Request for Quotation ("RFQ" or Solicitation) # YH23-0021

For AHCCCS Systems Integrator Services

ISSUE DATE:	February 6, 2023
QUESTIONS DUE DATE:	**Round #1: February 9, 2023 by 3:00pm, Arizona Time**
	Round #2: February 15, 2023 by 3:00pm, Arizona Time
	on the AHCCCS Q&A Form (Attachment 3)
ANSWERS DISTRIBUTED:	**Round #1: February 13, 2023 by 3:00pm, Arizona Time**
	Round #2: February 17, 2023 by 3:00pm, Arizona Time
INTENT TO BID FORM DUE:	**February 24, 2023, on Intent to Bid Form by 3:00pm, Arizona Time**
PROPOSALS DUE:	**March 20, 2023, by 3:00pm, Arizona Time**

PROCUREMENT OFFICER: Meggan LaPorte, Chief Procurement Officer

AHCCCS Procurement Office

Procurement@azahcccs.gov

OFFEROR SUBMISSION REQUIREMENTS:

This solicitation is open to limited contractors under the NASPO Value Point Cloud contracts. AHCCCS reserves the right to accept whole or partial responses from one or more Offerors.

Late responses will not be considered.

Table of Contents

1 Purpose of the RFQ 4

2 Definitions 5

3 Systems Integration Strategy Overview 8

3.1 SI Strategy Summary 8

3.2 Procurement Approach 8

4 Implementation Approach 9

4.1 MQD Shared Services Integration 9

5 RFQ Future State Flow 11

6 Solicitation Instructions 12

7 Terms and Conditions 17

ATTACHMENTS to be included with this RFQ in email

Attachment 1 - Requirements Matrix

Attachment 2 - Pricing structure

Attachment 3 - Questions and Answer Form

Attachment 4 - Intent to Bid Form

Documents in the Bidders Library on the ASFS (AHCCCS Secured File Share)

Attachment 5 (In Bidders Library) - ISD Org Chart

Attachment 6 (In Bidders Library)- AHCCCS 5 Year Strategic Plan

Attachment 7 (In Bidders Library)- AHCCCS Docuware EDMS Statistics

1 Purpose of the RFQ

The state of Arizona, acting through the AHCCCS (The Arizona Health Care Cost Containment System) is soliciting proposals and pricing for a Technical Systems Integrator (SI) to perform modernization of existing integration platforms and interfaces.

Systems integrator is a discreet role in the MES Modernization Roadmap that was first introduced to state Medicaid programs by CMS in State Medicaid Director Letter # 16-010. The specific focus of the role is to ensure the integrity and interoperability of the Medicaid IT architecture and cohesiveness of the various modules incorporated into the Medicaid enterprise.

AHCCCS is soliciting quotes for Systems Integration infrastructure, tools, and services for the state of Arizona to begin the process of updating their 30-year-old Pre-Paid Medicaid Management Information System (MMIS) shared by Arizona/Hawaii through modular system development and integration.

2 Definitions

For the purposes of this RFQ, the acronyms and defined terms are as follows:

Acronym or Term	Name or Definitions
ACA	Affordable Care Act
Affiliate	Any person or entity which directly or indirectly owns or controls another person by having any family relationship, ownership interest or a Controlling Interest in that person.
AHCCCS	The Arizona Health Care Cost Containment System – a managed health care program which pertains to health care services provided pursuant to A.R.S. 36-2903 et seq.,and is also the name of the State agency.
AHCCCS Covered Services	Those services set forth in A.R.S. § § 36-2907 and 36-2939, A.A.C. Title 9 Chapter 22, Articles 2 and 12 and, Chapter 28, Articles 2 and 11.
Attachment	Any item the Solicitation requires an Offeror to submit as part of the Offer.
CMS	Centers for Medicare and Medicaid Services, an organization within the U.S. Department of Health and Human Services, which administers the Medicare and Medicaid programs and the State Children's Health Insurance Program.
Contract	The combination of the Solicitation, including the Instructions to Offerors, Contract Terms and Conditions, and Scope of Work; the Offer; any Best and Final Offers; any Solicitation Amendments or Contract Amendments; and any terms applied by law.
Contract Amendment	A written document signed by the Procurement Officer that is issued for the purpose of making changes in the contract.
Contractor	A person who has a contract with AHCCCS.
Data	Defined as recorded information, regardless of form or the media on which it may be recorded. The term may include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
Days	Calendar days unless otherwise specified. If a due date falls on a Saturday, Sunday or legal holiday, then the due date is considered the next business day. A business day means a Monday, Tuesday, Wednesday, Thursday, or Friday unless a legal holiday falls on Monday, Tuesday, Wednesday, Thursday, or Friday. Computation of time begins the day after the event that triggers the period and includes all calendar days and the final day of the period. If the final day of the period is a weekend or legal holiday, the period is extended until the end of the next business day.
Deliverables	All items that the Contractor is required to deliver under this Contract.
Documentation	Means all documents, including documents that are Deliverables described in the Statement of Work that are to be delivered by Contractor under this Contract. Documentation includes documents in hard copy or electronic form.
Exhibit	Any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation generally contains maps, schematics or other documents that will be used to perform the requirement after contract award.

