on behalf of the member, if applicable, and
  - h. The date the request for hearing was received, if applicable.
2. The Contractor has an effective mechanism in place for tracking receipt, acknowledgement, investigation, and resolution of grievances and appeals, and for tracking requests for hearing within the required timeframes.
  3. The Contractor shall thoroughly investigate grievances and appeals using the applicable statutory, regulatory, contractual and policy provisions, ensuring that relevant facts are obtained from all parties.
  4. The Contractor shall track and trend Grievance and Appeal System information as a source of information for quality improvement and in accordance with the AHCCCS Grievance and Appeal System Reporting Guide.
  5. Information explaining the grievance, appeal, and fair hearing procedures and timeframes. This information shall include a description of the circumstances when there is a right to a hearing, the method for obtaining a hearing, the requirements which govern representation at the hearing, the right to file grievance and appeals and the requirements and timeframes for filing a grievance, appeal, or request for hearing [42 CFR 457.1260, 42 CFR 438.414, 42 CFR 438.10(g)(2)(xi)(A)-(C)].
  6. The Contractor shall provide members any reasonable assistance in completing forms and taking other procedural steps related to the grievance and appeal process. This included but is not limited to auxiliary aids and services upon request, such as interpreter services and toll-free numbers that have adequate TTY/TTD and interpreter capability [42 CFR 457.1260, 42 CFR 438.406(a),42 CFR 438.228(a)].
  7. The availability of toll-free numbers that a member can use to file a grievance or appeal by phone if requested by the member.
  8. Oral inquiries seeking to appeal an Adverse Benefit Determination are treated as appeals and are confirmed in writing unless the member or the provider requests expedited resolution [42 CFR 457.1260, 42 CFR 438.406(b)(3)].
  9. The Contractor shall permit both oral and written appeals and grievances [42 CFR 457.1260, 42 CFR 438.402(c)(3)(i), 42 CFR 438.402(c)(3)(ii)].
  10. The Contractor shall acknowledge receipt of each grievance and appeal. For grievances, the Contractor is not required to acknowledge receipt of the grievance in writing, however, if the member requests written acknowledgement, the acknowledgement shall be made within five business days of receipt of the request.

## SECTION F: ATTACHMENTS

### ATTACHMENT F1:

#### MEMBER GRIEVANCE AND APPEAL SYSTEM STANDARDS

CONTRACT/RFP NO. YH19-0001

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For appeals, the Contractor shall acknowledge receipt of standard appeals in writing within five business days of receipt and within one day of receipt of expedited appeals [42 CFR 457.1260, 42 CFR 438.406(b)(1), 42 CFR 438.228(a)].

11. The Contractor shall ensure individuals who make decisions regarding grievances and appeals are individuals not involved in any previous level of review or decision making, or a subordinate of such individuals. The Contractor shall also ensure individuals who make decisions regarding: 1) appeals of denials based on lack of medical necessity, 2) grievances regarding denials of expedited resolutions of appeals or 3) grievances or appeals involving clinical issues have the appropriate clinical expertise in treating the member's condition or disease [42 CFR 457.1260, 42 CFR 438.406(b)(2)(ii)(A)-(C), 42 CFR 438.228(a)]. Decisions makers on grievance and appeals of adverse benefit determinations take into account all comments, documents, records, and other information submitted by the member or their representative without regard to whether such information was submitted or considered in the initial adverse benefit determination [42 CFR 457.1260, 42 CFR 438.406(b)(2)(iii), 42 CFR 438.228(a)]. AHCCCS does not offer or arrange for an external medical review as specified in 42 CFR 457.1260 and 42 CFR 438.402(c)(1)(i)(B).
12. The Contractor shall not delegate the Grievance and Appeal System requirements to its providers.
13. Define a grievance as a member's expression of dissatisfaction with any matter, other than an adverse benefit determination [42 CFR 438.400(b)]. There are no time limits for filing a member grievance.
14. A member shall file a grievance with the Contractor and the member is not permitted to file a grievance directly with AHCCCS [42 CFR 457.1260, 42 CFR 438.402(c)(3)(i)].
15. The Contractor shall address identified issues as expeditiously as the member's condition requires and shall resolve each grievance within ten business days of receipt, absent extraordinary circumstances. However, no grievances shall exceed 90 days for resolution. Contractor decisions on member grievances cannot be appealed [42 CFR 457.1260, 42 CFR 438.408(a), 42 CFR 438.408(b)(1) and (3)].
16. The Contractor responds to a grievance in writing, if a member requests a written explanation of the resolution, and the response shall be mailed within ten business days of resolution of the grievance.
17. If resolution to a grievance or appeal of an adverse benefit determination is not completed when the timeframe expires, the member is deemed to have exhausted the Contractor's grievance process and can file a request for hearing [42 CFR 457.1260, 42 CFR 438.408, 42 CFR 438.402(c)(1)(i)(A)].
18. The resolution timeframe for an appeal may be extended by up to 14 calendar days if the member requests the extension or if the Contractor shows that there is a need for additional information and that the delay is in the member's interest [42 CFR 457.1260, 42 CFR 438.408(b)(1)-(3), 42 CFR 438.408(c)(1)(i)-(iii)].



