



Notice of Request for Proposal

AHCCCS

Arizona Health Care Cost Containment
System

701 East Jefferson, MD 5700

Phoenix, Arizona 85034

SOLICITATION NO.: **YH04-0002**

PAGE
1

OF
66

Solicitation Contact Person:

Gary L. Callahan
Contracts and Purchasing Section
701 E. Jefferson, MD5700
Phoenix, Arizona 85034

Telephone: (602) 417-4538
Telefax: (602) 417-5957
E-Mail: glcallah@ahcccs.state.az.us

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

DESCRIPTION: TRANSPLANTION SERVICES

PROPOSAL DUE DATE: Monday, June 30, 2003 AT 3:00 P.M. MST

Pre-Proposal Conference: **No Pre-proposal Conference is scheduled**

**QUESTIONS CONCERNING THIS SOLICITATION SHALL BE
SUBMITTED TO THE SOLICITATION CONTACT PERSON NAMED
ABOVE, IN WRITING EITHER VIA TELEFAX OR E-MAIL
(PREFERRED).**

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

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

Late proposals shall not be considered.

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

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.



Table of Contents

AHCCCS

Arizona Health Care Cost Containment
System

701 East Jefferson, MD 5700


Phoenix, Arizona 85034

SOLICITATION NO.: **YH04-0002**

PAGE
2

OF
66

1.	Offer and Acceptance document	Page 3
2.	Pricing Schedule	Page 4
3.	Scope of Work	Page 19
4.	Uniform Instructions to Offerors	Page 29
5.	Special Instructions to Offerors	Page 39
6.	Uniform Terms and Conditions	Page 42
7.	Special Terms and Conditions	Page 48
8.	Exhibit A, List of Key Personnel	Page 56
9.	Exhibit B, Resumes for Key Personnel	Page 57
10.	Exhibit C, Firm's References	Page 58
11.	Exhibit D, Location and Transportation	Page 59
12.	Exhibit E, Financial Disclosure	Page 60
13.	Exhibit F, Offeror's Checklist	Page 61
14.	Attachment A. – Transplant Utilization	Page 62
15.	Certificate of Insurance	page 63
16.	End of Solicitation	page 64

	Offer and Acceptance		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 3	701 E. Jefferson Street, MD 5700
		OF 66	Phoenix, Arizona 85034

OFFER

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

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Name: _____

Federal Employer Identification No.:

Phone: _____

E-Mail Address: _____

Fax: _____

Signature of Person Authorized to Sign Offer

Company Name

Printed Name

Address

City

State

Zip

Title

CERTIFICATION

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 99-4 or A.R.S. §§ 41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. **The bidder certifies that the above referenced organization ___ is/___ is not a small business with less than 100 employees or has gross revenues of \$4 million or less.**

ACCEPTANCE OF OFFER (to be completed by AHCCCS)


Your offer, including all exhibits, amendments and best-and-final offer (if any), contained herein, is accepted.

The Contractor is now bound to provide all services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by AHCCCS.

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


Awarded this _____ day of _____ 20 _____

Michael Veit, as AHCCCS Contracting Officer and not personally

	Pricing Schedule		AHCCCS
	SOLICITATION NO.: YH04-0002	PAGE 4	Arizona Health Care Cost Containment System
		OF 66	701 East Jefferson, MD 5700 Phoenix, Arizona 85034

1. RATES

The Offeror shall propose fixed rates for the cost of completed services being requested in this solicitation. On an attachment, the Offeror **shall** provide justification for the rates given. Rates should cover the estimated number of staff hours and hourly rate for each staff person, professional fees, travel, equipment and operating expenses. Offeror must complete and submit the pricing matrix for each transplantation service(s) being proposed. Offers need not be submitted for all services requested. Offers may be submitted for any individual transplant or group of transplant services in this solicitation. All rates are to be based on beginning date of service.


	Pricing Schedule		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 5	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

BONE MARROW - All Inclusive Fixed Rates (specify outpatient vs. inpatient pricing) [Scope of Work Section 4, A., page 20]

<u>Component</u>	<u>All Inclusive Rate For Component:</u>		
	Autologous	Allogeneic Related	Allogeneic Unrelated
A. Pre-transplant evaluation (Scope of Work, Sec. 4, C, 1, Phase I, pg. 24)		\$_____*	
B. Donor Search (Sec. 4, C, 1, Phase II, pg. 25)		\$_____	\$_____
C. Autologous Harvest (Sec. 4, C, 1, Phase II, pg. 25)	\$_____		
D. Donor Harvest (includes stem cell harvest) (Sec. 4, C, 1, Phase II, pg. 25) National Marrow Donor Program		\$_____**	
Cord Blood acquisition			
E. Preparation and Transplant (Sec. 4, C., 1, Phase III, pg. 25)		\$_____*	
F. Follow up Care - from day 1 post-transplant through day 30 or portion thereof (Sec. 4, C, 1, Phase IV, pg. 25)		\$_____*	
G. Follow up Care- from 31 through 60 days post-transplant or portion thereof (Sec. 4, C, 1, Phase IV, pg. 25)		\$_____*	
H. Follow up Care- 10 day blocks after the first 60 days post-transplant or portion thereof, but not past 100 days post-transplant (Sec. 4, C, 1, Phase IV, pg. 25)		\$_____*	
TOTAL (through Day 100) BONE MARROW	\$_____	\$_____	\$_____


* One rate for all components regardless of the Transplant method utilized.

** One rate for both Allogeneic services.

	Pricing Schedule		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 6	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

LIVER - All Inclusive Fixed Rates [Section 4, B., 4, page 22] (Please identify whether rates are for Adult or Pediatric transplants.)


<u>Component</u>	<u>All Inclusive Rate for Component</u>
A. Pre-transplant Evaluation (Sec. 4, C, 2, Phase I, pg. 26)	\$ _____
B. Preparation and transplantation (Sec. 4, C, 2, Phase II, pg. 26)	\$ _____
C. Follow up Care – from post-transplant through day 30 or portion thereof (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
D. Follow up Care – from 31 through 60 days post-transplant or portion thereof (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
E. Follow up Care – 10 day blocks after the first 60 days post-transplant or portion thereof, but not past 100 days post- transplant (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
TOTAL (through Day 100) LIVER	\$ _____

	Pricing Schedule		AHCCCS
	SOLICITATION NO.: YH04-0002	PAGE 7	Arizona Health Care Cost Containment System
		OF 66	701 East Jefferson, MD 5700 Phoenix, Arizona 85034

HEART - All Inclusive Fixed Rates [Section 4, B. 1, page 21]

<u>Component</u>	<u>All Inclusive Rate for Component</u>
A. Pre-transplant Evaluation (Sec. 4, C, 2, Phase I, pg. 26)	\$ _____
B. Preparation and transplantation (Sec. 4, C, 2, Phase II, pg. 26)	\$ _____
C. Follow up Care – from post-transplant through day 30 or portion thereof (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
D. Follow up Care – from 31 through 60 days post-transplant or portion thereof (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
E. Follow up Care – 10 day blocks after the first 60 days post-transplant or portion thereof, but not past 100 days post- transplant (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
TOTAL (through Day 100) HEART	\$ _____


AHCCCS will pay for Ventricular Assistance Devices (VADs) separately and in addition to the existing heart transplant rates provided the use conforms to AHCCCS AMPM policy regarding VADs. As long as this provision is met, AHCCCS will pay up to the actual amount the facility is billed by the manufacturer for the VAD plus ten percent (10%). AHCCCS will require the facility's invoice for the VAD prior to payment.

	Pricing Schedule		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 8	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

HEART-LUNG - All Inclusive Fixed Rate [Section 4, B., 2, page 22]


<u>Component</u>	<u>All Inclusive Rate for Component</u>
A. Pre-transplant Evaluation (Sec. 4, C, 2, Phase I, pg. 26)	\$ _____
B. Preparation and transplantation (Sec. 4, C, 2, Phase II, pg. 26)	\$ _____
C. Follow up Care – from post-transplant through day 30 or portion thereof (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
D. Follow up Care – from 31 through 60 days post-transplant or portion thereof (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
E. Follow up Care – 10 day blocks after the first 60 days post-transplant or portion thereof, but not past 100 days post- transplant (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
TOTAL (through Day 100) HEART-LUNG	\$ _____

AHCCCS will pay for Ventricular Assistance Devices (VADs) separately and in addition to the existing heart transplant rates provided the use conforms to AHCCCS AMPM policy regarding VADs. As long as this provision is met, AHCCCS will pay up to the actual amount the facility is billed by the manufacturer for the VAD plus ten percent (10%). AHCCCS will require the facility's invoice for the VAD prior to payment.

	Pricing Schedule		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 9	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034


SINGLE LUNG - All Inclusive Fixed Rates [Section 4, B., 3, page 22]

<u>Component</u>	<u>All Inclusive Rate for Component</u>
A. Pre-transplant Evaluation (Sec. 4, C, 2, Phase I, pg. 26)	\$ _____
B. Preparation and transplantation (Sec. 4, C, 2, Phase II, pg. 26)	\$ _____
C. Follow up Care – from post-transplant through day 30 or portion thereof (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
D. Follow up Care – from 31 through 60 days post-transplant or portion thereof (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
E. Follow up Care – 10 day blocks after the first 60 days post-transplant or portion thereof, but not past 100 days post- transplant (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
TOTAL (through Day 100) SINGLE LUNG	\$ _____

	Pricing Schedule		AHCCCS
	SOLICITATION NO.: YH04-0002	PAGE 10	Arizona Health Care Cost Containment System
		OF 66	701 East Jefferson, MD 5700 Phoenix, Arizona 85034


DOUBLE LUNG - All Inclusive Fixed Rates [Section 4, B., 3, page 22]

<u>Component</u>	<u>All Inclusive Rate for Component</u>
A. Pre-transplant Evaluation (Sec. 4, C, 2, Phase I, pg. 26)	\$ _____
B. Preparation and transplantation (Sec. 4, C, 2, Phase II, pg. 26)	\$ _____
C. Follow up Care – from post-transplant through day 30 or portion thereof (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
D. Follow up Care – from 31 through 60 days post-transplant or portion thereof (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
E. Follow up Care – 10 day blocks after the first 60 days post-transplant or portion thereof, but not past 100 days post- transplant (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
TOTAL (through Day 100) DOUBLE LUNG	\$ _____

	Pricing Schedule		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 11	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034


KIDNEY TRANSPLANT SERVICES, LIVING DONOR - All Inclusive Fixed Rates
[Section 4, B., 5, page 23]

<u>Component</u>	<u>All Inclusive Rate for Component</u>
A. Pre-transplant Evaluation (Sec. 4, C, 2, Phase I, pg. 26)	\$ _____
B. Preparation and transplantation (Sec. 4, C, 2, Phase II, pg. 26)	\$ _____
C. Follow up Care – from post-transplant through day 30 or portion thereof (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
D. Follow up Care – from 31 through 60 days post-transplant or portion thereof (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
E. Follow up Care – 10 day blocks after the first 60 days post-transplant or portion thereof, but not past 100 days post- transplant (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
TOTAL (through Day 100) KIDNEY TRANSPLANTATION SERVICES	\$ _____

	Pricing Schedule		AHCCCS
	SOLICITATION NO.: YH04-0002	PAGE 12	Arizona Health Care Cost Containment System
		OF 66	701 East Jefferson, MD 5700 Phoenix, Arizona 85034

