



HOSPITAL PRESUMPTIVE ELIGIBILITY AGREEMENT
YH15-0012-_____

This Agreement is entered into by and between _____ **"Hospital"**,
 and the **Arizona Health Care Cost Containment System (AHCCCS)**.

Authority to enter into this agreement is granted to AHCCCS pursuant to A.R.S. §36-2903 et seq. and 36-2932 et seq.

<i>Electronic Submission: An electronic or portable document file (PDF) copy of this document shall serve as the original.</i>	
8. IN WITNESS THEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.	
9. NAME OF CONTRACTOR / HOSPITAL:	10. ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM
SIGNATURE OF AUTHORIZED INDIVIDUAL:	SIGNATURE:
TYPED NAME:	TYPED NAME: Meggan Harley, CPPO, MSW
TITLE:	TITLE: Procurement and Contracts Manager
DATE:	DATE:

.....

Section 1 - HOSPITAL INFORMATION

Hospital Name:		
Hospital Address:		
Contact Person- Name	Phone	Email
Persons making HPE decisions are: Hospital and/or clinic employees Staff of a subcontractor* under contract with the Hospital *Subcontractor: an organization under contract with a hospital to provide application assistance.		
(If applicable) Name and address of subcontractor of the hospital:		
Number of Clinic Locations Included in this Agreement: _____ (details below)		

Section 2 - CLINIC LOCATION INFORMATION

Clinic Name	Address	Phone Number

Section 3 – DEFINITION OF TERMS

As used in this Agreement, the terms listed below are defined as follows:

1. **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. **CONTRACT:** Shall be interchangeable with the term “Agreement”.
3. **CONTRACT AMENDMENT:** A written document signed by the Procurement officer that is issued for the purpose of making changes in the contract.
4. **DAYS:** Calendar days unless otherwise specified.
5. **Health-e-Arizona Plus (HEAplus):** The State of Arizona’s web-based application and eligibility system for Medicaid, Nutrition Assistance and Cash Assistance.
6. **HEAplus Subscriber Organization:** An organization with a fully executed and active HEAplus subscription agreement in place with AHCCCS.
7. **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. Also called a Managed Care Organization or MCO.
8. **MAY:** Indicates something that is not mandatory but permissible.
9. **MANAGED CARE ORGANIZATION (MCO):** see Health Plan.
10. **QUALIFIED HOSPITAL:** Is a hospital that is a registered AHCCCS Provider and who complies with the requirements to participate in the Arizona Hospital Presumptive Eligibility Program.
11. **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.
12. **SHALL, MUST:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
13. **SHOULD:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the State may, at its sole option,

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ask the Offeror to provide the information or evaluate the proposal without the information.

14. **SCOPE OF WORK:** Those provisions of this solicitation which specify the work and/or results to be achieved by the Hospital.
15. **SOLICITATION:** An Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
16. **SUBCONTRACT:** Any Contract, express or implied, between the Hospital 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.
17. **SUBCONTRACTOR:** A.) A provider of health care who agrees to furnish covered services to members; B.) A person, agency or organization with which the Contractor has contracted or delegated some of its management/administrative functions or responsibilities; or C.) A person, agency or organization with which a fiscal agent has entered into a contract, agreement, purchase order or lease (or leases of real property) to obtain space, supplies equipment or services provided under the AHCCCS agreement.
18. **STATE:** The State of Arizona and Department or Agency of the State that executes the Contract.
19. **STATE FISCAL YEAR:** The period beginning with July 1 and ending June 30.

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1. PURPOSE OF AGREEMENT

1.1 In accordance with the Patient Protection and Affordable Care Act, Public Law 111-148, as modified by the Health Care and Education Reconciliation Act of 2010, Public Law 111-152, Title 2, Subtitle A, Section 2001 (a)(4)(b) and Title 2, Subtitle A, Section 2202 and the 42 CFR 435.1110, AHCCCS will enter into an agreement with qualified hospitals for participation in the Arizona's Hospital Presumptive Eligibility (HPE) program.