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19. If the Contractor extends the timeframe for resolution of an appeal not at the request of the member, the Contractor shall make reasonable efforts to give the member prompt oral notice of the delay and give the member written notice within two calendar days of the reason for the decision to extend the timeframe and inform the member of the right to file a grievance if the member disagrees with that decision [42 CFR 457.1260, 42 CFR 438.408(c)(2)(i)-(ii), 42 CFR 438.408(b)(1)-(3)].
20. Define a service authorization request as a request by the member, the representative, or a provider for a physical or behavioral health service for the member which requires Prior Authorization (PA) by the Contractor [42 CFR 438.210]. The Contractor shall ensure completion of the service authorization request decision within the timeframe applicable to the particular type of the authorization request: 1) authorization requests for medications and 2) authorization requests that do not involve medications. The Contractor shall process standard and expedited authorization requests as service authorization requests that do not involve medications. The Contractor shall process service authorization requests pertaining to medications according to the timeframes applicable to medication requests and not according to the standard or expedited timeframes used for non-medication service authorization requests.
21. Define a standard authorization request for standard authorization decisions not involving medications: A standard authorization request is a request for a service that is not a medication, and which does not meet the definition of an expedited service authorization request. For standard service authorization requests, the date the Contractor receives the request is considered the date of receipt and is used to determine the due date for completion of the decision. For standard authorization decisions (those not involving medications), the Contractor shall provide a Notice of Adverse Benefit Determination to the member as expeditiously as the member's health condition requires, but not later than 14 calendar days following the receipt of the authorization request, regardless of whether the 14th day falls on a weekend (Saturday and Sunday) or legal holiday as defined by the State of Arizona, with a possible extension of up to 14 additional calendar days if the member or provider requests an extension or if the Contractor establishes a need for additional information and the delay is in the member's best interest [42 CFR 457.1260, 42 CFR 457.1230(d), 42 CFR 438.210(d)(1)(i)-(ii), 42 CFR 438.404(c)(3)-(4)]. The Notice of Adverse Benefit Determination shall comply with the advance notice requirements when there is a termination or reduction of a previously authorized service or when there is a denial of an authorization request and the physician asserts that the requested service/treatment is a necessary continuation of a previously authorized service.
22. Define an expedited authorization request for expedited authorization decisions not involving medications: An expedited authorization request is a request for a service that is not a medication in which either the requesting provider indicates, or the Contractor determines, that following the standard timeframes for issuing an authorization decision could seriously jeopardize the member's life or health or ability to attain, maintain, or regain maximum function.