KIDNEY TRANSPLANT SERVICES, CADAVERIC DONOR- All Inclusive Fixed Rates
 [Section 4, B., 5, page 23]


<u>Component</u>	<u>All Inclusive Rate for Component</u>
A. Pre-transplant Evaluation (Sec. 4, C, 2, Phase I, pg. 26)	\$ _____
B. Preparation and transplantation (Sec. 4, C, 2, Phase II, pg. 26)	\$ _____
C. Follow up Care – from post-transplant through day 30 or portion thereof (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
D. Follow up Care – from 31 through 60 days post-transplant or portion thereof (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
E. Follow up Care – 10 day blocks after the first 60 days post-transplant or portion thereof, but not past 100 days post- transplant (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
TOTAL (through Day 100) KIDNEY TRANSPLANTATION SERVICES	\$ _____

	Pricing Schedule		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 13	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

KIDNEY/PANCREAS TRANSPLANT SERVICES - All Inclusive Fixed Rates


[Section 4, B., 6, page 24]

<u>Component</u>	<u>All Inclusive Rate for Component</u>
A. Pre-transplant Evaluation (Sec. 4, C, 2, Phase I, pg. 26)	\$ _____
B. Preparation and transplantation (Sec. 4, C, 2, Phase II, pg. 26)	\$ _____
C. Follow up Care – from post-transplant through day 30 or portion thereof (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
D. Follow up Care – from 31 through 60 days post-transplant or portion thereof (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
E. Follow up Care – 10 day blocks after the first 60 days post-transplant or portion thereof, but not past 100 days post- transplant (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
TOTAL (through Day 100) KIDNEY/PANCREAS TRANSPLANTATION SERVICES	\$ _____

	Pricing Schedule		AHCCCS
	SOLICITATION NO.: YH04-0002	PAGE 14	Arizona Health Care Cost Containment System
		OF 66	701 East Jefferson, MD 5700 Phoenix, Arizona 85034

PANCREAS AFTER KIDNEY TRANSPLANT SERVICES - All Inclusive Fixed Rates
[Section 4, B., 6, page 24]


<u>Component</u>	<u>All Inclusive Rate for Component</u>
A. Pre-transplant Evaluation (Sec. 4, C, 2, Phase I, pg. 26)	\$ _____
B. Preparation and transplantation (Sec. 4, C, 2, Phase II, pg. 26)	\$ _____
C. Follow up Care – from post-transplant through day 30 or portion thereof (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
D. Follow up Care – from 31 through 60 days post-transplant or portion thereof (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
E. Follow up Care – 10 day blocks after the first 60 days post-transplant or portion thereof, but not past 100 days post- transplant (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
TOTAL (through Day 100) PANCREAS AFTER KIDNEY TRANSPLANTATION SERVICES	\$ _____

	Pricing Schedule		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 15	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

INTESTINAL TRANSPLANTATION SERVICES (Small bowel or Liver/Small bowel)

- All Inclusive Fixed Rates (Pediatric members only) [Section 4, B., 7, page 24]

<u>Component</u>	<u>All Inclusive Rate for Component</u>
A. Pre-transplant Evaluation (Sec. 4, C, 2, Phase I, pg. 26)	\$ _____
B. Preparation and transplantation (Sec. 4, C, 2, Phase II, pg. 26)	\$ _____
C. Follow up Care – from post-transplant through day 30 or portion thereof (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
D. Follow up Care – from 31 through 60 days post-transplant or portion thereof (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
E. Follow up Care – 10 day blocks after the first 60 days post-transplant or portion thereof, but not past 100 days post- transplant (Sec. 4, C, 2, Phase III, pg. 26)	\$ _____
TOTAL (through Day 100) INTESTINAL TRANSPLANTATION SERVICES	\$ _____

	Pricing Schedule		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 16	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034


CARE GIVER – PER DIEM - All Inclusive Fixed Rate.

This requirement is for all transplant types and should be shown on each transplant matrix.

In rare instances, an adult transplant recipient may require a non-family caregiver post transplant. Care may include, but is not limited to, personal care, meal preparation, housekeeping tasks, medication management and care coordination such as scheduling and accompanying the member to medical appointments.

**CARE GIVER - PER DIEM
for All Transplant Types**

\$_____ per day

	Pricing Schedule		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 17	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

2. CLAIMS

2.1 Fee For Service Members

For services authorized by AHCCCS for Fee For Service members, the Contractor shall coordinate and submit all UB-92s and 1500s, by component, for services performed. The Contractor's claims shall be submitted to:

AHCCCSA
Transplant Claims Processor
701 E. Jefferson, MD8900
Phoenix, Arizona 85034

The Contractor shall submit claims to AHCCCSA for services provided in accordance with contract terms and conditions within six (6) months of service provision. For hospital inpatient claims, date of service means the date of discharge of the patient. Claims initially received beyond the six (6) month time frame will be denied. If a claim is originally received within the six month time frame the Contractor has up to twelve (12) months from date of service to resubmit the claim and achieve clean claim status or to adjust a previously processed claim. If a claim does not achieve clean claim status or is not adjudicated correctly with twelve (12) months of date of service, AHCCCS is not liable for payment. See the AHCCCS Fee for Service Provider Manual for billing requirements.

Upon receipt of Contractor's clean claim, AHCCCSA will pay the Contractor at the contracted component rate, provided the claim includes an itemized statement of services provided and relevant documentation (UB-92s and 1500s) for each component.

2.2 Health Plan/Program Contractor Members

For services authorized by AHCCCS health plans and program contractors, and paid pursuant to this Contract, the Contractor shall submit claims for services in accordance with the requirements of this contract to the health plan/program contractor. Health plans and program contractors shall submit encounter data to AHCCCS pursuant to their contract with the Administration, and the AHCCCS Encounter Reporting User Manual.

In the event an AHCCCS health plan or program contractor enters into a separate contract with the Contractor for Transplantation Services, pricing and provisions under this contract are not applicable.

2.3 Remains

In the event a member expires while at the transplant facility, the expense of transporting the remains is to be borne by the member's family. No claims for transportation of the remains will be approved.

3. MAILING OF PAYMENTS: The Offeror shall state below the address to which payment should be mailed:


(Company Name)

(Street)

(City & State)

(Zip Code)

4. CONTRACTOR INFORMATION:

	Pricing Schedule		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 18	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

Arizona Transaction (sales) Privilege Tax License Number: _____

Federal Employer Identification Number or SSAN: _____

AHCCCS Provider Number: _____


5. CONTRACT ADMINISTRATION CONTACT:

Name

Street

City / State / Zip Code

Telephone Number

	Scope of Work		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 19	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

1. OVERVIEW

The Arizona Health Care Cost Containment System Administration (AHCCCSA) is a Title XIX demonstration project, under Section 1115 of the Social Security Act, designed to test the use of prepaid capitated financing of health care services for eligible residents. AHCCCS is the first program nationally to provide medical services using the prepaid capitation model on a statewide basis. This is in contrast to the fee-for-service (FFS) model used in more traditional Title XIX programs. The Health Care Financing Administration (HCFA) now referred to as the Centers for Medicare and Medicaid Services (CMS), on behalf of the U.S. Department of Health and Human Services (HHS) initially approved AHCCCS as a three-year demonstration project from October 1, 1982 through September 30, 1985. Subsequent approvals have extended the program. Legislation that became effective on May 21, 1987 established the Arizona Long Term Care System (ALTCS). The Arizona Health Care Cost Containment System Administration (AHCCCSA) administers the Long Term Care System, along with the AHCCCS acute/ambulatory services program.

Through a competitive bidding process, contracts are negotiated with health plans to provide acute/ambulatory health services to AHCCCS members and with program contractors to provide long term care services to ALTCS members. AHCCCS health plans or program contractors are responsible for establishing and managing a network of service providers capable of providing the required acute/ambulatory health services and long term care services. A Primary Care Practitioner is the gatekeeper of the AHCCCS acute care system and the ALTCS members receiving acute care services.

2. CONTRACT UTILIZATION

This specialty contract is for transplants and transplant related services only. Non-transplant related services are not covered under this contract. Non-transplant related care is defined as any care that is provided not related to the transplant services and any care given to treat the underlying disease. Complications arising from the transplant episode are considered transplant related.

AHCCCSA is the authorizing payor for AHCCCS fee for service members. AHCCCSA will provide prior authorization, care coordination and reimbursement for all components covered under the contract for fee for service members.

AHCCCSA's participating health plans and program contractors may access transplant services under the terms and conditions of this contract for members enrolled in their plans. In that instance, the health plan or program contractor is the authorizing payor. As such, the health plan or program contractor will provide prior authorization, care coordination, and reimbursement for all components covered under the contract for their members. Health plans or program contractors utilizing the contract will comply with the terms and conditions of the contract.


Medically necessary services provided to AHCCCS fee for services members that are not covered under this contract will be reimbursed at the AHCCCS fee for service rates.

Medically Necessary services provided to health plan or program contractor enrolled members that are not covered under this contract will be reimbursed at the rate negotiated between the health plan or program contractor and the Contractor or provider.

Past utilization of Transplantation Services can be found in Attachment A.

3. STANDARDS/LICENSURE REQUIREMENTS

- 3.1. Contractors providing solid organ transplant services to adults must be a center deemed by CMS as a certified Transplant Center and a United Network for Organ Sharing (UNOS) approved Transplant Center. Contractors providing solid organ transplant services to children must be UNOS certified. It is preferred that Contractors providing bone marrow transplant services have achieved the Foundation for the Accreditation of Cellular Therapy (FACT) accreditation as a bone marrow transplant center.

	Scope of Work		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700
		PAGE 20 OF 66	Phoenix, Arizona 85034

- 3.2. The Contractor shall perform autologous and allogeneic bone marrow transplantations on adults and children in a medical center which meets the criteria determined by the American Society of Clinical Oncology and American Society of Hematology and the American Cancer Society, as specified in **Attachment B**.
- 3.3. Hospitals utilized under this contract shall be Joint Commission for the Accreditation of Hospital Organizations (JCAHO) accredited.
- 3.4. Contractor shall maintain all necessary licenses and certifications throughout the term of this contract.
- 3.5. All organs shall be procured through a CMS designated organ procurement organization.
- 3.6. All professional services shall be performed by qualified, licensed personnel. Transplant physicians shall be Board certified in their field of expertise.
- 3.7. Contractor shall notify AHCCCSA's Contracting Officer in writing within ten (10) days of any personnel changes for the following positions: Medical Director of the Transplant Program; Transplant Coordinator; and/or Transplant Social Worker.
- 3.8. Contractor shall notify AHCCCSA's Contracting Officer in writing within ten (10) days of notification of any lawsuits, federal or state investigations, or other legal action involving the Contractor in the provision of transplant services throughout the term of this contract.
- 3.9. Contractor shall notify the AHCCCSA's Transplant Program Case Manager one month prior of any proposed program changes not identified at the time of contract award.

4. COVERED SERVICES

Only medically necessary services are covered. AHCCCS does not cover experimental or investigational services. Services are covered only when they meet the standard of care for that disease, diagnosis, or procedure.