1.2 POPULATION

- 1.2.1 Pregnant women (up to 150% FPL)
- 1.2.2 Infants (up to 147% FPL)
- 1.2.3 Children 1-5 (up to 141% FPL)
- 1.2.4 Children 6-19 (up to 133% FPL)
- 1.2.5 Parents and caretaker relatives (up to 106% FPL)
- 1.2.6 Non-disabled adults, ages 19-64 without Medicare (up to 133% FPL)
- 1.2.7 Former Foster Care children, up to age 26 who were in Arizona Foster Care when they turned 18.

1.3 Participating hospitals must comply with the provisions set forth in this Agreement and all documents incorporated by reference.

2. TERM OF AGREEMENT

This Agreement is effective upon execution by both parties and shall remain in effect for a term of one (1) year with annual automatic renewals until terminated pursuant to the terms and conditions of this Agreement.

3. QUALIFICATIONS REQUIRED FOR HOSPITALS

3.1 In addition to execution of this Agreement, the Hospital must meet the following requirements to qualify for HPE participation:

- 3.1.1 The Hospital must be licensed by the Arizona Department of Health Services (ADHS) or be a federally operated hospital, including an Indian Health Services or tribally-operated 638 hospital.
- 3.1.2 The Hospital must be an AHCCCS Registered Provider.
- 3.1.3 The Hospital must have a fully executed and active Health-e-Arizona Plus Subscription Agreement in place with AHCCCS;
- 3.1.4 The Hospital and all Hospital-owned clinics determining presumptive eligibility pursuant to this Agreement, must operate within the State of Arizona.

3.2 The Hospital may include in this Agreement clinics that are owned by the Hospital, as long as the clinics are physically located in Arizona. Only the clinic locations specified in in this agreement will have the authority to make HPE decisions.

3.3 The Hospital must be in compliance with 42 CFR 455.101 through 106, 42 CFR 455.436 and the State Medicaid Director Letter (SMDL) 09-001. The Hospital must disclose the identity of any

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individual who is conducting HPE eligibility determinations as a staff member or under a subcontract agreement. The Hospital must submit an annual list of all the individuals conducting HPE eligibility determinations including their name, date of birth, and social security number to AHCCCS Office of the Inspector General (“OIG”) in whichever fashion is required under the HPE Policy.

- 3.4 The Hospital must confirm the identity and report the exclusion status of any person with an ownership or control interest or any person who is an agent or managing employee of the Hospital or the subcontractor to AHCCCS/OIG including those who have ever been convicted of a criminal offense related to that person’s involvement in any program under Medicare, Medicaid, or Titles XX or XXI of the Social Security Act since the inception of those programs.
- 3.5 The Hospital must make presumptive eligibility determinations pursuant to this Agreement.
- 3.6 The Hospital must assist and encourage individuals who they approve for HPE to complete and submit a full AHCCCS application. The Hospital must also assist individuals with understanding and submitting any verification required for the full application.
- 3.7 The Hospital may not make HPE approvals if the Hospital has been disqualified by the agency in accordance with this Agreement.
- 3.8 The Hospital must meet the performance standards specified in this Agreement.
- 3.9 The Hospital must provide Medicaid application assistance to the community, including individuals not in need of hospital services at all locations specified in Section 2 “Clinic Location Information”.
- 3.10 The Hospital and all the locations listed in Section 2 must be listed on the HEAplus website as locations the public may go to for Medicaid application assistance services.

4. TRAINING

- 4.1 All persons with HEAplus user accounts who are working at any of the locations specified in Section 2 must complete and successfully pass the following training before the Hospital will have access to the Hospital Presumptive Eligibility application in HEAplus:
 - 4.1.1 HEAplus New User Training
 - 4.1.2 Hospital Presumptive Eligibility Training
- 4.2 After the Hospital receives initial access to complete HPE, all new staff must complete and successfully pass the training specified in this Agreement before their HEAplus accounts will be activated.
- 4.3 If a Hospital is subject to a corrective action plan (CAP) as specified in this Agreement all HEAplus users at the locations specified in Section 2 are required to complete any additional training requirements specified in the CAP.
- 4.4 Failure to complete training or to comply with guidelines may result in denial of access to the HPE application or immediate termination of the Hospital’s HPE status.