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For expedited authorization decisions (those not involving medications), the Contractor shall provide a Notice of Adverse Benefit Determination to the member as expeditiously as the member's health condition requires, but not later than 72 hours following the receipt of the authorization request, regardless of whether the 72 hour deadline falls on a weekend (Saturday and Sunday) or legal holiday as defined by the State of Arizona, with a possible extension of up to 14 calendar days if the member or provider requests an extension or if the Contractor establishes a need for additional information and the delay is in the member's interest [42 CFR 457.1260, 42 CFR 457.1230(d), 42 CFR 438.210(d)(2)(i)-(ii), 42 CFR 438.404(c)(6)].

23. For service authorization decisions for medications, the Contractor shall provide a Notice of Adverse Benefit Determination no later than 24 hours from receipt of the authorization request regardless of whether the due date for the medication authorization decision falls on a weekend (Saturday and Sunday) or legal holiday as defined by the State of Arizona. If the prior authorization request for the medication lacks sufficient information for the Contractor to render a decision for the medication, the Contractor shall send a request for additional information to the prescriber no later than 24 hours from receipt of the request. The Contractor shall provide the Notice of Adverse Benefit Determination no later than seven business days from the initial date of the authorization request [42 CFR 438.3(s)].
24. The Contractor shall ensure that the date/hour it receives the request, whichever is applicable, is considered the date/time of receipt of the service authorization request. The Contractor may use electronic date stamps or manual stamping for logging the receipt.
25. Define an Adverse Benefit Determination as set forth below [42 CFR 438.400(b)] and permit a member, or their designated representative, to file an appeal of an Adverse Benefit Determination taken by the Contractor. Adverse Benefit Determinations are any of the following:
  - a. Denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit,
  - b. Reduction, suspension, or termination of a previously authorized service,
  - c. A denial, in whole or in part, of a payment for a service. A denial, in whole or in part, of a payment for a service because the claim does not meet the definition of a clean claim at 42 CFR 447.45(b) is not an adverse benefit determination,
  - d. Failure to provide services in a timely manner, as defined by the State,
  - e. Failure to act within the timeframes provided in 42 CFR 457.1260 and 42 CFR 438.408(b)(1)-(2) required for standard resolution of appeals and standard disposition of grievances,
  - f. Denial of a rural member's request to obtain services outside the Contractor's network under 42 CFR 438.52(b)(2)(ii), when the Contractor is the only Contractor in the rural area, or
  - g. Denial of a member's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, or other member financial liabilities.
26. The Notice of Adverse Benefit Determination for a service authorization decision that is not completed within the standard, expedited, or medication authorization request timeframes, whichever is applicable, will be made on the date that the timeframes expire [42 CFR 438.404(c)(5)].

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If the Contractor extends the timeframe to make a standard or expedited authorization decision, the Contractor shall give the member written notice of the reason to extend the timeframe and inform the member of the right to file a grievance if the member disagrees with the decision. The Contractor shall issue and carry out its decision as expeditiously as the member's health condition requires and no later than the date the extension expires [42 CFR 457.1260, 42 CFR 457.1230(d), 42 CFR 438.210(d)(1)(ii), 42 CFR 438.404(c)(4)(i)-(ii)].

27. The Contractor shall notify the requesting provider, in writing, of the decision to deny or reduce a service authorization request.
28. The Contractor shall provide a Notice of Adverse Benefit Determination: 1) at least ten days before the date of a termination, suspension or reduction of previously authorized AHCCCS services, except as provided in (a)-(e) below; 2) at least five days before the date of adverse benefit determination in the case of suspected fraud; 3) at the time of any adverse benefit determination affecting the claim when there has been a denial of payment for a service, in whole or in part; 4) within 14 calendar days from receipt of a standard service authorization request, within 72 hours from receipt of an expedited service authorization request, unless an extension is in effect, or within 24 hours from receipt of a medication authorization request, unless additional information is needed from the prescriber in which case the determination shall be provided no later than seven days from receipt of the initial request. For service authorization decisions, the Contractor shall also ensure that the Notice of Adverse Benefit Determination provides the member with advance notice and the right to request continued benefits for all terminations and reductions of a previously authorized service and for denials when the physician asserts that the requested service/treatment which has been denied is a necessary continuation of a previously authorized service [42 CFR 438.404(c)(1), 42 CFR 431.211, 42 CFR 438.404(c)(1), 42 CFR 431.214, 42 CFR 438.404(c)(2)].