Key Personnel	Contractor's Authorized Representative, the Project Manager, and all other Contractor personnel designated as Key Persons.
Material Omission	A fact, data or other information excluded from a report, contract, etc. the absence of which could lead to erroneous conclusions following reasonable review of such report, contract, etc.
Materials	All property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
MAY	Indicates something that is not mandatory but permissible.
Medicaid	A Federal/State program authorized by Title XIX of the Social Security Act, as amended.
Milestone	The completion date for a specific group of tasks or deliverables identified as a milestone in the statement of work.
NTE	Not-to-Exceed amount
Offer	A response to a solicitation.
Offeror	A vendor or person who responds to a Solicitation.
Person	Any corporation, business, individual, union, committee, club or other organization or group of individuals.
Procurement Officer	The person, or his or her designee, duly authorized by the State and AHCCCS to enter into and administer Contracts and made written determinations with respect to the Contract.
Related Party	A party that has, or may have, the ability to control or significantly influence a Contractor, or a party that is, or may be, controlled or significantly influenced by a Contractor. "Related parties" include, but are not limited to, agents, managing employees, persons with an ownership or controlling interest in the disclosing entity, and their immediate families, subcontractors, wholly owned subsidiaries or suppliers, parent companies, sister companies, holding companies, and other entities controlled or managed by any such entities or persons.
Scope Of Work	The documents that describe the Services to be provided by Contractor, including the Tasks, Deliverables and Milestones, Documentation, Work Product, the attributes (including requirements and specifications) of each Deliverable, identification of the Deliverables and Services that are associated with each Task, and a completion date for each Milestone and Deliverable, the payment schedule for each Deliverable and Milestone, and any other items as agreed by the parties.
Services	Means the furnishing of labor, time or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance but does not include employment agreements or collective bargaining agreements.
Shall, Must	Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the State may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.
Solicitation	An Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
Solicitation	A written document that is authorized by the Procurement Officer and issued for the purpose of

Amendment	making changes to the Solicitation.
STATE	Means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.
State Fiscal Year	The period begins on July 1 and ends on June 30.
Subcontract	Any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
Subcontractor	Means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

3 Systems Integration Strategy Overview

AHCCCS' strategic goal is to implement a systems integration platform to allow for the replacement of discreet system modules and functionality over time without causing disruptions or significant changes to the rest of the enterprise.

3.1 SI Strategy Summary

- AHCCCS will establish a systems integration platform that provides a centralized set of technologies and services that will integrate the systems and modules of the AHCCCS and MQD enterprises.
- An initial implementation of the core platform and common data handling and integration technologies such as an enterprise service bus (ESB), API management, and managed file transfer. This initial SI implementation will also establish more robust enterprise components, such as centralized document management that allows viewing documentation within connected systems.
- Consolidation of document management from disparate systems and repositories into a capable document management tool that can service application requests through common integrations will enhance the security of the enterprise, protect sensitive documentation, and reduce duplicative spending.
- Implement logically separated Operational Data Stores (ODS) for AHCCCS and MQD to house data stored in the respective databases of each state's existing Medicaid Enterprise System (MES) and future planned modules.

