



**INTERGOVERNMENTAL AGREEMENT  
YH22-0007-01**

This Intergovernmental Agreement ("Agreement") is entered into by and between **Apache Behavioral Health Services, Inc. ("TRBHA")**, incorporated under the laws of the White Mountain Apache Tribe, a federally-recognized Indian Tribe, and the **Arizona Health Care Cost Containment System ("AHCCCS")**, the agency of the State of Arizona authorized to administer the Medicaid and behavioral health systems in the State of Arizona.

**Project Title: Tribal Regional Behavioral Health Authority**

**Term of Agreement:** The term of the Agreement is from **July 1, 2021**, through **June 30, 2026**, unless otherwise terminated or extended by mutual agreement of the Parties in a duly authorized and executed amendment.

**RECITALS**

WHEREAS, AHCCCS has authority to contract for services specified herein in accordance A.R.S. Title 36, Chapters 29 and 34, and A.R.S. §§ 11-951 and 11-952; and

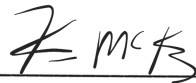
WHEREAS, the White Mountain Apache Tribe has the authority to contract for the performance of the services provided herein pursuant to the laws, rules and sovereign authority of the White Mountain Apache Tribe; and

WHEREAS, the White Mountain Apache Tribe has delegated to the TRBHA the authority to contract for the performance of the services provided herein;

NOW, THEREFORE, the TRBHA and AHCCCS (collectively, the "Parties" or individually, a "Party"), pursuant to the above and in consideration of the matters set forth herein, do mutually agree as follows:

**Apache Behavioral Health Services, Inc.**

**AHCCCS:**

Signature: 

Signature:   
Meggan LaPorte (Jun 24, 2021 13:18 PDT)

Printed Name: Kevin McKenzie

Printed Name: **Meggan LaPorte, CPPO, MSW**


Title: Chief Executive Officer

Title: **Chief Procurement Officer**

Date: June 29, 2021

Date: Jun 24, 2021

This Agreement has been reviewed by the undersigned Attorney who has determined that this Agreement is in the appropriate form and is within the power and authority granted to the TRBHA under the laws of Arizona and the White Mountain Apache Tribe.

 6-29-2021  
Signature date

Eric Dahlstrom  
Printed Name

Attorney at Law  
Title

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned General Counsel of the agency, who has determined that the Agreement is in the proper form and is within the powers granted under the laws of the State of Arizona to AHCCCS.

Nicole Fries 6/24/2021  
Nicole Fries 6/24/2021 (Jun 24, 2021 10:55 PDT)  
Signature date

Nicole Fries  
Printed Name

AHCCCS Associate General Counsel  
Title

## I. SCOPE OF WORK

### A. Background and Purpose

1. The Arizona Health Care Cost Containment System has the authority to administer the Medicaid and behavioral health systems in the State of Arizona. The Apache Behavioral Health Services, Inc. is organized under the laws of the White Mountain Apache Tribe, a federally-recognized Indian Tribe. The White Mountain Apache Tribe has authorized the Apache Behavioral Health Services, Inc. ("TRBHA") to enter into this Agreement and perform the duties of a Tribal Regional Behavioral Health Authority as defined by Arizona Administrative Code ("A.A.C.") § R9-22-1201(3)(W) (May 5, 2007).
2. The purpose of this Agreement is to delegate from AHCCCS to the TRBHA the duties described herein. The TRBHA agrees to use the funding provided through this Agreement to administer the programs described in this Agreement solely for the benefit of individuals and families who choose to have their behavioral health services coordinated by the TRBHA, and:
  - 2.1. Are:
    - 2.1.1. Individuals who are members of or are eligible for membership in the White Mountain Apache Tribe; or
    - 2.1.2. Individuals who reside in the household of or are a member of the immediate family of an individual described in 2.1.1; or
    - 2.1.3. Individuals who seek and receive services at the TRBHA's physical facility due to clinical necessity; or
    - 2.1.4. Individuals who reside on the Fort Apache Indian Reservation; and
  - 2.2. Meet the qualifications for one of the following eligibility groups:
    - 2.2.1. Individuals eligible for services under Titles XIX and XXI of the Social Security Act;
    - 2.2.2. Regardless of Titles XIX or XXI eligibility, persons who, in accordance with state law and SMI Eligibility Determination policies, have been determined to be "Seriously Mentally Ill" as defined by A.R.S. § 36-550(4) (2016);
    - 2.2.3. General Mental Health Adults ("GMH"): persons age eighteen (18) and older who have general behavioral health issues but 1) have not been determined to be Seriously Mentally Ill and 2) are not eligible for services under Titles XIX or XXI of the Social Security Act;
    - 2.2.4. Substance Abuse Adults ("SA"): persons age eighteen (18) and older who have a substance use disorder, or are referred for DUI screening, education and treatment, but 1) have not been determined to be Seriously Mentally Ill and 2) are not eligible for services under Titles XIX or XXI of the Social Security Act;
    - 2.2.5. Children below the age of 18 who are in need of behavioral health services but do not qualify for services under Titles XIX or XXI of the Social Security Act; or
    - 2.2.6. Any individual who participates in mental-health related prevention programs provided by or through the TRBHA.
3. Throughout this Agreement, the individuals and families who choose to have their behavioral health services coordinated by the TRBHA and are eligible for the TRBHA's services shall be referred to as

“Members.”

## **B. Care Coordination**

1. To the extent possible, the TRBHA shall coordinate healthcare services for Members including:

### 1.1. Treatment Services

- 1.1.1. Behavioral Health Counseling and Therapy.
- 1.1.2. Assessment, Evaluation and Screening Services.
- 1.1.3. Other Professional Services (including Traditional Medicine).

### 1.2. Rehabilitation Services

- 1.2.1. Skills Training and Development, and Psychosocial Rehabilitation Living Skills Training.
- 1.2.2. Cognitive Rehabilitation.
- 1.2.3. Behavioral Health Prevention/Promotion Education and Medication Training and Support Services (Health Promotion).
- 1.2.4. Psychoeducational Services and Ongoing Support to Maintain Employment.

### 1.3. Medical Services

- 1.3.1. Medication.
- 1.3.2. Laboratory, Radiology and Medical Imaging.
- 1.3.3. Medical Management.
- 1.3.4. Electro-Convulsive Therapy.

### 1.4. Support Services

- 1.4.1. Case Management services whose primary purpose is the application of clinical and behavioral knowledge to manage care needs for Members who are medically or behaviorally complex, and require intensive medical and/or psychosocial support.
- 1.4.2. Personal Care Services.
- 1.4.3. Home Care Training Family (Family Support).
- 1.4.4. Self-Help/Peer Services (Peer Support).
- 1.4.5. Home Care Training to Clients.
- 1.4.6. Unskilled Respite Care.
- 1.4.7. Supported Housing (based on funding availability).
- 1.4.8. Sign Language or Oral Interpretive Services.
- 1.4.9. Medically Necessary Non-Covered Services.
- 1.4.10. Transportation (Emergency and Non-emergency).

### 1.5. Crisis Intervention Services

- 1.5.1. Crisis Intervention Services (Mobile).
- 1.5.2. Crisis Intervention Services (Stabilization).
- 1.5.3. Crisis Intervention (Telephone).

## 1.6. Inpatient Services

- 1.6.1. Hospital.
- 1.6.2. Subacute Facility.
- 1.6.3. Residential Treatment Center.

## 1.7. Behavioral Health Residential Facility

- 1.7.1. Behavioral Health Residential Facility – short-term behavioral health facility, without Room and Board. Refer to HCPCS Code H0018 and AHCCCS AMPM Policy 320-V for further description.
- 1.7.2. Mental Health Services – Room and Board. Refer to AHCCCS AMPM Policy 320-T1 for behavioral health services funded by Block Grants and Discretionary Grants.
- 1.7.3. AHCCCS will work to assist the TRBHA in coordinating with Behavioral Health Residential Facilities, as needed, in addition to providing the TRBHA notification of prior authorization and continued stay.

## 1.8. Behavioral Health Outpatient Programs, including day hospital, intensive outpatient and outpatient programs.

## 1.9. Prevention Services (based on available funding)

## 2. The TRBHA shall conduct the following care coordination activities, and establish and follow care coordination policies and procedures that promote integration of services by:

- 2.1. When transitioning a Member to an AHCCCS Complete Care (ACC) health plan, provide to the receiving health plan any information related to any special needs of transitioning members in accordance with applicable provisions of AHCCCS AMPM Policy 520.
- 2.2. Engaging in activities that support Member advocacy, help Members navigate healthcare systems, and enable Members, families, and healthcare providers to work together and communicate effectively to achieve positive outcomes for Members.
- 2.3. To the extent possible, ensuring the provision of appropriate services in the least restrictive settings that meet Members' needs in the most cost-effective manner.
- 2.4. Provide care coordination that improves the quality of Members' care and meets the requirements set forth in this Agreement.
- 2.5. Specifying under what circumstances services are coordinated by the TRBHA, including the methods for coordination and specific documentation of these processes.
- 2.6. To the extent possible, coordinating AHCCCS-covered services with AHCCCS-registered providers, and with other community and social services organizations.
- 2.7. Employing a sufficient number of qualified personnel to fulfill all care coordination functions. [To the extent funding for services required by Agreement is provided]

- 2.8. AHCCCS Division of Fee-for-Service Management (“DFSM”) shall coordinate with the TRBHA to maintain continuity of care for Members transitioning to the TRBHA.
- 2.9. Establishing timely and confidential communication of clinical information among providers serving a Member consistent with AHCCCS requirements applicable to providers. The TRBHA shall facilitate this communication exchange as needed as follows:
  - 2.9.1. “Urgent”- Requests for intervention, information, or response within 24 hours.
  - 2.9.2. “Routine”- Requests for intervention, information or response within 10 days.
- 2.10. Establishing a process to ensure coordination of Members’ healthcare needs based on early identification of health risk factors or special care needs.
- 2.11. Coordinating care for Members with high behavioral or physical healthcare needs, and/or high costs.
  - 2.11.1. The TRBHA shall implement the following in collaboration with AHCCCS-DFSM:
    - 2.11.1.1. Identification of High Need/High Cost members;
      - 2.11.1.1.1. AHCCCS-DFSM will provide utilization reports to TRBHA to help identify High Needs/High Cost members.
      - 2.11.1.1.2. Plan interventions for addressing appropriate and timely care for identified High Need/High Cost Members; and
      - 2.11.1.1.3. Report outcomes summaries to AHCCCS as specified in the TRBHA Chart of Deliverables.
    - 2.11.1.2. Plan interventions for addressing appropriate and timely care for identified High Need/High Cost Members; and
    - 2.11.1.3. Report outcomes summaries to AHCCCS as specified in the TRBHA Chart of Deliverables.
  - 2.11.2. Care coordination meetings and staffing meetings including all providers and key stakeholders involved in the Member’s care, shall occur at least monthly, or as often as necessary, to discuss barriers and outcomes and to affect change.
- 2.12. Advocating for proper care for Members with known special healthcare needs, as defined in AHCCCS Medical Policy Manual (AMPM) Policy 520, as applicable, including:
  - 2.12.2. Identifying members with known special health care needs;
  - 2.12.3. Coordinating an assessment by appropriate behavioral healthcare professional(s) for the ongoing needs of each Member identified as having special health care need(s) or condition(s); and
  - 2.12.4. Coordinating direct access to an available specialist as appropriate for the Member’s condition and identified special health care needs (*e.g.* a standing referral).
- 2.13. Documenting interventions and changes in the coordination of care as they occur. The TRBHA’s records, including treatment plans and communication of clinical and behavioral information for each Member, should reflect all aspects of Members’ care coordination, including efforts to obtain treatment plans and communication of clinical and behavioral information.
  - 2.13.2. The TRBHA’s policies must include processes for digital (electronic) signatures when electronic documents are utilized.

- 2.14. To the extent possible, and within the appropriate scope of professional responsibility, implementing interventions to educate Members on the appropriate use of the ED and diverting Members to the right care at the appropriate place of service.
- 2.14.1 AHCCCS-DFSM will identify and track Members who utilize Emergency Department (ED) services 4 or more times within a 6 month time period. AHCCCS-DFSM will transmit that information to the TRBHA.
- 2.14.2 The TRBHA's interventions to educate Members should include but are not limited to:
- 2.14.2.1 Outreach phone calls/visits;
  - 2.14.2.2 Educational letters;
  - 2.14.2.3 Behavioral health referrals;
  - 2.14.2.4 High Need/High Cost program referrals;
  - 2.14.2.5 Disease management referrals; and/or
  - 2.14.2.6 Exclusive Pharmacy referrals.
- 2.15 The TRBHA will continue to maintain the management information system that collects, integrates, analyzes, validates and reports data necessary to implement care coordination. Data elements must include:
- 2.15.1 Member demographics;
  - 2.15.2 Services provided to Members; and
  - 2.15.3 Other information necessary to guide the selection of, and meet the data collection specifications required for care coordination.