As specified below, the Contractor may elect to mail a Notice of Adverse Benefit Determination no later than the date of Adverse Benefit Determination when [42 CFR 438.404(c)(1), 42 CFR 431.213, 42 CFR 431.231(d), Section 1919(e)(7) of the Social Security Act, 42 CFR 483.12(a)(5)(i), 42 CFR 483.12(a)(5)(i)-(ii)]:

- a. The Contractor receives notification of the death of a member,
  - b. The member signs a written statement requesting service termination or gives information requiring termination or reduction of services (which indicates understanding that the termination or reduction will be the result of supplying that information),
  - c. The member is admitted to an institution where they are ineligible for further services,
  - d. The member's address is unknown, and mail directed to the member has no forwarding address, and
  - e. The member has been accepted for Medicaid in another local jurisdiction.
29. The Notice of Adverse Benefit Determination shall explain:
- a. The adverse benefit determination the Contractor has taken or intends to take,
  - b. The requested service and the reason for the requested service,

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- c. The reasons for the adverse benefit determination which include an explanation of the specific facts that pertain to the decision and the legal bases for the determination, including the applicable statutes, rules, contractual provisions, policies, and procedures, if applicable. Reference to general legal authorities alone is not acceptable. If citing medical necessity as a reason for denial, the NOA must provide a clear and specific explanation of why the service is not medically necessary. The Contractor shall also include potential alternative options to consider,
  - d. The right of the member to be provided upon request, and at no charge, reasonable access to copies of all documents, records and other information related to the adverse benefit determination; this information includes medical necessity criteria, any processes, strategies, or evidentiary standards used in setting coverage limits,
  - e. The member's right to file an appeal with the Contractor,
  - f. The procedures for exercising these rights,
  - g. Circumstances when expedited resolution is available and how to request it, and
  - h. The member's right to receive continued benefits pending resolution of the appeal, how to request continued benefits and the circumstances under which the member may be required to pay for the cost of these services. The Notice of Adverse Benefit Determination shall comply with ACOM Policy 414 [42 CFR 457.1260, 42 CFR 438.404(b)(1)-(b)(6) 42 CFR 438.402(b)-(c)].
30. Define an appeal as the request for review of an Adverse Benefit Determination, as defined above [42 CFR 438.400(b)].
31. Define a standard appeal. The Contractor shall resolve standard appeals as expeditiously as the member's health condition requires but no later than 30 calendar days from the date of receipt of the appeal unless an extension is in effect [42 CFR 457.1260, 42 CFR 438.408(a), 42 CFR 438.408(b)(2)]. If a Notice of Appeal Resolution is not completed when the timeframe expires, the member's appeal shall be considered to be denied by the Contractor, and the member can file a request for hearing [42 CFR 457.1260, 42 CFR 438.402(b), 42 CFR 438.228(a)].
32. Define an expedited appeal as an appeal in which the Contractor determines (for a request from a member) or the Provider indicates (when making the request for the member or in support of the member's request) that taking the time for standard resolution could seriously jeopardize the member's life, physical or mental health, or ability to attain, maintain, or regain maximum function. The Contractor shall resolve all expedited appeals as expeditiously as the member's health condition requires but not later than 72 hours from the date the Contractor receives the expedited appeal (unless an extension is in effect) [42 CFR 438.408(a), 42 CFR 438.408(b)(3)]. The Contractor shall make reasonable efforts to provide oral notice to a member regarding an expedited resolution appeal [42 CFR 457.1260, 42 CFR 438.408(d)(2)(ii)]. If a Notice of Appeal Resolution is not completed when the timeframe expires, the member's appeal shall be considered to be denied by the Contractor, and the member can file a request for hearing [42 CFR 438.402(b), 42 CFR 438.228(a)].
