

1. AMENDMENT #:	2. CONTRACT #: YH18-0002	3. EFFECTIVE DATE OF AMENDMENT: October 1, 2018	4. PROGRAM DHCM – EPD NT-19
5. CONTRACTOR NAME AND ADDRESS:			
6. PURPOSE: To amend the Contract for the period October 1, 2018 through September 30, 2019 and to amend Section B, Capitation Rates and Contractor Specific Requirements, Section C, Definitions, Section D, Program Requirements, Section E, Contract Terms and Conditions, and Section F, Attachments.			
<p>7. THE ABOVE REFERENCED CONTRACT IS HEREBY AMENDED AS FOLLOWS:</p> <ul style="list-style-type: none"> ➤ Section B, Capitation Rates and Contractor Specific Requirements ➤ Section C, Definitions ➤ Section D, Program Requirements ➤ Section E, Contract Terms and Conditions ➤ Section F, Attachments ➤ Section G, <i>Reserved</i> ➤ Section H, <i>Reserved</i> ➤ Section I, <i>Reserved</i> ➤ Section J, <i>Reserved</i> <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> <p>Refer to the individual Contract sections for specific changes.</p>			
<p>8. Authority: AHCCCS is duly authorized to execute and administer agreements pursuant to A.R.S. §36-2903 et seq. and §36-2932 et seq. These contracts/amendments are exempt from the Procurement Code pursuant to A.R.S. §41-2501(H) (as effective on July 1, 2016).</p> <p>EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT NOT HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL EFFECT.</p> <p>IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT</p>			
9. SIGNATURE OF AUTHORIZED REPRESENTATIVE: DO NOT SIGN SEE SEPARATE SIGNATURE PAGE		10. SIGNATURE OF AHCCCS CONTRACTING OFFICER: DO NOT SIGN SEE SEPARATE SIGNATURE PAGE	
TYPED NAME:		TYPED NAME:	
TITLE:		TITLE:	
DATE:		DATE:	

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SECTION B.

CAPITATION RATES AND CONTRACTOR SPECIFIC REQUIREMENTS

Contract/RFP No. YH18-0002

SECTION B: CAPITATION RATES AND CONTRACTOR SPECIFIC REQUIREMENTS

Capitation Rates: Exempt

For Contractor Specific Requirements, refer to the ALTCS EPD Title XIX Contract YH18-0001.

SECTION C: DEFINITIONS

HOUSING REFERRAL

A written authorization from the Contractor for the provision of covered services to an eligible member. The Housing Referral will constitute the agreement of the provider to provide services identified in the tenant’s Service Plan. Housing Referrals will be in such form and format determined by the Contractor.

SUPPORTED HOUSING SERVICES

Services, as defined in the AHCCCS Covered Behavioral Health Services Guide that are provided to assist individuals or families to obtain and maintain housing in an independent community setting including the person’s own home or apartments and homes that are owned or leased by a subcontracted provider. These services may include: Utility subsidies, Relocation services to a person or family for the purpose of securing and maintaining housing, employment services, budget and finance counseling, and eviction prevention.

SUPPORTIVE HOUSING

Housing, as defined in 24 CFR Part 583, in conjunction with which supportive services are provided for tenants if the housing is safe and sanitary and meets any applicable State and local housing codes and licensing requirements in the jurisdiction in which the housing is located and the requirements of this part; and the housing is transitional housing; safe haven; permanent housing for homeless persons with disabilities; or is a part of, a particularly innovative project for, or alternative method of, meeting the immediate and long-term needs of homeless persons and families.

[END OF SECTION C: DEFINITIONS]

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

This Contract describes the responsibilities for provision of Non-Title XIX services for Title XIX ALTCS E/PD members with an SMI designation who are accessing behavioral health services. In addition, this Contract provides for State only funded pregnancy termination services for all ALTCS E/PD members regardless of SMI designation.

The Contractor shall ensure the delivery of medically necessary and clinically appropriate covered behavioral health services to eligible members based on availability of funding and in conformance with the AHCCCS Covered Behavioral Health Services Guide.

Based on funding availability, the U.S. Government may make additional grant funding available to AHCCCS for the populations served under this Non-Title XIX Contract ("Future Grant"). At its sole discretion, AHCCCS may notify the Contractor in writing of an offer to become a sub-recipient of the Future Grant and the requirements of the Future Grant. Should the Contractor agree to be a sub-recipient of the Future Grant, it shall notify AHCCCS in writing of the acceptance of AHCCCS' offer. The Contractor's acceptance of this grant funding shall amend this Contract to obligate the Contractor to fulfill all requirements of the Future Grant ("Future Grant Amendment"). All other provisions of this Contract shall remain unchanged and shall apply to any Future Grant Amendment. If a provision of the Future Grant Amendment conflicts with this Contract, the Future Grant Amendment shall control.