The AHCCCS Medical Policy Manual (AMPM) sets forth various conditions which may be considered for determination of medical necessity of a transplant. In the event of a conflict between the AMPM and the conditions listed in this contract, the AMPM provisions take precedence.


A. TISSUE TRANSPLANTATION SERVICES

Allogeneic and Autologous Bone Marrow Transplantation Services

Medical necessity for Bone Marrow transplants may be based on the following indications:

1. Allogenic

- a. Acute lymphocytic leukemia
- b. Acute myelocytic leukemia (AML)
- c. Aplastic anemia
- d. Chronic myelogenous leukemia
- e. Fanconi's anemia (FA)
- f. Hodgkin's disease (recurrent only)
- g. Lysosomal storage disease
- h. Myelodysplastic Syndrome

	Scope of Work		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 21	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

- i. Non-Hodgkin's lymphoma (intermediate to high-grade only)
- j. Osteopetrosis
- k. Primary lethal immune deficiencies
 - a. Wiskott-Aldrich Syndrome
 - b. Severe combined immune deficiencies
- l. Sickle Cell (matched, related donor only)
- m. Severe congenital anemia
- n. Thalassemia

2. Autologous (following high-dose chemotherapy (HDC) and/or radiotherapy)

- a. Acute lymphocytic leukemia (in patients without a suitable donor for allogenic transplantation)
- b. Acute myelocytic leukemia (AML) (in patients without a suitable donor for allogenic transplantation)
- c. Germ cell tumors (tandem transplantation, using Indiana University protocol only)
- d. Hodgkin's disease
- e. Multiple Myeloma (MM)
 - Either stage II or stage III MM with low tumor burden and/or a low percent of plasma cells synthesizing DNA
- f. Neuroblastoma
- g. Non-Hodgkin's lymphoma
- h. Wilm's tumor

B. SOLID ORGAN TRANSPLANTATION SERVICES


AHCCCS covers services when specific criteria are met. Transplantation is limited to cadaveric donor organs, unless otherwise noted. The following organ transplants are covered under this contract, as of the time of the issuance of this RFP:

- Heart
- Heart/Lung
- Lung
- Liver
- Kidney Living Donor
- Kidney Cadaveric Donor
- Kidney/Pancreas
- Pancreas after Kidney
- Intestinal transplantation (small bowel or liver/small bowel)

1. Heart Transplantation Services

Medical necessity for heart transplantation may be based on the following indications:

- a. End-stage heart disease
- b. Ischemic myocardial disease
- c. Idiopathic cardiomyopathy
- d. Valvular disease
- e. Congenital cardiac disease
- f. Myocardial disease (e.g., sarcoidosis and amyloidosis)
- g. Infection (e.g., Chagas disease)
- h. Drug-induced myocardial destruction
- i. Class IV cardiac disease when estimated survival is less than 6 to 12 months without a transplant
- j. All other medical and surgical therapies which might be expected to yield both short and long term survival (3-5 years) must have been tried or considered

	Scope of Work		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 22	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

Ventricular Assist Devices (VADs) are covered as a bridge to heart transplant for eligible members when medically necessary, non-experimental and when the device is used in accordance with the Food and Drug Administration (FDA) approved labeling instructions. (See AHCCCS Medical Policy Manual.)

2. Heart-Lung Transplantation Services

Medical necessity for heart/lung transplantation may be based on the following indications:

- a. Irreversible primary pulmonary hypertension with congestive heart failure
- b. Non-specific pulmonary fibrosis
- c. Eisenmenger complex with irreversible pulmonary hypertension and heart failure
- d. Cystic fibrosis with severe heart failure
- e. Emphysema with severe heart failure
- f. COPD with severe heart failure

NOTE: Approval will be on a case by case basis. Candidates for heart-lung transplants must meet criteria under both heart transplant and lung transplant.

Ventricular Assist Devices (VADs) are covered as a bridge to heart transplant for eligible members when medically necessary, non-experimental and when the device is used in accordance with the Food and Drug Administration (FDA) approved labeling instructions. (See AHCCCS Medical Policy Manual.)

3. Lung Transplantation Services


Medical necessity for lung transplantation may be based on the following indications:

- a. Alpha-1 antitrypsin deficiency
- b. Primary pulmonary hypertension
- c. Pulmonary fibrosis, Idiopathic pulmonary fibrosis
- d. Bilateral bronchiectasis
- e. Cystic fibrosis (both lungs to be transplanted)
- f. Bronchopulmonary dysplasia
- g. Eisenmenger's syndrome
- h. Sarcoidosis lung involvement
- i. Scleroderma
- j. Lymphangiomyomatosis
- k. Emphysema
- l. Eosinophilia granuloma
- m. Chronic obstructive pulmonary disease
- n. Pulmonary hypertension due to cardiac disease
- o. Idiopathic fibrosing alveolitis
- p. Respiratory failure

4. Liver Transplantation Services

Medical necessity for adult (persons age 22 years and older) liver transplant may be based on the following indications:

- a. Primary biliary cirrhosis
- b. Primary sclerosing cholangitis
- c. Post-necrotic cirrhosis
- d. Alcoholic cirrhosis
- e. Alpha-1 antitrypsin deficiency disease
- f. Wilson's disease
- g. Primary hemochromatosis

	Scope of Work		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 23	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

- h. Hepatitis B surface antigen negative
- i. Protoporphyrria
- j. Familial cholestasis (Byler's disease)
- k. Trauma
- l. Toxic reactions
- m. Extrahepatic biliary atresia, intrahepatic bile duct paucity (Alagill's syndrome)
- n. Budd-Chiari syndrome
- o. Hepatocellular carcinoma (HCC) when the following conditions are met:
 - 1. The patient is not a candidate for subtotal liver resection
 - 2. The patient has a single tumor less than or equal to 5 cm in diameter
 - 3. There is no macrovascular involvement
 - 4. There is no identifiable extra hepatic spread of tumor to surrounding lymph nodes, lungs, abdominal organs or bone.


4.1 Medical necessity for pediatric (persons up to 22 years of age) liver transplantation may be based on the following indications:

- a. Intractable cholestasis
- b. Portal hypertension
- c. Multiple episodes of ascending cholangitis
- d. Failure of synthetic function
- e. Failure to thrive, malnutrition
- f. Intractable ascites
- g. Encephalopathy
- h. Metabolic defects for which liver transplantation will reverse life-threatening illness and prevent irreversible CNS damage

5. Kidney and Living Kidney Transplantation Services

Medical necessity for kidney and living kidney transplantation may be based on the following indication:

- End-stage Renal Disease secondary to:
 - Glomerulonephritis
 - Proliferative
 - Membranous
 - Mesangio-capillary
 - Chronic pyelonephritis
 - Hereditary conditions
 - Polycystic disease
 - Medullary cystic disease
 - Nephritis (including Alport's syndrome)
 - Hyperactive nephrosclerosis
 - Metabolic conditions
 - Cystinosis
 - Amyloidosis
 - Gout
 - Congenital conditions
 - Hyperplasia
 - Horseshoe kidney
 - Toxic events
 - Analgesic nephropathy
 - Heavy metal poisoning

	Scope of Work		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700
		PAGE 24 OF 66	Phoenix, Arizona 85034

- Irreversible acute renal failure
 - Cortical necrosis
 - Acute tubular necrosis

6. Simultaneous Pancreas/Kidney (SPK) Transplantation Services and Pancreas After Kidney

If the patient is an acceptable candidate for pancreas transplantation and has no living donor available, then simultaneous pancreas-kidney transplantation may be considered with the following indications;

- a. Insulin-dependent diabetes mellitus with minimal or limited secondary complications, and either:
 - 1) Has already received a kidney transplant, or
 - 2) Has established or impending end-stage renal disease that meets requirements for kidney transplant, and
 - 3) Has uremia
- b. Age 20-40 is optimum
- c. Generally, diabetic patients with an HLA-identical donor should receive and HLA-matched kidney

7. Intestinal Transplantation Services

Covered for pediatric members only, pediatric defined as children through the month of their 21st birthday. Medical necessity for small bowel transplant services, with or without liver, may be based on the following indications:

- a. Small bowel syndrome resulting from inadequate intestinal propulsion due to neuromuscular impairment
- b. Small bowel syndrome resulting from post-surgical conditions due to resections for:
 - i. Intestinal cysts
 - ii. Mesenteric cysts
 - iii. Small bowel or other tumors involving small bowel
 - iv. Crohn's disease
 - v. Mesenteric thrombosis
 - vi. Volvulus
- c. Short-gut syndromes in which there is liver function impairment (usually secondary to TPN)

Intestinal transplantation alone (SB), and combined liver-intestinal transplantation (SB/LT) will be considered when there is an impending or overt liver failure due to TPN induced liver injury

C. SERVICE COMPONENTS

1. Tissue Transplantation Services


(Autologous and Allogeneic Bone Marrow Transplantation Services)

The Contractor shall perform bone marrow transplantation which shall cover the following components of service:

Phase I – Pre-Transplant Evaluation

Inpatient and/or outpatient evaluative services, including professional fees, to include at a minimum, but not limited to:

- a. Physical examinations
- b. Psychological and social service evaluations
- c. Laboratory studies, including HLA typing
- d. X-rays
- e. Biopsies, as required
- f. Nutritional assessment, as indicated
- g. Dental examination and treatment for oral infection (for adults, this process will commence only after it is established that the member is an appropriate candidate for transplantation)

	Scope of Work		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 25	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

- h. Room and board during the time it is necessary for a member to remain in close proximity to the transplant center, which may include one accompanying adult
- i. Transplant Evaluation Summary as specified in Contractor’s Responsibilities

Phase II – Pre-Transplant Care

Inpatient or outpatient autologous marrow and/or stem cell harvesting, processing and storage, including professional fees.