5. PERFORMANCE STANDARDS

The Hospital must meet the following performance standards to maintain the ability to make HPE determinations:

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- 5.1 The Hospital must follow up with individuals made presumptively eligible so that they complete and submit full AHCCCS application before the end of the HPE period. Ninety percent (90%) of the applicants the Hospital determines presumptively eligible must complete and submit a full Medicaid application before the end of the applicant’s presumptive eligibility period.
- 5.2 Federal regulations allow the State to establish standards for qualified hospitals related to the proportion of individuals determined presumptively eligible who are determined eligible for Medicaid by the agency based on their completed regular application. Arizona requires that 95% of the applicants the Hospital determines presumptively eligible and who also complete a full Medicaid application must be determined Medicaid eligible by the State.
- 5.3 AHCCCS OIG shall evaluate all hospitals for compliance with the HPE performance standards on a quarterly basis or as otherwise deemed necessary by OIG. The Hospitals that do not meet the quarterly based performance standards as set forth in this agreement will be placed on a CAP. Hospitals will be required to come into compliance with the CAP no later than timeframe specified in the CAP.
- 5.4 The Hospital shall be subject to disqualification from participation in Arizona’s HPE program if the State determines that the hospital fails to meet performance standards specified in the CAP.

6. REPORTING REQUIREMENTS

- 6.1 The Hospital must maintain complete and thorough records on all HPE clients. These records are subject to review by state and/or federal agencies.
- 6.2 Each Hospital that is qualified to make HPE determinations must submit quarterly and annual reports to OIG.
 - 6.2.1 These reports must be submitted in a format specified by OIG which contains the data elements designated by OIG.
 - 6.2.2 The final quarterly report of the calendar year must contain annual aggregated data.
- 6.3 Quarterly Reports
 - 6.3.1 Quarterly reports are based on calendar quarters and are due as follows:

Calendar Quarter	Report Due Date
January through March	April 30
April through June	July 31
July through September	October 31
October through December	January 31

7. STATE

OVERSIGHT/PROGRAM INTEGRITY

- 7.1 The Hospital must cooperate with all program integrity activities performed by the OIG or its designee including, but not limited to audits, reviews and investigations.
- 7.2 If OIG determines that Medicaid fraud, waste, or abuse has occurred related to HPE, the qualified hospital may be subject to contract termination and/or any other remedy available by law.

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8. AHCCCS GUIDELINES, POLICIES AND MANUALS

- 8.1 All AHCCCS guidelines, policies, and manuals, including but not limited to, Reporting Guides and the AZ HPE Policy are hereby incorporated by reference into this Agreement. Guidelines, policies and manuals are available on the AHCCCS website. The Hospital is responsible for ensuring that its subcontractors are notified when modifications are made to any AHCCCS guidelines, policies, or manuals. The Hospital is responsible for complying with all requirements set forth in these sources as well as with any updates.
- 8.2 AHCCCS may modify the documents incorporated by reference as part of this Agreement and shall publish any such modification to the AHCCCS website. Within thirty (30) days of the date AHCCCS publishes such a modification to its website, the Hospital may give written notice to AHCCCS rejecting the modification. If the Hospital rejects a modification to any document incorporated by reference as a part of this Agreement, the Agreement shall terminate upon AHCCCS' receipt of the Hospital's written rejection of the modification. If the Hospital fails to reject a modification to any document incorporated by reference as a part of this Agreement within thirty (30) days of the modification's publication on AHCCCS' website, the modification shall be deemed to have been accepted by the Hospital, even in the absence of a formal contract amendment signed by the Hospital.

9. HPE ELIGIBILITY

9.1 Eligibility Factors

Hospitals may only approve HPE for applicants who attest to meet AHCCCS eligibility requirements including but not limited to:

- 9.1.1 U.S. Citizenship
 - 9.1.2 An immigration status that qualifies the applicant to receive full AHCCCS coverage
 - 9.1.3 Arizona residency
 - 9.1.4 Income
- 9.2 The applicant must attest to all information in the application by signing the application.
 - 9.3 The Hospital must provide the applicant with the HPE decision letter which complies with the requirements set forth by AHCCCS.
 - 9.4 An applicant shall only be approved for HPE eligibility once in a 24-month period.