This Contract hereby incorporates by reference the Title XIX Contract YH18-0001, which includes any and all of its Contract amendments, the Contractor's Proposal, best and final offer accepted by AHCCCS, and any approved subcontracts, thereto.

2. SCOPE OF SERVICES

To the extent not covered by the Title XIX YH18-0001 Contract, the Contractor agrees to provide the following services for all ALTCS E/PD members regardless of SMI designation:

Pregnancy Terminations: Pregnancy terminations which are medically necessary according to the medical judgment of a licensed physician who attests that continuation of the pregnancy could reasonably be expected to pose a serious physical or behavioral health problem for the pregnant member by:

1. Creating a serious physical or mental health problem for the pregnant member,
2. Seriously impairing a bodily function of the pregnant member,
3. Causing dysfunction of a bodily organ or part of the pregnant member,
4. Exacerbating a health problem of the pregnant member, or
5. Preventing the pregnant member from obtaining treatment for a health problem.

Conditions, Limitations and Exclusions: The attending physician must acknowledge that a pregnancy termination has been determined medically necessary by submitting the *Certificate of Necessity for Pregnancy Termination* and clinical information that supports the medical necessity for the procedure, as referenced in AMPM Policy 410. This form must be submitted to the appropriate assigned Contractor Medical Director or designee for enrolled pregnant members, or the AHCCCS Chief Medical Officer or designee for Fee-For-Service (FFS) members. The Certificate must certify that, in the physician's professional judgment, one or more of the above criteria have been met.

Pregnancy terminations must be provided in compliance with AMPM Policy 410.

All outpatient medically necessary covered services related to the pregnancy termination, for dates of service only on the day the pregnancy was terminated, will be considered for reimbursement at 100% of the lesser of the contractors paid amount or the AHCCCS Fee Schedule amount. Adjudicated encounters for these covered services provided to enrolled members will be used to determine reimbursement.

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. The Contractor shall submit a Proposal addressing members' access to services. AHCCCS does not intend to offer the services on a Fee-For-Service basis to the Contractor's members. If AHCCCS does not approve the Contractor's Proposal, AHCCCS will disenroll members who are seeking these services from the Contractor and assign members to another Contractor [42 CFR 438.56]. The Proposal must:

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 must immediately develop a policy implementing the Proposal along with a notification to members of how to access these services. The notification and policy must be consistent with the provisions of 42 CFR 438.10 and shall be approved by AHCCCS prior to dissemination. The notification must be provided to newly assigned members within 12 days of enrollment, and must be provided to all current members at least 30 days prior to the effective date of the Proposal [42 CFR 438.102(a)(2)a].

The Contractor agrees to provide the following Non-Title XIX services for Title XIX ALTCS E/PD members with an SMI designation:

The Contractor shall ensure the delivery of medically necessary and clinically appropriate covered behavioral health services to eligible members based on availability of funding and in conformance with the AHCCCS Covered Behavioral Health Services Guide. See also AMPM Exhibit 300-2.

Auricular Acupuncture: The application by a certified acupuncturist practitioner pursuant to: A.R.S. §32-3922 of auricular acupuncture needles to the pinna, lobe or auditory meatus to treat alcoholism, substance use or chemical dependency.

Supported Housing: Supported housing services are provided to assist individuals or families to obtain and maintain housing in an independent community setting including the person's own home or apartments and homes owned or leased by a subcontracted provider. These services include rent and/or utility subsidies, and relocation services to a person or family for the purpose of securing and maintaining housing.

The Contractor shall subcontract with non-profit organizations to administer housing vouchers for rent, subsidies for utilities, relocation services, move-in assistance, and eviction prevention within the Contractor's Geographic Service Area(s) (GSA). The subcontractors shall be eligible to serve as Housing Providers and grantees for HUD funded grant programs to ensure compliance with HUD standards. The Contractor shall ensure that contracted Housing Providers identify, screen and refer members with an SMI designation and refer the prospective tenant to the available housing using the process determined by the Contractor. Housing Provider staff is required to have knowledge of Federal and State funding regulations.