Pre-transplant outpatient donor search and inpatient or outpatient donor evaluation services, including professional fees, for allogeneic related and unrelated which shall include, at a minimum:

- a. Physical examinations
- b. Psychological and social service evaluations
- c. Laboratory studies, including HLA typing
- d. X-rays, as indicated
- e. Biopsies, as indicated

Inpatient or outpatient donor organ, tissue or cell harvest, including professional fees, which shall include, at a minimum:

- a. Marrow and/or stem cell harvest, processing and storage
- b. All related medical fees

Phase III –Transplant Care

Preparation and transplantation, including professional fees, through the date of transplant or any portion thereof, which shall include, at a minimum:

- a. Marrow ablative procedures, including chemotherapy and radiation therapy
- b. Marrow and/or stem cell infusion
- c. All related medical care provided in either an inpatient and/or outpatient facility


Phase IV – Follow-up Care

Inpatient and/or outpatient follow-up services, including professional fees, which shall include, at a minimum:

- a. Laboratory and x-ray services
- b. Biopsies, as indicated
- c. Treatment of complications
- d. Post-transplant discharge evaluations
- e. Room and board during the time it is necessary for a member to remain in close proximity to the transplant center, which may include one accompanying adult
- f. Transportation to and from medical treatment during the time it is necessary for a member to remain in close proximity to the transplant center, which may include one accompanying adult. Reimbursement will not be provided for more than one accompanying adult.
- g. All transplant-related medication, including immunosuppressants
- h. A summary of the member’s condition upon discharge

2. SOLID ORGAN TRANSPLANTATION SERVICES

The Contractor shall perform solid organ transplantation which shall cover the following components of service:

	Scope of Work		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 26	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

Phase I – Pre-Transplant Evaluation

Inpatient and/or outpatient evaluative services, including professional fees, to include at a minimum, but not limited to:

- a. Physical examinations
- b. Psychological and social service evaluations
- c. Laboratory studies, including HLA typing
- d. X-rays, as indicated
- e. Nutritional assessment, as indicated
- f. Biopsies, as required
- g. Dental examination and treatment for oral infection (for adults, this treatment will commence only after it is established that the member is an appropriate candidate)
- h. Room and board during the time it is necessary for a member to remain in close proximity to the transplant center, which may include one accompanying adult
- i. Transplant Evaluation Summary as specified in Contractor’s Responsibilities

Phase II –Transplant Care

Preparation and transplantation, including professional fees, which begins 24 hours prior to transplantation surgery through day of transplant, shall include, at a minimum:

- a. Surgical procedure
- b. All donor services/organ procurement
- c. All related medical care


Phase III – Follow-up Care

Inpatient and/or outpatient follow-up services, including professional fees, which shall include, at a minimum:

- a. Laboratory and x-ray services
- b. Biopsies, as indicated
- c. Treatment of complications
- d. Post-transplant discharge evaluations
- e. Room and board during the time it is necessary for a member to remain in close proximity to the transplant center, which may include one accompanying adult
- f. Transportation to and from medical treatment during the time it is necessary for a member to remain in close proximity to the transplant center, which may include one accompanying adult. Reimbursement will not be provided for more than one accompanying adult.
- g. All transplant-related medication, including immunosuppressants
- h. A summary of the member’s condition upon discharge

D. CONTRACTOR RESPONSIBILITIES

1. The Contractor shall be responsible for all professional services associated with the referenced transplantation services.
2. The Contractor shall ensure and facilitate all required referrals and evaluations to complete the pre-transplant evaluation process in a timely manner once the member is referred to the center as a possible candidate. This evaluation process should be completed within sixty (60) days of referral, or sooner, based on the member’s medical condition. The authorizing payor must authorize the evaluation to be provided at the transplant center in order for reimbursement and approval for process to be initiated.
3. The Contractor shall provide a concise Transplant Evaluation Summary that includes all supporting documentation required, as referenced under Section 5, Service Components Phase I – Pre-Treatment Evaluation, for all referred members as part of the pre-transplant evaluative services within three weeks of completion of evaluative services.


	Scope of Work		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 27	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

The evaluation summary shall include a brief statement of the member's admitting condition, a statement of the member's current medical condition and current medications, recommendation(s) for further medical treatment based upon diagnostic/evaluative tests and procedures, results of the transplant center's selection committee decision indicating that member is an approved candidate or a denial reason if the member is not a candidate for services and a one page summary of results of all diagnostic tests and procedures. This documentation is to be sent to the authorizing payor. Based on information provided in the pre-transplant evaluation, the authorizing payor **must** authorize the transplant services in order for the remainder of the phases of transplant services to be reimbursed. The authorizing payor **must** receive the pre-transplant evaluation documentation in order for transplantation services to be authorized. Failure on the part of the Contractor to provide medical documentation or obtain prior authorization may result in denial of reimbursement.

4. The Contractor shall submit weekly utilization abstracts during the member's hospitalization directly to the authorizing payor. Abstracts shall be presented in the format customarily used by the Contractor, but must, at a minimum, include new treatments, medical progress and/or complications, and major laboratory results.
5. The Contractor shall provide the authorizing payor a discharge summary within thirty (30) days of member discharge from the facility. The Contractor shall provide recommendations for the on-going treatment and monitoring of the discharged member for the member's Primary Care Provider or specialist and shall be available for consultation with the Primary Care Provider or specialist.
6. The Contractor shall provide, in a timely fashion, all information/documentation requested by the AHCCCS Administration or participating health plans and program contractors. All documentation will be provided by the Contractor at no additional charge to the AHCCCS Administration, AHCCCS health plans or program contractors.
7. The Contractor shall ensure that subcontracted providers do not bill the AHCCCS Administration or the AHCCCS contracted health plans or program contractors directly for service reimbursed under this contract. Noncompliance may result in recoupment of fees from the Contractor.
8. *Health Insurance Portability and Accountability Act (HIPAA)*: The Contractor shall comply with the Administrative Simplification requirements of Subpart F of the HIPAA of 1996 (Public Law 107-191, 110 Statutes 1936) and all Federal regulations implementing that Subpart that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations.

E. AHCCCSA AND/OR AHCCCS HEALTH PLAN/PROGRAM CONTRACTOR RESPONSIBILITIES

1. AHCCCSA will review all written prior authorization requests for all service components from the treating physician for fee-for-service members. The health plan or program contractor's Medical Director will review written prior authorization requests for all service components for those members enrolled in their plans.
2. AHCCCSA and/or AHCCCS health plans/program contractors reserve the right to request consultation for a second opinion before rendering an authorization determination.

	Scope of Work		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 28	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

3. A written decision approving or denying the authorization request will be provided within fourteen (14) calendar days from receipt of a complete request for nonemergent services. In the case of emergent requests, the written decision will be provided within three (3) days of the request. Prior authorization will be provided to the Contractor by the authorizing payor.
4. If the Contractor is unable to provide required services in a timely manner, or as dictated by the needs and condition of the member, AHCCCSA and/or the AHCCCS health plan/program contractor may select another qualified provider.

F. REPORTING REQUIREMENTS


In addition to the reports specified in Section 4., Covered Services, the Contractor shall also submit to the Office of Medical Management, annual cumulative reports regarding volume and success rates of transplantation services provided which are required to be submitted to certification organizations such as UNOS and FACT.

G. TRANSPLANT SERVICE BILLING REQUIREMENTS

Contractors are responsible for submitting claims within six (6) months of the dates of service for all services provided to AHCCCS members relating to covered organ and tissue transplant services. Contractors submit invoices to the authorizing payor for each component of the transplant. Contractors will be paid at the contracted rates in effect for each covered component after the invoices for all medically necessary services relating to that component have been submitted to AHCCCS and meet the clean claim criteria pursuant to A.R.S. 36-2904(H).


All medically necessary services provided to the transplant recipient that are related to the transplant should be billed using the appropriate diagnosis/CPT codes (see FFS Provider Manual, Chapter 24) and procedure/revenue codes, as appropriate to meet clean claim status:

- UB-92 (Form B) - all contracted transplant services provided by the facility, including accommodation days, organ acquisition, and related inpatient or outpatient hospital services must be submitted on the UB-92 form using the proper revenue codes and bill types. Services must be itemized as they would be on any non-transplant encounter and must not include physician or other non-facility services.
- HCFA 1500 (Form A) - all physician and other professional services provided as part of the transplant contract, including transportation and medical supplies must be submitted on the HCFA 1500 form using the proper CPT and HCPCS procedure codes. Services must be itemized as they would be on any non-transplant encounter.
- Universal Drug (Form C) - any prescription drugs covered under the transplant contract should be submitted on a Form C.

	Uniform Instructions to Offerors		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 29	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034


1. Definition of Terms: As used within this solicitation document, and any resultant contract, the terms listed below are defined as follows:

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|------|---|--|
| 1.1 | ADMINISTRATION | Arizona Health Care Cost Containment System Administration (AHCCCSA). |
| 1.2 | AGENT | Any person who has been delegated the authority to obligate or act on behalf of another person or entity. |
| 1.3 | AHCCCS | Arizona Health Care Cost Containment System which is composed of the Administration, Contractors, and other arrangements. |
| 1.4 | ALTCS | Arizona Long Term Care System, a program under AHCCCSA that delivers long term, acute and behavioral health care services to members, as authorized by A.R.S. § 36-2932. |
| 1.5 | AMPM | The AHCCCS Medical Policy Manual |
| 1.6 | ARIZONA ADMINISTRATIVE CODE (A.A.C.) | State regulations established pursuant to relevant statutes. Relevant sections of the AAC may be referred to as “AHCCCS Rules”. |
| 1.7 | A.R.S. | Arizona Revised Statutes |
| 1.8 | ATTACHMENTS | All items required of the Offeror as part of this Offer. |
| 1.9 | AUTHORIZING PAYOR | For members in the AHCCCS Fee for Service Program, AHCCCS is the Authorizing Payor. For members enrolled with an AHCCCS contracted health plan or program contractor, the health plan or program contractor is the Authorizing Payor. |
| 1.10 | BIDDER’S LIBRARY | A repository of manuals, statutes, rules and other reference material located at the AHCCCS office in Phoenix. |
| 1.11 | BOARD CERTIFIED | An individual who has successfully completed all prerequisites of the respective specialty board and successfully passed the required examination for certification. |
| 1.12 | CLEAN CLAIM | As defined in A.R.S. § 36-2904(H). |
| 1.13 | CMS (formerly HCFA) | The Centers for Medicare and Medicaid Services, an organization within the U.S. Department of Health and Human Services which administers the Medicare, Medicaid and State Children’s Health Insurance Program. |
| 1.14 | COMPETITIVE BID PROCESS | A state procurement system used to select Contractors to provide covered services. |
| | COMPONENT | A component is a group of services, as defined for each type of transplant in the Pricing Schedule and the Scope of Work sections, e.g., pre-transplant evaluation, preparation and transplantation, follow up care, etc. Reimbursement for services under this contract is by component |
| 1.15 | CONTRACT | The combination of the solicitation, including Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions and the Specifications and |


	Uniform Instructions to Offerors		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 30	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

Scope of Work; the Offer and any best and final offer; and any amendments to the solicitation or the contract; and any terms implied by law.


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| 1.16 | CONTRACT AMENDMENT | A written document signed by the Procurement Officer that is issued for the purpose of making changes in the contract. |
| 1.17 | CONTRACTOR | The entity contracting with AHCCCS for the provision of transplant services under this contract. |
| 1.18 | CONVICTED | A judgment of conviction that has been entered by a federal, state, or local court, regardless of whether an appeal from that judgment is pending. |
| 1.19 | COVERED SERVICES | Services to be delivered by a Contractor which are so designated in the Scope of Work of this contract and in the AHCCCS Medical Policy Manual. |
| 1.20 | DAYS | Calendar days unless otherwise specified. |
| 1.21 | DIRECTOR | The Director of AHCCCSA. |
| 1.22 | EXHIBITS | All items attached as part of the solicitation. |
| 1.23 | EXPERIMENTAL SERVICES (R9-22-101) | <p>Services that are associated with treatment or diagnostic evaluation that meets one or more of the following criteria:</p> <ol style="list-style-type: none"> 1. Is not generally and widely accepted as a standard of care in the practice of medicine in the United States; 2. Does not have evidence of safety and effectiveness documented in peer reviewed articles in medical journals published in the United States; 3. Lacks authoritative evidence by the professional medical community of safety and effectiveness because the service are rarely used, novel, or relatively unknown in the professional medical community. |
| 1.24 | FEE-FOR-SERVICE REIMBURSEMENT (FFS) | A method of payment to registered providers on an amount-per service basis. |
| 1.25 | FEE FOR SERVICE MEMBER | A person determined eligible for any AHCCCS program who is not enrolled in a contracted health plan or program contractor. |
| 1.26 | FRAUD | An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes an act that constitutes fraud under applicable state or federal law, as defined in 42 CFR 455.2. |
| 1.27 | GATEKEEPER | Primary care provider who is primarily responsible for all medical treatment rendered and who makes referrals as necessary and monitors the member's treatment. |
| 1.28 | GRATUITY | A payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received. |