9.5 HPE Eligibility Period

- 9.5.1 HPE period begins on the date the hospital determines an individual presumptively eligible.
- 9.5.2 If an individual does not submit a full application on or before the last day of the month following the month of the HPE approval, then the HPE period ends on the last day of the month following the month of HPE approval.
- 9.5.3 The end date, if a Medicaid application is filed by the last day of the month after the month that HPE is determined, is the date full Medicaid eligibility is approved or denied.

9.6 Decision Letters

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The Hospital is responsible for providing the applicant with a decision letter notifying the applicant of the HPE eligibility determination at the time of the determination.

9.6.1 The letter must be on Hospital letterhead.

9.6.2 For each applicant who applies for HPE, the letter must contain the name, DOB, and HEAplus Person Identification Number (PID), the eligibility decision, the begin date and end dates of the HPE period, the date a full Medicaid/AHCCCS application was submitted if it was submitted at the same time the HPE application was approved.

9.6.3 If a full Medicaid/AHCCCS application was not submitted at the same time the HPE application was approved, the letter must explain to the applicant the need to submit a full Medicaid/AHCCCS application, and the deadline date for submission of this application. The letter must also contain a date, time and location of a follow-up appointment for the applicant to complete the full Medicaid/AHCCCS application.

9.6.4 When the eligibility decision is a denial, the letter must indicate that the applicant does not have appeal rights.

9.6.5 The decision letter must comply with the AZ HPE Policy and the HPE Decision Notice Template.

9.7 The Hospital must ensure the accuracy of all HPE determinations made by employees or subcontractors at all locations included in this Agreement.

9.8 All applicants approved for HPE will receive full AHCCCS benefits. Applicants with an immigration status that would only allow them to receive Federal Emergency Services (FES) shall not be approved for HPE.

9.9 A child born to a woman who has HPE does not qualify to receive AHCCCS medical benefits as a deemed newborn. In order for the newborn to be considered to receive health coverage, the Hospital must submit a full AHCCCS application or a HPE application.

10. PROVIDER REIMBURSEMENT

10.1 Applicants who are approved for HPE may receive medical services from any registered AHCCCS provider.

10.2 Hospitals or other registered Medicaid providers that provide medical care to HPE eligible applicants must submit claims to the AHCCCS Administration and will be reimbursed on a fee-for-service basis at the current AHCCCS rates for services rendered during the HPE period.

10.3 Applicants made presumptively eligible will be enrolled as AHCCCS Fee-for-Service members.

10.4 Hospitals may not charge applicants to apply for HPE or for assisting them with the submission of a full Medicaid/AHCCCS application.

10.5 AHCCCS will not reimburse the Hospital for completing a HPE determination or for submitting a full Medicaid application.

11. HPE APPLICATION PROCESS

11.1 All HPE applications must be created and processed in HEAplus.

11.2 The Hospital is encouraged to complete a full Medicaid/AHCCCS application in HEAplus and use the HPE option only if the full Medicaid/AHCCCS application is not immediately approved by

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HEAplus because additional verification is required from the applicant or that a state worker needs to review the application.