The Contractor shall require Housing Providers to employ a sufficient number of staff qualified to perform the following, including but not limited to:

1. Assisting members with understanding lease agreements,
2. Assisting members with financial responsibilities, and
3. Identifying coordination opportunities with case managers

For appeals related to supported housing services for members with an SMI designation, refer to RFP Section J, Paragraph 3, Grievance and Appeal System.

Housing related grievances and requests for investigation for persons with an SMI designation must be addressed in accordance with ACOM Policy 446.

The Contractor shall follow the Substance Abuse and Mental Health Services Administration (SAMHSA) model for permanent supportive housing programs as outlined below:

1. State Funded Supported Housing Programs
AHCCCS supports permanent supportive housing and has adopted the Substance Abuse and Mental Health Services Administration (SAMHSA) model for permanent supportive housing programs.
2. The 12 Key Elements of the SAMHSA Permanent Supportive Housing Program are:
 - a. Tenants have a lease in their name, and, therefore, they have full rights of tenancy under landlord-tenant law, including control over living space and protection against eviction.
 - b. Leases do not have any provisions that would not be found in leases held by someone who does not have a psychiatric disability.
 - c. Participation in services is voluntary and tenants cannot be evicted for rejecting services.

- d. House rules, if any, are similar to those found in housing for people who do not have psychiatric disabilities and do not restrict visitors or otherwise interfere with a life in the community.
- e. Housing is not time-limited, and the lease is renewable at tenants' and owners' option.
- f. Before moving into Permanent Supportive Housing, tenants are asked about their housing preferences and are offered the same range of choices as are available to others at their income level in the same housing market.
- g. Housing is affordable, with tenants paying no more than 30 percent of their income toward rent and utilities, with the balance available for discretionary spending.
- h. Housing is integrated. Tenants have the opportunity to interact with neighbors who do not have psychiatric disabilities.
- i. Tenants have choices in the support services that they receive. Tenants are asked about their choices and can choose from a range of services, and different tenants receive different types of services based on their needs and preferences.
- j. As needs change over time, tenants can receive more intensive or less intensive support services without losing their homes.
- k. Support services promote recovery and are designed to help tenants choose, get, and keep housing.
- l. The provision of housing and the provision of support services are distinct.

The Contractor shall comply with the following requirements to effectively manage limited housing funds in providing supported housing services to eligible members. See the AHCCCS Covered Behavioral Health Services Guide for additional information on Supported Housing. The Contractor:

1. Shall accept all persons with an SMI designation into a State Funded Housing Program subject to funding availability.
2. Shall ensure Housing is safe, stable, and consistent with the member's recovery goals and be the least restrictive environment necessary to support the member. Shelters, hotels, and similar temporary living arrangements do not meet this expectation.
3. Shall not actively refer or place individuals in a Homeless shelter, licensed Supervisory Care Homes, unlicensed board and care homes, or other similar facilities.
4. May charge up to, but not greater than, 30% of a tenant's income towards rent. If a rent payment is increased in State funded housing programs, the Contractor must provide the tenant with a 30 day notice at the time of the tenant's annual recertification.
5. Shall not use housing allocations for room and board charges in residential treatment settings. However, the Contractor may allow residential treatment settings to establish policies which require that persons earning income contribute to the cost of room and board.
6. May provide move-in assistance and eviction prevention services to those members in permanent housing. When move-in assistance is provided, the Contractor must prioritize assistance with deposits and payment for utilities over other methods of assistance, such as move-in kits or items such as pots and pans, dishes, and sheets. The Contractor must not use housing allocations or other funding received from AHCCCS to purchase furniture.
7. Shall ensure that contracted providers deliver a range of housing services and present available options for housing to persons with an SMI designation consistent with the individual's goals and needs in the Individual Service Plan.

The Contractor is required to contract with Housing Providers trained in applying the following standards and practices:

1. Housing Quality Standards (HQS) for inspections,
2. Fair housing laws,
3. The Arizona Residential Landlord Tenant Act,
4. Use of the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT) assessment tools,
5. Fundamentals of the SAMHSA Permanent Supportive Housing program, and
6. Current and emerging tools and best practices.

Traditional Healing Services: Treatment services for mental health or substance use problems provided by qualified traditional healers. These services include the use of routine or advanced techniques aimed to relieve the emotional distress evident by disruption of the person's functional ability.