### 3. Referral Network

- 3.1. The TRBHA may refer Members to AHCCCS-registered providers, including Indian Health Services and Tribally-owned/operated 638 system providers, in the Fee-for-Service Network. As necessary, the TRBHA is not limited to in-network referrals.
- 3.2. Network Assistance
- 3.2.1. The TRBHA shall make reasonable efforts to identify gaps in accessibility of services needed by Members, including identifying barriers to accessing care.
    - 3.2.1.1. The TRBHA will notify AHCCCS-DFSM upon identification of identified gaps in AHCCCS-DFSM's provider network and/or any identified barriers to accessing care including gaps in services, as described in the Chart of Deliverables.
    - 3.2.1.2. The TRBHA will assist AHCCCS-DFSM in identifying the number of providers competent in delivering services to Members with developmental disabilities and the number of providers with bilingual capabilities (including sign language).
    - 3.2.1.3. When barriers to accessing care or gaps in services are identified, AHCCCS will assist the TRBHA in obtaining necessary services, as well as work to address any systemic issues identified.
  - 3.2.2. AHCCCS will provide the TRBHA with quarterly utilization data through the SFTP and 834 files of AHCCCS enrollment and will notify the TRBHA of changes to the Fee-for-Service network due to provider termination or suspension. If AHCCCS makes such a change to the provider network, the TRBHA will collaborate with AHCCCS-DFSM to identify Members who need to transition to a different provider and will work on ensuring continuity of care for members.



3.3. To the extent possible, the TRBHA shall collaborate with AHCCCS to ensure that providers shall not be restricted or inhibited in any way from communicating freely with or advocating for persons regarding:

- 3.3.1. Behavioral health care, medical needs and treatment options, even if needed services are not covered by AHCCCS or if an alternate treatment is self-administered;
- 3.3.2. Any information the behavioral health recipient needs in order to decide among all relevant treatment options;
- 3.3.3. The risks, benefits, and consequences of treatment or non-treatment; and
- 3.3.4. The behavioral health recipient's right to participate in decisions regarding his or her behavioral health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

#### 4. Collaboration with Other Entities

4.1. In performing care coordination services, the TRBHA shall work collaboratively with any entity necessary to advocate for the effective treatment of Members, including, but not limited to:

- 4.1.1. Agencies of the State of Arizona, including AHCCCS, the Arizona Department of Economic Security ("ADES"), the Arizona Department of Public Safety, the Administrative Office of the Courts, and the Arizona Department of Corrections.
- 4.1.2. AHCCCS Complete Care (ACC) health plans, Regional Behavioral Health Authority – affiliated ACC and other Tribal Regional Behavioral Health Authorities.
- 4.1.3. Tribal governmental entities, including the White Mountain Apache Detention Center, the Juvenile Court and Youth Counselors, and other social service entities.
- 4.1.4. County and local governmental agencies, including the courts, the probation departments and jails.

4.2. Collaboration activities shall include:

- 4.2.1. Coordinating the delivery of behavioral health services to Members served by more than one entity, including:
  - 4.2.1.1. Sharing information among the entities;
  - 4.2.1.2. Resolving problems;
  - 4.2.1.3. Identifying resources that each entity will contribute to the care and support of Members; and
  - 4.2.1.4. Arranging for co-location as applicable.
- 4.2.2. Coordinating the care of Members co-enrolled with the ADES, Division of Developmental Disabilities ("DDD"), including:
  - 4.2.2.1. Working directly with DDD staff and service providers involved with the Member;
  - 4.2.2.2. Inviting DDD staff to participate in the development of the behavioral health services plan and all subsequent planning meetings as part of the clinical team; and
  - 4.2.2.3. Request the exchange of information regarding the initial assessment, and Individual or Family Support Plan.



4.2.2.4. AHCCCS will work with DDD regarding their obligation to coordinate care with the TRBHA, as needed.

4.3. The TRBHA and AHCCCS agree to meet periodically, at the request of either, outside of clinical staffings.

4.3.1. These meetings shall be held to address coordination of care issues, compliance coordination, collaboration issues and to solve any other identified problems.

4.3.2. The frequency of these meetings shall be often enough to identify and resolve issues in a timely manner but held at least semi-annually.

4.3.3. The meetings shall be attended by TRBHA and AHCCCS staff who have sufficient program and administrative knowledge and authority to resolve issues.

4.4. The TRBHA and AHCCCS agree to address and attempt to resolve coordination of care issues at the lowest possible level. In the event that the TRBHA is unable to resolve an identified issue, or has identified it as a systemic issue, AHCCCS shall respond if the TRBHA forwards the following in writing or by email to AHCCCS:

4.4.1. The issue that the TRBHA is unable to resolve;

4.4.2. The actions already taken that have not resulted in resolution of the issue; and

4.4.3. Recommendations for resolution of the problem.

4.5. AHCCCS will work with its network providers regarding their contractual obligations to coordinate care with the TRBHA.

## 5. Performance Standards:

### 5.1. Definitions

5.1.1. "Minimum Performance Standard" is the minimally expected level of performance by the TRBHA.

5.1.2. "Goal" is a reachable standard for a given performance indicator for the contract year. If the TRBHA has already met or exceeded the AHCCCS established or approved Minimum Performance Standard for any indicator, the TRBHA shall strive to meet the Goal for that indicator.

5.2. AHCCCS-DFSM will conduct biennial Operational Reviews/Administrative Reviews to ensure the TRBHA is meeting the Minimum Performance Standards of 85% with a Goal of 95% for each Standard identified in the Operational Review Tool. Operational Review Tool will be provided to the TRBHA sixty days before the review is scheduled to occur. AHCCCS will provide the TRBHA a report of the Operational Review findings within sixty days of completing the Operational Review.

5.3. If the TRBHA does not meet the Minimum Performance Standards pertaining to the Standards outlined in the Operational Review Tool, AHCCCS shall notify the TRBHA and collaboratively develop a work plan to address the identified Standards.

- 5.3.1. The work plan shall be received by AHCCCS within thirty (30) calendar days after notification to the TRBHA of the deficiencies.
- 5.3.2. The work plan shall be approved by AHCCCS prior to implementation.
- 5.3.3. AHCCCS may conduct one or more follow-up onsite reviews or other audit processes to verify progress with the work plan.
- 5.3.4. AHCCCS and the TRBHA will work together to jointly resolve issues and engage in ongoing collaboration to implement systemic improvements as outlined in the work plan. If there is unresponsiveness or neglect in implementing the work plan, AHCCCS may issue to the TRBHA a Notice of Concern, followed by a Corrective Action Plan, if necessary.

### **C. Block Grant Funded Services**

1. The Substance Abuse Prevention and Treatment Block Grant (SABG) and Mental Health Block Grant (MHBG) are annual formula grants (collectively Block Grants) provided to the states as authorized by the U.S. Congress to support behavioral health services. AHCCCS is the designated Single State Agency to administer block grants in Arizona. AHCCCS will communicate to advise the TRBHA of the availability of new grant resources received and made available by the State of Arizona and the ability and process for requesting additional funds as needed. Refer to AMPM Policy 320-T1 and AMPM 300-2B for additional guidance related to Non-Title XIX/XXI behavioral health services funded by Block Grants and Discretionary Grants.
2. General Requirements
  - 2.1. The TRBHA shall ensure that services funded under the federal block grants meet all legal requirements of the respective block grant.
  - 2.2. The TRBHA shall establish a mechanism for determining eligibility for utilization of block grant funding.
  - 2.3. The TRBHA must ensure that block grant funds are the payor of last resort.
3. General Prohibitions. The TRBHA shall not expend Block Grant funds on the following activities:
  - 3.1. To provide inpatient hospital services, with the exception of detox services (only if provided in an Outpatient setting, a free-standing Level I sub-acute facility, or Rural Substance Abuse Transitional Center).
  - 3.2. To make cash payments to intended recipients of health services.
  - 3.3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment.
  - 3.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds (Maintenance of Effort).
  - 3.5. To provide financial assistance to any entity other than a public or nonprofit private entity.

- 3.6. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS.
- 3.7. To pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of Level I of the Executive Salary Schedule for the award year; see [http://grants.nih.gov/grants/policy/salcap\\_summary.htm](http://grants.nih.gov/grants/policy/salcap_summary.htm).
- 3.8. To purchase treatment services in penal or correctional institutions.
- 3.9. To provide acute care or physical health care services including payments of co-pays.
- 3.10. Flex funds purchases.
4. Substance Abuse Block Grant Requirements.
  - 4.1. Purpose: The SABG supports primary prevention and treatment services for persons with substance use disorders. It is used to plan, implement and evaluate activities to prevent and treat substance abuse. Grant funds are also used to provide early intervention services for HIV and tuberculosis disease in high-risk substance abusers.
  - 4.2. SABG funds are used to ensure access to treatment and long-term recovery support services for (in order of priority):
    - 4.2.1. Pregnant women/teenagers who use drugs by injection;
    - 4.2.2. Pregnant women/teenagers who use substances;
    - 4.2.3. Other persons who use drugs by injection;
    - 4.2.4. Substance using women and teenagers with dependent children and their families, including females who are attempting to regain custody of their children; and
    - 4.2.5. All other clients with a substance abuse disorder, regardless of gender or route of use, (as funding is available).
  - 4.3. The TRBHA shall establish mechanisms to refer a pregnant woman who requests and is in need of substance use disorder treatment for admission to an appropriate facility within forty-eight (48) hours and for interim services prior to admission.
  - 4.4. As applicable, the TRBHA shall provide AHCCCS a waitlist report for documenting any SABG Priority Population Member who is awaiting placement in a residential treatment center.
  - 4.5. The TRBHA shall ensure that persons with substance use disorders are referred for tuberculosis (TB) services, such as counseling, testing, medical evaluation and treatment.
  - 4.6. The TRBHA shall establish early intervention services for Members the TRBHA is aware have been diagnosed with HIV or TB.

4.7. If the TRBHA receives funding, and subject to the availability of funds, the TRBHA may develop and implement primary substance abuse prevention services. Prevention services shall be made available for all individuals to reduce the risk of development or emergence of substance use disorders and to improve overall behavioral health status in targeted families and communities.

4.7.1. The TRBHA shall utilize evidenced-based prevention strategies.

4.7.2. The TRBHA will submit to AHCCCS every three years a Strategic Prevention Plan for the State Fiscal Year timeline which includes the activities for delivering and sustaining effective prevention services.

4.7.3. The TRBHA will submit to AHCCCS annually a Prevention Logic Model encompassing all prevention activities being proposed and implemented for the upcoming State Fiscal Year. The TRBHA may request a template from AHCCCS Division of Grants Administration.

4.7.4. The TRBHA will submit to AHCCCS an annual Prevention Budget detailing the planned expenditures under SABG Prevention dollars for the State Fiscal Year.

4.7.5. The TRBHA will submit quarterly Prevention Progress Reports, including but not limited to, community network collaborations, coalition efforts, prevention providers meetings, trainings, and community events and outreach activities.

4.7.6. The TRBHA shall submit a Prevention Program Description prior to the implementation of any new prevention program, including program name, a brief description of the programs consisting of the setting, priority population, intervention and goals, and monitoring and evaluation activities.

## 5. Mental Health Block Grant

5.1. The MHBG establishes or expands an organized community-based system of care for providing mental health services to adults determined to have a serious mental illness (“SMI”) and children determined to have a serious emotional disturbance (“SED”).

5.2. Services funded through the MHBG are based on available funding. The TRBHA shall prioritize expenditures of block grant funds and delivery of services for the following priority populations:

5.2.1. Non-Title XIX/XXI SMI; and

5.2.2. Non-Title XIX/XXI SED.

5.3. The TRBHA shall submit quarterly MHBG Program Status Reports to include information on SMI and SED services and activities within fifteen (15) days after the end of each quarter. AHCCCS will provide a template from AHCCCS-Division of Grants Administration.

## D. Crisis Response System

1. The TRBHA shall maintain a twenty-four (24) hours per day, seven (7) days per week crisis response system.

2. The crisis response system shall fulfill the following requirements:

2.1. The TRBHA shall have one toll free crisis telephone number and may have a local crisis telephone number. The crisis telephone number shall be widely publicized within the service

area. Having one publicized telephone crisis response line for the service area does not preclude the TRBHA from allowing or requesting providers to be the primary contact for crisis calls for behavioral health recipients that the provider serves.