	Uniform Instructions to Offerors		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
			701 East Jefferson, MD 5700
		PAGE 31	Phoenix, Arizona 85034
		OF 66	

- 1.29 **HEALTH PLAN** A capitated health plan contracted with AHCCCSA to provide covered medical services in conformance with the contract requirements, AHCCCS statute and rules and federal law and regulations.
- 1.30 **HEALTH PLAN OR PROGRAM CONTRACTOR ENROLLED MEMBER** A person who is determined eligible for any AHCCCS program who is enrolled with a contracted health plan or program contractor.
- 1.31 **LIEN** A legal claim filed with the County Recorder’s Office in which a member resides and in the county an injury was sustained for the purpose of ensuring that AHCCCS receives reimbursement for medical services paid. The lien is attached to any settlement the member may receive as a result of an injury.
- 1.32 **MATERIAL OMISSION** Facts, 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.
- 1.33 **MAY** Indicates something that is not mandatory but permissible.
- 1.34 **MEDICALLY NECESSARY (R9-22-101)** A covered service provided by a physician or other licensed practitioner of the healing arts within the scope of practice under state law to prevent disease, disability, or other adverse health conditions or their progression, or prolong life.
- 1.35 **MEMBER** An eligible person who is enrolled in the system, as defined in A.R.S. § 36-2901, A.R.S. § 36-2931, A.R.S. § 36-2981 and A.R.S. § 2981.01.
- 1.36 **OFFER** Bid, proposal or quotation.
- 1.37 **OFFEROR** An organization or entity that submits a proposal to the Administration in response to this RFP, as defined in R9-22-106.
- 1.38 **PRIMARY CARE PROVIDER (PCP)** Physician, primary care physician and primary care practitioner as defined in ARS 36-2901.
- 1.39 **PROCUREMENT OFFICER** The person duly authorized to enter into and administer contracts and make written determinations with respect to the contract or their designee. Also referred to as Contracting Officer.
- 1.40 **PROGRAM CONTRACTOR** A person, organization or entity agreeing through a direct contracting relationship with AHCCCSA to provide the goods and services to ALTCS members specified by contract, AHCCCS statute and rules and federal law and regulations, as defined in A.R.S. § 36-2931.
- 1.41 **PROVIDER** Any person who contracts with the Administration for the provisions of hospitalization and medical care to members or any subcontractor of provider.
- 1.42 **RFP** Request For Proposal; a document prepared by AHCCCSA which describes the services required and instructs prospective offerors how to prepare a response (proposal) as defined in 9 A.A.C. 22, Article 1.


	Uniform Instructions to Offerors		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 32	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

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| 1.43 | ROOM AND BOARD | The amount paid for food and/or shelter. |
| 1.44 | SCOPE OF WORK | Provisions of this contract which specify the work and/or results to be achieved by the Contractor. |
| 1.45 | SHALL & MUST | That which is mandatory. |
| 1.46 | SHOULD | Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, AHCCCS may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information. |
| 1.47 | SOLICITATION | An invitation for bid (IFB), a request for proposal (RFP) or a request for quotation (RFQ). |
| 1.48 | SOLICITATION AMENDMENT | A written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation. |
| 1.49 | SPECIALIST | A physician certified to practice in a specialized field. |
| 1.50 | STANDARD OF CARE | A medical procedure or process that is accepted as treatment for a specific illness, or injury, medical condition through custom, peer review, or consensus by the professional medical community. |
| 1.51 | STATE | The state of Arizona and Department or Agency of the state that executes the contract. |
| 1.52 | SUBCONTRACT | Any contract, expressed or implied, between the Contractor and another party for performance of any work, for the making or furnishing of any material or any service required for the performance of the contract. |
| 1.53 | SUBCONTRACTOR | A person, agency, organization or entity to which the Contractor has contracted or delegated some of its functions or responsibilities to provide services or functions specifically related to fulfilling the Contractor's obligations to AHCCCSA under the terms of this contract. |
| 1.54 | THIRD PARTY | An individual, entity or program that is or may be liable to pay all or part of the medical cost of injury, disease or disability of an AHCCCS applicant, eligible person or member, as defined in 9 A.A.C. 22, Article 1. |

	Uniform Instructions to Offerors		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 33	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034


2. Inquiries:

- 2.1 **Duty to Examine:** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
- 2.2 **Solicitation Contact Person:** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation Contact Person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation Contact Person as a contact.
- 2.3 **Submission of Inquiries:** The Solicitation Contact Person may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- 2.4 **Timeliness:** Any inquiry shall be submitted as soon as possible and at least seven days before the Offer due date and time. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 2.5 **No Right to Rely on Verbal Responses:** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.
- 2.6 **Solicitation Amendments:** The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7 **Pre-Offer Conference:** If a Pre-Offer Conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions they may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 2.8 **Persons With Disabilities:** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation Contact Person. Requests shall be made as early as possible to allow time to arrange the accommodation.


	Uniform Instructions to Offerors		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 34	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

3. Offer Preparation:

- 3.1 Forms: No Facsimile or Telegraphic Offers: An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the forms. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected.
- 3.2 Typed or Ink; Corrections: The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 3.3 Evidence of Intent to be Bound: The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- 3.4 Exceptions to Terms and Conditions:
- 3.4.1 If offerors take any exception to any term, condition or requirement included in this solicitation document, such exception shall be submitted to the Contract Specialist **prior to the due date and time for receipt of proposals**. This will allow the Contract Specialist to review all exceptions and, if applicable, afford any approved exceptions to all other potential offerors.
- 3.4.2 If an offeror includes, in their proposal, exceptions, not covered by paragraph 3.4.1, above, such exceptions shall be null, void and without force and shall not be considered, and may negatively affect AHCCCS' proposal evaluation based on the published evaluation criteria or may result in rejection of the proposal.
- 3.4.3 The Offeror's preprinted or standard terms will not be considered by AHCCCS as a part of any resulting Contract.
- 3.5 Subcontracts: Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6 Cost of Offer Preparation: AHCCCS will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.7 Solicitation Amendments: Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment may result in rejection of the Offer.

	Uniform Instructions to Offerors		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 35	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

- 3.8 Provision of Tax Identification Numbers: Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form.
- 3.9 Federal Excise Tax: The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- 3.10 Identification of Taxes in Offer: The State of Arizona is subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate tax as a separate in the offer, the State will conclude that the price(s) offered includes all applicable taxes.
- 3.11 IRS W9 Form: In order to receive payment under any resultant contract, Contractor shall have a current IRS W9 Form on file with the State of Arizona.
- 3.12 Disclosure: If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 3.13 Solicitation Order of Precedence: In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 3.13.1 Special Terms and Conditions;
 - 3.13.2 Uniform Terms and Conditions
 - 3.13.3 Statement or Scope of Work;
 - 3.13.4 Specifications;
 - 3.13.5 Attachments;
 - 3.13.6 Exhibits;
 - 3.13.7 Special Instructions to Offerors, and
 - 3.13.8 Uniform Instructions to Offerors

	Uniform Instructions to Offerors		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 36	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

3.14 Delivery: Unless otherwise stated in the Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination.

4. Submission of Offer:

4.1 Sealed Envelope or Package: Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.

4.2 Offer Amendment or Withdrawal: An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

4.3 Public Record: Under applicable law, all Offers submitted and opened are public records and must be retained by AHCCCS. Offers shall be open to public inspection after Contract award, except for such portions of an Offer deemed to be confidential by AHCCCS.

4.4 Non-collusion, Employment, and Services: By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

4.4.1 It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

4.4.2 It does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

5. Evaluation:


5.1 Unit Price Prevails: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

5.2 Taxes. Arizona transaction privilege and use taxes shall not be considered when evaluating Offers.

5.3 Late Offers: An Offer submitted after the exact Offer due date and time shall be rejected.

5.4 Disqualification: The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

5.5 Offer Acceptance Period: An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final Offer due date.

	Uniform Instructions to Offerors		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 37	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

5.6 **Payment:** Payment shall comply with the requirement of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt of goods or services, the contractor shall submit a complete and accurate invoice for payment from AHCCCS within thirty (30) days.

5.7 **Waiver and Rejection Rights:** Notwithstanding any other provision of the Solicitation, AHCCCS reserves the right to:

5.7.1 Waive any minor informality;

5.7.2 Reject any and all Offers or portions thereof; or

5.7.3 Cancel a Solicitation.

6. Award:

6.1 **Number or Types of Awards:** Where applicable, AHCCCS reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to AHCCCS. If the Contracting Officer determines that an aggregate award to one Offeror is not in AHCCCS' best interest, "all or none" Offers shall be rejected.

6.2 **Contract Inception:** An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Contracting Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.


6.3 **Effective Date:** The effective date of this Contract shall be the date that the Contracting Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7. Confidential Information:

7.1 If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a detailed statement advising the Contracting Officer of this fact shall accompany the submission and the information shall be so identified wherever it appears. Such statement must also state the specific harm or prejudice which may arise if disclosed.

7.2 The information identified by the person as confidential shall not be disclosed until the Contracting Officer makes a written determination.

7.3 The Contracting Officer shall review the statement and information and shall determine in writing whether the information shall be withheld.


	Uniform Instructions to Offerors		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 38	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

8. **Contract Applicability:** Any contract resulting from this solicitation shall be for the exclusive use of AHCCCS and its contracted health plans and program contractors.

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

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

11. **Protests:** A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and the Arizona Administrative Code Title 2, Chapter 7, Article 9, Rules R2-7-901 through R2-7-937. It shall be in writing and be filed with the AHCCCS Contracting Officer and with the State Procurement Administrator. A protest of a solicitation or a contract award shall be received by the AHCCCS Contracting Officer before the offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:
 - 11.1 The name, address and telephone number of the protester;
 - 11.2 The signature of the protester or its representative;
 - 11.3 Identification of the purchasing agency and the solicitation or contract number;
 - 11.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

	Special Instructions to Offerors		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 39	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

1. **Offeror's Contacts:** All questions concerning this Request for Proposal, including technical specifications, proposal process, etc. shall be directed to the Solicitation Contact Person, identified on the first page of this solicitation document. All questions shall be in writing and submitted either via e-mail (preferred) or telefax. Contact information is found on the front page of this document. Offerors may not contact other AHCCCS employees concerning this solicitation.

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

3. **Proposal Information:** Offeror is to submit their proposal with one (1) original and five (5) copies [for a total of six (6) sets] in the format as contained in this RFP. **The original copy of the proposal should be clearly labeled "ORIGINAL"**. The material should be in sequence and related to the RFP. AHCCCS will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. The proposal should include at least the following information:
 - 3.1 **Experience and Expertise of Key Personnel:**
 - 3.1.1 The qualifications of the key personnel proposed by the offeror to perform the requirements of this solicitation will be considered in the evaluation. Key Personnel, under this solicitation, refers primarily to the transplant physicians and transplant coordinators. Therefore, the offeror should submit detailed information related to the experience, technical expertise and qualifications for each key personnel proposed. Offeror should provide the names and titles for all proposed key personnel; clerical staff is not considered key personnel. The use of Exhibit A is furnished for the offeror's use in presenting such information.
 - 3.1.2 The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be utilized.
 - 3.1.3 The offeror should provide a resume for each proposed key person, which substantiates the key person possesses the experience and expertise to provide the assigned tasks and responsibilities as detailed in paragraph 3.1.2, above. Each resume should include a description of the type and years of experience, training and other pertinent qualifications.