3. GRIEVANCE AND APPEAL SYSTEM

The Contractor shall implement and administer an SMI Grievance and Appeal System for members, subcontractors, and providers which include processes for the following:

1. SMI Grievance,
2. SMI Appeal, and
3. Provider Claim Disputes for Non-Title XIX services for Title XIX members with an SMI designation (Claim Disputes)

The Contractor shall ensure an SMI Grievance and Appeal System that complies with all applicable requirements in the federal and State laws and regulations, AHCCCS' Contractor Operations Manual, AHCCCS Medical Policy Manual, and the requirements under this Contract.

The Contractor shall not delegate or subcontract the administration or performance of the SMI Grievance and SMI Appeal processes.

The Contractor shall:

1. Provide written notification of the Contractor's Grievance and Appeal System processes to all subcontractors and providers at the time of entering into a subcontract.
2. Provide written notification with information about Contractor's SMI Grievance and Appeal System to members in the Member Handbook in conformance with ACOM Policy 406.
3. Provide written notification to members at least 30 days prior to the effective date of a change in a SMI Grievance and Appeal System policy.
4. Administer all SMI Grievance and Appeal System processes competently, expeditiously, and equitably for all members, subcontractors, and providers to ensure that SMI Grievances and Appeals, and Claim Disputes are effectively and efficiently adjudicated and/or resolved.
5. Continuously review SMI Grievance and Appeal System data to identify trends and opportunities for system improvement; take action to correct identified deficiencies; and otherwise implement modifications which improve SMI Grievance and Appeal System operations and efficiency.

6. Shall have professional, paraprofessional, and clerical/administrative resources necessary to represent the Contractor's, subcontractors and/or provider's interests for Grievance and Appeal System cases that rise to the level of an administrative or judicial hearing or proceeding, except for a claim dispute. In the event of a claim dispute, the Contractor and the claimant are responsible to provide the necessary professional, paraprofessional, and administrative resources to represent each of its respective interest. Absent written agreement to the contrary, the Contractor shall be responsible for payment of attorney fees and costs awarded to a claimant in any administrative or judicial proceeding.
7. Provide AHCCCS with any SMI Grievance and Appeal System information, report, or document within the time specified within AHCCCS' request.
8. Fully cooperate with AHCCCS in the event AHCCCS decides to intervene in, participate in, or review any Notice, SMI Grievance, SMI Appeal, or Claim Dispute or any other Grievance and Appeal System process or proceeding. The Contractor shall comply with or implement any AHCCCS directive within the time specified pending formal resolution of the issue.
9. Regularly review SMI Grievance and Appeal System data to identify members that utilize Grievance and Appeal System processes at a significantly higher rate than others.
10. Conduct a review and take any clinical interventions, revisions to service planning or referrals to the member's Case Manager as indicated when the data shows that a particular member is an outlier by filing repetitive grievances and/or appeals. See also, AMPM Policy 320-O.
11. Submit quarterly reports to AHCCCS, in a prior-approved format, of SMI grievances, SMI Appeals, and Claim Disputes as specified in Contractor Chart of Deliverables.

SMI Grievances: The Contractor shall develop and maintain an SMI Grievance process as delineated in A.A.C. Title 9, Chapter 21, Article 4 that supports the protection of the rights of members determined with an SMI designation and has mechanisms to correct identified deficiencies on both an individual and systemic level. The Contractor shall require SMI Grievance investigators to be certified by Council on Licensure, Enforcement and Regulation (CLEAR) or by an equivalent certification program identified by the Contractor, which must be submitted to AHCCCS for prior approval.

SMI Appeals: The Contractor shall implement all SMI appeal processes as delineated in A.A.C. Title 9, Chapter 21, Article 4 in a manner that offers appellants an opportunity to present an appeal in person at a convenient time and location for the member, and provide the privacy required by law. The Contractor shall require all staff facilitating in-person SMI appeal conferences to have training in mediation, conflict resolution, or problem solving techniques.

Claim Disputes: The Contractor shall implement provider claim dispute standards and processes in the same manner as delineated in the Title XIX Contract YH18-0001 Attachment F2, Provider Claim Dispute Standards, and A.A.C. R9-34 Article 4.

4. COMPENSATION

AHCCCS does not intend to prospectively provide funding nor pay on a Per Member Per Month (PMPM) capitation payment basis for services provided related to this Non-Title XIX Contract. AHCCCS intends to reserve a portion of Non-Title XIX SMI General Fund dollars for the Contractor for the provision of services under this Non-Title XIX Contract. The Contractor will access funding through AHCCCS on a cost reimbursement basis including an administrative add on component equivalent to the bid Title XIX administrative percentage. The Contractor shall submit

Attachment F2, Contractor's Expenditure Report (CER) Instructions with supporting documentation for reimbursement of Non-Title XIX SMI General Fund dollars used for Non-Title XIX SMI services. In accordance with A.R.S. §35-190, State General Fund monies are appropriated by legislature and must be expended (based on dates of service) by June 30 of each year at both the Contractor and contracted provider levels.

