	Notice of Request for Proposal		AHCCCS
	SOLICITATION NO.: YH13-0037		Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700
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Solicitation Contact Person/Procurement Officer:

Jennifer Roberts

Senior Procurement Specialist
Contracts and Purchasing Section
701 E. Jefferson, MD5700
Phoenix, Arizona 85034

Telephone: (602) 417-4629
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E-Mail: Jennifer.Roberts@azahcccs.gov
Issue Date: **Wednesday, December 12, 2012**

LOCATION: ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM ADMINISTRATION (AHCCCS)
Contracts and Purchasing Section (First Floor)
701 E. Jefferson, MD5700
Phoenix, Arizona 85034

DESCRIPTION: **HEALTHCARE IT CONSULTING**

PROPOSAL DUE DATE: **JANUARY 7, 2013** AT 3:00 P.M. ARIZONA TIME

Pre-Proposal Conference: A Pre-Proposal Conference has not been scheduled.

QUESTIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED TO THE SOLICITATION CONTACT PERSON NAMED ABOVE, IN WRITING, VIA **E-MAIL** BY **DECEMBER 19, 2012, 9:00 A.M.** ARIZONA TIME **ON THE QUESTIONS AND ANSWERS FORM** FOUND WITH THE SOLICITATION ON THE AHCCCS WEBSITE:
<http://www.azahcccs.gov/commercial/Purchasing/open.aspx>

In accordance with A.R.S. § 41-2534, which is incorporated herein by reference, competitive sealed proposals will be received at the above specified location, until the time and date cited. Proposals received by the correct time and date will be opened and the name of each Offeror will be publicly read.


Proposals must be in the actual possession of AHCCCS on or prior to the time and date and at the location indicated above.

Late proposals shall not be considered.


Proposals must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All proposals must be typewritten. Additional instructions for preparing a proposal are included in this solicitation document.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the person named above. Requests should be made as early as possible to allow time to arrange the accommodation.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

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OFFER

The undersigned Offeror hereby agrees to provide all services in accordance with the terms and requirements stated herein, including all exhibits, amendments, and final proposal revisions (if any). Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Name: _____

Federal Employer Identification No.:

Phone: _____

E-Mail Address: _____

Fax: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

CERTIFICATION

By signature in the Offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The bidder certifies that the above referenced organization _____ is / _____ is not a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. In accordance with ARS §35-393, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with ARS §35-391, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.


ACCEPTANCE OF OFFER (to be completed by AHCCCS)

Your offer, including all exhibits, amendments and final proposal revisions (if any), contained herein, is accepted. The Contractor is now bound to provide all services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by AHCCCS.

This contract shall henceforth be referred to as Contract No. YH13-0037 - _____.

Awarded this _____ day of _____ 20____.

Michael Veit, as AHCCCS Chief Procurement Officer and not personally

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1. **AHCCCS OVERVIEW**

AHCCCS is the single state Medicaid agency for the State of Arizona. In that capacity it is responsible for operating the Title XIX and Title XXI programs through the State's 1115 Research and Demonstration Waiver, which was granted by the Centers for Medicare and Medicaid Services (CMS), U.S. Department of Health and Human Services. As of May 1, 2012, AHCCCS provided coverage to approximately 1.3 million members.

Over 95% of the AHCCCS program's expenditures are through managed care programs. The AHCCCS Administration contracts with 15 different Managed Care Organizations that are responsible for providing Acute, Long Term Care, and Behavioral Health Services. A list of contracted plans can be found here: <http://www.azahcccs.gov/applicants/healthplans/available.aspx>.

The program has a total fund budget for FY 2012 of approximately \$8.2 billion. AHCCCS has approximately 58,000 active providers such as individual medical and behavioral health practitioners, therapy disciplines, institutions, durable medical equipment companies and transportation entities. AHCCCS has an Intergovernmental Agreement with the Arizona Department of Economic Security (ADES) which provides eligibility determination services for roughly 83% of the AHCCCS population. AHCCCS and ADES receive an average of 140,000 applications per month. Refer to the AHCCCS website for information regarding AHCCCS enrollment statistics, financials and other pertinent information:

<http://www.azahcccs.gov/reporting/default.aspx>. Specifically, information regarding:


- Plan enrollment may be found here:
<http://www.azahcccs.gov/reporting/enrollment/healthplans.aspx>
- AHCCCS health plan payments may be found here:
<http://www.azahcccs.gov/reporting/transparency/default.aspx>
- Health plan financial statements may be found here:
<http://www.azahcccs.gov/reporting/oversight/contractor.aspx>

2. **PROJECT OR SERVICE OVERVIEW/BACKGROUND**

AHCCCS intends to contract with multiple contractors to provide a variety of consultants for information technology services. Individual contractors, as well as consulting companies, are encouraged to submit proposals. Most of the work will be performed at the AHCCCS Central Office located at 801 E. Jefferson Street, Phoenix. The Contractor shall provide any or all of the following described personnel on an as needed basis. There may be multiple contracts awarded under this solicitation and there will be no minimum amount of work guaranteed under any of them. After contracts are awarded, AHCCCS may solicit each contractor whenever a need for one of the consultants described below arises. AHCCCS will review the qualifications of all proposed consultants then available for the assignment and may select one (or more) from those proposed.

3. **LEGAL AUTHORITY**

This solicitation and any resultant contract is being entered into and administered pursuant to A.R.S. 41-2501 et. seq., and administrative rules and regulations A.A.C. R2-7-101 et. seq., that constitute the Arizona Procurement Code.

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4. POSITION DESCRIPTIONS

The Contractor shall provide independent contractors or consultants for the following positions:


4.1 System Developer and /or Tester

Duties: Completes written systems analysis and design tasks that are technical in nature and in full scope of requirements. As directed by team leader, interacts with users, peers, and other technical staff as needed during the requirements analysis, design, development, test review, and implementation of assigned tasks. Develops and/or modifies computer programs of the highest level of complexity. Prepares JCL, or other operating control language required by the environment, as necessary. Performs unit, functional, integration, regression and system testing with minimal supervision. Prepares the following: test data for all required testing, program documentation, and promotes packages and forms. Develops test plans, test scripts and test scenarios to ensure complete testing of requirements. Develops automated test scripts using automated test tools. Creates regression test bed. Participates in training of AHCCCS staff. Applies knowledge of database structure, at the highest level of intricacy, as applicable to the environment of assignment. Assists other programmers with technical tasks. Ensures that departmental standards and procedures are followed in all aspects of completed work assignments. Performs complex analysis of computerized systems development, often interacting with other technical teams. Maintains up-to-date knowledge of business area of assignment, and continually reviews how that business function interacts with the other business functions that form the entire business process.

Experience: Must have detailed knowledge and skills in database concepts and relational methodologies. Must be proficient in all aspects of coding and testing efficient and effective new or existing programs. Must be able to direct other data processing personnel and coordinate project schedules. Must have a minimum of two years experience in a relational database environment (CA-DATACOM preferred), and an additional two years experience in design and programming of structured applications using CA-IDEAL, Cobol II, Visual Basic.NET, C#, T-SQL, SQL Server, Oracle Database, Oracle Forms, or other application development tools in use at AHCCCS, for a total of four years minimum experience. Experience in automated test tools. Must be familiar with structured development concepts, such as top down design and structured walk-through. Must have good interpersonal and communications skills, both verbal and written. Medicaid or Health Care knowledge required. AHCCCS program knowledge preferred.

4.2 Business Analyst

Duties: Works directly with management, technical teams and users to analyze and specify business application. Develops user requirements and/or functional and system specifications using structured design methodologies. Conducts liaison interface between users and technical staff in the areas of systems design, report format, testing, training and implementation.

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Maintains up-to-date knowledge of business areas of assignment, and continually reviews how that business function interacts with other business functions that form the entire business process. Develops complex written Systems Life Cycle documentation covering requirements analysis, systems design, program logic, test plan, conversion, and user manuals.

Experience: Has extensive Medicaid/AHCCCS program knowledge and Structured Systems Development knowledge. Extensive experience in requirements definition, cost/benefit analysis and project management required. Strong verbal communications (training, presentations) and written communications (technical reports) also required. Must have five years minimum experience in health care (three in Medicaid) and as a systems analyst (two in a relational database environment). Must have experience in design and programming of structured applications. Medicaid or Health Care knowledge required. AHCCCS program knowledge preferred.

4.3 Configuration Management Specialist


Duties: Provide strategic and operational configuration management planning, assessment, and implementation. Strategically, may work with management to assesses, develop, and implement best practice configuration management plan for the entire enterprise or specific focus areas. Operationally, work directly with management and technical teams to execute configuration management best practices to the entire technical environment. Audit and reporting of compliance to existing configuration management plan to management. Making recommendations based on findings.