Special Instructions to Offerors

SOLICITATION NO.: YH04-0002

PAGE
40

OF
66

AHCCCS

Arizona Health Care Cost Containment
System

701 East Jefferson, MD 5700

Phoenix, Arizona 85034


Resumes should be limited to four (4) pages. The use of Exhibit B, "Resumes for Key Personnel," may be used for this purpose.

- 3.1.4 The offeror may submit any other pertinent information which would substantiate each proposed key person possesses the experience, expertise and capability to provide the assigned services.

3.2 **Experience and Expertise of the Facility:**

- 3.2.1 The offeror's experience and past performance will be evaluated on the extent of its success in managing and integrating work relevant to that defined in the Scope of Work. Therefore, the Offeror is advised to submit any and all information which documents successful and reliable experience in past performances as related to this RFP. Specifically, the offeror should provide the total number of related transplants completed from January 1, 2001 through December 31, 2002 listed by type of transplant.
- 3.2.2 References: References should be verifiable and be able to comment on the offeror's related experience. The offeror should submit, at a minimum, three (3) payor references which would demonstrate the offeror possesses an understanding and the experience in providing the required service. As these references may be checked, insure all information is current, accurate and prior permission to use is obtained from each reference. This information may be shown on the form attached as Exhibit C to this RFP or in a similar manner.
- 3.2.3 The offeror should provide an organizational chart which clearly shows the reporting and lines of authority, to include all proposed key personnel and any proposed subcontractors. The organizational chart should identify the prime point of contact between the offeror and the AHCCCS Project Manager.
- 3.2.4 The offeror should provide copies of their appropriate certifications, (i.e. UNOS, FACT and/or Medicare), where applicable, for each type of transplant for which they are submitting an offer.
- 3.2.5 The offeror should provide an explanation of how the transplant center will provide outpatient medications included in the reimbursement for Phase III-Follow up care should the member be an outpatient during this phase.
- 3.2.6 The offeror may submit any other pertinent information which would substantiate the offeror possesses the experience, expertise and capability to provide the required services.

- 3.3 **Cost:** The evaluation of the category of Cost shall be based on the prices, as indicated on the Pricing Schedules submitted with offeror's proposal.

	Special Instructions to Offerors		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 41	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

3.4 **Location and Transportation:** The Offeror shall provide the location of their facility, its proximity to accommodations for caregivers as well as to airport facilities, if applicable. The Offeror shall also include in their proposal notice of any agreement they may have with hotel/motels or other temporary living arrangements for caregivers or members as necessary and ground transportation to and from the airport, if applicable. This information may be shown on the attached Exhibit D or in a similar manner.

3.5 **Additional Information:** The offeror may submit any other pertinent information which would substantiate the offeror has the experience, expertise and capability to provide the required services.

4. **Intent to Provide Certificate of Insurance:** The offeror should provide a statement that, if notified of contract award, will submit to AHCCCSA for review and acceptance, the applicable certificate/s of insurance as required within this RFP document, within five (5) business days of such notification.
5. **Offeror's Financial Disclosure:** The offeror should complete Exhibit E, "Offeror's Financial Disclosure".
6. **Offeror's Checklist:** The offeror should complete Exhibit F, "Offeror's Checklist".
7. **Offeror's Responsibility:** The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of Arizona is under no obligation to solicit such information if it is not included with the offeror's proposal. Failure of the offeror to submit such information may cause an adverse impact on the evaluation of the offeror's proposal.
8. **Discussions:** In accordance with A.R.S. §41-2534, after the initial receipt of proposals, discussions may be conducted with offeror(s) who submit proposals determined to be reasonably susceptible of being selected for award. Award may be made without discussions; therefore, offers should be submitted complete and on most favorable terms.
9. **Additional Information for Submittal of Proposal:**
 - 10.1 It is the responsibility of each offeror to insure their proposal is delivered to AHCCCSA by the due date and time. Allow for such contingencies as heavy traffic, weather, directions to submittal location, parking, common carriers not delivering as requested, etc. AHCCCSA shall not accept late proposals past the due date and time.
 - 10.2 AHCCCSA is not responsible for supplying boxes, envelopes, tape, etc. to offerors at time of proposal deliver.
 - 10.3 When submitting your proposal to AHCCCSA, insure your company name and the Request for Proposal solicitation number is clearly marked on the outside of the envelope/package.



Uniform Terms and Conditions

AHCCCS

Arizona Health Care Cost Containment
System

701 East Jefferson, MD 5700

Phoenix, Arizona 85034

SOLICITATION NO.: YH04-0002

PAGE
42

OF
66

1. **Advertising and Promotion of Contract:** The Contractor shall not advertise or publish information for commercial benefit concerning this contract without the prior written approval of the Contracting Officer.
2. **Amendments:** This Contract is issued under the authority of the Contracting Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
3. **Arizona Law:** The law of Arizona applies to this contract including, where applicable, the Uniform Commercial Code, as adopted in the State of Arizona.
4. **Arizona Procurement Code:** The Arizona Procurement Code, A.R.S. Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code Title 2, Chapter 7, is a part of this Contract as if fully set forth in it.
5. **Assignment and Delegation:** The Contractor shall not assign any right nor delegate any duty under this contract without prior written approval of the Contracting Officer, who will not unreasonably withhold such approval.
6. **Audits and Inspections:**
 - 6.1 The Contractor shall comply with all provisions specified in A.R.S. 35-214 and 35-215 and AHCCCS policies and procedures relating to the audit of Contractor's records and the inspection of Contractor's facilities. Contractor shall fully cooperate with AHCCCS staff and allow them reasonable access to Contractor's staff, subcontractors, members, and records.
 - 6.2 At any time during the term of this contract, and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by AHCCCS and, where applicable, the federal government, to the extent that the books and records relate to the performance of the contract or subcontracts.
 - 6.3 AHCCCS and the federal government may evaluate through on-site inspection or other means, the quality, appropriateness and timeliness of services performed under this contract.
7. **Availability of Funds for the Next Fiscal Year:** Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. The State shall make reasonable efforts to secure such funds.



Uniform Terms and Conditions

AHCCCS

Arizona Health Care Cost Containment
System

701 East Jefferson, MD 5700


Phoenix, Arizona 85034

SOLICITATION NO.: YH04-0002

PAGE
43

OF
66

8. **Cancellation for Conflict of Interest:** Pursuant to A.R.S. 38-511, AHCCCS may cancel this contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of AHCCCS is or becomes at any time, while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. 38-511.
9. **Compliance with Applicable Laws:** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
10. **Contract Claims:** All contract claims or controversies under this contract shall be resolved according to A.A.C. Chapter 22, Article 8 and rules adopted thereunder.
11. **Contract Order of Precedence:** In the event in the provisions of the contract, as accepted by AHCCCS and as they be amended, the following shall prevail in the order set forth below:
 - 11.1 Special Terms and Conditions;
 - 11.2 Uniform Terms and Conditions;
 - 11.3 Statement or Scope of Work;
 - 11.4 Specifications;
 - 11.5 Attachments;
 - 11.6 Exhibits;
 - 11.7 Documents, referenced or included in the solicitation.
12. **Contractor's Representations and Warranties:** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
13. **Delivery:** Unless stated otherwise in the contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination.
14. **Exclusions:** Except as otherwise set forth in this Contract, there are no express or implied warranties of merchantability or fitness.

	Uniform Terms and Conditions		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 44	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

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

16. Force Majeure:

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

16.2 Force Majeure shall not include the following occurrences:

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

16.2.2 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

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

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

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



Uniform Terms and Conditions

SOLICITATION NO.: YH04-0002

PAGE
45

OF
66

AHCCCS

Arizona Health Care Cost Containment
System

701 East Jefferson, MD 5700

Phoenix, Arizona 85034

17. **General Indemnification:** The parties to this contract agree that AHCCCS shall be indemnified and held harmless by the Contractor for the vicarious liability of AHCCCS as a result of entering into this contract. However, the parties further agree that AHCCCS shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
18. **Gratuities:** The Contracting Officer may, by written notice to the Contractor, immediately terminate this contract if it determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of AHCCCS for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about contract performance. The Contracting Officer, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Contractor.
19. **Implied Contract Terms:** Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated in it.
20. **No Parole Evidence:** This contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any term used in this contract.
21. **No Waiver:** Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the non-conforming performance knows of the nature of the performance and fails to object to it.
22. **Non-Discrimination:** The Contractor shall comply with State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, sex, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable federal and state laws, rules and regulations, including the Americans with Disabilities Act. The Contractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
23. **Non-exclusive Remedies:** The rights and the remedies of AHCCCS under this contract are not exclusive.
24. **Notices:** Notices to the Contractor required by this Contract shall be made by the Contracting Officer to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to AHCCCS required by the Contract shall be made by the Contractor to the Contracting Officer. An authorized Contracting Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.
25. **Payments:** The Contractor shall be paid as specified in the Contract. Payment must comply with requirements of A.R.S. Title 35.



Uniform Terms and Conditions

AHCCCS

Arizona Health Care Cost Containment
System

701 East Jefferson, MD 5700


Phoenix, Arizona 85034

SOLICITATION NO.: YH04-0002

PAGE
46

OF
66

26. **Records:** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records (“records”) relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records at no cost to the State.
27. **Relationship of Parties:** The Contractor under this contract is an independent contractor. Neither party to this contract shall be deemed to be the employee or agent of the other party to the contract.
28. **Right of Offset:** AHCCCS shall be entitled to offset against any amounts due the Contractor any expenses or costs incurred by AHCCCS concerning the Contractor's non-conforming performance or failure to perform the contract.
29. **Right to Assurance:** If AHCCCS, in good faith, has reason to believe that the Contractor does not intend to perform or continue performing this contract, the Contracting Officer may demand in writing that the Contractor give a written assurance of intent to perform. The demand shall be sent to the Contractor by certified mail, return receipt required. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the Contracting Officer's option, be the basis for terminating the contract.
30. **Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract, which may remain in effect without the invalid provision, or application.
31. **Suspension or Debarment:** The Contracting Officer may, by written notice to the Contractor, immediately terminate this Contract if the Contracting Officer or the State determine that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
32. **Tax Indemnification:** the contractor and all subcontractors shall pay all Federal, State and local taxes applicable to its operation and any persons employed by the contractor. Contractor shall, and require all subcontractors, to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or State and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
33. **Termination for Convenience:** The Contracting Officer reserves the right to terminate the contract in whole or in part at any time when in the best interests of AHCCCS without penalty or recourse. The Contracting Officer shall give written notice by certified mail, return receipt requested, to the Contractor of the termination at least ninety (90) days before the effective date of the termination. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the Contracting Officer. The Contractor shall be

	Uniform Terms and Conditions		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 47	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

34. Termination for Default:

- 34.1 The Contracting Officer reserves the right to terminate this contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or failure to take corrective action as required by the Contracting Officer to comply with the terms of the contract. If the Contractor is providing services under more than one contract with AHCCCS, the Contracting Officer may deem unsatisfactory performance under one contract to be cause to require the Contractor to provide assurance of performance under any and all other contracts. In such situations, the Contracting Officer reserves the right to seek remedies under both actual and anticipatory breaches of contract if adequate assurance of performance is not received. The Contracting Officer shall mail written notice of the termination and the reason(s) for it to the Contractor by certified mail, return receipt requested.
- 34.2 In the event the Contractor requests a hearing prior to termination, AHCCCS is required by the Balanced Budget Act of 1997 to oversee the operation of the Contractor entity through appointment of temporary management prior to the hearing.
- 34.3 Upon termination under this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall become the property of and be delivered to the Contracting Officer on demand.
- 34.4 The Contracting Officer may, upon termination of this contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this contract. The Contractor shall be liable for any excess costs incurred by AHCCCS in procuring the materials or services in substitution for those due from the Contractor.