- 2.2. A telephone crisis response line shall be sufficiently staffed to meet the reasonably expected service demand of all persons in the service area. The crisis phone response service shall, to the extent possible, be answered within three (3) telephone rings. Crisis phone response shall include triage, referral and dispatch of service providers and patch capabilities to and from 911 and other crisis providers as applicable.
- 2.3. Response to crisis calls shall be designed to meet the immediate and urgent response requirements and have the ability to record referrals, dispositions, and overall response time.
- 2.4. The TRBHA shall coordinate with appropriate providers to obtain substance use disorder/psychiatric stabilization services for Members on a 24-hour basis.
- 2.5. The crisis response system may respond with any of the services outlined in the Scope of Work of this Agreement but the service shall be clinically responsive to the needs of the person.
- 2.6. The crisis response system shall seek to arrange for responses to immediate and urgent response needs with services that resolve, not merely triage and transfer, and shall refer Members for services to be provided in the least restrictive setting possible, consistent with individual and family need and community safety.
- 2.7. The crisis response system must have protocols which provide the capacity to communicate with individuals who do not speak or understand English.
- 2.8. The TRBHA's customer service shall have patch capabilities to the crisis response system.
- 2.9. To the extent possible, the TRBHA shall initiate and maintain a collaborative effort with fire, police, emergency medical services, hospital emergency departments, AHCCCS Health Plans and other providers of public health and safety services as appropriate, to inform them of how to use the crisis response system. The TRBHA shall meet periodically with representatives of fire, police, emergency medical services and hospital emergency departments to coordinate services and to assess and improve the TRBHA's crisis response services.
- 2.10. To the extent possible, and when the TRBHA is aware of a member, the TRBHA is responsible for coordinating psychiatric and/or psychological consultations provided to Title XIX and Title XXI enrolled behavioral health recipients in on reservation local emergency room settings and, when appropriate, enrolled clients in off reservation emergency room settings. If a provider determines that the TRBHA member receiving services may need court-ordered evaluation (COE) and the person is off reservation, the TRBHA will coordinate with the provider in complying with A.R.S. § 36-520 *et seq.* When appropriate, the TRBHA may petition in accordance with A.R.S. § 36-520 *et seq.* If the person is on reservation the TRBHA shall comply with the relevant laws of the White Mountain Apache Tribe.

## **E. Individuals Determined to Have a Serious Mental Illness**

1. Overview: Individuals who have been determined to have a serious mental illness have distinct behavioral health care needs. AHCCCS is committed to meeting the behavioral health care needs of persons who have been determined to have a serious mental illness. Towards that end, the TRBHA shall fulfill the additional requirements set forth in this section to meet the needs of persons with a serious mental illness.
2. Eligibility Determinations for Serious Mental Illness
  - 2.1. The TRBHA, or the AHCCCS designated contractor, shall conduct reviews to determine if an adult person is seriously mentally ill as defined in A.R.S. § 36-550(4) in accordance with the Arizona Administrative Code Title 9, Chapter 21, Article 3 and the SMI Eligibility Determination Policy contained within the AHCCCS Medical Policy Manual (“AMPM”) Policy 320-P. These reviews shall be conducted for all persons who request a determination or those who meet criteria during an assessment as outlined in the AHCCCS policy.
  - 2.2. The TRBHA shall ensure that processes developed and utilized to determine if a person has a serious mental illness do not result in barriers for behavioral health recipients and excessive expense due to multiple layers of reviews beyond what is required by the SMI Eligibility Determination Policy.
3. Delivery of Services. Delivery of services for persons determined to have a serious mental illness shall comply with Arizona Administrative Code Title 9, Chapter 21. In addition to the other services described in this Scope of Work, the TRBHA shall fulfill the following service delivery requirements for Members who have been determined to have a serious mental illness.
  - 3.1. Special Assistance
    - 3.1.1. Special Assistance is the support provided to a person determined to have a Serious Mental Illness who is also unable to articulate treatment preferences and/or participate effectively in the development of the Individual Service Plan (ISP), Inpatient Treatment and Discharge Plan (ITDP), grievance investigation and/or appeal processes due to cognitive/intellectual impairment and/or a medical condition.
    - 3.1.2. The TRBHA shall require its staff and those subcontractors serving persons with a SMI to have the necessary skill and knowledge to identify and refer all persons in need of Special Assistance to the AHCCCS Office of Human Rights (OHR) under the Division of Community Advocacy and Intergovernmental Relations (DCAIR).
    - 3.1.3. The TRBHA will require its staff and subcontractors serving persons with a SMI to communicate regularly with any person designated by the AHCCCS Office of Human Rights (OHR advocate, guardian, family member or friend) to provide Special Assistance to the TRBHA’s Member.
  - 3.2. Housing Program

- 3.2.1. At AHCCCS' discretion and in collaboration with the TRBHA, the development of SMI housing shall be based upon the availability of funding, approval of the TRBHA's spending plan and the identified need of the Members.
- 3.2.2. Residential Placements or Independent Housing: The TRBHA shall not place persons with a serious mental illness in a residential program where no more than twenty-five percent (25%) of any housing complex can house individuals with a serious mental illness.
- 3.2.3. The TRBHA shall assess the living situation for all persons with a serious mental illness, including any cultural considerations and preferences to ensure that the person's basic needs are met in an environment that is safe, secure and consistent with their behavioral needs.
- 3.2.4. The TRBHA shall use its best efforts to promptly resolve any situations observed that pose a threat to a person's health or safety.
- 3.2.5. The TRBHA shall use its best efforts to assist individuals interested in moving to locate alternative settings with appropriate supports, consistent with their individual needs and preferences.
- 3.2.6. AHCCCS will make good faith efforts to enhance and expand housing services and interventions for AHCCCS members.
- 3.2.7. AHCCCS will work with its network providers regarding their contractual obligations to coordinate care with the TRBHA.

### 3.3. Services for Incarcerated Individuals Determined to have a Serious Mental Illness

- 3.3.1. The TRBHA shall work with jails and prisons to coordinate the discharge and transition of incarcerated individuals known to ABHS to ensure the continuation of any known prescribed medication and other behavioral health services.
- 3.3.2. The TRBHA shall collaborate with the appropriate County and White Mountain Apache Tribe's jail diversion programs for persons with a serious mental illness.
- 3.3.3. AHCCCS will work with its network providers regarding their contractual obligations to coordinate care with the TRBHA.

### 3.4. Arizona State Hospital

- 3.4.1. To the extent possible, the TRBHA shall collaborate with the Arizona State Hospital administration and attempt in good faith to agree upon, protocols for referral, bed utilization and census management, coordination of care, discharge planning and dispute resolution.
- 3.4.2. AHCCCS will coordinate with ADHS to assist the TRBHA with coordinating admissions, treatment and discharge planning, and with the patient health information and medical records request with the Arizona State Hospital.
- 3.4.3. The TRBHA shall use its best efforts to coordinate continuity of care for Members admitted to the Arizona State Hospital, including:
  - 3.4.3.1. Diversion of potential admission from the Arizona State Hospital, as appropriate;
  - 3.4.3.2. Coordination of the admission process with the Arizona State Hospital Admissions Office;



- 3.4.3.3. Participation in the Arizona State Hospital treatment and discharge planning;
- 3.4.3.4. Forwarding of available clinical and medical record information upon or shortly after admission; and
- 3.4.3.5. Responding promptly to any other requested communication and/or collaboration with the Arizona State Hospital.
- 3.4.4. AHCCCS will assist the TRBHA in working with the Arizona State Hospital in communication and collaboration efforts, in streamlining processes or providing education as it relates to the TRBHA and the tribal healthcare delivery system.
- 3.4.5. To the extent possible, the TRBHA shall make available and maintain community living arrangements, provide appropriate supports necessary to meet the individual needs, and ensure the appropriate discharge of persons with a serious mental illness from the Arizona State Hospital.

**F. Member Complaints, Grievances and Appeals**

- 1. The TRBHA will ensure that Members are aware of their rights and how to file a complaint, grievance and/or appeal.
- 2. The TRBHA will work with each Member to attempt resolution of the matter at the lowest level possible.
- 3. Complaints: the TRBHA shall develop and implement written internal procedures that guide the informal dispute resolution process including timeframes for resolution.
- 4. Grievances and appeals for Members who have not been determined to have a SMI
  - 4.1. For any adverse action taken by AHCCCS (*e.g.*, denial of prior authorization for an AHCCCS-covered service), the TRBHA will assist the Member in filing and pursuing any applicable grievance and/or appeal.
  - 4.2. For any adverse action taken by the TRBHA (*e.g.*, denial of a block grant service), the TRBHA will follow the procedures described in Arizona Administrative Code Title 9, Chapter 34, Article 2 as though the TRBHA is a “Contractor” and the Member is an “Enrollee” as defined in that Article.
- 5. Grievances and appeals for Members who have been determined to have a SMI
  - 5.1. For any adverse action taken by AHCCCS (*e.g.* denial of prior authorization for an AHCCCS-covered service), the TRBHA will assist the Member in filing and pursuing any applicable grievance and/or appeal.
  - 5.2. For any adverse action taken by the TRBHA (*e.g.* denial of SMI eligibility):
    - 5.2.1. The TRBHA shall comply with the appeals, grievances and requests for investigation processes described in Arizona Administrative Code Title 9, Chapter 21, Article 4.
    - 5.2.2. The TRBHA shall assist AHCCCS in processing SMI grievances and appeals by ensuring its staff comply with procedural requirements including, but not limited to, the provision of required notices to persons with a serious mental illness, participating in an

investigation, providing requested documents, participating in informal conferences or administrative hearings, as necessary.

5.3. AHCCCS shall work collaboratively with the TRBHA in identifying any actions to be taken resulting from an SMI grievance or appeal.

## **G. Quality Management**

1. The TRBHA shall institute processes to assess, plan, implement and evaluate the quality of care and quality of service provided to Members. The TRBHA must identify quality of care concerns and accept quality of care referrals from any source.

2. The TRBHA shall work with AHCCCS Division of Fee-for-Service Management (DFSM) Quality Management (QM) on reporting and performance improvement activities in accordance with applicable provisions of AHCCCS Medical Policy Manual (AMPM) Policy 830.

2.1. The TRBHA will work with DFMS QM on reporting of Incident/Accident/Death (IAD) and Quality of Care (QOC) activities which require elevation to the DFSM QM's attention and in accordance with the AMPM Policy 961. The TRBHA shall provide all pertinent information and clinical documentation regarding such incidents.

2.2. The TRBHA shall inform AHCCCS within one (1) calendar day of its knowledge of incidents/accidents involving Member(s) which, in its judgment, involve a potential high profile incident.

2.3. All reports of incident/accident/death and Internal Referral Forms (IRFs), including incidents of abuse, neglect, exploitation, healthcare-acquired conditions and unexpected deaths for all Members must be forwarded to AHCCCS-QM and include all pertinent information and available clinical documentation related to the incident.

2.4. The TRBHA shall periodically review cases in the Quality Management Portal and close or elevate cases to AHCCCS-DFSM QM as appropriate.

2.5. The TRBHA shall assist AHCCCS in tracking and trending, and in providing assistance to Members in a timely manner, when there are quality of care or quality of service concerns including access to care and/or gaps in services related to member issues.

2.6. The TRBHA shall comply with AHCCCS' reasonable data collection and analysis requirements. With the TRBHA's approval, AHCCCS may share information with the AHCCCS Complete Care health plans and affiliated Regional Behavioral Health Authorities, and other TRBHAs if AHCCCS determines it is necessary to improve coordination of care throughout AHCCCS.

2.7. The TRBHA will assist AHCCCS-DFSM, as needed, to resolve quality of care issues. Member and system resolutions may occur independently from one another.

2.8. AHCCCS will assist the TRBHA with quality of care concerns. To the extent possible, AHCCCS will provide information in a timely manner about the status and the resolution of critical quality of care concerns.

3. The TRBHA, shall perform necessary wellness checks on their Members at the request of AHCCCS-DFSM QM following an incident that may or may not involve their Member, but involves an AHCCCS registered provider.
4. The TRBHA shall coordinate with AHCCCS when Members placed in facilities must be relocated due to quality of care or quality of service concerns.
5. The TRBHA shall provide AHCCCS with a Quality Management/Serious Incident contact person(s).
6. The TRBHA shall provide clinical oversight, training, and technical assistance for the TRBHA's personnel based, in part, on AHCCCS' or the TRBHA's monitoring findings and corrective actions.
7. Behavioral Health Recipient Satisfaction Survey: The TRBHA shall actively participate in the development and implementation of the annual satisfaction survey.
  - 7.1. There are two surveys that will be implemented: 1) an Adult Member Survey and, 2) a Youth Services Survey for Families.
  - 7.2. The TRBHA shall use findings from the Satisfaction Survey to improve care for Members.
  - 7.3. Upon request, the TRBHA shall send completed member surveys to AHCCCS. The TRBHA shall analyze the member surveys and report the results to AHCCCS.
8. AHCCCS will work with its network providers regarding their contractual obligations to coordinate with the TRBHA.