Experience: Must have at least seven years of experience performing each of the following in a large scale production environment: Configuration Management activities identified above, software development, and quality assurance activities. Good oral, written, presentation, and interpersonal skills to interact with staff and management. Medicaid or Health Care knowledge required. AHCCCS program knowledge preferred.

4.4 Independent Verification and Validation Specialist

Duties: Provide strategic and operational Independent Verification and Validation (IV&V) services. Strategic activities include reviewing and/or assessing our entire environment or specific business/subject areas and recommending best practice IV&V methodology, including tools. Operational activities include performing periodic IV&V assessments utilizing a standard protocol/tool covering areas such as governance, project management, quality assurance, operating environment, software development life-cycle, technical environment, and project implementation. Written assessments and reports are required.

Experience: Requires a minimum of five years experience in software quality assurance and two years in performing IV&V services as defined above. Five years of specific experience in the

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discipline (business and/or subject area) covered by the IV&V is required. Good verbal and written skills are necessary as well as working well with teams and a variety of staff from line staff to executive management. Medicaid or Health Care knowledge required. AHCCCS program knowledge preferred.

4.5 Data Warehouse Specialist

Duties: Designs, implements and supports data warehousing. Implements business rules via stored procedures, middleware, or other technologies. Defines user interfaces and functional specifications. Responsible for verifying accuracy of data, and maintaining and supporting the data warehouse. Responsible for the design and implementation of data bases including operational data stores and data marts using industry accepted best practices. Designs and implements data load processes using appropriate tools including ETL software. In addition, this category may include additional areas such as technical architecture development, decision support development, data analysis, data modeling, ETL development, and business requirement analysis.

Experience: Must have a minimum of five years of experience in implementation and support of data warehouse databases and reporting applications in use within the agency. Must be familiar with Oracle/DB, Cognos, and Informatica PowerCenter. Medicaid or Health Care knowledge required. AHCCCS program knowledge preferred.


4.6 Project Management

Duties: Works with management to plan, organize and direct a staff of resources to accomplish defined project objectives, while meeting or exceeding scheduled milestones and stakeholder expectations. Responsible for developing project management plans, project schedules, issue and change tracking processes and managing stakeholder expectations.

Experience: Must have a minimum of five years experience in software engineering and have participated in all phases of the Software Development Lifecycle (SDLC). Must have a minimum of two) years of technical project management experience in the managed health care field. Must be proficient in automated project management software such as MS Project. Must have good interpersonal, verbal and written communication skills; must communicate effectively with technicians, end users and technical management. Medicaid or Health Care knowledge required. AHCCCS program knowledge preferred.

4.7 Enterprise Business Suite (EBS) Support Specialist

Duties: Undertakes complex tasks requiring specific Oracle EBS application skills and project planning/execution abilities. Provides routine and emergency production support. Debugs and resolves application errors to minimize impact to application users. Works with users to ensure

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customer requirements are met while adhering to AHCCCS’s application standards and external regulatory requirements. Ensures that systems are monitored for acceptable performance and makes recommendations for improvements when warranted. Applies patches to EBS product as recommended by vendor. Applies customizations to EBS product as required to meet agency requirements. Performs system upgrades. Provides impact analysis of upgrades and patches to user community. Manages the EBS application configuration including printer setup, user security, Concurrent Manager, etc.

Experience: Must have a minimum of five years of experience in implementation and support of Oracle EBS applications and accounting processes and procedures in use within the agency. Must be proficient in the installation and testing of Oracle EBS software. Expert in utilizing Oracle Support system and tools to resolve issues quickly. Must have good problem-solving skills and techniques. Should be able to analyze EBS database structures and be proficient in query language in order to diagnose issues. Must have good interpersonal, verbal and written communication skills. Medicaid or Health Care knowledge required. AHCCCS program knowledge preferred.


4.8 Database Administrator

Duties: Works with management and technical teams to design database structures to meet business requirements. Performs maintenance functions for given database(s) including physical and/or logical structure, definitions/descriptions, and implements backup/recovery facilities. Analyzes database structures, as well as access to the database and recommends changes to enhance performance.

Experience: Must be able to develop database standards, policies and procedures. Must be proficient in the installation and testing of database software. Must have the noted experience with one or more database management systems supported in the AHCCCS environment. Must have a minimum of five years experience in implementation and support, database analysis and design development, maintenance and tuning of CA-DATACOM, Oracle EBS applications, SQL Server or other database systems in use within the agency. Must be able to utilize utilities and tools to identify performance problems. Must have good problem-solving skills and techniques. Should be able to analyze database structures and be proficient in query language in order to recommend necessary changes to improve performance. Must have good interpersonal, verbal and written communication skills. Medicaid or Health Care knowledge required. AHCCCS program knowledge preferred.

4.9 Data Network Technician

Duties: Works with management and technical teams to support the design, implementation and maintenance of communications and Local Area Network (LAN) functions. Performs

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problem identification, analysis, and resolution of hardware, applications software, and network operating systems problems; aids in troubleshooting equipment failures and cabling problems; monitors network activity to minimize bottlenecks and identify capacity issues.

Experience: Must have a minimum of three years experience in data communications and LAN management. Considerable knowledge of complex data communications systems and networking procedures/theory required. Must have knowledge of LAN optimization techniques. Must have knowledge of Voice Over IP, IP Telephony and Quality of Service. Must be able to design, develop and maintain high-speed analog and digital data communication network facilities. Must be able to design, develop and install complex LAN networks. Must be familiar with troubleshooting tools such as network monitors and network analyzers. Must be able to troubleshoot Quality of Service, Voice Over IP and IP telephony issues. Requires knowledge of LAN's and WAN's in addition to PC's. Must be skilled in trouble-shooting and diagnosing equipment and network system failures and weaknesses. Medicaid or Health Care knowledge required. AHCCCS program knowledge preferred.


4.10 Personal Computer Technician

Duties: Works with users to insure hardware/software are maintained in a fashion to insure all personnel are capable of completing their assigned duties in a professional and timely manner. Performs maintenance functions to include but not limited to PC & printer teardown and setup, software installs, and troubleshooting functions as needed. Provide support for Thin Client equipment in a Citrix environment. General data entry for documentation and inventory updates.

Experience: Minimum one year, prefer one to three years experience providing desktop support in a networked environment. Areas of proficiency should include PC hardware and software trouble shooting and diagnosis. Person must have the ability to work with customers on a one to one basis either in person or by telephone to understand and resolve issues. A+ certification is a plus. Ability to work with management to review and evaluate equipment to be used within the agency as needed. Medicaid or Health Care knowledge required. AHCCCS program knowledge preferred.

4.11 Network Architect

Duties: Provides expert level analysis of voice, video, and/or data communications networks, including planning, designing, evaluating, selecting, and upgrading operating systems and protocol suites and configuring communication media with concentrators, bridges, and other devices. Plans network layouts and configures systems to support user requirements. Analyzes network topologies and traffic and capacity requirements. Supports the acquisition of hardware and software as well as subcontractor services as needed. Performs network administration duties as needed.

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Experience: Bachelor’s degree required, Master’s degree preferred and ten years experience including enterprise experience in design and engineering complex network solutions to achieve optimal scalability, redundancy, security, performance and functionality. Must have demonstrated proficiency in project management and network support/design. CCNP and CCDP credentials are required. CCIE or CCDE are preferred. Medicaid or Health Care knowledge required. AHCCCS program knowledge preferred.

4.12 Technical Writing Specialist


Duties: Works with end-users, management, and technical teams to produce end-user and technical support documentation, policies, procedures, and standards.

Experience: Must have at least four years in a technical writing position. Must be skilled in the use of PC’s and desktop publishing software; must possess a strong knowledge of word processing and desktop publishing concepts, techniques and practices; must be skilled at performing comprehensive research and analysis. Must have a basic knowledge of data processing methods, concepts and practices. Must be proficient in editing and proofreading techniques and conventions. Should have knowledge of online documentation techniques and practices. Knowledge of information systems, health care systems, Information Mapping methodology and practices is a plus. Medicaid or Health Care knowledge required. AHCCCS program knowledge preferred.

4.13 Security Architect

Duties: Develop strategic enterprise security plan through evaluation of existing business priorities, risks, assessments, and threats. Perform a variety of security audits/assessments, which among other things may include risk assessments, gap analyses, network and infrastructure reviews, intrusion/penetration testing, application assessments, and mobile device reviews. Provide a clear, unbiased view of the information security posture of the organization with detailed findings which may include: vulnerability description, risk level, affected systems, business impact, remediation recommendations, remediation difficulty, and remediation status, strategic next steps and roadmap. Provide written plans and recommendation to Management. May involve working with team(s) to resolve identified infrastructure and network security issues.