3.2 Procurement Approach

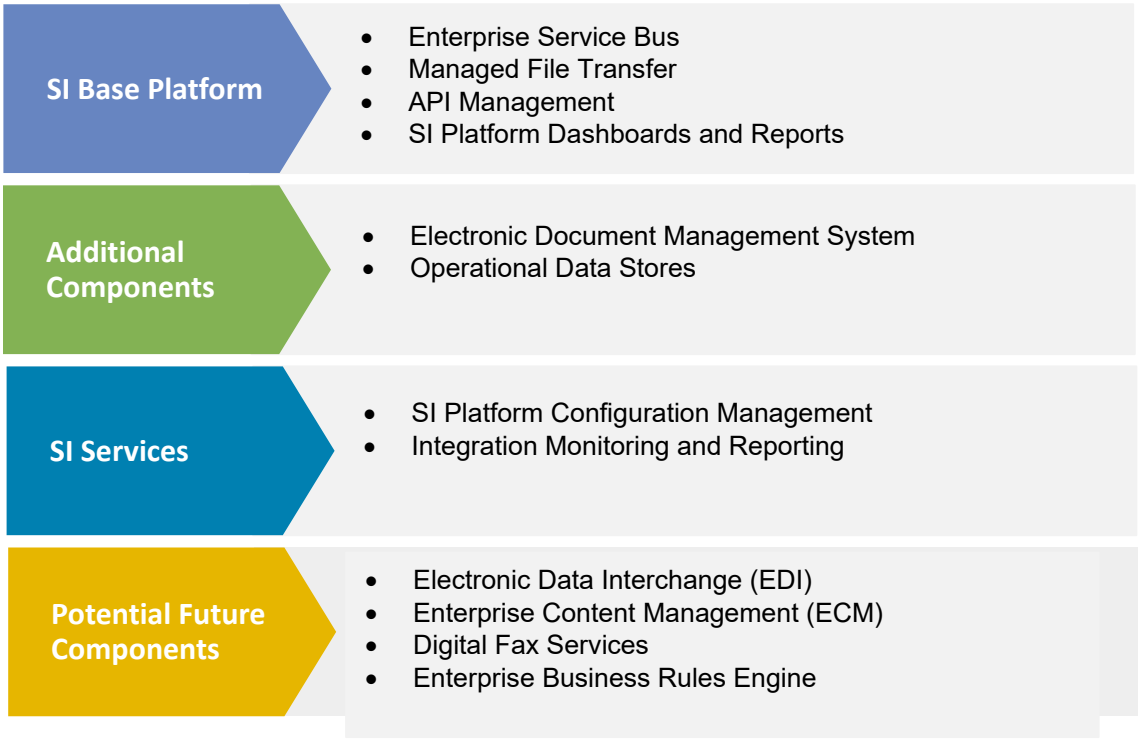
AHCCCS is utilizing existing NASPO procurement vehicles to procure the SI solution and services. The first phase of the procurement approach is this request for quote which is being provided to a selected pool of vendors.

All vendors that choose to participate in the procurement process, will need to use NASPO value point (NASPO Cloud Services). If selected for this project, the prime contractor and any proposed subcontractors shall agree to terms and conditions set forth in the Arizona Participation Addendum issued and executed by the Arizona Department of Administration State Procurement Office.

4 Implementation Approach

AHCCCS is taking a phased approach to certain technology and service decisions being added to the SI vendor contract. This will distribute cost and risk across the roadmap timeline and allow the core platform and services to be implemented and necessary integrations of partners and modules to first be completed. This approach is supported by the NASPO procurement model that offers a catalog of common components that can be added to the SI platform contract. Ongoing decisions and adjustments can then be made as the roadmap begins execution. The specific decisions are regarding which enterprise functions and services get bundled under the SI platform and managed by the contracted vendor and which services are aligned as modules through integration. Exhibit 1 outlines the key components and services included in the initial procurement and the future component considerations.