#### **H. Communication with Members, Members' Families, Stakeholders and Providers**

1. The TRBHA shall be proactive in communicating information to Members, Members' families, stakeholders and providers to foster a community that understands the behavioral health delivery system. Such communication will include:
  - 1.1 How to access services, including emergency behavioral health/crisis services;
  - 1.2 What covered behavioral health services are available;
  - 1.3 Information on prevention and treatment of behavioral health problems;
  - 1.4 Customer service contact information, for both the TRBHA and AHCCCS;
  - 1.5 Information pertaining to new initiatives, projects, programs, and/or opportunities within the behavioral health system; and

1.6 Information describing the AHCCCS registered-provider network.

2. Upon request, the TRBHA shall assist AHCCCS in the dissemination of information to Members prepared by the federal government or AHCCCS. The cost of disseminating and communicating information shall be borne by the TRBHA.
3. All advertisements, publications, and printed materials which are produced by the TRBHA that refer to AHCCCS-covered services shall state that such services are funded through AHCCCS.

#### 4. Communications with Members

##### 4.1 Written Communication

- 4.1.1. The TRBHA shall educate Members about covered behavioral health services and where and how to access services.
- 4.1.2. Member Handbook.
  - 4.1.2.1. The TRBHA will provide each Member with a Member Handbook based on a template provided by AHCCCS. The TRBHA shall insert information into the Member Handbook template that details information specific to the TRBHA's operations.
  - 4.1.2.2. The Member Handbook shall be reviewed and updated by the TRBHA at least annually.
  - 4.1.2.3. The Member Handbook shall be provided to Members within ten (10) days of receiving a first service.
  - 4.1.2.4. The TRBHA's updated Member Handbook must be provided to all Members on an annual basis.
- 4.1.3. Other information.
  - 4.1.3.1. Written material shall use easily understood language and format. When there are major program changes, written notification shall be provided to the affected persons.
  - 4.1.3.2. All informational materials intended for distribution to Members shall be reviewed for accuracy by the TRBHA.

4.2 Oral Interpretation Requirements: the TRBHA shall make reasonable efforts to provide oral interpretation services available free of charge to all persons enrolled with AHCCCS served by the TRBHA as required for federally-funded services. This applies to all non-English languages, not just prevalent languages.

#### 5. Written Translation Requirements

5.1 All materials shall be translated into another language when the TRBHA is aware that a written language other than English is spoken by three thousand (3,000) individuals or ten percent (10%), whichever is less, of behavioral health recipients in the service area who also have Limited English Proficiency (LEP). AHCCCS acknowledges that no such other language currently exists.

- 5.2 The TRBHA shall make reasonable efforts to make verbal Apache language interpretations available as needed for vital material. Vital materials include, at a minimum, notice for denials, reductions, suspensions or terminations of services and consent forms.
- 5.3 All written notices informing persons of their right to interpretation and translation services shall be translated when the TRBHA is aware that one thousand (1,000) or five percent (5%), whichever is less, of the behavioral health recipients in the service area speak that language and have LEP.
- 5.4 Written materials shall be available in alternative formats for the visually impaired.
- 5.5 The TRBHA shall inform all behavioral health recipients that information is available in alternative formats and how to access those formats.
- 5.6 This section on Written Translation Requirements applies solely to languages that can be represented in written form. The Apache language does not have a written form.
6. Communications with Members' Families, Stakeholders, and State Agencies
  - 6.1 The TRBHA shall, at a minimum, make available the following general written information:
    - 6.1.1. Where and how to access behavioral health services including emergency behavioral health/crisis services;
    - 6.1.2. Information on the family members' role in the assessment and treatment for behavioral health services for the Member;
    - 6.1.3. Generic information on the treatment of behavioral health problems;
    - 6.1.4. Any limitations in involving family members or providing Members' information for adult persons who do not want information shared with family members;
    - 6.1.5. Customer service telephone numbers and hours of operation;
    - 6.1.6. How to identify and contact a Member's Acute Health Plan and Provider Coordinator(s) (to the extent applicable to TRBHA), and
    - 6.1.7. Covered behavioral health services.
  - 6.2 The TRBHA shall give the above stated written materials to providers to distribute to family members.
7. Member Information to Family Members
  - 7.1 The TRBHA shall encourage adult persons to include family members in the assessment and treatment for Members, unless it is contraindicated by family circumstances.
  - 7.2 The TRBHA shall share information regarding Members in accordance with confidentiality and HIPAA rules and policy as required by Federal, State and Tribal law.
8. Web Posting/ Online Media

8.1 The TRBHA shall maintain a website that is up to date, informative, relative, and user friendly. The website shall be organized to allow for easy access of information by behavioral health recipients, family members, providers and stakeholders.

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

- 8.2.1. How to access behavioral health services, including crisis contact information;
- 8.2.2. Member Handbook;
- 8.2.3. Customer service contact information for the TRBHA and AHCCCS;
- 8.2.4. TRBHA's hours of operation; and
- 8.2.5. Information for advocacy organizations, including advocacy for family members.

## **I. Outreach**

1. The TRBHA shall conduct outreach activities to inform persons regarding the availability of behavioral health services.
2. Outreach activities shall include, but are not limited to:
  - 2.1. Participation in local health fairs, or health promotion activities;
  - 2.2. Involvement with local school districts;
  - 2.3. Routine contact with AHCCCS Health Plan Behavioral Health Coordinators and/or primary care providers (PCPs); and/or Indian Health Services;
  - 2.4. Publication and distribution of informational materials;
  - 2.5. Liaison activities with local, Tribal and county jails, Arizona Department of Corrections, and Arizona Department of Juvenile Corrections;
  - 2.6. Routine interaction with agencies that have contact with substance abusing pregnant women;
  - 2.7. Development and implementation of outreach programs that identify persons with co-morbid medical and behavioral health disorders, persons with co-occurring developmental disabilities and behavioral health disorders, and those who may be determined to have a serious mental illness within the TRBHA's service area, including persons that reside in jails, homeless shelters or other settings; and
  - 2.8. Providing information to mental health advocacy organizations.
3. Family Partnership and Leadership
  - 3.1. The TRBHA shall make a good faith effort to include representatives of peers, family members and youth who receive TRBHA services in policy making and leadership roles (*e.g.* roles or membership on Boards of Directors, committees and/or advisory groups which make

recommendations on the development and implementation of programs, policies, and quality management activities).

- 3.2. To the extent possible, the TRBHA shall utilize family members, peer-run, family-run, and parent-support organizations to provide technical assistance, training, coaching and support to peers, family members and youth who assume leadership roles within the behavioral health system (i.e., roles or membership on Boards of Directors and advisory groups which make recommendations on the development and implementation of programs, policies, and quality management activities).
- 3.3. To the extent possible, if no peer-run, family-run or parent support organizations exist or have a presence in a certain geographical region, then the TRBHA and providers shall work to strengthen or establish these types of organizations.

## **J. Key Personnel and Staff Requirements**

1. The TRBHA shall continue to maintain a sufficient number of personnel, capable of and devoted to the successful accomplishment of work to be performed under this Agreement. The TRBHA will ensure that all staff have appropriate training, education, experience, orientation, credentialing and the appropriate licenses, as applicable, to fulfill the requirements of their positions.

### **2. Key Personnel.**

2.1. The TRBHA will assign a specific individual or individuals to the following key positions:

- 2.1.1. Chief Executive Officer, who has ultimate responsibility to oversee the management of, and adherence to, requirements set forth in this Agreement.
- 2.1.2. Chief Medical Officer, who is a State licensed physician, board-certified in psychiatry, and will be actively involved in all major clinical programs and quality management components, and will ensure timely medical decisions. Based on extenuating circumstances, such as undue hardship in filling this role with a licensed physician, AHCCCS has approved replacing this position with a Chief Clinical Officer, who is a licensed registered nurse or behavioral health professional with appropriate education and experience to be actively involved in all major clinical programs and quality management components.
- 2.1.3. Care Coordination Administrator: who is a registered nurse or individual with a Master's degree in health services, health care administration, or business administration if not required to make medical necessity determinations. The primary functions of the Care Coordination Administrator are:
  - 2.1.3.1. Develop, implement and monitor the provision of care coordination, care management and case management functions; and
  - 2.1.3.2. Monitor, analyze and implement appropriate interventions based on utilization data provided by AHCCCS, including identifying and correcting over or under utilization of services.
- 2.1.4. Quality Management Contact(s)
  - 2.1.4.1. The QM Contact(s) shall be a point of contact responsible for communicating with AHCCCS to coordinate the care of Members during periods when



continuation of operation is needed, such as fires or other public emergency situations.

2.1.4.2. A QM Contact shall be accessible 24 hours a day, seven days a week to work with AHCCCS and/or other State and/or governmental agencies on urgent issue resolutions.

2.1.4.3. The QM Contact(s) shall have 1) access to information available to the TRBHA necessary to identify members who may be at risk, their current health/service status, 2) ability to initiate new placements/services, and 3) availability to perform status checks at affected facilities and potentially ongoing monitoring, if necessary.

2.1.4.4. The TRBHA shall supply AHCCCS with the contact information for the QM Contact(s), such as a telephone number, to call in these urgent situations.

2.2. The TRBHA will provide written notice to AHCCCS prior to removal of Key Personnel whenever reasonably possible.

2.3. If Key Personnel are not available for work under this Agreement for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the TRBHA will notify AHCCCS within seven (7) calendar days, and will replace the personnel with other qualified personnel.

### 3. Staff Requirements

3.1. The TRBHA will maintain organizational, managerial and administrative systems and staff capable of fulfilling all Agreement requirements.

3.2. In addition to the required Key Personnel listed above, at a minimum, the TRBHA will employ, contract with or assign staff to fulfill these identified functions:

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

3.2.2. Prevention Services Administrator, if the TRBHA accepts prevention funds from AHCCCS, the TRBHA will designate a lead prevention services administrator who will serve as the primary liaison to AHCCCS. The TRBHA will have representation in all AHCCCS-facilitated Prevention Administrator meetings.

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

3.2.4. Quality Management Administrator, who is responsible for oversight of the quality management requirements of the Agreement and coordinates with the AHCCCS-DFSM QM.

3.2.5. Customer Services Administrator, who coordinates communications with eligible persons and acts as, or coordinates with, advocates, providers and others to resolve member/SMI grievances.

- 3.2.6. Information Systems Administrator, who is responsible for oversight of the management information systems requirements of the Agreement.
- 3.2.7. Quality Improvement Specialist, who will be a Certified Professional in Healthcare Quality (CPHQ) or have comparable education and experience in data and outcomes measurement; be responsible for improving clinical quality performance measures; develop and implement performance improvement projects; utilize data to develop intervention strategies to improve outcomes; and report quality improvement/performance outcomes.
- 3.2.8. Care Coordinator(s), who when care coordination among providers is needed, assess the level and type of care needed from other providers in coordination with service providers.

3.3. An individual may fulfill more than one Staff Requirement function so long as that individual can meet all of the duties required of each function required by this Agreement.

4. The TRBHA will maintain the following points of contact:

- 4.1. Interagency Liaison Contact, who will be a point of contact regarding coordination of care with AHCCCS Health Plans, AHCCCS Complete Care (ACC) affiliated Regional Behavioral Health Authorities (RBHAs), State and Tribal Agencies.
- 4.2. Child Welfare System Expert, who is an expert in the requirements of the White Mountain Apache Tribe and Arizona child welfare systems, as applicable, and the special needs of children taken into the care and custody of those child welfare systems and the special needs of adopted children. This expert shall assist the TRBHA in designing, implementing and coordinating care for Members.

**K. Management Information System**

- 1. The TRBHA shall continue to maintain its management information system which currently meets AHCCCS data processing and interface requirements as outlined in this Agreement and in the following documents incorporated by reference. The TRBHA may also refer to the AHCCCS Technical Interface Guidelines for additional support.
  - 1.1. AHCCCS Program Support Policies and Procedure Manual; and
  - 1.2. The Demographic and Outcome Data Set User Guide (DUGless User Guide).
- 2. The TRBHA’s management information system’s capability of sending and receiving information to and from AHCCCS and capability of receiving information from service providers shall be maintained. All electronic data shall be encrypted as required by HIPAA privacy security requirements. The TRBHA shall maintain its management information system personnel to support the maintenance and functioning of the management information system. These personnel shall have management information system technical knowledge as well as knowledge of health care or behavioral health delivery systems knowledge.

3. If either Party plan to make any modifications that may affect any of the data interfaces, it shall first provide the other Party with the details of the planned changes, the estimated impact upon the interface process, and unit and parallel test files. The Party planning to make such modifications shall allow sufficient time for the other Party to evaluate the test data before approving the proposed change. The Party planning to make such modifications shall also notify the other Party in advance of the exact implementation date of all changes so each Party can monitor for any unintended side effects of the change.
4. The Party that intends to make system modifications under Section 3 above will provide the other Party at least ninety (90) days advance notice prior to a system change unless it has been determined that the change is immediately needed and vital to system operations. If an immediate change is vital, then such advance notice as is reasonably possible is required.
5. The TRBHA will identify staff who will utilize the PMMIS system, the SMI Grievance and Appeals database, the AHCCCS FTP Server, and all other AHCCCS systems that require user registration and monitoring of continued access and discontinuation of access rights of the TRBHA's staff.