Experience: Must have a minimum of seven years strategic and operational information security experience in the duties described above. Thorough understanding of both HIPAA Privacy and Security rules as well as industry standards are required. Computer network and internet security engineering with demonstrable experience in security system troubleshooting and implementation. Enterprise experience in design and engineering complex network solutions to achieve optimal scalability, redundancy, security, performance and functionality. Must have

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demonstrated proficiency in project management and network support/design. Medicaid or Health Care knowledge required. AHCCCS program knowledge preferred.

4.14 Practice Expert


Duties: Works with management to provide expert knowledge in technical and/or Medicaid business disciplines. Utilize technical expertise to provide technical assessments, resolve and implement complex technical problems, and/or analyze/design complex technical architectures. Utilize Medicaid business expertise to provide mandated assessments (e.g., Health Insurance Portability and Accountability Act (HIPAA), Medicaid Information Technology Architecture (MITA), American Recovery and Reinvestment Act, Patient Portability and Accountable Care Act), analysis, and reviews. May coordinate complex projects and/or provide strategic support to IT management.

Experience: Must have a minimum of seven years experience in developing software in a large scale production environment and/or seven years of Medicaid experience. Working knowledge of HIPAA, MITA, Health Information Technology (HIT), Health Information Exchange (HIE), Health Insurance Exchange (HIX), and Clinical Quality Reporting a plus. Strong problem solving and analytical skills are necessary. Configuration management is desirable. Must have good interpersonal, verbal and written communication skills; must communicate effectively with technicians, end users, and management. AHCCCS program knowledge preferred.

4.15 Imaging Specialist

Duties: Completes written systems analysis and design tasks that are technical in nature and in full scope of requirements. As directed by team leader, interacts with users, peers, and other technical staff as needed during the requirements analysis, design, development, test review, and implementation of assigned tasks. Responsible for ensuring that imaged documents adhere to standards and the imaging plan. Recommends and manages future enhancements and developments of the document imaging system. Provides technical support, training and documentation. Ensures that all system enhancements and related business processes include the use of document imaging technology where appropriate and recommend enhancements to improve the use of document imaging.

Experience: Expert in software such as Westbrook's Fortis Electronic Document Management and Kofax's Capture, as well as Indicius software. Must be familiar with structured development concepts, such as top down design and structured walk-through. Must have good interpersonal and communications skills, both verbal and written. Medicaid or Health Care knowledge required. AHCCCS program knowledge preferred.

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4.16 MDM Specialist

Duties: Completes written systems analysis and design tasks that are technical in nature and in full scope of requirements. As directed by team leader, interacts with users, peers, and other technical staff as needed during the requirements analysis, design, development, test review, and implementation of assigned tasks. Develop and implement strategies and methodologies in support of Master Data Management initiatives. Implement tools and policies to ensure clear, concise, consistent data, across all systems, in support of business processes and decision making. Provide strategies and solutions to manage alignment of business data requirements with the Data Management Infrastructure.

Experience: Four years of experience in providing support and implementing MDM solutions. Solid understanding of Master Data Management principles. Must be familiar with structured development concepts, such as top down design and structured walk-through. Must have good interpersonal and communications skills, both verbal and written. Medicaid or Health Care knowledge required. AHCCCS program knowledge preferred.

4.17 Pass Through


AHCCCS occasionally has a need to pass an independent consultant through one of our existing vendors. If interested in working with us in this capacity, please submit the pass through fee you require in the form of a flat hourly fee on the Pricing Schedule.

4.18 Optional Add-On Services

The contractor may submit a catalog of job descriptions, especially for more experienced and technically competent consultants not included in this Scope of Work, with a minimum and maximum of experience and education. This catalog shall include an hourly billing rate for all positions for which the contractor wishes to be considered for optional information technology personnel. All personnel assigned by the contractor shall meet the minimum requirements indicated on the job descriptions provided. AHCCCS reserves the right to request a resume and/or interview prior to accepting any staff under this agreement.

4.19 Fingerprinting and Security Clearance Check Requirements

- 4.19.1 The Contractor and its personnel shall pass a security clearance check.
- 4.19.2 The Contractor shall comply with AHCCCS HR Procedure #832 as may be amended (SEE EXHIBIT E) requiring the Contractor and its personnel working on or assigned to AHCCCS projects to be fingerprinted for the purpose of state and federal criminal history background check. Fingerprinting will be done at the AHCCCS central office.


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- 4.19.3 All costs associated with the fingerprinting are the responsibility of the Contractor. The Contractor may, at its option, pass these costs on to its personnel. As of December 2012, the fee to obtain a Fingerprint Clearance Card is \$67.
- 4.19.4 The Contractor and its personnel working on or assigned to AHCCCS projects shall apply for fingerprint clearance card within seven (7) working days of assignment to AHCCCS project for the purpose of obtaining a state and federal criminal records check.
- 4.19.5 The Contractor and its personnel shall disclose to AHCCCS, in writing, any change in criminal history status within three days (3) of the change.
- 4.19.6 The Contractor and its personnel working on or assigned to AHCCCS projects shall submit a full set of fingerprints and undergo a review of the personnel's criminal history report at least every (5) years.
- 4.19.7 Results of the fingerprint checks will be held in strict confidence and due to the sensitivity of the information, made available only on a need to know basis.

4.20 PROJECT ASSIGNMENT AND ACCEPTANCE


FOR SPECIFIC CONSULTING PROJECTS:

- 4.20.1 For each consulting project, AHCCCS shall issue to the Contractor a TASK ORDER, which will provide a description of the work to be performed. The task order shall specify all project deliverables, the deadlines for their submission and the person(s) to whom they are to be submitted. The task order will also include any other milestones deemed appropriate to the project.
- 4.20.2 Upon receiving notice of the task order, the Contractor shall provide a written response to AHCCCS containing the following information:
 - 1) A detailed project management plan which includes the name of the contact person and the names and qualifications of all staff, designated by position, to be assigned to the project.
 - 2) An all-inclusive project price estimate detailing the estimated number of hours, by position and any other related project costs.
- 4.20.3 AHCCCS will review the Contractor's response to determine if, when and how to proceed with the project and will notify the Contractor as appropriate. AHCCCS reserves the right to accept and/or reject Contractor's project plan, personnel, and/or project cost estimates.
- 4.20.4 The Contractor's preparation and submission of a task order proposal is not a reimbursable service. The Contractor is cautioned not to begin work on any project until the Contractor

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has been notified by AHCCCS of the acceptance of the Contractor's project plan and an amendment has been executed adding the project to the contract.

- 4.20.5 Once a project proposal has been submitted by the Contractor and accepted by AHCCCS, the Contractor shall not exceed the approved timeline or approved costs without prior approval from AHCCCS. If prior approval is not received, the Contractor will not be paid in excess of the approved amount. If timelines are not met, and the Contractor does not advise AHCCCS of the delay prior to the due date and receive permission for the delay, AHCCCS may assess a penalty not to exceed 10% of the approved cost of the project.
- 4.20.6 In the event AHCCCS requires any change(s) to the scope of work to be performed under a specific project, the Contractor shall submit a revised project cost estimate to AHCCCS within a mutually agreed upon timeframe. The revised project proposal shall include: changes and/or adjustments to the scope of work, including adjustments to timeframes for completion of the project; and an all-inclusive project price estimate supported by a cost breakdown detailing the estimated number of hours by position and any other related costs required to complete the project as changed by AHCCCS.
- 4.20.7 The Contractor will not be reimbursed for internal consultation with other Contractor staff unless identified in the project proposal. In addition, AHCCCS shall not reimburse the Contractor for costs related to educating the Contractor's staff to perform tasks required in this Contract.
- 4.20.8 When a response to a task order is accepted by AHCCCS, a unilateral amendment to the successful respondent's contract will be added containing the response.
- 4.20.9 Once a task order has been awarded to the contractor, all services are subject to review, evaluation and acceptance by AHCCCS. The AHCCCS division responsible for any given project shall be designated as the division responsible for accepting the Contractor's work, but is not empowered to change any of the terms or conditions of the Contract. Any changes to the contract scope of work, terms or conditions cannot be completed except by the procurement officer through a written amendment.
- 4.20.10 Any work performed by the Contractor that AHCCCS does not accept shall not be compensated by AHCCCS. At AHCCCS' option, the Contractor may be required to correct, reconstruct or otherwise redo substandard work to bring it into conformance with acceptable standards.
- 4.20.11 Upon notice from AHCCCS, the Contractor shall take any recommended corrective action that results from monitoring findings. Such corrective action shall be commenced and completed within timeframes determined by AHCCCS.

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FOR HOURLY PERSONNEL

4.20.12 For each independent contractor needed to work within AHCCCS on an hourly basis, the AHCCCS division will issue to the Contractor(s) a task order, which will provide a description of the work to be performed and the requirements of the personnel needed. A unilateral contract amendment shall not be necessary for work under this paragraph.