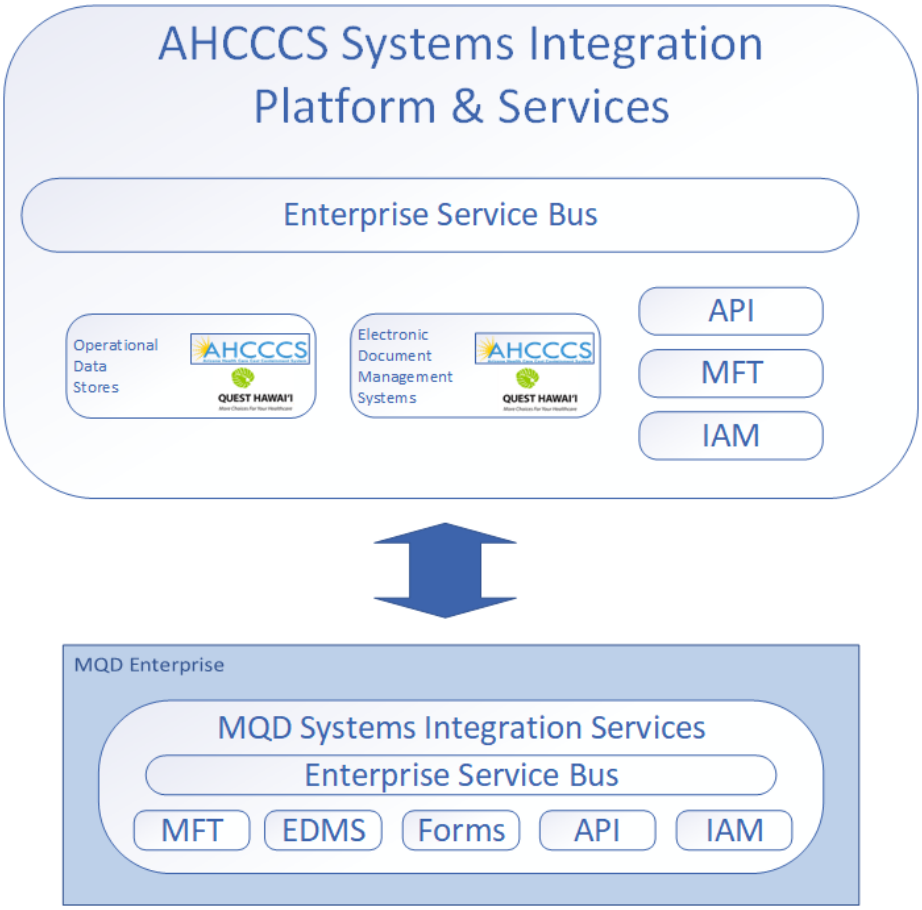
Exhibit 1: Systems Integration Platform Components and Services



4.1 MQD Shared Services Integration

A key strategy to the implementation of the planned systems integration platform is the integration with the shared services platform implemented by MQD in support of KOLEA and future MQD-hosted systems. Most of the systems supporting MQD are maintained and operated within the AHCCCS enterprise and will be transformed in the roadmap or be integrated into the new systems integration platform. The MQD member eligibility platform, KOLEA, and the MQD ServiceNow instance, along with the new MQD Health Analytics Platform (HAP), will need to integrate with the AHCCCS-hosted shared enterprise and will do so through an integration strategy across the two enterprise platforms. Additionally, an integration strategy will be developed during roadmap execution to integrate certain shared services, such as document management and interactive voice response (IVR), from the MQD SI platform to the AHCCCS-hosted modules supporting MQD. Exhibit 2 provides a high-level architecture of the two SI platforms and their integration.