33. A member shall be given 60 calendar days from the date of the Contractor's Notice of Adverse Benefit Determination to file an appeal [42 CFR 457.1260, 42 CFR 438.402(c)(2)(ii)].
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34. Explain that a provider or authorized representative acting on behalf of a member and with the member's written consent, may file an appeal, grievance, or request a state fair hearing request [42 CFR 457.1260, 42 CFR 438.402(c)(1)(i)-(ii); 42 CFR 438.408]. The provider or authorized representative acting on behalf of the member shall be given 60 calendar days from the date of the Contractor's Notice of Adverse Benefit Determination to file an appeal either orally or in writing Unless an expedited resolution is requested [42 CFR 457.1260, 42 CFR 438.402(c)(1)(ii), 42 CFR 438.402(c)(2)(ii), 42 CFR 438.402(c)(3)(ii)].
35. The Contractor includes, as parties to the appeal, the member, the member's legal representative, or the legal representative of a deceased member's estate [42 CFR 457.1260, 42 CFR 438.406(b)(6)].
36. That the Contractor shall ensure that punitive action is not taken against a provider who either requests an expedited resolution or supports a member's appeal [42 CFR 457.1260, 42 CFR 438.410(b)].
37. The resolution timeframes for standard appeals and expedited appeals may be extended up to 14 calendar days if the member requests the extension or if the Contractor establishes a need for additional information and that the delay is in the member's interest [42 CFR 457.1260, 42 CFR 438.408(c), 42 CFR 438.408(b)].
38. If the Contractor extends the timeframe for resolution of an appeal when not requested by the member, the Contractor shall make reasonable efforts to give the member prompt oral notice and follow-up within two calendar days with a written notice of the reason for the decision to extend the timeframe and the member's grievance rights [42 CFR 457.1260, 42 CFR 438.408(c)(2)(i)-(iii), 42 CFR 438.408(b)(2)-(3)].
39. The Contractor shall establish and maintain an expedited review process for appeals when 1)the Contractor determines (for a request from a member) the standard resolution timeframe could seriously jeopardize the member's life, physical or mental health, or ability to attain, maintain, or regain maximum function or 2)the provider indicates (in making the request on behalf of the member or in support of the member's request) the standard resolution timeframe could seriously jeopardize the member's life, physical or mental health, or ability to attain, maintain, or regain maximum function [42 CFR 457.1260, 42 CFR 438.210(d)(2)(i), 42 CFR 438.404(c)(6), 42 CFR 438.410(a)].
40. If the Contractor denies a request for expedited resolution, it shall transfer the appeal to the 30-calendar day timeframe for a standard appeal [42 CFR 457.1260, 42 CFR 438.410(c), 42 CFR 438.408(b)(2), 42 CFR 438.408(c)(2)]. The Contractor shall make reasonable efforts to give the member prompt oral notice and follow-up within two calendar days with a written notice of the denial of expedited resolution and the member's grievance rights.
41. For appeals, the Contractor provides the member a reasonable opportunity to present evidence and to make legal and factual arguments in person and in writing [42 CFR 438.406(b)(4), 42 CFR 438.408(b), 42 CFR 438.408(c)].

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The Contractor shall inform the member of the limited time available to provide this information sufficiently in advance of the resolution timeframe [42 CFR 438.406(b)(4), 42 CFR 438.408(b), 42 CFR 438.408(c)].