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1. PRICING

- a. Offerors shall provide proposed hourly rates on EXHIBIT A for Information Technology Consultants in the format identified in this section. The rates shall be inclusive of all costs associated with the delivery of the service including staff time, insurance, and administrative costs.
- b. Offerors are not required to submit rates for each position category in order to be considered for a contract award.
- c. In addition to the positions listed on the Pricing Schedule, as stated in # 4.18 of the Scope of Work, Offerors may propose rates for personnel types not listed on the Pricing Schedule. Do not propose rates for any administrative/clerical personnel.

2. TRAVEL REIMBURSEMENT

Should travel be required and prior approved, it shall be in accordance with State Travel Guidelines. Travel guidelines can be found at <http://www.gao.az.gov/travel/>.

3. OVERTIME

The regular workweek at AHCCCS is Monday through Friday, 40 hours per week. However, Contractor employees assigned under this contract may occasionally be required to work more than 40 hours per week, or to work during the weekend, in order to accommodate AHCCCS workload and assignment of position(s) per requirements. The Contractor will be paid at the regular contracted hourly rates for such work.


4. INVOICES

Invoices shall be submitted to:

AHCCCS Accounts Payable
701 E. Jefferson Street, MD 5400
Phoenix, AZ 85034

The Contractor shall submit duplicate copies of invoices to AHCCCS for work that has been performed in accordance with contract terms and conditions within 30 days of the end of the billing period. Failure to submit invoices within 30 days after providing services may result in payment denial by AHCCCS.

All Contractor invoices must bill for services rendered for periods which match the Information Systems Division (ISD) timekeeping cycle. ISD has a weekly timekeeping cycle where Saturday is the first day of the week and Friday is the last day of the week. The Contractor may bill for up to four weeks on an invoice, so long as the weeks begin on Saturday and end on Friday. The invoices must provide the following information for each line item on the invoice:


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- a. AHCCCS' contract number
- b. Description of services performed
- c. Name of AHCCCS contract person for this agreement
- d. The employee's first and last name
- e. The dates, time, and hours for each week for which services were performed
- f. The rate charged for those hours
- g. The total amount due (number of hours multiplied by the rate)

The only exception to the rules above will be for the beginning and end of fiscal year billings. The fiscal year begins on July 1st and ends on June 30th. Separate invoices, one billing for time on or before June 30th and one for time on or after July 1st, must be submitted when this cutoff day falls in the middle of a weekly period. All invoices for the fiscal year must be received by July 15th.


5. PAYMENT

AHCCCS will pay the Contractor within 30 days of receipt of Contractor's invoice, provided it includes required information and supporting documentation.


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As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.0 **AHCCCS:** The Arizona Health Care Cost Containment System – a managed health care program which pertains to health care services provided pursuant to A.R.S. 36-2903 et seq., and is also the name of the State agency.
- 2.0 **ATTACHMENT:** Any item the Solicitation requires an Offeror to submit as part of the Offer.
- 3.0 **CONTRACT:** The combination of the Solicitation, including the Instructions to Offerors, Contract Terms and Conditions, and Scope of Work; the Offer; any Final Proposal Revisions; any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- 4.0 **CONTRACT AMENDMENT:** A written document signed by the Procurement officer that is issued for the purpose of making changes in the contract.
- 5.0 **CONTRACTOR:** A person who has a contract with AHCCCS.
- 6.0 **DAYS:** Calendar days unless otherwise specified.
- 7.0 **EXHIBIT:** Any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 8.0 **GRATUITY:** A payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 9.0 **HEALTH PLAN:** An organization which contracts with the AHCCCS Administration to administer the provision of a comprehensive package of AHCCCS covered acute and behavioral health care services to AHCCCS members enrolled with the health plan.
- 10.0 **MAY:** Indicates something that is not mandatory but permissible.
- 11.0 **MATERIALS:** All property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 12.0 **OFFER:** A bid, proposal or quotation.
- 13.0 **OFFEROR:** A vendor who responds to a Solicitation.
- 14.0 **PROCUREMENT OFFICER:** The person, or his or her designee, duly authorized by the State and AHCCCS to enter into and administer Contracts and made written determinations with respect to the Contract.

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- 15.0 **PROGRAM CONTRACTOR:** An organization which contracts with the AHCCCS Administration to execute the provision of a comprehensive package of ALTCS covered acute care, behavioral health services and long term care services to ALTCS members enrolled with the program contractor.
- 16.0 **SHALL, MUST:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 17.0 **SHOULD:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the State may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.
- 18.0 **SCOPE OF WORK:** Those provisions of this solicitation which specify the work and/or results to be achieved by the Contractor.
- 19.0 **SOLICITATION:** An Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
- 20.0 **SOLICITATION AMENDMENT:** A written document that is authorized by the Procurement officer and issued for the purpose of making changes to the Solicitation.
- 21.0 **SUBCONTRACT:** Any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 22.0 **STATE:** The State of Arizona.
- 23.0 **STATE FISCAL YEAR:** The period beginning with July 1 and ending June 30.

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1. **Definitions** – all definitions listed in the definition of terms.

2. **Inquiries:**

- 2.1 **Duty to Examine:** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
- 2.2 **Solicitation Contact Person / Procurement Officer:** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation Contact Person or “Procurement Officer”. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation Contact Person/ Procurement Officer as a contact.
- 2.3 **Submission of Inquiries:** The Procurement Officer may require that an inquiry, to include exceptions in the Scope of Work, be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
- 2.4 **Timeliness:** Any inquiry or exception to the Scope of Work shall be submitted as soon as possible and should be submitted no later than the date and time indicated on the Notice of Request for Proposal (RFP front page) for review and determination by AHCCCS. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment. No exceptions to the terms and conditions or other parts of this solicitation will be considered.
- 2.5 **No Right to Rely on Verbal Responses:** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.
- 2.6 **Solicitation Amendments:** The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7 **Pre-Offer Conference:** If a Pre-Offer Conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions they may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

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2.8 Persons With Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation Contact Person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation:

3.1 Forms: No Facsimile or Telegraphic Offers: An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the forms. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.

3.2 Typed Offer; Corrections: The Offer shall be typed. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.


3.3 Evidence of Intent to be Bound: The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, may result in rejection of the Offer.

3.4 Exceptions to the Scope of Work:


3.4.1 If Offerors take any exception to language in the Scope of Work, such exception shall be submitted to the Procurement Officer by the date and time indicated on the front of the RFP (Notice of Request for Proposal). This will allow the Procurement Officer to review all exceptions and, if applicable, afford any approved exceptions to all other potential Offerors.

3.4.2 If an Offeror includes, in their proposal, exceptions, not covered by paragraph 3.4.1, above, such exceptions shall be null, void and without force and shall not be considered, and may negatively affect AHCCCS' proposal evaluation based on the published evaluation criteria or may result in rejection of the proposal.

3.4.3 To the extent they are inconsistent with the terms of the Solicitation, the Offeror's preprinted or standard terms will not be considered by AHCCCS as a part of any resulting Contract. This includes separate license agreements.


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- 3.5 Subcontracts: Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6 Cost of Offer Preparation: AHCCCS will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.7 Solicitation Amendments: Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment may result in rejection of the Offer.
- 3.8 Federal Excise Tax: The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- 3.9 Provision of Tax Identification Numbers: Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form.
- 3.9.1 Employee Identification: Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared with only appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- 3.10 Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation. When applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
- 3.11 Disclosure: If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is

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currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

- 3.12 Solicitation Order of Precedence: In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 3.12.1 Special Terms and Conditions;
 - 3.12.2 Uniform Terms and Conditions;
 - 3.12.3 Statement or Scope of Work;
 - 3.12.4 Specifications;
 - 3.12.5 Attachments;
 - 3.12.6 Exhibits;
 - 3.12.7 Special Instructions to Offerors;
 - 3.12.8 Uniform Instructions to Offerors; and
 - 3.12.9 Other documents referenced or included in the Solicitation.
- 3.13 Delivery: Unless otherwise stated in the Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination.
- 3.14 Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion required evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply the adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.
- 3.15 Offshore Performance of Work Prohibited. Any service that are described in the specifications or scope of work that directly serve the State of Arizona or its clients 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

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by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

4. **Submission of Offer:**

- 4.1 **Sealed Envelope or Package:** Each Offer shall be submitted to the submittal location identified in this Solicitation. Offerors should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- 4.2 (reserved)
- 4.3 **Offer Amendment or Withdrawal:** An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 4.4 (reserved)
- 4.5 **Non-collusion, Employment, and Services:** By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - 4.5.1 It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 4.5.2 It does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.

5. **Evaluation:**

- 5.1 **Unit Price Prevails:** Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.2 **Taxes:** If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 5.3 (reserved)
- 5.4 **Late Offers:** An Offer submitted after the exact Offer due date and time shall be rejected.