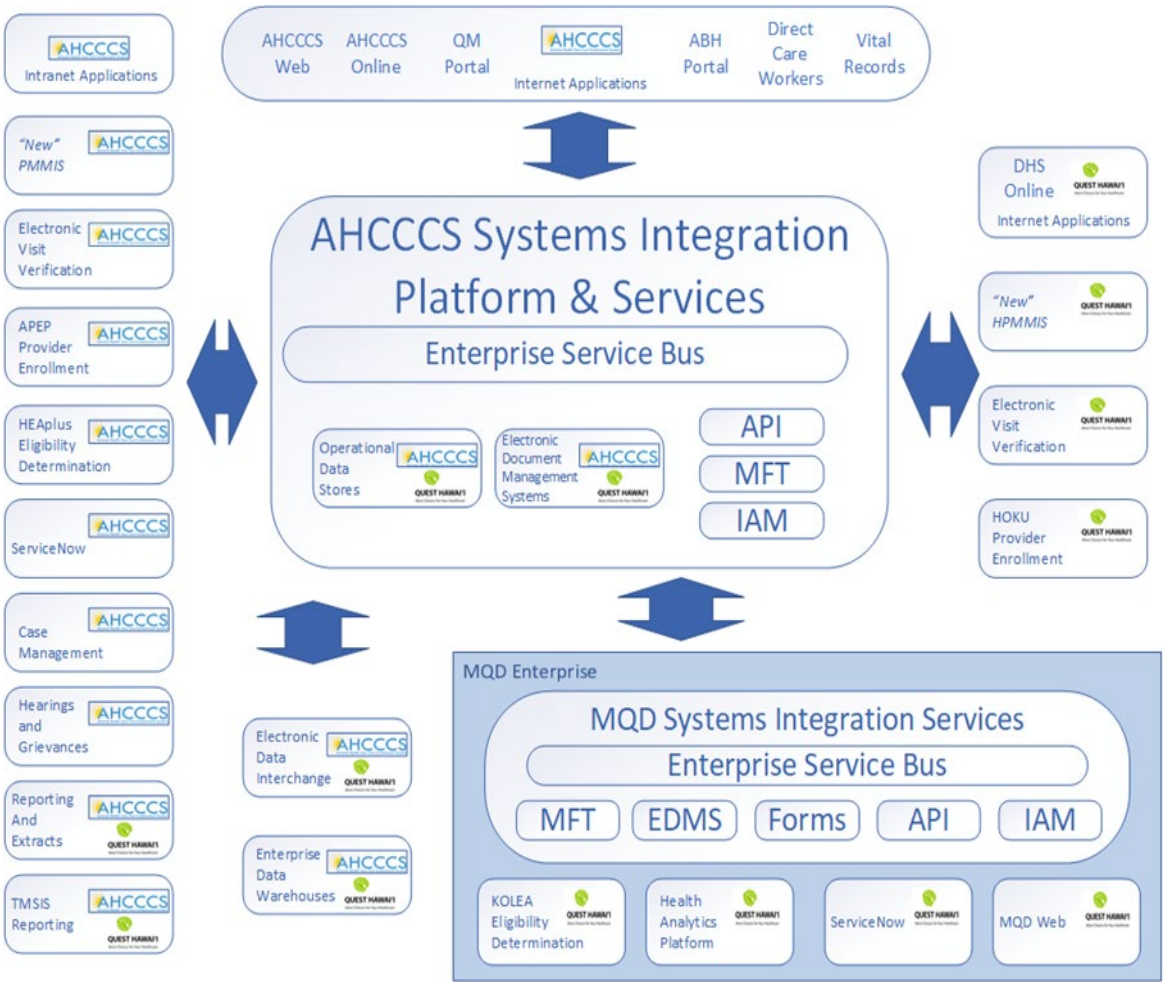
Exhibit 2: AHCCCS and MQD Systems Integration Architecture



5 RFQ Future State Flow

The implementation of a systems integration platform will provide AHCCCS and MQD with a service-oriented architecture (SOA) that will integrate the numerous modules and systems through standardized methods and technologies. Exhibit 3 provides a proposed high-level architecture of the future AHCCCS/MQD MES enterprise.

Exhibit 3: MES Modernization Roadmap Planned Architecture



6 Solicitation Instructions

Offerors Must:

- Complete Intention to Bid Form
- Submit RFQ consisting of:
  - Approach to Systems Integration for AHCCCS
  - Requirements worksheet
  - Pricing worksheet
- Accept State Terms and Conditions in this RFQ in addition to terms included in a State of Arizona Participation Addendum issued in conjunction with the NASPO Cloud Contract.

