	<b>Notice of Request for Proposal</b>		<b>AHCCCS</b>
	SOLICITATION NO.: <b>YH12-0007</b>		Arizona Health Care Cost Containment System
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**Solicitation Contact Person:**

Jamey Schultz  
Contracts and Purchasing Section  
701 E. Jefferson, MD5700  
Phoenix, Arizona 85034

Telephone: (602) 417-4629  
Telefax: (602) 417-5957  
E-Mail: Jamey.Schultz@azahcccs.gov  
Issue Date: September 30, 2011

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

DESCRIPTION: PROGRAM INTEGRITY CONSULTING SERVICES

PROPOSAL DUE DATE: NOVEMBER 3, 2011 AT 3:00 P.M. MST

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

**QUESTIONS CONCERNING THIS SOLICITATION SHALL BE  
SUBMITTED TO THE SOLICITATION CONTACT PERSON NAMED  
ABOVE, IN WRITING, VIA E-MAIL OR FAX BY, OCTOBER 10, 2011,  
3:00 P.M., MST.**

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


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

**Late proposals shall not be considered.**

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


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

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

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## 1. OVERVIEW

AHCCCS is the single state Medicaid agency for the State of Arizona. In that capacity it is responsible for operating the Title XIX and Title XXI programs through the State's 1115 Research and Demonstration Waiver, which was granted by the Centers for Medicare and Medicaid Services (CMS), U.S. Department of Health and Human Services. As of May 1, 2011, AHCCCS provided coverage to approximately 1.3 million members. AHCCCS contracts with 16 different Managed Care Organizations that are responsible for providing Acute, Long Term Care, and Behavioral Health Services. The program has a total fund budget for FY 2011 of approximately \$8.2 billion. Over 95% of the AHCCCS program's expenditures are through managed care programs. AHCCCS has approximately 58,000 active providers such as individual medical and behavioral health practitioners, therapy disciplines, institutions, durable medical equipment companies and transportation entities.


The principal user of this proposal will be the AHCCCS Office of the Inspector General (OIG). OIG is the Division charged with the responsibility for conducting criminal investigations, investigative audits and Provider Registration for all AHCCCS programs involving state and/or federal tax dollars. Responsibilities of OIG include:

- Serve as a Criminal Justice Agency for AHCCCS, authorized by FBI and Arizona Department of Public Safety to access criminal justice records and information relevant to official AHCCCS investigations.
- Issue and serve subpoenas.
- Place persons under oath to obtain evidence for investigations.
- Work with federal, state and local law enforcement agencies in the detection, investigation and prosecution of any provider, subcontractor, or member involved in fraudulent activity involving the program.
- Conduct internal employee investigations.
- Assess and collect civil monetary penalties in accordance with federal and state statutes, rules and regulations.
- Register and maintain all AHCCCS providers.

The Office of the Inspector General works very closely with contracted health plan compliance officers in receiving fraud referrals; investigating the referrals and determining if there is criminal or civil misconduct.

The Office of the Inspector General is staffed by 61 individuals divided into the following units:

- Office of Audit Services
- Member Fraud Unit
- Provider Fraud Unit
- Fraud Prevention Unit
- Provider Registration Unit

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For more information regarding the OIG Unit refer to:

<http://www.azahcccs.gov/fraud/Downloads/ProgramIntegrityFactSheet.pdf>

The State intends to enter into a contract with multiple Contractors for the Program Integrity data analytics consulting service. This will allow the Agency access to varied expertise in data analytics that will be valuable to the ongoing efforts to improve program integrity.


### **PURPOSE**

The Arizona State Legislature in the 2011 legislative session passed Laws 2011, Chapter 31, Section 25 (Senate Bill 1619) that directed the AHCCCS Administration to issue a request for information for mechanisms to reduce erroneous and fraudulent payments in the Arizona Health Care Cost Containment System, which may include mechanisms that verify the identity of individual recipients and that verify the services provided to individual recipients.