- 11.3 If the Hospital begins a full Medicaid/AHCCCS application in HEAplus and the data hub results indicate that the applicant is over income for Medicaid or does not meet citizenship/immigration or residency requirements, the Hospital worker may not begin a HPE application for that individual.
- 11.4 If the applicant is unable or unwilling to provide all of the necessary information to submit a full application, the Hospital worker may begin the HPE application in HEAplus entering the required data elements.
- 11.5 The Hospital worker can make a HPE determination and provide notice of approval to the applicant only when the information the applicant provides and the Hospital worker enters in the HPE application indicates the applicant is eligible.
- 11.6 An applicant can be approved for HPE even when the information the applicant attests to cannot be verified by the state and federal data services and the applicant does not have the verification available at the time of application.
- 11.7 The Hospital worker must obtain the HPE applicant's signature on the HPE Application Summary attesting that the information entered on the HPE application is complete and correct. This is required for Program Integrity reviews to assist the AHCCCS OIG in audit reviews as well as connecting the HPE application to the completed full application.
- 11.8 A full application Medicaid/AHCCCS submitted after the HPE application must ONLY be submitted in HEAplus by the Hospital worker so that the agency can connect the HPE application to the full AHCCCS application.
- 11.9 All HPE determinations will be electronically transmitted from HEAplus to the AHCCCS Online website and to OIG.
- 11.10 When a full AHCCCS application is not submitted at the same time as the HPE application, the Hospital must offer the applicant a follow-up appointment to complete the full AHCCCS application.
- 11.11 The Hospital must provide the applicant with a HPE decision in accordance with this agreement.

1.0 Advertising, Publishing and Promotion of Contract

The Hospital shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

2.0 Amendments:

- 2.1 Any amendment to this Agreement must be in writing and signed by both parties.
- 2.2 Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Agreement, from the effective date of the amendment, as if fully set out herein.
- 2.3 All requests for additional services shall be in writing and signed by both parties.

3.0 Arbitration and Disputes

In accordance with ARS § 12-1518, the parties to agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review

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except as may be required by other applicable statutes. The laws of the State shall govern any interpretation of this Agreement and the venue shall be in Maricopa County, Arizona.

4.0 Assignment and Delegation

This Agreement may not be assigned by any party without the prior written consent of the other parties. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the parties to this Agreement.

5.0 Contract Remedies

- 5.1 Non –Conforming Performance. Either Party’s failure to insist on strict performance of any term or condition of the Agreement 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.
- 5.2 Right to Assurance. If the State in good faith has reason to believe that the Hospital does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Hospital give a written assurance of intent to perform. Failure by the Hospital 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 terms and conditions or other rights and remedies available by law or provided by the contract.

6.0 CONTRACT TERMINATION

- 6.1 Termination for Convenience
Either party may voluntarily terminate this Agreement upon thirty (30) days written notice to the other party.
- 6.2 Termination for Conflict of Interest
This Agreement may be cancelled for conflict of interest pursuant to the provisions of A.R.S. § 38-511.
- 6.3 Termination for Cause
- 6.3.1 In the event that the Hospital or its subcontractor(s) commits any breach or default in any area of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within fifteen (15) days after receipt of written notice from AHCCCS, the Agreement may be terminated. AHCCCS shall inform the Hospital by sending notice of termination in writing, and such termination shall be effective as of the date of receipt of such notice.
- 6.3.2 AHCCCS has the right to terminate or suspend this Agreement upon twenty-four (24) hours written notice when AHCCCS deems the health or welfare of a member is endangered; the Provider fails to comply with this Agreement or with Federal and State laws and regulations; or there is a cancellation, termination or material modification in the Provider’s qualifications to provide.
- 6.3.3 In addition to the rights reserved in the contract, AHCCCS may terminate the Contract in whole or in part due to the failure of the Hospital 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

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Procurement Officer shall provide written notice of the termination and the reasons for it to the Hospital.

7.0 E-Verify Requirement

In accordance with ARS § 41-4401, all parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.

8.0 Execution in Counterparts / Electronic Documents

8.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same document.

8.2 Facsimile signatures and signatures transmitted by email after having been scanned shall be accepted as originals for the purposes of this Agreement.

9.0 Federal Immigration and Nationality Act

The parties shall ensure compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees to include but not limited to sub-contractors. All services under this Agreement shall be performed within the borders of the United States.

10.0 Fraud, Waste and Abuse Reporting:

The Hospital shall report all cases of suspected fraud waste or abuse involving the AHCCCS program. The Hospital shall immediately provide written notification of all such incidents to AHCCCS OIG.

11.0 Headings:

The section headings contained in this Agreement are provided for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

12.0 Indemnification

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 Hospital 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.