6.1 HOW TO RESPOND TO THIS SOLICITATION:

6.1.1 Offeror shall submit its INTENT TO BID to AHCCCS.

6.1.2 Once the intent to bid is received, the Offeror will receive an email with access and instructions to the AHCCCS Secure File Share (ASFS) where Offerors shall submit their proposals as well as gain access to secured documentation related to this solicitation (attachments 5-7 of the Bidders Library). Failure to follow the prescribed format for submission may result in AHCCCS determining that the submission is non-responsive.

6.1.3 Font and Margins: All proposals shall be submitted in Calibri 11 point font or larger with margins no less than ½".

6.1.4 Page Limits: The Offeror has the discretion to include or exclude the narrative submission requirement text as a part of the Offeror's response; however, the required page limit applies regardless of whether or not the text is included. AHCCCS will only consider the information provided within the allotted page limit and permitted attachments, if any, in response to a specific submission requirement when evaluating the Offeror's Proposal.

AHCCCS will not consider information outside the allotted page limit or any other information provided elsewhere in the Proposal when reviewing a specific response to an individual submission requirement.

6.2 Required Elements:

6.2.1 Cover letter with signature of authorized company representative, including contract number and contact information.

6.2.2 Name and contact information of the person responsible for response to this solicitation.

6.2.3 Include with submission, FedRAMP or StateRAMP authorization, HITRUST certification, or Security and Privacy assessment and SSA-E 18 assessment or equivalent if hosted outside of AHCCCS Azure tenancy

6.2.4 Proof of compliance with all the following requirements: "For solutions that will process, store, or transmit restricted or confidential data" HIPAA Privacy and Security – specifically CFR title 45 public Welfare, Parts 155.260 and 164 – Security and privacy. Arizona Security standards and policies set by ADOA / ASET

6.2.5 Proof of compliance with all the following requirements: "For solutions that will process, store, or transmit data from the Federal Hub"

6.2.6 HIPAA Privacy and Security – specifically CFR title 45 public Welfare, Parts 155.260 and 164 – Security and privacy. Arizona Security standards and policies set by ADOA / ASET All applicable ACA requirements and standards, including MARS-E

6.3 Experience and Capacity of the Firm (Limit 2 pages)

6.3.1 Specific experience with this type of project.

6.3.2 List of names and classification of personnel expected to perform specific activities, including use of subcontractors

6.3.3 Experience of the proposed staff with this type of project.

6.4 Methodology and Approach (Limit 5 pages)

6.4.1 Proposed methodology and approach to fulfill the requirements of this project.

6.4.2 High level description of how the vendor will satisfy each of the requirements in the requirements matrix.

6.4.3 High level proposed timeline for completion of requirements.

6.4.4 Solution Overview (Limit 5 pages) outlined in the Global Requirements (Requirements Matrix)

6.4.5 Completed Requirements Matrix

a) Technical Requirements for the SI
b) General Requirements for the SI
c) Global Requirements for the SI
d) Service Level Agreements
e) Deliverables

6.5 Proposed Pricing:

6.5.1 Be advised that all pricing must be inclusive of all cost associated with the provision of service. No other expenses (ie TRAVEL or PER DIEM) will be paid.

6.5.2 Complete pricing structure document:

a) System Integration Platform Design
b) Maintenance and Operations
c) Modification Pool
d) Optional Pricing
e) Vendor Rate Card

7 Request for Confidential/Proprietary Determination:

7.1 If an Offeror believes that a specific portion of its bid, proposal, offer, specification, contains information that should be withheld from public inspection due to confidentiality, the Offeror shall submit to the Procurement officer a list of distinct portions, including exact page numbers, of their document is requested to be kept confidential, along with a detailed legal analysis, prepared by legal counsel, which sets forth the bases for the requested non-disclosure and the specific harm or prejudice which may arise if disclosed. The analysis shall be presented to the Procurement Officer at the same time as the bid, proposal, offer, or specification.

7.2 An entire bid, proposal, offer, or specification, shall not be identified as confidential; only those very limited and distinct portions which are considered by the Offeror as confidential may be identified as such. Budget will not be considered as confidential.

7.3 In the event that AHCCCS receives a request for disclosure of the information, AHCCCS will disclose the information in accordance with law. Prior to disclosure, AHCCCS will inform the Offeror of such request and provide the Offeror a period of time to take action it deems appropriate to support non-disclosure. The Offeror shall be responsible for any and all costs associated with the nondisclosure of the information.