## **II. FINANCIAL PROVISIONS**

### **A. Payments to the TRBHA (General Requirements for All Funding Sources)**

1. AHCCCS will provide to the TRBHA a document detailing the amounts to be paid to the TRBHA by funding source (the "Allocation Schedule" or "Payment Report"). Any deviation from the Allocation Schedule must be approved by AHCCCS and the TRBHA in writing. AHCCCS will make payments to the TRBHA in compliance with the Allocation Schedule.
2. Payments are conditioned upon the rights and obligations of this Agreement and federal law and the availability of funds authorized and appropriated by the State Legislature for expenditure in the manner and for the purposes stated in this Agreement. Neither AHCCCS nor the State shall be liable for any purchase(s) entered into by the TRBHA in anticipation of such funding except for those purchase(s) made at the direction of AHCCCS or in compliance with an AHCCCS approved financial, compliance or performance audit work plan.
3. Payments made by AHCCCS to the TRBHA are conditioned upon receipt by AHCCCS of applicable timely, accurate and complete reports, documentation and any other information due from the TRBHA under the Agreement, unless prior written approval waiving such requirement(s) is obtained from the AHCCCS Director or designee. If the TRBHA is in any matter in default in the performance of any material obligation under the Agreement, including in the process of administrative appeal, arbitration, or if financial, compliance or performance audit exceptions are identified, AHCCCS may, at its sole option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception. The TRBHA shall have the right to 30 days written notice of AHCCCS' action in adjusting the amount of payment or withholding payment. Under no circumstances shall AHCCCS authorize payments that exceed an amount specified in this Agreement without an approved written amendment to the Agreement. AHCCCS may withhold final payment to the TRBHA until all final reports and deliverables are received or receipt is waived.

4. The TRBHA will use practices, procedures and standards specified in and required by the State of Arizona Accounting Manual (<http://www.gao.az.gov/publications/SAAM>) and any Uniform Financial Reporting Requirements in the management, recording and reporting of Agreement funds received from AHCCCS and in producing audited financial statements.
5. Revenue and Expense Report
  - 5.1. AHCCCS will provide the TRBHA with a template entitled “Revenue and Expense Report” that shall include a “Disclosures and Adjustments” page/tab. This Report will correlate with the funding sources outlined in the State Fiscal Year (SFY) Allocation Schedule.
  - 5.2. The TRBHA will complete the Revenue and Expense Report on an accrual basis and submit it to AHCCCS-Division of Health Care Management (DHCM) no later than sixty (60) days after the end of each quarter as described in the Chart of Deliverables.
  - 5.3. Reclassifications, adjustments, titles of positions and number of Full-Time Equivalents funded with Title XIX/XXI Tribal administrative funds, any rationale for over/under spending and quarter over quarter change, should be noted on the Disclosures and Adjustments page/tab. For SABG, the TRBHA will disclose spending according to the requested category breakout. The TRBHA will disclose adjustments to prior years and prior months in the current year.
6. Funding received through this agreement shall be retained by the TRBHA to be used for the sole purpose of providing services required by this Agreement. All funding received under this Agreement must be maintained in a separate fund (account).
7. AHCCCS recognizes that interim financial statements are based on information available at the end of the reporting period, which may be incomplete. Revisions to a prior period will invalidate the previously submitted report.
8. If applicable, the TRBHA will provide AHCCCS with a copy of its most recent Indirect Cost Agreement approval letters from the federal government within seven days of receipt by the TRBHA.
9. The TRBHA will have a system to produce complete, timely, reliable and accurate financial records and reports in accordance with the following requirements for financial reporting:
  - 9.1. The TRBHA will design and implement its financial operations system and reports to ensure compliance with Generally Accepted Accounting Principles, Government Auditing Standards and, as applicable, 2 C.F.R. Parts 200 and 300, and 45 C.F.R. Part 75.
  - 9.2. The TRBHA shall submit a quarterly Certification Statement signed and dated by the TRBHA’s chief financial officer within sixty (60) days of the end of each quarter.
  - 9.3. The TRBHA will submit annual audited financial statements to AHCCCS-DHCM no later than nine (9) months after the end of the TRBHA’s fiscal year. If the TRBHA expends \$750,000.00 or more in federal awards it will have a single audit conducted pursuant to 2 C.F.R. Part 200, Subpart.

These audited financial statements must be prepared by an independent auditor and include supplemental schedules and audit opinions.

10. Requests for extension of reporting deadlines shall be submitted in writing to AHCCCS-DHCM and must be received by AHCCCS prior to the report due date. Approvals for extension are valid only if issued in writing by AHCCCS.
11. In accordance with A.R.S. § 35-190, State General Funds are appropriated by the State Legislature and must be expended (based on dates of service) by June 30 of each year at both the TRBHA and subcontractor levels.
  - 11.1. The TRBHA and its subcontractors may not defer State General Funds past the current SFY.
  - 11.2. Goods and/or services ordered by June 30 but received on or after July 1 may generally be charged to the previous state fiscal year if all three of the following conditions are met:
    - 11.2.1. The expenditure is valid for the previous state fiscal year;
    - 11.2.2. The contractual liability related to the claim was created on or before June 30; and
    - 11.2.3. When the invoice arrives, there must be sufficient spending authority available to make the payment.
  - 11.3. No later than March 31st of each year, the TRBHA will provide AHCCCS-DHCM with an estimated list of State General Funds, by funding source, that the TRBHAs and its subcontractors will not expend by the end of the state fiscal year.
  - 11.4. The TRBHA will return unexpended State General Funds to AHCCCS within fifteen (15) days of AHCCCS' request regardless of whether the TRBHA or a subcontractor holds those funds.
  - 11.5. The TRBHA will notify its subcontractors of the requirements under this section.
12. The TRBHA shall reimburse AHCCCS upon request, or AHCCCS may deduct from future payments provided to the TRBHA under the Agreement, any amounts determined by AHCCCS to represent:
  - 12.1. Costs related to services which have been inaccurately reported;
  - 12.2. Costs related to services that have not been provided;
  - 12.3. Costs of services for which the TRBHA's books, records, and other documents are not sufficient to clearly confirm were used by the TRBHA to provide such services;
  - 12.4. Costs of services sustained as a financial audit exception; or
  - 12.5. Costs of services which have not been provided in accordance with applicable regulations, laws, policies and this Agreement, to include services which have been determined to be unnecessary.

13. "State fiscal year" means the period beginning with July 1 and ending June 30.
14. No profit is allowed under this Agreement. The TRBHA is under no obligation to deliver or pay for services not reasonably funded by the Agreement. The TRBHA will manage allocated funds in a manner sufficient to enable it to perform under the Agreement for the entire state fiscal year to the extent funding for services required by the Agreement are provided.
15. Costs and Payments
  - 15.1. Applicable Taxes.
    - 15.1.1. Payment of Taxes. The TRBHA shall be responsible for paying all applicable taxes. The TRBHA and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the TRBHA. The TRBHA 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.
    - 15.1.2. 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.
    - 15.1.3. IRS W9 Form. In order to receive payment, the TRBHA shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
  - 15.2. Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Agreement beyond the current state fiscal year until funds are made available for performance of this Agreement. The TRBHA is under no obligation to deliver or pay for services if funding under the Agreement is not received by the TRBHA.
  - 15.3. 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:
    - 15.3.1. Accept a decrease in price offered by the TRBHA; or
    - 15.3.2. Cancel the Agreement.

## **B. Management of Title XIX/XXI Administrative Funding**

1. To determine the annual budget for the TRBHA, AHCCCS will create a model for the TRBHA to complete that will take into account the number of staff performing work under the Agreement, their salaries, the time spent performing duties, caseload ratios, vehicle costs, Employee Related Expenses ("ERE"), and other indirect costs. The model may be updated yearly as new

information becomes available. The model will be made available to the TRBHA to periodically update and upon request by the TRBHA. Based on the annual budget, AHCCCS shall make monthly payments to the TRBHA in compliance with A.R.S. Titles 35, 36 and 41. AHCCCS DHCM-Finance will provide guidance on allowable use of administrative funding, as needed.

2. The TRBHA will submit a quarterly report by the 60<sup>th</sup> calendar day following the end of each quarter detailing the Title XIX Revenues and Expenditures along with copies of Contractor Expenditure Reports (CER) for the quarter and any adjusted CERs from previous quarters, if requested, to AHCCCS-DHCM. The quarterly report will be used by AHCCCS to reconcile the monthly payments made during the quarter to the TRBHA. If there is an overpayment or underpayment, AHCCCS will adjust future payments to the TRBHA accordingly to make the account whole. Failure of the TRBHA to submit timely quarterly financial reports will result in payment delays to the TRBHA.
3. Any funds provided under this Agreement that remain subsequent to the state's fiscal year end may impact the following year's revenue provided by AHCCCS.
4. The TRBHA shall develop and maintain internal controls and systems to separately account for all funding received under this Agreement. The TRBHA will provide AHCCCS with a quarterly report detailing all activities for funds received under this Agreement as described in the Chart of Deliverables.

#### **C. Management of State General Funds for NTXIX Services**

1. At AHCCCS' request, the TRBHA will submit a Contractor Expenditure Report ("CER") with supporting documentation for reimbursement of State General Funds for NTXIX Services, Supported Housing, and Crisis.
2. Any State General Funds allocated for housing must be spent in accordance with an approved housing plan for individuals meeting the Seriously Mental Ill designation.
3. Mortgages and Financing of Property: AHCCCS shall be under no obligation to assist, facilitate, or help the TRBHA secure the mortgage or financing if a TRBHA intends to obtain a mortgage or financing for the purchase of real property or construction of buildings on real property.

#### **D. Management of Federal Block Grant and other NTXIX Federal Funds**

1. The TRBHA will use SABG funds solely for planning, implementing and evaluating activities to prevent and treat substance abuse, and provide early intervention services for HIV and tuberculosis disease in high-risk substance users.
2. The TRBHA will use MHBG funds solely for services for adults determined to have a SMI and children determined to have a SED, and evidence-based practices for first episode psychosis.
3. The TRBHA will use other grant funding as allocated by AHCCCS for the purposes set forth in the applicable federal grant requirements.



4. The TRBHA will:
  - 4.1 Manage, record, maintain fiscal controls, and report federal grant funds in accordance with the practices, procedures, and standards in the State of Arizona Accounting Manual (“SAAM”), 2 CFR Parts 200 and 300, 45 C.F.R. Part 75, and applicable federal grant requirements;
  - 4.2 No later than March 31st of each year, the TRBHA will provide AHCCCS-DHCM with a list of Block Grant Funds, by funding source, that the TRBHAs and its subcontractors will not expend by the end of the state fiscal year.
  - 4.3 Comply with all terms, conditions, and requirements of the SABG and MHBG Block Grants to the extent applicable, including but not limited to:
    - 4.3.1 Confidentiality of Alcohol and Drug Patient Records (42 C.F.R. Part 2);
    - 4.3.2 Charitable Choice Provisions; Final Rule (42 C.F.R. Parts 54 and 54a);
    - 4.3.3 Substance Abuse Prevention and Treatment Block Grant; Interim Final Rule (45 C.F.R. §§ 96.45, 96.51, and 96.120-121);
    - 4.3.4 Health Omnibus Programs Extension Act of 1988, Subtitle E General Provisions, November 4, 1988 (P.L.100-607) (42 U.S.C. § 300ee-5);
    - 4.3.5 Children's Health Act of 2000 (P.L. 106-310);
    - 4.3.6 ADAMHA Reorganization Act of 1992 (P.L. 102-321); and
    - 4.3.7 Public Health Service Act (includes Title V and Title XIX).
  - 4.4 Report MHBG and SABG grant funds and services separately and provide information related to block grant expenditures to AHCCCS upon request.
  - 4.5 Submit TRBHA and subcontractor expenditure data to AHCCCS consistent with the annual funding levels in the Allocation Schedule.
  - 4.6 Manage the federal block grant funds during each fiscal year to make funds available for obligation and expenditure until the end of the fiscal year for which the funds were paid. When making transfers involving federal block grant funds, the TRBHA shall comply with applicable requirements in accordance with the Federal Block Grant Funds Transfers Cash Management Improvement Act of 1990 and any rules or regulations promulgated by the U.S. Department of the Treasury including, 31 CFR Part 205, and the State of Arizona Accounting Manual (SAAM).
  - 4.7 Not discriminate against non-governmental organizations on the basis of religion in the distribution of Block Grant funds.
  - 4.8 Comply with prevention funds management, if applicable.
  - 4.9 Comply with all applicable terms, conditions, and requirements for any federal grant funding as outlined in the Allocation Schedule.
5. The TRBHA’s financial monitoring of SABG and MHBG funds, Other Federal Grants, and Non-Title XIX/XXI funding, including general funds, must include the following, if applicable:

- 5.1 Policies and procedures that outline internal monitoring of Non-Title XIX/XXI funds, including general funds, Other Federal Grants, and federal block grant requirements.
- 5.2 Notify relevant subcontractors of required sub-award information and Single Audit submission requirements. Non-Federal entities that expend \$750,000 or more in a fiscal year in federal awards shall have a Single Audit conducted for that year in accordance with 2 CFR Part 200 Subpart F.
- 5.3 Maintain tracking tool to monitor receipt of Single Audits. At a minimum, the tool should contain the following information: Provider Name, Audit Received Date, Management Decision Letter Date, Audit Findings (Y/N) and Date Response/Corrective Action Plan Received.
- 5.4 Issue management decisions for audit findings as required by §200.521 Management decision.
- 5.5 Track grant funds, including unexpended funds, for appropriate allocation by category, recoupment and/or return to AHCCCS.
- 5.6 Monitor grant and other Non-Title XIX/XXI activities to ensure SABG and MHBG funds, Non-Title XIX/XXI funds, including general funds, and Other Federal Grants are expended for authorized purposes.
- 5.7 Add to contracts with subcontractors that subcontractors must comply with 2 CFR Part 200, Subpart F, and have internal policies and procedures related to SABG and MHBG funds, Non-Title XIX/XXI funds, including general funds, and Other Federal Grants.