13.0 Non-Discrimination

In accordance with ARS § 41-1461 et. seq., the Parties shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. The Parties agree to comply with the Americans with Disabilities Act.

14.0 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 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-

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up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

15.0 RECORDS

15.1 Audit

Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Hospital'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.

15.2 The Hospital shall maintain all records relating to performance of this Agreement in compliance with all specifications for record-keeping established by AHCCCS. All books and records shall be maintained in such detail as to reflect each service provided. Such material shall be subject to inspection, audit or copying by the state, AHCCCS, the U.S. Department of Health and Human Services, and any other duly authorized representative of the state or federal government during normal business hours at the Hospital's place of business. OIG reserves the right to request and secure original records from the Hospital at the Hospital's expense. AHCCCS-OIG is responsible for maintaining and safeguarding the integrity of these records, and will provide the Provider with sufficient time to copy records for the Hospital's use.

15.3 Records Retention

The Hospital shall maintain records, including reports to AHCCCS and documentation used in the preparation of reports to AHCCCS. The Hospital shall comply with all specifications for record keeping established by AHCCCS. All records shall be maintained to the extent and in such detail as required by AHCCCS rules and policies. Records shall include, but not be limited to, financial statements, records relating to the quality of care, medical records, prescription files and other records specified by AHCCCS. The Hospital agrees to make available, at all reasonable times during the term of this contract, any of its records for inspection, audit or reproduction by any authorized representative of AHCCCS, State or Federal government. The Hospital shall be responsible for any costs associated with the reproduction of requested information.

The Hospital shall preserve and make available all records for a period of five (5) years from the date of expiration of this agreement unless a longer period of time is required by law. For retention of patient medical records, the Hospital shall ensure compliance with A.R.S. §12-2297 which provides, in part, that a health care provider shall retain patient medical records according to the following:

- 15.3.1 If the patient is an adult, the provider shall retain the patient medical records for at least six (6) years after the last date the adult patient received medical or health care services from that provider.
- 15.3.2 If the patient is under 18 years of age, the provider shall retain the patient medical records either for at least three (3) years after the child's eighteenth birthday or for at least six (6) years after the last date the child received medical or health care services from that provider, whichever date occurs later.

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In addition, the Hospital shall comply with the record retention periods specified in HIPAA laws and regulations, including, but not limited to, 45 CFR 164.530(j)(2).

If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination. Records which relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by AHCCCS, shall be retained by the Hospital for a period of five (5) years after the date of final disposition or resolution thereof.

15.4 **Confidentiality of Records and Disclosure of Confidential Information:**

15.4.1 The Hospital shall not, without prior written approval from AHCCCS, either during or after the performance of the services required by this Agreement, 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 nondisclosure requirement shall also pertain to any information contained in reports, documents, or other records furnished to the Hospital by AHCCCS.

15.4.2 The Hospital shall establish and maintain written policies procedures and controls, approved by AHCCCS, governing access to, duplication of, and dissemination of all such information 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, is 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 Hospital's data safeguard program shall further conform to the data confidentiality and security requirements of AHCCCS policy and procedures, and all-relevant state and federal requirements, including HIPAA standards.

15.4.3 The disclosure of information in summary, statistical, or other form that does not identify particular individuals is permitted only with prior AHCCCS approval. The use or disclosure of information concerning Members will be limited to purposes directly connected with the scope of this Agreement.

15.4.4 The Hospital shall advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. A signed confidentiality statement containing language approved by AHCCCS will be obtained from all employees, agents and subcontractors, if any, and maintained in the individual's personnel file with a copy sent to AHCCCS upon request.

16.0 **Severability**

If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, it is the intention of the parties that the remainder of the Agreement

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and the application of such provision to other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17.0 Subcontracts

All subcontracts must reference and require compliance with the Minimum Subcontract Provisions. See Minimum Subcontract Provisions on the AHCCCS Website at:
<http://www.azahcccs.gov/commercial/MinimumSubcontractProvisions.aspx>

18.0 Survival

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

***** END OF AGREEMENT *****