7.4 If any pieces of your proposal are being requested to be kept confidential, and withheld from public viewing, please submit an additional redacted copy of the proposal, clearly listed as REDACTED in the file name. This will ensure that our office is crystal clear on which version of your proposal is acceptable for public viewing.

7.5 Regardless of a determination issued by the procurement officer, all portions of the Offeror's proposal, even pages that are proprietary, may be provided to CMS or other state or federal oversight agencies.

8. **Subcontracts:** Offeror shall clearly list any proposed subcontractors and subcontractors proposed responsibilities in its Offer.

9. **Offshore Performance of Work Prohibited**: Any service that are described in the specifications or scope of work that directly serve the State of Arizona or its clients involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.

10. **Evaluation Criteria and Selection Process:** Award will be made to the responsible Offeror(s) whose offer is determined in writing to be the most advantageous to the State based upon the evaluation criteria. Proposals will be evaluated based upon the proven ability of the Offeror to satisfy the requirements of the RFQ in a cost-effective manner. The evaluation factors are listed in their relative order of importance.

    - Pricing
    - Requirements
    - Approach

11. Notwithstanding any other provision of this Solicitation, AHCCCS expressly reserves the right to:

- Waive any immaterial mistake or informality,
- Reject any or all responses, or portions thereof, and/or
- Reissue the solicitation.

12. AWARD

- AHCCCS anticipates awarding the response to the contractor(s) with the most advantageous response(s).
- The award of this solicitation is contingent on CMS approval.

13. INVOICING:

Invoices shall be electronically submitted to: AHCCCS Accounts Payable

AHCCCSDBFAdminPayables@azahcccs.gov

- Each invoice shall have adequate supporting documentation attached as required by this Contract.
- Each invoice shall provide the following information, as applicable:
    - Statewide Contract number, Task Order number, and the Purchase Order number.
    - Description of services performed for each fee and hours worked.
    - Name of AHCCCS contact person for this task order.
    - Date(s) services were performed.
    - Adequate supporting documentation attached as required by this Task Order.
    - Signature of authorized person.

TERMS AND CONDITIONS

1. The awarded Contractor shall be required to adhere to terms and conditions set forth by the Arizona Department of Administration, State Procurement Office, state of Arizona Participation Addendum which will be closely modeled (as may be updated) to the Participation Addendum executed for Cloud Services with contractor AskReply, Inc. dba B2Gnow.

https://s3-us-west-2.amazonaws.com/naspovaluepoint/1650999051_Cloud%20Solutions%202016%202026%20B2GNow%20Arizona.pdf

2. The awarded Contractor shall be required to adhere to the State of Arizona Uniform Terms and Conditions found here:

   Purchase Order (PO) Terms and Conditions ***(Revised 01/05/2023)***
   Uniform Terms and Conditions v 10.1 ***(Revised 01/05/2023)***

3. The awarded Contractor shall be required to adhere to the AHCCCS Terms and Conditions as follows:

AHCCCS TERMS AND CONDITIONS

1. **Contract Disputes:** Contract claims and disputes shall be adjudicated in accordance with State Law, AHCCCS Rules and this contract. Except as provided by 9 A.A.C. Chapter 22, Article 6, the exclusive manner for the Contractor to assert any dispute against AHCCCS shall be in accordance with the process outlined in 9 A.A.C. Chapter 34 and A.R.S.§36-2932.
   a. All disputes except as provided under 9 A.A.C. Chapter 22, Article 6 shall be filed in writing and be received by AHCCCS no later than 60 days from the date of the disputed notice. All disputes shall state the factual and legal basis for the dispute.
   b. Pending the final resolution of any disputes involving this contract, the Contractor shall proceed with performance of this contract in accordance with AHCCCS' instructions, unless AHCCCS specifically, in writing, requests termination or a temporary suspension of performance.

2. **Cooperation with other Contractors:** AHCCCS may award other contracts for additional or related work and the Contractor shall fully cooperate with such other contractors and AHCCCS employees or designated agents, and carefully fit its own work to such other contractors' work. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by AHCCCS employees. AHCCCS shall equitably enforce this section to all contractors to prevent the imposition of unreasonable burdens on any contractor.