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- 5.5 Disqualifications: An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- 5.6 Offer Acceptance Period: An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred and twenty (120). If a Final Proposal Revision is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred and twenty (120) days from the Final Proposal Revision due date.
- 5.7 Waiver and Rejection Rights: Notwithstanding any other provision of the Solicitation, AHCCCS reserves the right to:
- 5.7.1 Waive any minor informality;
 - 5.7.2 Reject any and all Offers or portions thereof; or
 - 5.7.3 Cancel a Solicitation.

6. Award:


- 6.1 Number or Types of Awards: Where applicable, AHCCCS reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to AHCCCS. If the Procurement officer determines that an aggregate award to one Offeror is not in AHCCCS' best interest, "all or none" Offers shall be rejected.
- 6.2 Contract Inception: An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 6.3 Effective Date: The effective date of this Contract shall be the date that the Procurement officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7. Protests:

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with the AHCCCS Procurement officer and with the State Procurement Administrator. A protest of a solicitation shall be received by the AHCCCS Procurement officer before the offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

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- 7.1 The name, address and telephone number of the protester;
- 7.2 The signature of the protester or its representative;
- 7.3 Identification of the purchasing agency and the solicitation or contract number;
- 7.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 7.5 The form of relief requested.

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1. **Questions:** All questions concerning this Request for Proposal, including technical specifications, proposal process, etc. shall be directed to the Procurement Officer identified on the first page of this solicitation document. All questions shall be in writing and submitted via e-mail. Offerors may not contact other AHCCCS employees concerning this solicitation. **Questions shall be submitted using the AHCCCS Question and Answer form found on the AHCCCS website:** <http://www.azahcccs.gov/commercial/Purchasing/open.aspx>

2. **Evaluation Criteria:** Evaluation criteria are listed in the relative order of importance. The evaluation will be conducted in accordance with an established evaluation plan. The award(s) will be made to the responsible Offeror whose proposal is determined to be the most advantageous to AHCCCS, based on the following criteria:
 - 2.1 Experience and Expertise of the Personnel
 - 2.2 Cost
 - 2.3 Local Presence
 - 2.4 Experience and Expertise of the Firm


3. **Proposal Information:** Offeror is to submit their proposal with **one (1) original and three (3) copies (for a total of four (4) sets)** in the format as contained in this RFP as well as **one (1) CD** with the same information. **The original copy of the proposal should be clearly labeled "ORIGINAL."** The material should be in sequence and related to the RFP. AHCCCS will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal.

The proposal should include at least the following information:

- 3.1 **Experience and Expertise of Key Personnel:**
 - 3.1.1 Offeror should provide a list of the names and titles for all proposed key personnel; clerical staff is not considered key personnel. See Exhibit B for reference. PLEASE LABEL AS ATTACHMENT #1.


 - 3.1.2 The offeror should provide a resume for each proposed key person, which substantiates the key person possesses the experience and expertise to provide the assigned tasks and responsibilities. Each resume should include a description of the type and years of experience, training and other pertinent qualifications. The offeror should also indicate the estimated amount of time the proposed person will devote to any resultant contract. Resumes should be limited to four (4) pages. See Exhibit B for reference. PLEASE LABEL AS ATTACHMENT #2.

 - 3.1.3 The offeror should provide an organizational chart which clearly shows the reporting and lines of authority, to include all proposed key personnel and any proposed subcontractors. The organizational chart should identify the prime

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point of contact between the offeror and the AHCCCS Project Manager. PLEASE LABEL AS ATTACHMENT #3.

- 3.2 **Cost:** The evaluation of the category of Cost shall be based on the prices, as indicated on the EXHIBIT A: Pricing Schedule submitted with Offeror's proposal. PLEASE LABEL AS ATTACHMENT #4.
- 3.3 **Local Presence:** It is preferred that the offeror have a local presence. The offeror should submit information to demonstrate their customer support system, including when and how staff will be made available to address the Information Technology needs of AHCCCS. While it is possible that some of the work could be performed virtually, the majority of the work would be performed in the AHCCCS Central Phoenix office. PLEASE LABEL AS ATTACHMENT #5.
- 3.4 **Experience and Expertise of the Firm:**
- 3.4.1 The Offeror's experience and past performance will be evaluated on the extent of its success in managing and integrating work relevant to that defined in the Scope of Work. Therefore, the Offeror is advised to submit any and all information which documents successful and reliable experience in past performances as related to this RFP. PLEASE LABEL AS ATTACHMENT #6.
- 3.4.2 **References:** References should be verifiable and be able to comment on the Offeror's related experience. The Offeror should submit, at a minimum, three (3) professional services references which would demonstrate the Offeror possesses an understanding and the experience in providing the required service. As these references may be checked, ensure all information is current, accurate and prior permission to use is obtained from each reference. This information may be shown on the form attached as Exhibit C to this RFP or in a similar manner. PLEASE LABEL AS ATTACHMENT #7.
- 3.5 **Additional Information:** The Offeror may submit any other pertinent information which would substantiate the Offeror has the experience, expertise and capability to provide the required services. PLEASE LABEL AS ATTACHMENT #8.
- 3.6 **Intent to Provide Certificate of Insurance:** The Offeror should provide a statement that, if notified of contract award, will submit to AHCCCS for review and acceptance, the applicable certificate/s of insurance as required within this RFP document, within five (5) business days of such notification. PLEASE LABEL AS ATTACHMENT #9.
- 3.7 **Offeror's Financial Disclosure:** The Offeror should complete Exhibit D, "Offeror's Financial Disclosure" along with a financial statement. PLEASE LABEL AS ATTACHMENT #10.

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3.8 **Offeror's Checklist:** The Offeror should complete Exhibit F, "Offeror's Checklist."
PLEASE LABEL AS EXHIBIT F.

4. **Offeror's Responsibility:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that the State of Arizona is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

5. **Additional Instructions for Submittal of Proposal:**

9.1 It is the responsibility of each Offeror to ensure their proposal is delivered to AHCCCS by the due date and time. Allow for such contingencies as heavy traffic, weather, directions to submittal location, parking, common carriers not delivering as requested, etc. AHCCCS shall not accept late proposals past the due date and time.

9.2 AHCCCS is not responsible for supplying boxes, envelopes, tape, etc. to Offerors at time of proposal delivery.


9.3 When submitting your proposal to AHCCCS, ensure your company name and the Request for Proposal solicitation number is clearly marked on the outside of the envelope/package.

6. **Proposal Opening:** Proposals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the state agency issuing the solicitation.

7. **Electronic Documents:** AHCCCS may provide an electronic version of this procurement document. Any unidentified alteration or modification to the original document (or to any Exhibit contained therein) issued by AHCCCS shall be null and void. In those instances where modifications are identified, the original document issued by the State shall take precedence.

8. **Clarifications:** Clarifications may be requested from Offerors at any time after receipt of offers. Clarifications may be requested orally or in writing. If clarifications are requested orally, the Offeror shall confirm the request in writing. A request for clarifications shall not be considered a determination that the Offeror is susceptible for award.

9. **Discussions:** In accordance with A.R.S. §41-2534, after the initial receipt of proposals, discussions are currently planned to be conducted with Offeror(s) who submit proposals determined to be reasonably susceptible of being selected for award. The discussions may include demonstrations (oral presentations). Award may be made without discussions; therefore, offers should be submitted complete and on most favorable terms.

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10. Final Proposal Revisions: If discussions are conducted, they shall be conducted with all Offerors determined to be in the competitive range or reasonably susceptible for award. Written final proposal revisions will be requested from any Offeror with whom discussions have been conducted, unless the Offeror has been determined not susceptible for award or non-responsible.


11. Request for Confidential / Proprietary Determination:

11.1 If a person believes that a portion of a bid, proposal, offer, specification, or protest contains information that should be withheld due to confidentiality, the Procurement officer shall so be notified. A detailed statement, presented as a cover letter, shall both identify those specific areas considered confidential and also state the specific harm or prejudice which may arise if disclosed.

11.2 The information identified by the person as confidential shall not be disclosed until the Procurement officer makes a written determination. The Procurement officer shall review the statement and information and shall determine in writing whether the information shall be withheld.

11.3 If so approved, such confidential information shall be removed from the public record and kept sealed in a separate envelope marked "Confidential." Such information will not be made available to the public.

11.4 An entire bid, proposal, offer, specification, or protest shall not be identified as confidential; only those portions which are considered proprietary, trade secrets or patented information. **Pricing shall not be considered as confidential.**

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1. **DEFINITIONS** - All definitions listed in the definition of terms.

2. **Contract Interpretation**

2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 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.

2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:


- 2.3.1 Special Terms and Conditions;
- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Statement or Scope of Work;
- 2.3.4 Specifications;
- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.

2.4 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.

2.5 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.


2.6 No Parole 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 terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 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 nonconforming performance knows of the nature of the performance and fails to object to it.