### **III. TERMS AND CONDITIONS**

#### **A. Agreement Administration and Operation**

1. Offshore Performance of Work Prohibited: Any services that are described in the 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 will 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 Agreement. This provision applies to work performed by subcontractors at all tiers.
2. Licenses: The TRBHA will maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the TRBHA.
3. Term of Agreement
  - 3.1. The term of the Agreement is from July 1, 2021, through June 30, 2026, unless otherwise terminated or extended by mutual agreement of the Parties in a duly authorized and executed amendment.

3.2. All Agreement extensions will be through written amendment executed by both Parties. The terms and conditions of any such extension will remain the same as the original Agreement, unless expressly amended therein.

#### 4. Agreement Changes

4.1. Amendments. The Agreement may be modified only by mutual consent of the Parties through written amendment signed by the AHCCCS Procurement and Contracts Manager and the TRBHA Chief Executive Officer, or their authorized representatives. Unauthorized changes to the Agreement or unauthorized written amendments will be void and without effect, and the TRBHA will not be entitled to any claim under this Agreement based on those changes.

4.2. Subcontracts. The TRBHA will not enter into any subcontract under this Agreement for the performance of any administrative function required by this Agreement without advance written notice to AHCCCS-DFSM. The TRBHA will clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The subcontract will incorporate by reference the applicable terms and conditions of this Agreement. This section does not apply to subcontracts with behavioral health service providers.

4.3. Assignment and Delegation. The TRBHA will not assign any right nor delegate any duty under this Agreement without the prior written approval of AHCCCS-DFSM. AHCCCS will not unreasonably withhold approval.

#### 5. Agreement Interpretation

5.1. Governing Law. This Agreement will be interpreted under the applicable laws of the United States, State of Arizona, and the White Mountain Apache Tribe. If any laws conflict, the laws of the United States will control.

5.2. Severability. The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid will not affect any other term or condition of the Agreement.

5.3. No Parole Evidence. This Agreement 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 will supplement or explain any terms used in this document and no other understanding either oral or in writing will be binding.

5.4. No Waiver. Either Party's failure to insist on strict performance of any term or condition of the Agreement will 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.

#### 6. Contractual Remedies

6.1. Notice and Opportunity to Cure. In the event of a breach of the Agreement, the non-breaching Party must notify the breaching Party of the breach in writing. If the breach is

capable of cure, the non-breaching Party must describe how the breach can be cured and identify a reasonable deadline by which any cure must be completed.

6.2. Work Plans. AHCCCS and the TRBHA may collaboratively develop a work plan to address deficiencies in the performance of this Agreement. The TRBHA will implement the work plan to bring performance into compliance in accordance with the work plan, and within the timeframes agreed to by the TRBHA and AHCCCS.

6.3. Non-exclusive Remedies. The rights and the remedies of the Parties under this Agreement are not exclusive.

6.4. Technical Assistance. AHCCCS will provide technical assistance in good faith to the TRBHA to support TRBHA programming and to assist in achievement of compliance with any relevant Agreement terms. AHCCCS' provision of technical assistance to the TRBHA to assist in achievement of compliance with any relevant Agreement terms does not relieve the TRBHA of its obligation to fully comply with any relevant Agreement term or any other terms of this Agreement. Notwithstanding the foregoing, if AHCCCS does not make good faith efforts to provide technical assistance to the TRBHA upon request, noncompliance with any relevant Agreement terms cannot be used as grounds for adverse action, including termination or cancellation, of the Agreement.

6.5. Right of Offset. AHCCCS will be entitled to offset against any sums due the TRBHA, any expenses or costs incurred by AHCCCS, or damages or sanctions assessed by AHCCCS concerning the TRBHA's non-conforming performance or failure to perform the Agreement.

#### 6.6. Sanctions

6.6.1. AHCCCS reserves the right to impose financial sanctions if the TRBHA engages in any of the following conduct:

6.6.1.1. Misrepresentation or falsification of information provided to AHCCCS;

6.6.1.2. Misrepresentation or falsification of information provided to a member, potential member, subcontractor or health care provider;

6.6.1.3. Noncompliance with quality of care or quality management requirements;

6.6.1.4. Submitting incomplete or inaccurate reports, deliverables or other information requested by AHCCCS;

6.6.1.5. Submitting reports, deliverables or other information requested by AHCCCS more than 180 days after the deadline for production; or

6.6.1.6. Engaging in conduct which jeopardizes Federal Financial Participation or other federal funding.

6.6.2. AHCCCS will consider the severity of the violation to determine the amount of sanction. The amount of the sanction will be proportionate to the severity of the non-compliance action.

6.6.3. AHCCCS will provide written notice to the TRBHA specifying the amount of the sanction, the grounds for the sanction, the amount of funds to be withheld from the TRBHA's payments, the steps necessary to avoid future sanctions and the TRBHA's right to file a claims dispute to challenge the sanction.

6.6.4. The TRBHA will complete all necessary steps to correct the violation that precipitated the sanction. AHCCCS may impose additional sanctions, which may be equal to or greater than the sanction imposed for the unresolved violation, in the event the TRBHA fails to adequately correct the violation within established timeframes. Sanctions are not subject to the Notice and Opportunity to Cure provisions in A.6.1.

## 7. Agreement Termination

- 7.1. Cancellation for Conflict of Interest. AHCCCS may cancel this Agreement within three (3) years after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State is or becomes, at any time while the Agreement or an extension of the Agreement is in effect, an employee of or a consultant to any other Party to this Agreement with respect to the subject matter of the Agreement. The cancellation will be effective when the TRBHA receives reasonable written notice of the cancellation unless the notice specifies a later time.
- 7.2. Gratuities. AHCCCS may, by written notice, terminate this Agreement, in whole or in part, if the State determines that employment or a gratuity was offered or made by the TRBHA or a duly authorized representative of the TRBHA (i.e., key personnel) to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing of the Agreement, an amendment to the Agreement, or favorable treatment concerning the Agreement, including the making of any determination or decision about Agreement performance.
- 7.3. Suspension or Debarment. AHCCCS may, by written notice to the TRBHA, immediately terminate this Agreement if AHCCCS determines that the TRBHA 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 an Agreement will attest that the TRBHA is not currently suspended or debarred. If the TRBHA becomes suspended or debarred, the TRBHA will immediately notify AHCCCS.
- 7.4. Termination for Convenience. Upon thirty (30) days written notice to the other Party, either Party may terminate the Agreement, in whole or in part, without penalty or recourse. The TRBHA will be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.
- 7.5. Termination for Default. Subject to section A 6.1, in addition to the rights reserved in the Agreement, AHCCCS may terminate the Agreement in whole or in part due to the failure of the TRBHA to materially comply with any term or condition of the Agreement, or to make satisfactory progress in performing the Agreement. The AHCCCS Procurement and Contracts Manager will provide reasonable written notice of the termination and the reasons for it to the TRBHA.

- 7.6. In the event that the Agreement terminates for any reason, the Parties agree to collaborate on transitioning the care of any member potentially affected by the termination within a reasonable period of time. The Parties agree to work together to ensure that such a transition occurs in an orderly manner and without significant disruption in services to the member.
8. Sovereign Immunity: Except as provided in section A.9.4.3.2 below, nothing in this Agreement will be construed as an express or implied waiver of either Party's sovereign immunity from suit in any forum or jurisdiction.
9. Agreement Disputes and Arbitration
- 9.1. In the event of a dispute, claim or controversy ("Dispute") arising out of or related to this Agreement, the Parties agree that it is in their mutual best interest to meet as promptly as possible for the purpose of informally resolving said Dispute.
- 9.2. In the event that the Parties cannot resolve their Dispute informally after attempting to work in good faith toward resolution, the Parties agree that Disputes arising out of this Agreement will be administratively adjudicated in accordance with A.R.S. § 2903.01(b)(4), the relevant portions of Arizona's Administrative Procedures Act, and AHCCCS' rules pertaining to appeals and grievances, except that the TRBHA may elect to enter into binding arbitration to dispute a Director's Decision rather than file for a judicial review of an administrative decision.
- 9.3. After exhausting applicable administrative remedies, the Parties to this Agreement agree to resolve all Disputes arising out of or relating to this Agreement through binding arbitration as provided in the Federal Arbitration Act and A.9.4 below.
- 9.4. Arbitration and Award
- 9.4.1. Upon notice by a Party to the other Party of the intent to arbitrate, the Dispute will be finally and exclusively settled by submission of such Dispute to the American Arbitration Association ("AAA") under its then prevailing procedural rules contained in the AAA's Commercial Arbitration Rules to the extent that such rules will not be interpreted to diminish, limit or void the limited waiver of sovereign immunity set forth in Section A.8 above or to increase the enforcement right of the Parties. Within ten (10) days after the notice of intent to arbitrate, each Party will select one person to act as arbitrator and the two selected will select a third arbitrator within ten (10) days of their appointment. The third arbitrator will be a practicing attorney, actively engaged in the practice of law for at least ten (10) years and a member in good standing of the bar of the State of Arizona. Alternatively, the third arbitrator may be a retired judge of the federal court or the trial court of the State of Arizona. At least one of the arbitrators will be knowledgeable with federal Indian law and one arbitrator will have AAA-acknowledged expertise in the appropriate subject matter. By agreement of the parties, when the amount in controversy renders the cost of three arbitrators unreasonable, the parties may agree to select a

single arbitrator to resolve a dispute. All arbitrators' proceedings will be held in Maricopa County, or at such other place as will be agreed by the Parties.

9.4.2. The award will be made within sixty (60) days of the filing of the notice of intent to arbitrate, and the arbitrators will agree to comply with the schedule before accepting appointment. However, this time limit may be extended by agreement of the Parties or by the majority of the Parties or by the majority of the arbitrators, if necessary. Any award rendered in any such arbitration proceeding will be final and binding upon all Parties to the proceeding.

9.4.3. Enforcement

9.4.3.1. Judgment upon any award rendered by the arbitrators may be entered only in the U.S. District Court for the District of Arizona.

9.4.3.2. For the purposes of this Agreement, and subject to the terms of this section, the Parties agree to a limited waiver of sovereign immunity from suit and consent to be sued on an arbitration award. The Parties agree that this section provides a limited waiver of sovereign immunity solely for the purpose of enforcing any arbitration award hereunder and for no other purpose.

9.5. AHCCCS may take any action described in the Financial Provisions and/or Sections A.6 or A.7 of these Terms and Conditions prior to initiating or engaging in any process described under Section A.9 of these Terms and Conditions. The TRBHA may use the process described under Section A.9 of these Terms and Conditions to appeal such an action.

## 10. Survival of Rights and Obligations after Agreement Expiration or Termination

10.1. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement will survive termination or expiration of this Agreement and continue in full force and effect.

10.2. All representations and warranties made by the Parties under this Agreement will survive the expiration or termination hereof.