AHCCCS shall make payments to the Contractor that are conditioned upon the availability of funds authorized, appropriated and allocated to AHCCCS for expenditure in the manner and for the purposes set forth in this Non-Title XIX Contract.

The Contractor is not responsible for the provision of services in excess of the reserved portion of funds set aside for Non-Title XIX SMI services. Likewise, AHCCCS shall not be responsible for payment to the Contractor for any purchases, expenditures, or subcontracts made by the Contractor in excess of reserved funding as communicated by AHCCCS.

The Contractor shall reimburse AHCCCS immediately upon demand all funds not expended in accordance with the terms of this Non-Title XIX Contract as determined by AHCCCS or the Arizona Auditor General.

AHCCCS does not reimburse the Contractor for any Health Insurance Providers Fee payments on Non-Title XIX revenue. Funding is not available for room and board, housing acquisition, or renovation of housing stock.

Non-Title XIX payments are not subject to premium tax.

Profit Limit for Non-Title XIX Funds: There is no allowance for profit on the reserved funds related to this Non-Title XIX Contract.

Other Funding: At its sole discretion, AHCCCS may notify the Contractor in writing of an offer to become a sub-recipient of a Future Grant and the requirements of a Future Grant as outlined in RFP Section J, Paragraph 1, Purpose, Applicability, and Introduction.

5. MEDICARE SERVICES AND COST-SHARING

The Contractor shall utilize State only funds for payment of Medicare Part D copayments for medications on the AHCCCS Drug List for dual eligible members. Such copayments are limited to coverage of medications prescribed by and obtained from in-network providers.

The Contractor shall utilize State only funds for coverage of behavioral health medications during the Medicare Part D coverage gap.

If a request for a medication has been denied by the Medicare Part D plan and the denial has been upheld through the appeals process, the Contractor may elect to utilize State only funds to cover the cost of the non-covered behavioral health Part D medication.

6. ENCOUNTER DATA REPORTING

Submitted encounters for Non-Title XIX services must be submitted in the same manner and timeframes as described in the AHCCCS Encounter Manual.

[END OF SECTION D: NON-TITLE XIX CONTRACT PROVISION]

SECTION E: CONTRACT TERMS AND CONDITIONS

Refer to EPD Title XIX Contract YH18-0001

SECTION F: ATTACHMENTS

ATTACHMENT F1: 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. AHCCCS may assess sanctions if it is determined that late, inaccurate or incomplete data is submitted.

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. Should AHCCCS modify the submission process for deliverables; AHCCCS shall provide a letter of instruction to the Contractor outlining changes to the deliverable submission process.

SECTION F: ATTACHMENTS

ATTACHMENT F1: CONTRACTOR CHART OF DELIVERABLES

Contract/RFP No. YH18-0002

Area	Timeframe	Report	When Due	Contract Section	Contract Paragraph	Reference /Policy	Send To	Submitted Via
BEHAVIORAL HEALTH GRIEVANCE AND APPEALS	Quarterly	Serious Mental Illness (SMI) Grievance, Appeal Member Grievances/Complaints and Provider Claims Dispute Report	30 days after quarter end	Grievance and Appeal System Requirements	Paragraph 3	N/A	Office Chief, BH Grievance and Appeals	SharePoint
DHCM FINANCE	Monthly	Contractor Expenditure Report	15th day of the month following the expenditure report	Section D	Compensation	Exhibit-16	Financial Consultant	BHSInvoices@azahcccs.gov

SECTION F: ATTACHMENTS

ATTACHMENT F2:

CONTRACTOR'S EXPENDITURE REPORT INSTRUCTIONS

CONTRACT/RFP NO. YH18-0002

ATTACHMENT F2: CONTRACTOR'S EXPENDITURE REPORT (CER) INSTRUCTIONS

Refer to the AHCCCS Contractor Guides & Manuals section of the AHCCCS website for the AHCCCS Contractor Expenditure Report (CER) Form and Instructions.

SECTION G: RESERVED

SECTION H: RESERVED

SECTION I: RESERVED

SECTION J: RESERVED