AHCCCS intends to enter into a contract with multiple Contractors to provide varied expertise in program integrity data analytic services specific to the AHCCCS Office of the Inspector General. Projects will be focused and time limited. They will include but are not limited to the review of and recommended improvement strategies for such areas as: 1) data analysis practices specific to criminal investigations and law enforcement and 2) functionality and integrity of the fraud detection activities. Project tasks are to maximize the current analytical processes and increase capacity regarding reducing incorrect payments due to actions of the individual recipient or the health care provider. Individual consultants as well as consulting organizations are encouraged to submit proposals. Typical consulting projects, reporting procedures, and other contract requirements are generally described in the following paragraphs.

### **3. GENERAL SERVICE REQUIREMENTS**

- 3.1 The Contractor shall maintain in current status all federal, state, and local licenses, permits, and certifications required for the operation of its business or profession as applicable to this Contract.
- 3.2 The Contractor shall have available staff that is sufficient in number and qualifications to perform the contracted services.
- 3.3 The Contractor shall designate a contact person for each State-assigned project.
- 3.4 The Contractor shall serve as an expert witness, if needed, in legal matters related to consulting services performed as part of this Contract.
- 3.5 The Contractor shall submit any subcontracts to be used in the performance of this contract for prior approval at least 30 days prior to start of the subcontract.

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3.6 The Contractor shall maintain all confidential materials in a secure area during the term of the contract and for a period of five (5) years following the expiration or termination of the contract or for five (5) years from the conclusion of litigation, investigation, or audit, whichever is later.

**4. EXAMPLES OF PROJECT TASKS INCLUDE:**

- 4.1 Review of data analysis practices specific to criminal investigations and law enforcement and recommend strategies for improvement/enhancement
- 4.2 Review of the functionality and integrity of the fraud detection data activities and recommend strategies for improvement/enhancement
- 4.3 Identify areas of improvement related to the statistical reporting structure of more than 100 million Medicaid Claims
- 4.4 Review of coordination of program integrity and fraud detection efforts with internal and external stakeholders and recommend strategies for improvement/enhancement
- 4.5 Evaluation of current provider enrollment processes (i.e. data entry, on-line functions, recertification methods) and recommendation of strategies for improvement /enhancement
- 4.6 Development of cost estimates for implementation of programs aimed at reducing incorrect payments due to actions of the individual recipient or the health care provider
- 4.7 Evaluation of the impact of the Affordable Care Act and other federal and state regulations on the AHCCCS Office of the Inspector General and recommend methods to mitigate workload impact and maximize potential funding opportunities.

**5. POSITION DESCRIPTIONS**

- 5.1 **Knowledge** associated with positions noted in this section include but are not limited to:
  - 5.1.1 In depth knowledge of the health care industry with an emphasis on the Medicaid and SCHIP programs related to program integrity (provider and member) as well as state and federal fraud and abuse regulations
  - 5.1.2 Considerable knowledge in health care claims adjudication, provider relations and provider contract fee schedules
  - 5.1.3 Considerable knowledge and proficiency with ICD 9 and HCPCS code sets and ICD 10 (when available). At least one team member must be a certified professional coder.
  - 5.1.4 Knowledge and understanding of various provider specialty and facility types and their billing methodology
  - 5.1.5 Comprehensive knowledge of complex research methodologies, quality assurance and final technical report referencing as well as spreadsheet techniques and statistical sampling

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- 5.1.6 Techniques in intelligence research required to produce reports in an appropriate format, link charts, association matrices, other specialized reports and graphic presentations
- 5.1.7 Knowledge of analytical techniques normally employed in the development and dissemination of intelligence information
- 5.1.8 Research, investigation and analytical practices employed in the acquisition and dissemination of criminal intelligence information
- 5.1.9 Extensive knowledge of legal requirements impacting each area of assignment.

5.2 **Skills** associated with positions noted in this section include but are not limited to:

- 5.2.1 Advanced analytical, mathematical, and problem solving skills
- 5.2.2 Analysis and assistance with the development of policies, procedures, and workflow
- 5.2.3 Strong project management, organization and prioritization skills
- 5.2.4 Excellent written and verbal communication skills.