35. Third Party Antitrust Violations: The Contractor assigns to AHCCCS any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this contract.



Special Terms and Conditions

AHCCCS

Arizona Health Care Cost Containment
System

701 East Jefferson, MD 5700


Phoenix, Arizona 85034

SOLICITATION NO.: YH04-0002

PAGE
48

OF
66

1. **Assignment of Contract and Bankruptcy:** This contract is voidable and subject to immediate cancellation by the Contracting Officer upon Contractor becoming insolvent or filing proceedings in bankruptcy or assigning rights or obligations under this contract without the prior written consent of the Contracting Officer.
2. **Authority to Contract:** This contract is issued under the authority of the Contracting Officer who signed this contract. Changes to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized state employee or made unilaterally by the Contractor are violations of the contract and of applicable law. Such changes, including unauthorized written contract amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim under this contract based on those changes.
3. **Choice of Forum:** The parties agree that jurisdiction over any action arising out of or relating to this contract shall be brought or filed in a court of competent jurisdiction located in the State of Arizona.
4. **Continuation of Performance Through Termination:** The contractor shall continue to perform, in accordance with the requirements of the contract, up to the date of termination, as directed in the termination notice.
5. **Conflict of Interest:** The Contractor shall not undertake any work that represents a potential conflict of interest, or which is not in the best interest of AHCCCS or the State without prior written approval by AHCCCS. The Contractor shall fully and completely disclose any situation that may present a conflict of interest. If the Contractor is now performing or elects to perform during the term of this contract any services for any AHCCCS health plan, provider or Contractor or an entity owning or controlling same, the Contractor shall disclose this relationship prior to accepting any assignment involving such party.
6. **Contract Cancellation (Immediate):** This contract is critical to AHCCCS and the agency reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any material obligation, term or condition of the contract. The Contracting Officer shall issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act in any of the following:
 - 6.1 The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - 6.2 The contractor fails to make progress in the performance of the contract and/or gives the Contracting Officer reason to believe that the contractor will not or cannot perform to the requirements of the contract.
 - 6.3 The Contracting Officer may resort to any single or combination of the following remedies:
 - 6.3.1 Cancel any contract;
 - 6.3.2 Reserve all rights or claims to damage for breach of any covenants of the contract;

	Special Terms and Conditions		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 49	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

6.3.3 In case of default, the Contracting Officer reserves the right to purchase services in accordance with the Arizona Procurement Code. The Contracting Officer may recover reasonable excess costs from the contractor by:

6.3.3.1 Deduction from an unpaid balance;

6.3.3.2 Collection against the bid and/or performance bond; or

6.3.3.3 Any combinations of the above or any other remedies as provided by law.

7. **Contract Claims:** Contract claims arising under A.R.S. § Title 36, Chapter 29 shall be adjudicated in accordance with AHCCCS Rules.
8. **Cooperation with other Contractors:** AHCCCS may award other contracts for additional work related to this contract and 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.
9. **Health Insurance Portability and Accountability Act (HIPAA):** The Contractor shall comply with the Administrative Simplification requirements of Subpart F of the HIPAA of 1996 (Public Law 107-191, 110 Statutes 1936) and all Federal regulations implementing that Subpart that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations.
10. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to AHCCCS for the purpose of assuring that no information contained in its records or obtained from AHCCCS or others carrying out its functions under the contract, shall be used or disclosed by it, its agents, officers or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to AHCCCSA. The contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to, in writing, by AHCCCS.
11. **Covenant Against Contingent Fees:** The Contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For violation of this warranty, the Contracting Officer shall have the right to annul this contract without liability.
12. **Contract:**
 - 12.1 The contract between AHCCCS and the contractor shall consist of (1) the Request for Proposal (RFP) and any solicitation amendments thereto, and (2) the proposal submitted by the contractor in response to the RFP. In the event of a conflict in language between the two documents referenced, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, AHCCCS reserves the right to clarify any contractual relationship in writing, and such written clarification shall



Special Terms and Conditions

AHCCCS

Arizona Health Care Cost Containment
System

701 East Jefferson, MD 5700

Phoenix, Arizona 85034

SOLICITATION NO.: YH04-0002

PAGE
50

OF
66

govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

12.2 The contract shall be construed according to the laws of the State of Arizona. The State of Arizona is not obligated for the expenditures under the contract until funds have been encumbered.

13. **Employees of the Contractor:** All employees of the Contractor employed or in performance of work under this Contract shall be employees of the Contractor at all times and not of AHCCCS. The Contractor shall comply with the Social Security Act, Workers' Compensation laws and unemployment laws of the State of Arizona as well as federal, state and local legislation relevant to the Contractor's business.
14. **Incorporation by Reference:** This solicitation and all attachments and amendments, the Contractor's proposal, best and final offer accepted by the Contracting Officer, and any approved subcontracts are hereby incorporated by reference into the contract.
15. **Independent Contractor:** The contractor represents himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Arizona and/or AHCCCS. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, etc.
16. **Insurance:**
- 16.1 Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A VII in the current A.M. Best's, the minimum insurance coverage below:
- 16.2 Commercial General Liability, with minimum limits of \$1,000,000 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona and AHCCCS as an Additional Insured (ISO Form G 12057) with reference to this contract. Homeowner's insurance is not acceptable. The policy shall include coverage for:
- Bodily Injury;
 - Broad Form Property;
 - Personal Injury;
 - Blanket Contractual Liability;
 - Products and Completed Operations;
 - Fire Legal Liability;



Special Terms and Conditions

AHCCCS

Arizona Health Care Cost Containment
System

701 East Jefferson, MD 5700

Phoenix, Arizona 85034

SOLICITATION NO.: YH04-0002

PAGE
51

OF
66

- 16.3 Business Automobile Liability, with minimum limits of \$1,000,000 per occurrence combined single limit, with Insurance Service Office Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona and AHCCCS as an Additional Insured with reference to this contract. Personal automobile insurance is not acceptable.
- 16.4 Workers Compensation and Employers Liability insurance as required by the State of Arizona Workers Compensation statutes, as follows:
- Workers Compensation (Coverage A): Statutory Arizona benefits;
Employers Liability (Coverage B): \$500,000 each accident;
\$500,000 each employee/disease;
\$1,000,000 policy limit/disease.
- 16.5 Policy shall include endorsement for All State coverage for state of hire.
- NOTE: Paragraph 16.4 does not apply to a sole proprietor executing a Sole Proprietor Waiver.
- 16.6 The State of Arizona and AHCCCS reserves the right to require higher limits of liability and/or variations in the application of the insurance policy limits to individual providers and/or group providers.
- 16.7 The State of Arizona and AHCCCS reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.
- 16.8 Certificates of Insurance acceptable to the State of Arizona and AHCCCS shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona and AHCCCS as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be cancelled until at least sixty (60) days prior written notice has been given to the State of Arizona and AHCCCS. All coverages, conditions, limits and endorsements shall remain in full force and effect as required by this contract.
- 16.9 The State of Arizona and AHCCCS reserves the right to require higher limits of liability and/or variations in the application of the insurance policy limits to individual providers and/or group providers.
- 16.10 Professional Liability Insurance with minimum limits of \$1,000,000.00 Each Claim (or Each Wrongful Act) with a Retroactive Liability Date (if applicable to Claims-Made coverage) the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary



Special Terms and Conditions

SOLICITATION NO.: **YH04-0002**

PAGE
52

OF
66

AHCCCS

Arizona Health Care Cost Containment
System

701 East Jefferson, MD 5700

Phoenix, Arizona 85034

skill for those professional positions defined in the Scope of Work or Specifications of this contract.
"Professional" refers to any job classification which requires either a license or certification.



Special Terms and Conditions

SOLICITATION NO.: YH04-0002

PAGE
53

OF
66

AHCCCS

Arizona Health Care Cost Containment
System

701 East Jefferson, MD 5700

Phoenix, Arizona 85034

- 16.11 Medical Malpractice Liability Insurance with minimum limits of \$2,000,000 Each Claim and an unimpaired annual aggregate of \$4,000,000, with minimum per physician limits of \$1,000,000 Each Claim and \$3,000,000 unimpaired aggregate. The policy shall cover professional liability arising out of the rendering or failure to render medical services for all persons, positions and operations as described in the Scope of Work by all providers including activities of professional boards or committees.
- 16.12 The policy shall contain an Extended Claim Reporting Provision of not less than three years following termination of the policy.
- 16.13 Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona and AHCCCS may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona and AHCCCS shall be repaid by the Contractor upon demand, or the State of Arizona and AHCCCS may offset the cost of the premiums against any monies due to the Contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona and AHCCCS. The Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.
17. **Key Personnel:** It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of AHCCCS' authorized representative and a copy to the Contracting Officer of record.
18. **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.
19. **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.
20. **No Guaranteed Quantities:** AHCCCS does not guarantee the Contractor any minimum or maximum quantity of services or goods to be provided under this contract.



Special Terms and Conditions

AHCCCS

Arizona Health Care Cost Containment
System

701 East Jefferson, MD 5700


Phoenix, Arizona 85034

SOLICITATION NO.: YH04-0002

PAGE
54

OF
66

21. **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.
22. **Other Contracts:** AHCCCS may undertake or award other contracts for additional or related work and the contractor shall fully cooperate with such contractors and state employees and carefully fit his own work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by state employees. AHCCCS shall equitably enforce this section to all contractors to prevent the imposition of unreasonable burdens on any contractor.
23. **Responsibility for Payments Indemnification:** The contractor shall be responsible for issuing payment for services performed by the contractor's employees and will indemnify and save AHCCCS harmless for all claims whatsoever growing out of the lawful demands of employees, subcontractors, suppliers or any other third party incurred in the furtherance of the performance of the contract. The contractor shall, at AHCCCS' request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
24. **Term of Contract and Option to Renew:**
 - 24.1 The initial term of this contract shall be for one (1) initial year with four (4) one-year options to extend, not to exceed a total contracting period of five (5) years. The terms and conditions of any such contract extension shall remain the same as the original contract, as amended except pricing. Any pricing changes shall be in accordance with Paragraph 24.2 of this section. All contract extensions shall be through contract amendment, and shall be at the sole option of AHCCCS.
 - 24.2 Prior to extending the Contract the Contractor may request a price increase. The Contractor shall agree that the prices stated in the original Contract shall not be increased in excess of the Consumer Price Index (CPI), for All Urban Consumers, for the twelve (12) month period ending December 31 of each year, expressed as a percentage times the current Contract prices. Any proposed price increase shall be subject to acceptance and approval by AHCCCSA.
 - 24.3 When the Contracting Officer issues an amendment to extend the contract, the provisions of such extension will be deemed to have been accepted sixty (60) days after the date of mailing by the Contracting Officer, even if the extension amendment has not been signed by the Contractor, unless within that time the Contractor notifies the Contracting Officer in writing that it refuses to sign the extension amendment. If the Contractor provides such notification, the Contracting Officer will initiate contract termination proceedings.
 - 24.4 If the Contractor chooses not to renew this contract, the Contractor may be liable for certain costs associated with the transition of its members to a different Contractor. If the Contractor provides the Contracting Officer written notice of its intent not to renew this contract at least 180 days before its expiration, this liability for transition costs may be waived by the Contracting Officer.