42. For appeals, the Contractor provides the member and their representative the member's case file including medical records, other documents and any new or additional evidence considered, relied upon, or generated by the Contractor (or at the direction of the Contractor) in connection with the appeal. This information shall be provided at no charge to the member and sufficiently in advance of the resolution timeframe [42 CFR 457.1260, 42 CFR 438.406(b)(5)].
43. The Contractor shall provide written Notice of Appeal Resolution to the member and the member's representative or the representative of the deceased member's estate which shall contain:
- a. The results of the resolution process and the date it was completed, and
  - b. For appeals not resolved wholly in favor of members the Notice must include and describe in detail the following:
    - i. Specific reasons for the Contractor denial,
    - ii. Specific factual and legal basis to support the decision, and
    - iii. An explanation of:
      - 1) How the Contractor applies the relevant and specific facts in the case to the relevant laws to support the Contractor's decision. For determinations which deny the service request due to lack of medical necessity, the notice must include a clear and specific explanation of why the service is not medically necessary. The Contractor shall also include potential alternative options for consideration, and
      - 2) The applicable statutes, rules, contractual provisions, policies, and procedures, if applicable. Reference to general legal authorities alone is not acceptable.
    - iv. The member's right to request a State fair hearing (including the requirement that the member shall file the request for a hearing in writing to the Contractor) no later than 90 days after the date the member receives the Contractor's notice of appeal resolution and how to do so,
    - v. The right to receive continued benefits pending the hearing when the member has requested a hearing within ten calendar days from the date the notice of resolution was sent and how to request continuation of benefits, and
    - vi. Information explaining that the member may be held liable for the cost of benefits if the hearing decision upholds the Contractor [42 CFR 438.408(d)(2)(i)-(ii), 42 CFR 438.10, 42 CFR 438.408(e)(1)-(2)].

Refer to the AHCCCS Guide to Language in Notice of Adverse Benefit Determination (NOA).

44. The Contractor shall continue benefits if all of the following occur: [42 CFR 438.420, 42 CFR 438.402(c)(2)(ii)]:
- a. The member files the request for an appeal within 60 calendar days following the date on the Adverse Benefit Determination notice.

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- b. The appeal involves:
    - i. The termination, suspension, or reduction of a previously authorized service, or
    - ii. A denial and the physician asserts that the requested service/treatment is a necessary continuation of the previously authorized service.
  - c. The member's services were ordered by an authorized provider.
  - d. When the appeal was filed, the period covered by the original authorization has not expired, and
  - e. The member files a request for continuation of benefits on or before the later of the following:
    - i. Within ten calendar days of the Contractor sending the notice of adverse benefit determination, or
    - ii. The intended effective date of the Contractor's proposed adverse benefit determination.
45. If at a member's request benefits are continued or are reinstated while the appeal or state fair hearing is pending, the Contractor shall continue benefits until one of the following occur [42 CFR 438.420(c)(1)-(3), 42 CFR 438.408(d)(2)]:
- a. The member withdraws the appeal or request for state fair hearing.
  - b. The member does not request a state fair hearing and continuation of benefits within ten calendar days from the date the Contractor sends the notice of an adverse appeal resolution.
  - c. A state fair hearing decision adverse to the member is issued.
46. The Contractor shall continue benefits regardless of the period of the initial prior authorization, if all of the requirements are met.
47. The Contractor may, consistent with AHCCCS policy on recoveries and as specified in Contract, recover the cost of continued services furnished to the member while the appeal or state fair hearing was pending if the final resolution of the appeal or state fair hearing upholds the Contractor's Adverse Benefit Determination [42 CFR 438.420(d), 42 CFR 431.230(b)]
48. If the member files a request for hearing the Contractor shall ensure that the hearing request and supporting documentation is submitted to the AHCCCS Office of Administrative Legal Services (OALS) as specified by ACOM Policy 445 and Attachment F3, Contractor Chart of Deliverables. State fair hearing notices will be issued by the AHCCCS Administration and are not delegated to the Contractor [42 CFR 438.228(b)].
49. If the Contractor or the State fair hearing decision reverses a decision to deny, limit or delay services not furnished during the appeal or the pendency of the hearing process, the Contractor shall authorize or provide the services as expeditiously as the member's health condition requires but no later than 72 hours from the date it receives the notice reversing the determination [42 CFR 457.1260, 42 CFR 438.424(a)]. Services shall be authorized within the above timeframe irrespective of whether the Contractor contests the decision.
50. If the Contractor or State fair hearing decision reverses a decision to deny authorization of services and the disputed services were received pending appeal, the Contractor shall pay for those services, as specified in policy and/or regulation [42 CFR 457.1260, 42 CFR 438.424(b)].