## B. Compliance

1. Reporting Fraud, Waste and Abuse. The TRBHA will report, in writing, all cases of suspected fraud, waste and/or abuse involving the programs administered by AHCCCS to the AHCCCS Office of the Inspector General ("OIG"). To report fraud, waste and/or abuse, the TRBHA will complete the online form at <https://www.azahcccs.gov/Fraud/ReportFraud/onlineform.aspx>.
2. The TRBHA shall cooperate with AHCCCS/OIG in any audit, review, investigation and/or request for information of the TRBHA.
3. A review by the AHCCCS-OIG and/or AHCCCS may be conducted without notice and for the purpose of ensuring program compliance. The TRBHA shall cooperate with any onsite review. The TRBHA will provide contact information for coordinating these activities. The TRBHA also agrees to respond to electronic, telephonic or written requests for information within a reasonable timeframe specified by AHCCCS-OIG and/or AHCCCS/DFSM. The TRBHA agrees to provide documents, including original

documents, to representatives of the AHCCCS/DFSM and/or AHCCCS-OIG, upon reasonable request and at no cost. The AHCCCS/DFSM and/or AHCCCS-OIG shall allow a reasonable time for the TRBHA to copy the requested documents, not to exceed twenty (20) business days from the date of the AHCCCS/DFSM and/or AHCCCS-OIG request.

#### 4. Records.

4.1. The TRBHA will retain, and will contractually require each subcontractor to retain, all data and other "records" relating to the acquisition and performance of the Agreement for a period of five years after the completion of the Agreement.

4.2. All books and records will be maintained to the extent and in such detail as required by AHCCCS Rules and Policies. The AHCCCS records management guidelines are located at: <http://www.azahcccs.gov>. Records will include, but not be limited to, financial statements, case files (both hard copy and stored data), and other records specified by AHCCCS.

4.3. At any time during the term of this Agreement and five (5) years thereafter, the TRBHA's or any subcontractor's books and records will be subject to audit by AHCCCS and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Agreement or a subcontract. The TRBHA will make available, at all reasonable times during the term of this Agreement and the period set forth in this section, any of its records for inspection, audit or reproduction by any authorized representative of AHCCCS, the State of Arizona or the Federal government.

4.4. The TRBHA will preserve and make available all records for a period of five (5) years from the date of final payment under this Agreement except as provided below:

4.4.1. If this Agreement is completely or partially terminated, the records relating to the work terminated will be preserved and made available for a period of five years from the date of any such termination.

4.4.2. Records that relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by AHCCCS, will be retained by the TRBHA for a period of five years after the date of final disposition or resolution thereof.

4.4.3. To the extent that the Agreement or applicable law require the disclosure of records to AHCCCS and/or the Federal government, such disclosure will be made at no cost to AHCCCS or the Federal government.

#### 5. Audits and Inspections.

5.1. The TRBHA will cooperate with AHCCCS and/or the Federal government in any audit, review, investigation and/or request for information of the TRBHA and/or its subcontractors. In no event will this Agreement be construed to authorize any audit, review, investigation and/or request for information outside the scope of this Agreement.



5.2. Audits: AHCCCS may conduct periodic audits to confirm the TRBHA's and subcontractor(s)' compliance with applicable law and this Agreement. These audits include, but are not limited to:

5.2.1. Administrative Reviews

5.2.1.1. AHCCCS will, at a minimum, conduct a biennial Administrative Review for the purpose of ensuring compliance with this Agreement.

5.2.1.2. The Administrative Review will be conducted to recommend improvements, monitor the TRBHA's progress toward implementing mandated programs and work plans, and provide the TRBHA with technical assistance as necessary.

5.2.1.3. In preparation for the Administrative Review, AHCCCS will work with the TRBHA to identify and request records needed for the Review, and to obtain a right of entry if an inspection is part of the Review.

5.2.1.4. AHCCCS will furnish a copy of the Administrative Review Report to the TRBHA within sixty days of completing the Review, and give the TRBHA an opportunity to comment on any review findings. AHCCCS and the TRBHA will develop a Work Plan to address any findings outlined in the Report.

5.2.1.5. AHCCCS may conduct follow-up reviews to determine the TRBHA's progress in implementing the Work Plan. If the TRBHA is unresponsive in implementation of the Work Plan, AHCCCS may issue a Notice of Concern, followed by a Corrective Action Plan, if necessary.

5.2.1.6. The Administrative Review is provided to support programming and recommend remedies to program deficiencies as necessary, and cannot be used as grounds for termination or cancellation of the Agreement.

5.2.2. Program Integrity Review

5.2.2.1. AHCCCS-OIG and/or AHCCCS-DFSM may conduct reviews of the TRBHA and/or its subcontractors without notice for the purpose of ensuring program integrity.

5.2.2.2. Upon notice that a review involves program integrity, the TRBHA will respond to electronic, telephonic or written requests for information within the reasonable timeframe specified by AHCCCS-OIG and/or AHCCCS-DFSM.

5.3. Inspections: Should it be necessary for AHCCCS-OIG and/or AHCCCS-DFSM to conduct an onsite review of the TRBHA and/or any of its subcontractors, the TRBHA will cooperate with AHCCCS to obtain a right of entry from the White Mountain Apache Tribe. If AHCCCS requests an immediate onsite review due to a program integrity concern that is deemed an emergency by the Parties, the TRBHA will obtain a right of entry for AHCCCS within one (1) business day. If the TRBHA cannot obtain a right of entry within the timeframe requested by AHCCCS, such failure will constitute a material breach of the Agreement and AHCCCS may terminate the Agreement.

## C. Risk and Liability

1. Indemnification. Each Party (as "Indemnitor") agrees to defend, indemnify, 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. The State of Arizona, AHCCCS, is self-insured per A.R.S. 41-621.

2. Should the TRBHA utilize a contractor(s) or subcontractor(s) to fulfill the terms of this Agreement, the indemnification clause between the TRBHA and its contractor(s) and subcontractor(s) will include the following:

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless the White Mountain Apache Tribe and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, , officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. 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 will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors will name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

3. The TRBHA will require any non-governmental contractor(s) or subcontractor(s) performing services in performance of this Agreement to comply with the Minimum Subcontract Provisions found on AHCCCS' website. The TRBHA has the discretion, based on the work performed by the TRBHA's contractor(s) or subcontractor(s), to determine which of the insurance provisions in the Minimum Subcontract Provisions apply to each of the TRBHA's contractor(s) or subcontractor(s)
4. Responsibility for Payments: The TRBHA will be responsible for issuing payment for services performed by the TRBHA's employees and will be responsible for and hold AHCCCS harmless for all claims whatsoever growing out of the lawful demands of employees, contractors, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance of the Agreement. The TRBHA will, at AHCCCS' request, furnish satisfactory evidence that all obligations described under this subsection have been paid, discharged or waived.
5. Force Majeure
  - 5.1. Except for payment of sums due, neither Party will be liable to the other Party nor deemed in default under this Agreement if and to the extent that such Party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Party affected and occurs without its fault or

negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; public health emergencies, and other similar occurrences beyond the control of the Party declaring force majeure which such Party is unable to prevent by exercising reasonable diligence.

5.2. Force Majeure will not include the following occurrences:

- 5.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 5.2.2. 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
- 5.2.3. Inability of either the TRBHA or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

5.3. If either Party is delayed at any time in the progress of the work by force majeure, the delayed Party will 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 will specify the causes of such delay in such notice. Such notice will be delivered or mailed certified-return receipt and will make a specific reference to this article, thereby invoking its provisions. The delayed Party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by 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 Agreement.

5.4. Any delay or failure in performance by either Party hereto will 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.

#### **D. Definitions and Documents Incorporated by Reference**

Unless otherwise defined in this Agreement or an incorporated document, all terms shall have the same meaning as set forth in Title 36 of the Arizona Revised Statutes and the AHCCCS Medical Policy Manual, Chapter 100. In addition to any policies specifically identified in this Agreement, the following definitions and policies are incorporated by reference into this Agreement:

1. AHCCCS Complete Care (ACC) Contractor: A contracted Managed Care Organization (also known as health plan) that, except in limited circumstances, is responsible for the provision of both physical and behavioral health services to eligible Title XIX/XXI persons enrolled by the administration.
2. Agreement: This document; any applicable document incorporated by reference; any and all attachments, appendices, exhibits, schedules; and amendments to the Agreement.
3. Behavioral Health Services: Those services listed in the AHCCCS Medical Policy Manual 310-B, Title XIX XXI Behavioral Health Service Benefit.

4. Budget Term: The period of time for which the Agreement budget has been created and during which funds must be expended.
5. Day: A calendar day, unless specified otherwise.
6. Non-Title XIX/XXI Person: An individual who needs or may be at risk of needing covered services, but does not meet Federal and State requirements for Title XIX or Title XXI eligibility.
7. Non-Title XIX/XXI Funds: AHCCCS' Funding sources outside of Title XIX/XXI Medicaid funds that could include but are not limited to: state appropriated general funds, state non-appropriated funds, county funds, block or formula grants, discretionary grants, or other grant-based funding.
8. Review: An analysis of all factors affecting a family's or person's eligibility.
9. AMPM Policy 320-O, Behavioral Health Assessments and Treatment Service Planning.
10. AMPM Policy 320-P, Serious Mental Illness Eligibility Determination.
11. AMPM Policy 320-R, Special Assistance for Persons Determined to Have a Serious Mental Illness.
12. AMPM Policy 320-T1, Block Grants and Discretionary Funds, Special Populations.
13. AMPM Policy 320-T2, Non-Title XIX XXI Services and Funding (Excluding Block Grants and Discretionary).
14. AMPM Policy 450, Out-of-State Placements for Behavioral Health Treatment.
15. AMPM Policy 580, Behavioral Health Referral and Intake Process.
16. AMPM Policy 830, Quality of Care and Fee-for-Service Provider Requirements.
17. AMPM Policy 1040, Outreach Engagement, Re-Engagement and Closure for Behavioral Health.

To the extent a policy refers to another policy, only the policy referred to in this Agreement is incorporated by reference.

If AHCCCS amends a policy incorporated by reference into this Agreement, the TRBHA and AHCCCS agree to enter into good-faith negotiations to incorporate the updated policy into this Agreement. "Good faith negotiations" require, but are not limited to, meaningful tribal consultation with the TRBHA before developing and/or implementing a policy when the policy is likely to directly affect Indian tribes, tribal health organizations, or other tribal entities. The TRBHA agrees not to unreasonably withhold its agreement to follow the policy as amended.

## ADDENDUM 1: CHART OF DELIVERABLES

The following Chart of Deliverables describes the periodic reporting requirements under Agreement YH22-0007-01 and is subject to change at any time during the term of the Agreement upon the written agreement of the Parties. The Chart of Deliverables is presented for convenience only and should not be construed to limit or expand the TRBHA's responsibilities in any manner.

All required reports will be submitted to the appropriate email or representative of the AHCCCS Division/programmatic area as established in the deliverable chart and [IGADeliverables@azahcccs.gov](mailto:IGADeliverables@azahcccs.gov) no later than 11:59 pm Mountain Standard Time on the due date.

If directed by AHCCCS to submit a specific report to a location other than what has been established, the TRBHA will provide notice to [IGADeliverables@azahcccs.gov](mailto:IGADeliverables@azahcccs.gov) of the submission upon delivery to the alternative location.

Item	Report	Frequency	When Due	Reference	Submit To	Submission Form/Template
1.	Reporting incidents of Suspected Fraud, Waste and/or Program Abuse	Ad Hoc	Immediately after discovery	Agreement: III. Terms & Agreement, B. Compliance, 1.	OIG	Internet form <a href="https://www.azahcccs.gov/Fraud/ReportFraud/">https://www.azahcccs.gov/Fraud/ReportFraud/</a>
2.	Submit Data and Records specified in Agreement	Monthly	Monthly	Agreement: K. Management Information System, 1.	AHCCCS DUGless Portal	Online DUGless Portal
3.	Report of High Profile Incidents	Ad Hoc	Within one (1) calendar day of awareness	Agreement: G. Quality Management, 2.	QM portal, DFSM Integrated Services Administrator (ISA)	IAD form and QOC report; email or phone call to ISA
4.	Quality of care concerns	Ad Hoc	As identified	Agreement: G. Quality Management, 2.	DFSM QM	QM Portal or email DFSM QM Manager
5.	Data/Reports/ Information for Audits conducted by AHCCCS	Ad Hoc	Upon request	Agreement: III Terms & Agreement; C. Compliance, 5. Audits and Inspections	DFSM	Templates provided by AHCCCS.
6.	Member Handbook	Ad Hoc, Annually	Within thirty (30) days of changes made to AHCCCS	Agreement: H. Communication with Members, 4.	DFSM	Copy of Member Handbook
7.	Status of Administrative Review Work Plan/ Corrective Actions	Annually, if needed	Upon request	Agreement: B. Care Coordination, 5. Performance Standards	DFSM	By email
8.	Member Satisfaction Survey Report	Annually	No later than 90 days after state fiscal year	Agreement: G. Quality Management, 7.	DFSM	By email