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3. Contract Administration and Operation

- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other “records” relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any subcontractor’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor’s processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract.
- The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor’s facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

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- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9 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.
- 3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, 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.
- 3.11 Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 3.12 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to

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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.

4. Costs and Payments

- 4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes.
 - 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

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4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract; or

4.5.3 Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the 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 a person who is not specifically authorized by the procurement officer in writing 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.


5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification.

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6.2.1 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. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."


6.3 Indemnification - Patent and Copyright. The Contractor shall 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. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

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

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

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6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

6.5 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.

7. Warranties


7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

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7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.


7.6 Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. 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 under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

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8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.


8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.


8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. **Contract Termination**

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an 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 in A.R.S. § 38-511.

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- 9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State 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. The State, 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.
- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the 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 the State 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. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 Termination for Default.
- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

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9.5.3 The State 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 to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.


9.6 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, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. 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 (Title 41).

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1. **Assignment of Contract and Bankruptcy:** This contract is voidable and subject to immediate cancellation by the Procurement officer upon Contractor becoming insolvent or filing proceedings in bankruptcy or assigning rights or obligations under this contract without the prior written consent of the Procurement officer.

2. **Authority to Contract:** This contract is issued under the authority of the 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.

3. **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.


4. **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.

5. **Contract Cancellation (Immediate):** This contract is critical to AHCCCS and the agency reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any material obligation, term or condition of the contract. The Procurement officer shall issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act in any of the following:
 - 5.1 The contractor provides material that does not meet the specifications of the contract;
 - 5.2 The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - 5.3 The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
 - 5.4 The contractor fails to make progress in the performance of the contract and/or gives the Procurement officer reason to believe that the contractor will not or cannot perform to the requirements of the contract.
 - 5.5 The Procurement officer may resort to any single or combination of the following remedies:
 - 5.5.1 Cancel any contract;
 - 5.5.2 Reserve all rights or claims to damage for breach of any covenants of the contract;


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- 5.5.3 Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor.
- 5.5.4 In case of default, the Procurement officer reserves the right to purchase materials or to complete the required work in accordance with the Arizona Procurement Code. The Procurement officer may recover reasonable excess costs from the contractor by:
 - 5.5.4.1 Deduction from an unpaid balance;
 - 5.5.4.2 Collection against the bid and/or performance bond; or
 - 5.5.4.3 Any combinations of the above or any other remedies as provided by law.

- 6. Contract Cancellation (Minimum 10 Day):** The Procurement officer reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract. The Procurement officer shall issue written notice to the contractor for acting or failing to act as in any of the following
- 6.1 The contractor provides material that does not meet the specifications of the contract;
 - 6.2 The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - 6.3 The contractor fails to complete the work required or furnish the materials required within the time stipulated by the contract;
 - 6.4 The contractor fails to make progress in the performance of the contract and/or gives the Procurement officer reason to believe that the contractor will not or cannot perform to the requirements of the contract;
 - 6.5 Upon receipt of the written notice of concern, the contractor shall have a minimum of ten (10) days (Procurement officer may determine a longer period) to provide a satisfactory response to the Procurement officer. Failure on the part of the contractor to adequately address all issues of concern may result in the Procurement officer resorting to any single or combinations of the following remedies.
 - 6.5.1 Cancel any contract;
 - 6.5.2 Reserve all rights or claims to damage for breach of any covenant of the contract;
 - 6.5.3 Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material no-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor;
 - 6.5.4 In case of default, the Procurement officer reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The Procurement officer may recover reasonable excess costs from the contractor by:
 - 6.5.4.1 Deduction from an unpaid balance;
 - 6.5.4.2 Collection against the bid and/or performance bond; or
 - 6.5.4.3 Any combination of the above or any other remedies as provided by law.

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7. **Contract Disputes:** Contract disputes arising under A.R.S. § Title 36, Chapter 29 shall be adjudicated in accordance with AHCCCS Rules.
8. **Cooperation with other Contractors:** AHCCCS may award other contracts for additional or related work and the Contractor shall fully cooperate with such other contractors and AHCCCS employees or designated agents, and carefully fit its own work to such other contractors' work. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by AHCCCS employees. AHCCCS shall equitably enforce this section to all contractors to prevent the imposition of unreasonable burdens on any contractor.
9. **Confidentiality of Records:** 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 it, its agents, officers or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to AHCCCS. 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.
10. **Covenant against Contingent Fees:** The Contractor warrants that no person 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, the Procurement officer shall have the right to annul this contract without liability.
11. **Contract:**
 - 11.1 The contract between AHCCCS and the Contractor shall consist of (1) the Request for Proposal (RFP) including AHCCCS policies and procedures incorporated by reference as part of the RFP and (2) the proposal submitted by the Contractor in response to the RFP including any Best and Final Offers. 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.
 - 11.2 The contract shall be construed according to the laws of the State of Arizona. The State of Arizona is not obligated for the expenditures under the contract until funds have been encumbered.
12. **Disclosure of Confidential Information:** The Contractor shall not, without prior written approval from the Procurement officer, either during or after the performance of the services required by this contract, use, other than for such performance, or disclose to any person 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

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nondisclosure requirement shall also pertain to any information contained in reports, documents, or other records furnished to the Contractor by AHCCCS.

13. **Effective Date:** The effective date of this contract shall be the date that the Procurement officer signs the Offer and Award page of this document unless otherwise stated in this Contract.


14. **Employees of the Contractor:** All employees of the Contractor employed or in performance of work under this Contract shall be employees of the Contractor at all times and not of AHCCCS. The Contractor shall comply with the Social Security Act, Workers' Compensation laws and unemployment laws of the State of Arizona as well as federal, state and local legislation relevant to the Contractor's business.

15. **Fraud and Abuse:**
 - 15.1 It shall be the responsibility of the Contractor to report all cases of suspected fraud and abuse by subcontractors, members or employees. The Contractor shall provide written notification of all such incidents to the Procurement officer.
 - 15.2 As stated in A.R.S. § 13-2310, incorporated herein by reference, any person who knowingly obtains any benefit by means of false or fraudulent pretenses, representations, promises or material omissions is guilty of a class 2 felony.
 - 15.3 Contractors are required to research potential overpayments identified by a fraud and abuse investigation or audit conducted by AHCCCS. After conducting a cost benefit analysis to determine if such action is warranted, the Contractor should attempt to recover any overpayments identified due to erroneous, false or fraudulent billings.


16. **Incorporation by Reference:** This solicitation and all attachments and amendments, the Contractor's proposal, final proposal revision accepted by the Procurement officer, and any approved subcontracts are hereby incorporated by reference into the contract.

17. **Independent Contractor:** The contractor represents himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Arizona and/or AHCCCS. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, etc.

18. **Key Personnel:** It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract for a specific project, key personnel shall not be removed or replaced without the prior written approval of AHCCCS' authorized representative and a copy to the Contracting Officer of record.

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19. **Licenses:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.
20. **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 other than those paid to the Contractor by AHCCCS have been used or will be used to influence the persons and entities indicated above and will assist AHCCCS in making such disclosures to CMS.
21. **No Guaranteed Quantities:** AHCCCS does not guarantee the Contractor any minimum or maximum quantity of services or goods to be provided under this contract.
22. **Non-exclusive Contract:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of AHCCCS. The state reserves the right to obtain like goods or services from another source when necessary.
23. **Ownership of Information and Data:**
- 23.1 Any data or information system, including all software, documentation and manuals, developed by Contractor pursuant to this contract, shall be deemed to be owned by AHCCCS. The federal government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, such data or information system, software, documentation and manuals. Proprietary software which is provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership or licensing provisions of this section.
- 23.2 Data, information and reports collected or prepared by Contractor in the course of performing its duties and obligations under this contract shall be deemed to be owned by AHCCCS. The ownership provision is in consideration of Contractor's use of public funds in collecting or preparing such data, information and reports. These items shall not be used by Contractor for any independent project of Contractor or publicized by Contractor without the prior written permission of the Procurement officer. 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, Contractor shall make available all such data to the Procurement officer within thirty (30) days following termination

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of the contract or such longer period as approved by the Procurement officer. For purposes of this subsection, the term "data" shall not include member medical records.

23.3 Except as otherwise provided in this section, if any copyrightable or patentable material is developed by 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. Contractor shall additionally be subject to the applicable provisions of 45 CFR Part 74 and 45 CFR Parts 6 and 8.

24. Responsibility for Payments Indemnification: The contractor shall be responsible for issuing payment for services performed by the contractor's employees and will indemnify and save AHCCCS harmless for all claims whatsoever growing out of the lawful demands of employees, subcontractors, suppliers or any other third party incurred in the furtherance of the performance of the contract. The contractor shall, at AHCCCS' request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.