**SECTION F: ATTACHMENTS**

**ATTACHMENT F1:**

**MEMBER GRIEVANCE AND APPEAL SYSTEM STANDARDS**

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51. If the Contractor or the Director's Decision reverses a decision to deny, limit, or delay authorization of services, and the member received the disputed services while the appeal was pending, the Contractor shall process a claim for payment from the provider in a manner consistent with the Contractor's or Director's Decision and applicable statutes, Rules, policies, and contract terms. The provider shall have 90 days from the date of the reversed decision to submit a clean claim to the Contractor for payment. For all claims submitted as a result of a reversed decision, the Contractor is prohibited from denying claims for un-timeliness if they are submitted within the 90-day timeframe. The Contractor is also prohibited from denying claims submitted as a result of a reversed decision because the member failed to request continuation of services during the appeals/hearing process: a member's failure to request continuation of services during the appeals/hearing process is not a valid basis to deny the claim.
52. If the Contractor or State fair hearing decision upholds a decision to deny authorization of services and the disputed services were received pending the appeal or State fair hearing decision, the Contractor may recover the cost of those services from the member.

[END OF ATTACHMENT F1: MEMBER GRIEVANCE AND APPEAL SYSTEM STANDARDS]



## SECTION F: ATTACHMENTS

### ATTACHMENT F2:

### PROVIDER CLAIM DISPUTE STANDARDS

CONTRACT/RFP NO. YH19-0001

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#### ATTACHMENT F2: PROVIDER CLAIM DISPUTE STANDARDS

The Contractor shall have in place a written claim dispute policy for its subcontractors and non-contracted providers. The policy shall be in accordance with applicable Federal and State laws, regulations, and policies.

**Failure to comply with any of these provisions may result in the imposition of sanctions.**

The Contractor shall comply with the following provisions:

1. The Provider Claim Dispute Policy shall stipulate that all claim disputes shall be adjudicated in Arizona, including those claim disputes arising from claims processed by an Administrative Services Subcontractor.
2. That the Provider Claim Dispute Policy shall be provided to all subcontractors at the time of contract. For providers without a contract, the Contractor shall send a copy of its Provider Claim Dispute Policy within 45 days of receipt of a claim. The policy may be mailed with a remittance advice, provided the remittance is sent within 45 days of receipt of a claim.
3. That the Provider Claim Dispute Policy shall specify that all claim disputes challenging claim payments, denials, or recouments shall be filed in writing with the Contractor no later than 12 months from the date of service, 12 months after the date of eligibility posting or within 60 days after the payment, denial, or recoument of a timely claim submission, whichever is later.
4. The Provider Claim Dispute Policy shall specify a physical local address in Arizona for the submission of all provider claim disputes and hearing requests.
5. That specific individuals are appointed with authority to require corrective action and with requisite experience to administer the claim dispute process.
6. The Contractor shall develop and maintain a tracking log for all claim disputes containing sufficient information to identify the Complainant, date of receipt, nature of the claim dispute, resolution of the claim dispute and the date of resolution.
7. That claim disputes are acknowledged in writing and within five business days of receipt.
8. Claim disputes are thoroughly investigated using the applicable statutory, regulatory, contractual and policy provisions, ensuring that relevant facts are obtained from all parties.
9. All documentation received by the Contractor during the claim dispute process is dated upon receipt.