9.	List of trainings provided to TRBHA staff	Annually	Fifteen (15) days after end of fiscal year for prior year	Agreement: G. Quality Management, 6; J. Key Personnel & Staff Requirements, 1.	DFSM	Provide AHCCCS a list of trainings provided to staff.
10.	Changes in Key Personnel	Ad Hoc	Within seven (7) days of notification of intended resignation or change	Agreement: J. Key Personnel and Staff Requirements, 2.	DFSM Integrated Services Administrator	By email
11.	Response to Tribal Member Problem Resolution	Ad Hoc	As specified on a request from AHCCCS	Agreement: B. Care Coordination, 4. Collaboration with Other Entities	DFSM and/or DHCM Clinical Resolution Unit	By email
12.	Comprehensive Report of Persons Identified in Need of Special Assistance	Quarterly	15th day of month after quarter end	AMPM 320-R	Office of Human Rights	Templates provided by AHCCCS
13.	Updates regarding Quarterly Report of Persons Identified as in need of Special Assistance	Quarterly	10th day of month following receipt of draft report from Office of Human Rights	AMPM 320-R	Office of Human Rights	Templates provided by AHCCCS
14.	Notification of a Person in Need of Special Assistance	Ad Hoc	Within five (5) working days of identifying	AMPM 320-R	Office of Human Rights	AHCCCS to provide Template
15.	Notification of a Person <b>No Longer</b> in Need of Special Assistance	Ad Hoc	Within ten (10) working days of the determination	AMPM 320-R	Office of Human Rights	Templates provided by AHCCCS
16.	Access to Care/Gaps in Services	Ad hoc – as identified	Immediately upon identification	Agreement: B. Care Coordination, 3. Referral Network	DFSM	By email
17.	Request for Re-Allocation	Ad Hoc	Immediately upon identification	Agreement: II Financial Provision, A. Payment to the TRBHA, 1.	Division of Grants Administration (DGA) GrantsManagement@azahcccs.gov	By email
19.	Revenue and Expense Report (excel version) and Certification Statement	Quarterly	Within 60 days of end of quarter (quarters based on state fiscal year)	Agreement: II Financial Provision, A. Payment to the TRBHA, 5. Revenue & Expense Report; 9.	DHCM Finance	Templates provided by AHCCCS

20.	SABG/MHBG/Activities and Expenditures Plan	Ad hoc	As directed by AHCCCS	Agreement: C. Block Grant Funded Services	DGA GrantsManagement@azahcccs.gov	Templates provided by AHCCCS
21.	SABG/MHBG Activities and Expenditure Report	Ad Hoc	As directed by AHCCCS	Agreement: C. Block Grant Funded Services	DHCM	Templates provided by AHCCCS
22.	SABG/MHBG Report	Annually	As directed by AHCCCS	Agreement: C. Block Grant Funded Services	DGA GrantsManagement@azahcccs.gov	Templates provided by AHCCCS
23.	SABG Wait List Report	Quarterly	Sixty (60) days after end of quarter	SABG FAQ, Agreement: C. Block Grant Funded Services	DGA GrantsManagement@azahcccs.gov	Templates provided by AHCCCS
24.	MHBG Program Status Report	Quarterly	Fifteen (15) days after end of quarter	Agreement: C. Block Grant Funded Services	DGA GrantsManagement@azahcccs.gov	Templates provided by AHCCCS
25.	Prevention Progress Report	Quarterly	Fifteen (15) days after end of each SFY quarter	Agreement: C. Block Grant Funded Services	DGA GrantsManagement@azahcccs.gov	Subject to receipt of Prevention funding
26.	Prevention Program Description	Annually	Sixty (60) days before the beginning of any new prevention program	Agreement: C. Block Grant Funded Services	<u>DGA</u>	Subject to receipt of Prevention funding
27.	Prevention Strategic Plan	Ad hoc	Every three (3) years, or as directed by AHCCCS	Agreement: C. Block Grant Funded Services	DGA GrantsManagement@azahcccs.gov	Subject to receipt of Prevention funding
28.	Prevention Logic Model for upcoming State Fiscal Year	Annually	June 15 <sup>th</sup>	Agreement: C. Block Grant Funded Services	DGA GrantsManagement@azahcccs.gov	Subject to receipt of Prevention funding
29.	Prevention Budget for State Fiscal Year	Annually	May 15 <sup>th</sup>	Agreement: C. Block Grant Funded Services	DGA GrantsManagement@azahcccs.gov	Subject to receipt of Prevention funding
30.	Comprehensive Prevention Needs Assessment	Ad Hoc	Every three (3) years or as directed by AHCCCS	SABG FAQ; Agreement: C. Block Grant Funded Services	DGA GrantsManagement@azahcccs.gov	Subject to receipt of Prevention funding
31.	Indirect Cost Agreement, if applicable	Ad Hoc	Seven (7) days from receipt of approved Indirect Cost Agreement	Agreement: II Financial Provisions; A. Payments to the TRBHA, 8.	DHCM Finance	Submit copy of Indirect Cost Agreement
32.	Audited Financial Statements and Single Audit for the TRBHA	Annually	Within nine (9) months of TRBHA fiscal year end	Agreement: II Financial Provisions; A.	DHCM Finance	Submit copy of audit report

				Payments to the TRBHA, 9.; 2 CFR Parts 200 and 300, and 45 CFR Part 75		
33.	Grievance or Appeals by eligible or enrolled persons and/or subcontracted providers (non-TXIX)	Ad Hoc	Within three (3) business days of receipt	Agreement: F. Member Complaints, Grievances or Appeals	DFSM/ Office of Administrative Legal Services (OALS)	Grievance or Appeals forms available online
34.	Housing Spending Plan	Annual	No later than thirty (30) days from notification by AHCCCS that state funds have been allocated for housing development	Agreement: E. Individuals Determined to Have an SMI; 3.2 Housing Program	DHCM Housing Administrator	Template provided by AHCCCS
35.	High Needs/High Cost Clinical Staffing Sheets	Monthly	Five (5) business days prior to the established meeting	Agreement: B. Care Coordination, 2.11.	DFSM AIHP Clinical Care SharePoint	High Needs/High Cost Clinical Staffing Template Sheets
36..	High Needs/High Cost Outcome Summaries	Annually	30 days after end of state fiscal year	Agreement: B. Care Coordination, 2.11.	DFSM	By email
37.	Notice of Projected Unexpended Funds (all funding sources)	Annually	March 31 <sup>st</sup>	Agreement: II Financial Provisions, A. Payment to TRBHA, 11.	DHCM Finance	Templates provided by AHCCCS
38.	Allocation Schedule - Budget Changes	Annual	As directed by AHCCCS	Agreement: II Financial Provisions, A. Payment to TRBHA, 1.	DGA Finance BHSInvoices@azahcccs.gov	Templates provided by AHCCCS
39.	Disposition of Unreviewed Cases in Quality Management Portal	Ad Hoc	Upon AHCCCS identification of pending cases in QM Portal	Agreement: G. Quality Management, 2.4.	AHCCCS QM Portal	Online Portal



## **BUSINESS ASSOCIATE ADDENDUM**

Updated April 2020

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 the underlying 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"), as amended. In the event of conflicting terms or conditions, this Addendum shall supersede the underlying Contract.

### **1. DEFINITIONS**

The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA rules set forth in Title 45, Parts 160 and 164 of the CFR: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

### **2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

Business Associate agrees to:

- 2.1. Not use or disclose protected health information ("PHI") other than as permitted or required by this Addendum or as required by law;
- 2.2. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of protected health information other than as provided for by this Addendum;
- 2.3. Report to AHCCCS any use or disclosure of PHI not provided for by this Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR §164.410, and any security incident of which it becomes aware in the following manner;
  - 2.3.1. Reporting. Business Associate shall report to AHCCCS any use or disclosure of PHI that is not authorized by the Contract, by law, or in writing by AHCCCS. Business Associate shall make an initial report to the AHCCCS Privacy Official not more than twenty-four (24) hours after Business Associate learns of such unauthorized use or disclosure. The initial report shall include all of the following information to the extent known to the Business Associate at the time of the initial report:
    - A. A description of the nature of the unauthorized use or disclosure, including the number of individuals affected by the unauthorized use or disclosure;
    - B. A description of the PHI used or disclosed;
    - C. The date(s) on which the unauthorized use or disclosure occurred;
    - D. The date(s) on which the unauthorized use or disclosure was discovered;

- E. Identify the person(s) who used or disclosed the PHI in an unauthorized manner;
- F. Identify the person(s) who received PHI disclosed in an unauthorized manner;
- G. A description of actions, efforts, or plans undertaken by the Business associate to mitigate the harm of the unauthorized disclosure;
- H. A description of corrective actions undertaken or planned to prevent future similar unauthorized use or disclosure;
- I. An assessment of whether a breach, as defined in 45 CFR 164.402, including, if necessary, an assessment of the probability of harm, and
- J. Such other information, as may be reasonably requested by the AHCCCS Privacy Official.

Business Associate shall provide AHCCCS with supplemental reports promptly as new information becomes available, as assessments and action plans are developed, and as action plans are implemented. In any event, Business Associate shall provide a comprehensive written report including all of the information listed above no later than twenty (20) days after discovery of the unauthorized use or disclosure.

- 2.3.2. 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.
- 2.3.3. Sanctions. Business Associate shall have and apply appropriate sanctions against any employee, subcontractor or agent who uses or discloses AHCCCS PHI in violation of this Addendum or applicable law.
- 2.4. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information;
- 2.5. Make available PHI in a designated record set to AHCCCS as necessary to satisfy AHCCCS' obligations under 45 CFR §164.524;
- 2.6. Make any amendment(s) to PHI in a designated record set as directed or agreed to by AHCCCS pursuant to 45 CFR §164.526, or take other measures as necessary to satisfy AHCCCS' obligations under 45 CFR §164.526;
- 2.7. Maintain and make available the information required to provide an Accounting of Disclosures to AHCCCS as necessary to satisfy AHCCCS' obligations under 45 CFR §164.528;
- 2.8. To the extent Business Associate is to carry out one of more of AHCCCS' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to AHCCCS in the performance of such obligation(s); and

- 2.9. Make its internal practices, books and records available to AHCCCS and the Secretary for purposes of determining compliance with the HIPAA rules.

### **3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

- 3.1. Business Associate may only use or disclosure PHI as necessary to perform the services and obligations set forth in the underlying Contract;
- 3.2. Business Associate may use or disclose protected health information as required by law;
- 3.3. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Minimum Necessary, as required at 45 § CFR 164.502(b) and 164.514(d).
- 3.4. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by AHCCCS, except for the specific uses and disclosures set forth below in (3.5 and 3.6);
- 3.5. Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and
- 3.6. Business Associate may provide data aggregation services relating to the health care operations of AHCCCS.

### **4. PROVISIONS FOR AHCCCS TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS**

- 4.1. AHCCCS shall notify Business Associate of any limitation(s) in the AHCCCS Notice of Privacy Practices (found at [www.azahcccs.gov](http://www.azahcccs.gov)) under 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;
- 4.2. AHCCCS shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and
- 4.3. AHCCCS shall notify Business Associate of any restriction on the use or disclosure of PHI that AHCCCS has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

### **5. TERM AND TERMINATION**

- 5.1. Term: This Addendum is effective upon the effective date of the underlying Contract and shall terminate on the date AHCCCS terminates the contract for cause as authorized in paragraph (b) of this Section, or for any other reason permitted under the contract, whichever is sooner.

- 5.2. Termination for Cause: Business Associate authorizes termination of the Contract by AHCCCS if AHCCCS determines that Business Associate has breached a material term of this Addendum and Business Associate has not cured the breach or ended the violation within the time specified by AHCCCS.
- 5.3. Obligations of Business Associate Upon Termination: Upon termination, cancellation, expiration or other conclusion of the Contract, Business Associate, with respect to PHI received from AHCCCS, or created, maintained, or received by Business Associate on behalf of AHCCCS, shall:
- 5.3.1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - 5.3.2. Destroy or return to AHCCCS all remaining PHI that the Business Associate still maintains in any form;
  - 5.3.3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
  - 5.3.4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in this Addendum that applied prior to termination; and
  - 5.3.5. Destroy or return to AHCCCS the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal and contractual responsibilities.
- 5.4. Survival: The obligations of Business Associate under this Section shall survive the termination of the Contract.

## **6. INDEMNIFICATION AND MISCELLANEOUS**

- 6.1. Indemnification: Business Associate shall indemnify, hold harmless and defend AHCCCS from and against any and all claims, losses, liabilities, costs, civil and criminal penalties, and other expenses resulting from, or relating to, the acts or omissions of Business Associate, its employees, agents, and sub-contractors in connection with the representations, duties and obligations of Business Associate under this Addendum. The parties' respective rights and obligations under this Section shall survive termination of the Contract.
- 6.2. Regulatory References: A reference in this Addendum to a section in the HIPAA rules means the section as in effect or as amended.
- 6.3. Amendment: The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA rules or any other applicable law.
- 6.4. Interpretation: Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA rules.