3. **Confidentiality of Records and Disclosure of Confidential Information:**
   a. The Contractor shall not, without prior written approval from AHCCCS, either during or after the performance of the services required by this contract, use, other than for such performance, or disclose to any person other than AHCCCS personnel with a need to know, any information, data, material, or

exhibits created, developed, produced, or otherwise obtained during the course of the work required by this contract. This nondisclosure requirement shall also pertain to any information contained in reports, documents, or other records furnished to the Contractor by AHCCCS.

b. The Contractor shall establish and maintain written policies procedures and controls, approved by AHCCCS, governing access to, duplication of, and dissemination of all such information for the purpose of assuring that no information contained in its records or obtained from AHCCCS or others carrying out its functions under the contract, is used or disclosed by it, its agents, officers or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to AHCCCS. The Contractor's data safeguard program shall further conform to the data confidentiality and security requirements of AHCCCS policy and procedures, and all-relevant state and federal requirements, including HIPAA standards.

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

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

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

5. **Licenses:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

6. **Lobbying:** No funds paid to the Contractor by AHCCCS, or interest earned thereon, shall be used for the purpose of influencing or attempting to influence an officer or employee of any federal or State agency, a member of the United States Congress or State Legislature, an officer or employee of a member of the United States Congress or State Legislature in connection with awarding of any federal or State contract, the making of any federal or State grant, the making of any federal or State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal or State contract, grant, loan, or cooperative agreement. The Contractor shall disclose if any funds other than those paid to the Contractor by AHCCCS have been used or will be used to influence the persons and entities indicated above and will assist AHCCCS in making such disclosures to CMS.

7. **Non-exclusive Contract:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of AHCCCS. The state reserves the right to obtain like goods or services from another source when necessary.

8. **Ownership of Information and Data:**

    a. Any data or information system, including all software, documentation and manuals, developed by Contractor pursuant to this contract, shall be deemed to be owned by AHCCCS. The federal government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, such data or information system, software, documentation and manuals. Proprietary software which is provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership or licensing provisions of this section.

    b. Data, information and reports collected or prepared by Contractor in the course of performing its duties and obligations under this contract shall be deemed to be owned by AHCCCS. The ownership provision is in consideration of Contractor's use of public funds in collecting or preparing such data, information and reports. These items shall not be used by Contractor for any independent project of Contractor or publicized by Contractor without the prior written permission of the Procurement officer. Subject to applicable state and federal laws and regulations, AHCCCS shall have full and complete rights to reproduce, duplicate, disclose and otherwise use all such information. At the termination of the contract, Contractor shall make available all such data to the Procurement officer within thirty (30) days following termination of the contract or such longer period as approved by the Procurement officer. For purposes of this subsection, the term "data" shall not include member medical records.

    c. Except as otherwise provided in this section, if any copyrightable or patentable material is developed by Contractor in the course of performance of this contract, the federal government, AHCCCS and the State of Arizona shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for state or federal government purposes. Contractor shall additionally be subject to the applicable provisions of 45 CFR Part 74 and 45 CFR Parts 6 and 8.

9. **Records:**

    a. In addition to the requirements set forth in this contract under the Uniform Terms and Conditions, all books and records shall be maintained to the extent and in such detail as required by AHCCCS Rules and Policies. Records shall include, but not be limited to, financial statements, case files (both hard copy and stored data), and other records specified by AHCCCS.

    b. The Contractor shall make available at its office at all reasonable times during the term of this contract and the period set forth in in this section, any of its records for inspection, audit or reproduction by any authorized representative of AHCCCS, State or federal government.

    c. The Contractor shall preserve and make available all records for a period of ten (10) years from the date of final payment under this contract except as provided below:
        i. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
        ii. Records that relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has

been taken by AHCCCS, shall be retained by the Contractor for a period of five years after the date of final disposition or resolution thereof.

iii. Completed case files shall be scheduled for archive shipment to AHCCCS, as defined by AHCCCS Policy and Procedures.