25. Term of Contract and Option to Renew:

25.1 The initial term of this contract shall be for one (1) initial year with four (4) one-year options to extend, not to exceed a total contracting period of five (5) years. The terms and conditions of any such contract extension shall remain the same as the original contract, as amended. All contract extensions shall be through contract amendment, and shall be at the sole option of AHCCCS.


25.2 When the Procurement officer issues an amendment to extend the contract, the provisions of such extension will be deemed to have been accepted 60 days after the date of mailing by the Procurement officer, even if the extension amendment has not been signed by the Contractor, unless within that time the Contractor notifies the Procurement officer in writing that it refuses to sign the extension amendment. If the Contractor provides such notification, the Procurement officer will initiate contract termination proceedings.

25.3 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. If the Contractor provides the 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 Procurement officer.

26. 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, the Procurement officer may, at the Contractor's expense, require prompt

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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.

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INDEMNIFICATION CLAUSE:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its 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 sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his 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 might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and 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 – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury 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
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Damage to Rented Premises \$ 50,000

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- Each Occurrence \$1,000,000
 - a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”*** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 - b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

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


- Combined Single Limit (CSL) \$1,000,000
 - a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”*** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract
 - b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - c. Policy shall contain a severability of interests provision.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its 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: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

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4. Network Security Errors and Omissions Insurance

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000


Coverage to include:

- Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
- Computer viruses, Trojan horses, worms and an other type of malicious or damaging code;
- Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
- Denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
- Loss of service for which the insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;
- Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner; and
- Loss or disclosure of confidential information no matter how it occurs
 - 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. The policy shall cover professional misconduct or lack of ordinary skill 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, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance 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. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **the Department** and shall be sent by certified mail, return receipt requested.

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- D. ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies duly 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 or duly authorized to transact Workers’ Compensation insurance in the State of Arizona. 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 the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. 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 **the Department**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. EXCEPTIONS:** In the event the Contractor or sub-contractor(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 sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

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This Addendum is made part of this Contract between the Arizona Health Care Cost Containment System ("AHCCCS") and the Contractor, referred to as "Business Associate" in this addendum.

AHCCCS and Business Associate agree that this Contract shall comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR"). In the event of conflicting terms or conditions, this Addendum shall supersede the Contract.


1. Definitions. Capitalized terms not otherwise defined in the Contract shall have the meanings given to them in Title 45, Parts 160 and 164 of the CFR and are incorporated herein by reference.
2. Use and Disclosure of Protected Health Information. Business Associate shall use and/or disclose Protected Health Information ("PHI") only to the extent necessary to satisfy Business Associate's obligations under the Contract.
3. Prohibition on Unauthorized Use or Disclosure of PHI. Business Associate shall not use or disclose any PHI received from or on behalf of AHCCCS, except as permitted or required by the Contract, as required by law or as otherwise authorized in writing by AHCCCS. Business Associate shall comply with:
 - (a) Title 45, Part 164 of the CFR;
 - (b) State laws, rules and regulations applicable to PHI not preempted pursuant to Title 45, Part 160, Subpart B of the CFR or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and
 - (c) AHCCCS's health information privacy and security policies and procedures.
4. Business Associate's Operations. Business Associate may use PHI it creates or receives for or from AHCCCS only to the extent necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may disclose such PHI as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities only if:
 - (a) The disclosure is required by law; or
 - (b) Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:
 - (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
 - (ii) Notify Business Associate (who shall in turn promptly notify AHCCCS) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
5. Data Aggregation Services. Business Associate may use PHI to provide Data Aggregation Services related to AHCCCS's Health Care Operations.

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6. PHI Safeguards. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of AHCCCS.
7. Electronic Health Information Security and Integrity. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320d-2(d) of the United States Code and Title 45, Part 142 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on behalf of AHCCCS pertaining to an individual. Business Associate shall document and keep these security measures current.
8. Protection of Exchanged Information in Electronic Transactions. If Business Associate conducts any Standard Transaction for or on behalf of AHCCCS, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the CFR. Business Associate shall not enter into or permit its subcontractors or agents to enter into any Trading Partner Contract in connection with the conduct of Standard Transactions for or on behalf of AHCCCS that:
 - (a) changes the definition, Health Information condition or use of a Health Information element or segment in a Standard;
 - (b) adds any Health Information elements or segments to the maximum defined Health Information set;
 - (c) uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or
 - (d) changes the meaning or intent of the Standard's Implementation Specification(s).
9. Subcontractors and Agents. Business Associate shall require each of its subcontractors or agents to whom Business Associate may provide PHI received from, or created or received by Business Associate on behalf of AHCCCS to agree to written contractual provisions that impose at least the same obligations to protect such PHI as are imposed on Business Associate by the Contract.
10. Access to PHI. Business Associate shall provide access, at the request of AHCCCS, to PHI in a Designated Record Set, to AHCCCS or, as directed by AHCCCS, to an individual to meet the requirements under Title 45, Part 164, Subpart E, Section 164.524 of the CFR and applicable state law. Business Associate shall provide access in the time and manner set forth in AHCCCS's health information privacy and security policies and procedures.
11. Amending PHI. Business Associate shall make any amendment(s) to PHI in a Designated Record Set that AHCCCS directs or agrees to pursuant to Title 45, Part 164, Subpart E, Section 164.526 of the CFR at the request of AHCCCS or an Individual, and in the time and manner set forth in AHCCCS's health information privacy and security policies and procedures.
12. Accounting of Disclosures of PHI.
 - (a) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for AHCCCS to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.


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- (b) Business Associate agrees to provide AHCCCS or an individual, in the time and manner set forth in AHCCCS's health information privacy and security policies and procedures, information collected in accordance with Section 11(a) above, to permit AHCCCS to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.
13. Access to Books and Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of AHCCCS available to AHCCCS and to DHHS or its designee for the purpose of determining AHCCCS's compliance with the Privacy Rule.
14. Reporting. Business Associate shall report to AHCCCS any use or disclosure of PHI not authorized by the Contract, by law, or in writing by AHCCCS. Business Associate shall make the report to AHCCCS's Privacy Official not less than 24 hours after Business Associate learns of such unauthorized use or disclosure. Business Associate's report shall at least:
- (a) Identify the nature of the unauthorized use or disclosure;
 - (b) Identify the PHI used or disclosed;
 - (c) Identify who made the unauthorized use or received the unauthorized disclosure;
 - (d) Identify what Business Associate has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure;
 - (e) Identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and
 - (f) Provide such other information, including a written report, as reasonably requested by AHCCCS's Privacy Official.
15. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Contract.
16. Termination for Cause. Upon AHCCCS's knowledge of a material breach by Business Associate of the terms of this Addendum, AHCCCS shall:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate if Business Associate does not cure the breach or end the violation within the time specified by AHCCCS.
 - (b) Immediately terminate the Contract if Business Associate has breached a material term of the Contract and cure is not possible.
 - (c) If neither termination nor cure is feasible, AHCCCS shall report the violation to DHHS.
17. Return or Destruction of Health Information.
- (a) Except as provided in Section 17(b) below, upon termination, cancellation, expiration or other conclusion of the Contract, Business Associate shall return to AHCCCS or destroy all PHI received from AHCCCS, or created or received by Business Associate on behalf of AHCCCS. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

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(b) In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to AHCCCS notification of the conditions that make return or destruction not feasible. Upon verification by AHCCCS that the return or destruction of PHI is not feasible, Business Associate shall extend the protections of the Contract to such PHI and limit further uses and disclosure of PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such PHI.

18. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, the Contract shall automatically amend such that the obligations imposed on Business Associate as a Business Associate remain in compliance with such regulations.

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PROPOSED RATES

- a. System Developer / Tester \$ _____ per hour
- b. Business Analyst \$ _____ per hour
- c. Configuration Management Specialist \$ _____ per hour
- d. Independent Verification and Validation Specialist \$ _____ per hour
- e. Data Warehouse Specialist \$ _____ per hour
- f. Project Management \$ _____ per hour
- g. Enterprise Business Suite (EBS) Support Specialist \$ _____ per hour
- h. Database Administrator \$ _____ per hour
- i. Data Network Technician \$ _____ per hour
- j. Personal Computer Technician \$ _____ per hour
- k. Network Architect \$ _____ per hour
- l. Technical Writing Specialist \$ _____ per hour
- m. Security Architect \$ _____ per hour
- n. Practice Expert \$ _____ per hour
- o. Imaging Specialist \$ _____ per hour
- p. MDM Specialist \$ _____ per hour
- q. Pass Through \$ _____ per hour
- r. Other \$ _____ per hour


	Exhibit B: KEY PERSONNEL		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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KEY PERSONNEL

NAME OF KEY PERSON	TITLE


Attach a resume as required for each key person who will be proposed to provide the services through this contract. Each resume should, at a minimum, contain at least the following information:

1. Name of person;
2. Proposed position for contract service;
3. Position currently held in offeror’s firm;
4. Number of years with offeror’s firm;
5. Number of years experience providing services being procured by this solicitation;
6. Job related training;
7. Education;
8. Qualifications;
9. Previous related experience with large local, state or federal government agencies;
10. Certifications;
11. Membership in professional organizations;
12. Primary functions person will fulfill under this Contract; and
13. Any additional information which would substantiate the key person possesses the experience, expertise and knowledge to provide the proposed services.