## SECTION F: ATTACHMENTS

### ATTACHMENT F2:

#### PROVIDER CLAIM DISPUTE STANDARDS

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10. All claim disputes are filed in a secure, designated area and are retained for five years following the Contractor's decision, the AHCCCS decision, judicial appeal or close of the claim dispute, whichever is later, unless otherwise provided by law.
11. The Provider Claim Dispute Policy shall specify a copy of the Contractor's Notice of Decision (Decision) shall be mailed to all parties no later than 30 days after the provider files a claim dispute with the Contractor unless the provider and Contractor agree to a longer period. The Decision shall include and describe in detail the following:
  - a. The nature of the claim dispute.
  - b. The specific factual and legal basis for the dispute, including but not limited to, an explanation of the specific facts that pertain to the claim dispute, the identification of the member name, pertinent dates of service, dates and specific reasons for Contractor denial/payment of the claim, and whether or not the provider is a contracted provider.
  - c. An explanation of 1) how the Contractor applies the relevant and specific facts in the case to the relevant laws to support the Contractor's decision and 2) the applicable statutes, rules, contractual provisions, policies, and procedures, if applicable. Reference to general legal authorities alone is not acceptable.
  - d. The Provider's right to request a hearing by filing a written request to the Contractor no later than 30 days after the date the provider receives the Decision.
  - e. If the claim dispute is overturned, in full or in part, the requirement that the Contractor shall reprocess and pay the claim(s) in a manner consistent with the decision within 15 business days of the date of the Decision.
12. If the provider files a written request for hearing, the Contractor shall ensure that the hearing request and supporting documentation is submitted to the AHCCCS Office of Administrative Legal Services (OALS), as specified by ACOM Policy 445 and Attachment F3, Contractor Chart of Deliverables.
13. If the Contractor upholds a claim dispute and a request for hearing is subsequently filed, the Contractor shall review the matter to determine why the request for hearing was filed and resolve the matter when appropriate.
14. If the Contractor's Decision regarding a claim dispute is reversed, in full or in part, through the appeal process, the Contractor shall reprocess and pay the claim(s) in a manner consistent with the Decision, with any applicable interest, within 15 business days of the date of the Decision.
15. If the Contractor or the State fair hearing decision reverses a decision to deny, limit or delay services not furnished during the claim dispute or the pendency of the hearing process, the Contractor shall authorize or provide the services promptly and as expeditiously as the member's health condition requires but no later than 72 hours from the date it receives the notice reversing the determination [42 CFR 438.424]. Services shall be authorized within the above timeframe irrespective of whether the Contractor contests the decision.

[END OF ATTACHMENT F2: PROVIDER CLAIMS DISPUTE STANDARDS]

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**SECTION F: ATTACHMENTS**

**ATTACHMENT F3:**

**CONTRACTOR CHART OF DELIVERABLES**

**CONTRACT/RFP NO. YH19-0001**

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**ATTACHMENT F3: CONTRACTOR CHART OF DELIVERABLES**

The following table is a summary of the periodic reporting requirements for the Contractor and is subject to change at any time during the term of the Contract. The table is presented for convenience only and should not be construed to limit the Contractor's responsibilities in any manner. Content for all deliverables is subject to review. The submission of late, inaccurate, or incomplete data shall be subject to the penalty provisions described in Section D, Paragraph 68, Administrative Actions.

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

All deliverables which are noted to be submitted via SharePoint are to be submitted to the SharePoint Contract Compliance site at: [compliance.azahcccs.gov](http://compliance.azahcccs.gov). Should AHCCCS modify any deliverables, or the submission process for deliverables, AHCCCS shall provide a notice of instruction to the Contractor outlining changes to the deliverable.

All deliverables indicated with a "\*\*\*" shall be submitted via one combined deliverable for both the ACC and RBHA Contracts. These deliverables shall distinctly speak to each Line of Business as applicable, including any specific requirements. Deliverables shall be submitted as specified in the "Submitted Via" column of the chart of deliverables. For example, if a "\*\*\*" deliverable indicates it shall be submitted via SharePoint, the Contractor shall submit the "\*\*\*" deliverable on the ACC SharePoint site, addressing both ACC and RBHA requirements throughout. There would be no submission on the RBHA SharePoint for this deliverable.

Refer to Section F, Attachment F3, Contractor Chart of Deliverables in the separately attached Excel document.

[END OF ATTACHMENT F3: CONTRACTOR CHART OF DELIVERABLES]

[END OF SECTION F: ATTACHMENTS]

**SECTION G: CERTIFICATIONS OF OFFEROR AND DISCLOSURE INFORMATION TEMPLATE - RESERVED**

[END OF SECTION G: RESERVED]

**SECTION H: INSTRUCTIONS TO OFFERORS - RESERVED**

[END OF SECTION H: RESERVED]

**SECTION I: EXHIBITS - RESERVED**

[END OF SECTION I: RESERVED]