	Special Terms and Conditions		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 55	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

25. **Termination - Availability of Funds:** Funds are not presently available for performance under this contract beyond the current fiscal year. No legal liability on the part of AHCCCS for any payment may arise under this contract until funds are made available for performance of this contract. AHCCCS shall make reasonable efforts to secure such funds.
26. **Type of Contract:** Firm fixed-price contract with price adjustments. These adjustments may, at the discretion of AHCCCS, be allowed (not more often than annually) as described in Paragraph 24.2 of this Section. Requests for rate adjustments must be provided to AHCCCS in writing, and must include documentation supporting the proposed adjustment.
27. **Warranty of Services:** The Contractor warrants that all services provided under this contract will conform to the requirements stated herein. AHCCCS' acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Contracting Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.
28. **Fraud and Abuse:**
- 28.1 It shall be the responsibility of the Contractor to report all cases of suspected fraud and abuse by subcontractors, members or employees. The Contractor shall provide written notification of all such incidents to the Contracting Officer.
- 28.2 As stated in A.R.S. § 13-2310, incorporated herein by reference, any person who knowingly obtains any benefit by means of false or fraudulent pretenses, representations, promises or material omissions is guilty of a class 2 felony.
- 28.3 Contractors are required to research potential overpayments identified by a fraud and abuse investigation or audit conducted by AHCCCS. After conducting a cost benefit analysis to determine if such action is warranted, the Contractor should attempt to recover any overpayments identified due to erroneous, false or fraudulent billings.
29. **Order of Precedence:** The parties to this contract shall be bound by all terms and conditions contained herein. For interpreting such terms and conditions the following sources shall have precedence in descending order: The Constitution and laws of the United States and applicable federal regulations; the terms of the HCFA 1115 waiver for the State of Arizona; the Constitution and laws of Arizona, and applicable State rules; the terms of this contract, including all attachments and executed amendments and modifications; AHCCCS policies and procedures.
30. **Augmentation of Services:**
- During the course of this Contract, the Contract Officer may determine the need to augment various levels and identified skill-sets, including expanding position descriptions, creating new position



Special Terms and Conditions

SOLICITATION NO.: **YH04-0002**

PAGE
56

OF
66


AHCCCS

Arizona Health Care Cost Containment
System

701 East Jefferson, MD 5700

Phoenix, Arizona 85034

descriptions and/or modifying existing position descriptions. Such identified needs may be based upon

	Special Terms and Conditions		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 57	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

performance, pricing, availability and current business conditions. The Contract Officer will re-issue specific portions of the RFP in the form of a supplemental solicitation to all, then registered vendors under the identified services. Through this re-issuance process, and if supplemental awards are issued, the Contract duration (initial Term and Amended Extensions) will run concurrently with the existing contracts.

31. Transition Period: A transition period of up to sixty (60) days shall be established in the event the current contractor is not awarded a contract. During this period the current contractor shall provide existing pager services until the contract user is able to replace existing units. Once the change in contractors is acknowledged, that portion of the service shall be discontinued by the old contractor and shall be provided by the new contractor. Payment shall be made to the vendor providing the service.

32. Transition Activities:

Upon the expiration of this Contract, AHCCCS anticipates a continued need for the Contracted services specified herein. In the event that a Contract is awarded to a new Contractor, there shall be a transition of service period. During this period, the outgoing Contractor shall work closely with the new Contractor's personnel and/or AHCCCS staff to ensure a smooth and complete transfer of duties and responsibilities.

All transition activities will be coordinated by AHCCCS's authorized representative. A transition plan will be developed in conjunction with the outgoing Contractor to assist the new Contractor and/or AHCCCS staff to implement the transfer of information.

AHCCCS reserves the right to determine which projects nearing completion will remain with the outgoing Contractor.

33. Contractor Staff Training AHCCCS shall not reimburse the Contractor for costs related to training the Contractor's staff to perform tasks specified by the Scope of Work.



Exhibit A - Key Personnel

SOLICITATION NO.: YH04-0002

PAGE
58

OF
66

AHCCCS

Arizona Health Care Cost Containment
System


701 East Jefferson, MD 5700

Phoenix, Arizona 85034


KEY PERSONNEL

NAME OF KEY PERSON	TITLE


NOTE: Attach a resume for each individual, as required in the Special Instructions to Offerors.

	Exhibit B - Resumes for Key Personnel		AHCCCS
	SOLICITATION NO.: YH04-0002		Arizona Health Care Cost Containment System
		PAGE 59	701 East Jefferson, MD 5700
		OF 66	Phoenix, Arizona 85034

1. Complete a separate resume for each key person who will be proposed to provide the services as required in the Scope of Work. Each resume should, at a minimum, contain at least the following information:
 - 1.1 Name of person;
 - 1.2 Proposed position for contract service;
 - 1.3 Position currently held;
 - 1.4 Number of years with offeror's program;
 - 1.5 Number of years experience providing services being procured by this solicitation;
 - 1.6 Education;
 - 1.7 Qualifications;
 - 1.8 Previous related experience with large local, state or federal government agencies;
 - 1.9 Certifications;
 - 1.10 Membership in professional organizations;
 - 1.11 Primary functions person will fulfill under this Contract;
 - 1.12 Any additional information which would substantiate the key person possesses the experience, expertise and knowledge to provide the proposed services.

	Exhibit C - Firm's References		AHCCCS
	SOLICITATION NO.: YH04-0002	PAGE 60	Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
		OF 66	

1. References should be verifiable and should be able to comment on the firm's related experience. The Offeror should submit a minimum of three (3) similar size and scope professional references for organizations your company has provided services. Each reference should provide at least the following information:
 - 1.1 Name, address and telephone number of Contracting Agency or Company;
 - 1.2 Contact Person who may be contacted for verification of all information submitted;
 - 1.3 Location of Services;
 - 1.4 Name of all key personnel and sub-contractors used;
 - 1.5 Start and completion date of work performed, and
 - 1.6 Detailed written narrative of the specific services performed.

	Exhibit D – Location & Transportation		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH04-0002	PAGE 61	
		OF 66	

The Offeror shall provide the location of their facility, its proximity to accommodations for any necessary caregiver and airport facilities. The Offeror shall also include in their proposal notice of any agreement they may have with hotel/motels or other temporary living arrangements for members and/or caregivers and ground transportation to and from the airport, if applicable.



Exhibit E - Offeror's Financial Disclosure

AHCCCS

Arizona Health Care Cost Containment System

701 East Jefferson, MD 5700

Phoenix, Arizona 85034

SOLICITATION NO.: YH04-0002

PAGE 62

OF 66

OFFEROR'S FINANCIAL DISCLOSURE

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

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



Exhibit F – Offeror's Checklist

SOLICITATION NO.: YH04-0002

PAGE
63

OF
66

AHCCCS

Arizona Health Care Cost Containment
System

701 East Jefferson, MD 5700

Phoenix, Arizona 85034

Note to Prospective Offerors: This Exhibit has been added to this RFP as a convenience to offerors. It is believed to be a complete listing of all submission requirements pursuant to this RFP. However, if a requirement is stated anywhere in the RFP text, yet does not appear in the Offeror's Checklist, the text statement takes precedence over the omission of that requirement in the Offeror's Checklist.

Requirement #	Description:	RFP Page	Offeror's Page #
1	Offeror's checklist completed (i.e., page numbers entered in the right-hand column of this table.)	This Page	
2	Offer and Acceptance page complete	Page 3	
3	Pricing Schedules for each proposed transplant service to be provided	Page 4 – 18	
4	Copies of proposal submitted as one (1) marked "Original" and five (5) copies	Page 39	
	<i>Proposal consists of the following:</i>		
5	List of all proposed Key Personnel	Page 39	
6	Detailed explanation of each key person's tasks and responsibilities	Page 39	
7	Resume for each transplant physician	Page 39	
8	Resume for each transplant coordinator	Page 39	
9	Organizational Chart	Page 39	
10	Detailed narrative/table summarizing the facility's experience	Page 40	
11	Minimum of three (3) references for the firm	Page 40	
12	UNOS & Medicaid Certifications, where applicable.	Page 40	
13	Cost information	Page 40	
14	Location and Transportation details.	Page 41	
15	Any additional information	Page 41	
16	Statement of Intent to provide Certificate of Insurance	Page 41	
17	Financial Disclosure (Exhibit E, page 60)	Page 41	



ATTACHMENT A

AHCCCS

Arizona Health Care Cost Containment
System

701 East Jefferson, MD 5700

Phoenix, Arizona 85034

SOLICITATION NO.: **YH04-0002**

PAGE
64

Transplantation Utilization

OF
66

AHCCCS ORGAN AND TISSUE TRANSPLANTATION JANUARY 1, 2002 THROUGH DECEMBER 31, 2002

Type of Transplant	Number Completed
Bone Marrow Allogenic Related	8
Bone Marrow Allogenic Unrelated	14
Bone Marrow Autologous	20
BMT Total	42
Heart	4
Heart Lung	0
Liver	15
Liver/Small Bowel	0
Single Lung	0
Double Lung	3
Kidney, living donor	2
Kidney, deceased donor	7
Simultaneous Kidney-Pancreas	0
Pancreas after Kidney	2
Solid Organ Total	33
TOTAL TRANSPLANTS	75



Certificate of Insurance

AHCCCS

Arizona Health Care Cost Containment System

701 East Jefferson, MD 5700

Phoenix, Arizona 85034

SOLICITATION NO.: YH04-0002

PAGE
65

OF
66

Prior to commencing services under this contract, the contractor must furnish the state certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other contractor obligations.

Name and Address of Insurance Agency:	Company Letter:	Companies Affording Coverage:
	A	
	B	
Name and Address of Insured:	C	
	D	

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE	COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
Bodily Injury Per Person Each Occurrence Property Damage OR Bodily Injury and Property Damage Combined		Comprehensive General Liability Form Premises Operations Contractual Independent Contractors Products/Completed Operations Hazard Personal Injury Broad Form Property Damage Explosion & Collapse (If Applicable) Underground Hazard (If Applicable)		
Same as Above		Comprehensive Auto Liability Including Non-Owned (If Applicable)		
Necessary if underlying is not above minimum		Umbrella Liability		
Statutory Limits		Workmen's Compensation and Employer's Liability		
		Other		

State of Arizona and the Department named above are added as additional insured as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the state without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

Name and Address of Certificate Holder:

Date Issued: _____

Authorized Representative

End of Solicitation YH04-0002 Document