	Exhibit C: FIRM's REFERENCES		AHCCCS
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References should be verifiable and should be able to comment on the firm's related experience. The Offeror should submit a minimum of three (3) similar size and scope professional references for organizations your company has provided services. Each reference should provide at least the following information:

- 1.1 Name, address and telephone number of Contracting Agency or Company;
- 1.2 Contact Person who may be contacted for verification of all information submitted;
- 1.3 Location of Services;
- 1.4 Name of all key personnel and sub-contractors used;
- 1.5 Start and completion date of work performed, and
- 1.6 Detailed written narrative of the specific services performed.

	Exhibit D: FINANCIAL DISCLOSURE		AHCCCS
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Instructions: Complete each item, using attachments where necessary. If attachments are used, indicate the item number and question being referenced as it appears below.

	<u>YES</u>	<u>NO</u>
A. Does the Offeror's organization prepare a public annual financial statement? If Yes, provide a copy of the most recent annual financial statement. If no, provide a copy of the most recent unaudited annual financial statement.	_____	_____
B. Is your organization audited by an independent auditor? IF YES, ANSWER 1 THROUGH 4.	_____	_____
1) How often are audits conducted? _____		
2) By whom are they conducted? _____		
3) Are management letters or internal controls issued by the auditing firm?	_____	_____
4) Does your organization have any uncorrected audit exceptions?	_____	_____
C. Are there any suits, judgments, tax deficiencies or claims pending against your organization? If yes, answer 1 and 2	_____	_____
1) What is the dollar amount? _____		
2) In which state(s)? _____		
D. Has the Offeror's organization ever gone through bankruptcy?	_____	_____

 AHCCCS	Exhibit E: AHCCCS HR PROCEDURE #832 Security Clearance Checks Policy/Procedure		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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AHCCCS Administrative Policies and Procedures
832 - Security Clearance Check Policy/Procedure

PURPOSE


AHCCCS personnel are stewards of very sensitive information. The purpose of this policy is to protect the Agency, the employees, and the public. AHCCCS will ensure all AHCCCS personnel have met security clearance requirements.

POLICY

- I. All AHCCCS personnel and applicants being considered for employment are required to pass a security clearance check. AHCCCS personnel include full-time, part-time, clerical pool, volunteer, and independent contractors. Independent contractors include temporary employees, IT consultants, hourly consultants, and attorneys. This excludes contractors that do not routinely provide service to AHCCCS.
- II. Compliance with the security clearance process is a condition of employment. AHCCCS will not employ individuals who have not successfully passed the security clearance check.
- III. All security clearance information will be held in strict confidence and due to the sensitivity of the information, made available only on a need to know basis.
- IV. Every employee must submit a full set of fingerprints and undergo a review of the employee's criminal history report at least every (5) years.
- V. This policy does not restrict the Office of Inspector General (OIG) from conducting background investigations based on their roles and responsibilities for AHCCCS, which are unrelated to this policy.

PROCEDURE


- I. Initiating a Security Clearance Investigation
 - A. Human Resources and Development (HRD) will initiate the security clearance check by:
 1. Asking personnel or prospective personnel to complete a Fingerprint Clearance Card.
 2. Asking personnel or prospective personnel to produce a government issued photo I.D.;
and

	Exhibit E: AHCCCS HR PROCEDURE #832 Security Clearance Checks Policy/Procedure		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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3. Collecting a full set of fingerprints from each employee or applicant.
- B. HRD will consult with the AHCCCS divisions to review job specifications and requirements to classify positions handling security, sensitive information.
 - C. If an AHCCCS employee fails or refuses to submit a full set of fingerprints after receiving written instructions from HRD to do so, the employee may be disciplined, up to and including dismissal from state service. If an applicant fails or refuses to submit a full set of fingerprints after receiving written instructions from HRD to do so, the applicant will not be considered for employment with the agency.
 - D. The fingerprints will be submitted to the Arizona Department of Public Safety (DPS) for the purpose of state and federal criminal records check. DPS will provide the Agency with a report which includes both the offenses listed in A.R.S. §41-1758.03 (<http://www.azleg.gov/ars/41/01758-03.htm>) as well as any other criminal offense.
 - E. All AHCCCS personnel must disclose, in writing, criminal history status change(s) within three days (3) of the conviction to the HRD Assistant Director. If an employee fails to notify HRD within the notice period, the employee will be subject to disciplinary action up to and including termination.

II. Reviewing Criminal History Report

- A. The reports from DPS will be reviewed by the Assistant Directors of HRD and OIG. The offenses listed in A.R.S. §41-1758.03 (<http://www.azleg.gov/ars/41/01758-03.htm>) along with other criminal offenses will be used as a guideline.
- B. Criminal convictions will be reviewed by the Assistant Directors of HRD, OIG and in consultation with the employing division's Assistant Director and will proceed as follows:
 1. Review the information on the report for job relevancy to the current or proposed position and consider relevant information.
 2. If the Assistant Directors of HRD, OIG and the employing division want to make an exception to this process, they will forward a proposal to the Director, who will make the final decision.
 3. Actions upon reaching a final decision:
 - a. HRD will notify the AHCCCS employee that they have successfully met the requirements of the security clearance check; or

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- b. The employing division will issue a Notice of Charges to the permanent status covered employee and the employee will be placed on administrative leave with pay.
 - i. If the employee asserts that the information contained in the criminal history report is inaccurate, the employee will be given a reasonable opportunity to provide documentation of the inaccuracy (for example, provide documents from the police department or courts) following the Notice of Charge process. If the employee does not meet the job relevancy standards established, the employee will be terminated.
- c. Applicants may be denied employment based on the results of the criminal history investigation. HRD will consult with the employing division's Assistant Director to review job relevancy and requirements; and evaluate each case.
- d. If it is determined an offer of employment is extended, and the results of the criminal history investigation have not been received, all offers of employment will be contingent upon the successful verification of the investigation.
- e. A dismissal letter will be sent to an original probation employee and uncovered employees.

III. Tracking Security Clearance Checks A. HRD will maintain individual records of security clearance checks for AHCCCS employees. B. HRD will track due dates and ensure all AHCCCS personnel have a security clearance check every 5 years or more frequently as required.

IV. Security Clearance Check Costs A. All costs associated with the security clearance check are the responsibility of the AHCCCS Administration, with the exception of independent contractors required to comply with the security clearance process. B. The fee for independent contractors to obtain a Fingerprint Clearance Card is \$67.


AUTHORITY

- A.R.S. § 41-1758.03. Fingerprint clearance cards; issuance; immunity
- AHCCCS Human Resources & Development is responsible for this policy.

 AHCCCS	Exhibit F: OFFEROR's CHECKLIST		AHCCCS
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Note to Prospective Offerors: This Exhibit has been added to this RFP as a convenience to Offerors. It is believed to be a complete listing of all submission requirements pursuant to this RFP. However, if a requirement is stated anywhere in the RFP text, yet does not appear in the Offeror's Checklist, the text statement takes precedence over the omission of that requirement in the Offeror's Checklist. **Provide the page number where this item is located within your proposal, in the right hand column. All items must be included.**

Item	RFP Reference	Description	OFFEROR TO LABEL AS:	Offeror's Page #
1	This Page	Offeror's checklist completed (i.e., page numbers entered in this table.)	Exhibit F	
2	NA	Copies of proposal: one (1) marked "Original" and three (3) copies, plus one (1) CD	NA	NA
3	Page 3	Signed Offer and Acceptance page	Offer and Acceptance	
4	Addition to RFP	Signed Cover Sheets of Solidation Amendments, if any	Amendments	
5	Page 27 and Exhibit B	Key Personnel List	Attachment 1	
6	Page 27	Resumes of key personnel	Attachment 2	
7	Page 27	Organizational Chart	Attachment 3	
8	Page 16-17, page 28 and Exhibit A	Proposed Pricing	Attachment 4	
9	Page 28	Local Presence	Attachment 5	
10	Page 28	Detailed descriptions summarizing the firm's experience	Attachment 6	
11	Page 28 and Exhibit C	Minimum of three (3) references for the firm	Attachment 7	
12	Page 28	Additional Information, if any	Attachment 8	
13	Page 28	Statement of Intent to provide Certificate of Insurance	Attachment 9	
14	Page 28 and Exhibit D	Offeror's Completed Financial Disclosure including a financial statement	Attachment 10	

	End of Solicitation		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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