5.3 **Abilities** associated with positions noted in this section include but are not limited to:

- 5.3.1 Ability to learn benefit types and structures such as medical, dental, behavioral health, prescription drugs, DME, etc.
- 5.3.2 Ability to research, analyze, evaluate and correlate criminal intelligence information in order: 1) to determine source reliability, content validity and potential truthfulness; 2) to develop investigative leads and links; and to distinguish patterns and trends
- 5.3.2 Ability to conduct data analysis using skills in statistics and database management
- 5.3.3 Ability to conduct research and translate data into comprehensive reports, dashboards, etc.
- 5.3.4 Ability to analyze complex problems and utilize innovative solutions to resolve problems.

Samples of the positions AHCCCS may require are listed below.


5.4 **Project Director**

- 5.4.1 Principal of the firm with the ultimate responsibility of ensuring projects are completed as directed in the task order
- 5.4.2 10+ years experience in a consulting and operations environment within the health care industry with an emphasis in the Medicaid and SCHIP programs; program integrity
- 5.4.3 Minimum of Master's degree in field related to project tasks such as accounting, finance, legal, investigative/forensics, or statistics (MBA, J.D., MHA).

5.5 **Project Manager**

- 5.5.1 Minimum 7 years consulting experience in subject matter requested in RFP
- 5.5.2 Minimum of Master's degree in field related to project tasks such as accounting, finance, legal, investigative/forensics, or statistics.

5.6 **Senior Consultant**

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- 5.6.1 Minimum 5 years consulting experience in subject matter requested in RFP
- 5.6.2 Minimum of Master's degree in field related to project tasks such as accounting, finance, legal, investigative/forensics, or statistics.

5.7 **Consultant**

- 5.7.1 Minimum 3 years experience in subject matter requested in RFP
- 5.7.2 Minimum of Bachelor's degree in field related to project tasks such as accounting, finance, legal, investigative/forensics, or statistics.

5.8 **Criminal Intelligence Analyst**

- 5.8.1 Minimum 3 years experience with a criminal justice, or criminal intelligence network organization, or in a business, financial, or academic environment, compiling data, analyzing findings and writing reports that indicate relationships between various parties.
- 5.8.2 Minimum of Bachelor's degree in criminal justice or related field.

5.9 **Optional Add-On Positions**


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

**6. PROJECT ASSIGNMENT**

For each consulting project, AHCCCS shall issue to the Contractor a task order, which will provide a description of the work to be performed. The assignment shall specify all project deliverables, the deadlines for their submission and the person(s) to whom they are to be submitted. The task order will also include any other milestones deemed appropriate to the project.

Upon receiving notice of the task order, the Contractor shall provide a written response to AHCCCS containing the following information:

1. A detailed project management plan which includes the name of the contact person and the names and qualifications of all staff, designated by position, to be assigned to the project
2. An all-inclusive project price estimate detailing the estimated number of hours, by position and any other related project costs.

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AHCCCS will review the Contractor's response to determine if, when and how to proceed with the project and will notify the Contractor as appropriate. AHCCCS reserves the right to accept or reject Contractor's project plan, personnel, and/or project cost estimates.

The Contractor's preparation and submission of a task order proposal is not a reimbursable service. The Contractor is cautioned not to begin work on any project until the Contractor has been notified by AHCCCS of the acceptance of the Contractor's project plan.

Once a project proposal has been submitted by the Contractor and accepted by AHCCCS, the Contractor shall not exceed the approved timeline or approved costs without prior approval from AHCCCS. If prior approval is not received, the Contractor will not be paid in excess of the approved amount. If timelines are not met, and the Contractor does not advise AHCCCS of the delay prior to the due date and receive permission for the delay, AHCCCS may assess a penalty not to exceed 10% of the approved cost of the project.

In the event AHCCCS requires any change(s) to the scope of work to be performed under a specific project, the Contractor shall submit a revised project cost estimate to AHCCCS within a mutually agreed upon timeframe. The revised project proposal shall include: changes and/or adjustments to the scope of work, including adjustments to timeframes for completion of the project; and an all-inclusive project price estimate supported by a cost breakdown detailing the estimated number of hours by position and any other related costs required to complete the project as changed by AHCCCS.


For project proposals based on an hourly rate, the Contractor will not be reimbursed for internal consultation with other Contractor staff unless identified in the project proposal. In addition, AHCCCS shall not reimburse the Contractor for costs related to educating the Contractor's staff to perform tasks required in this Contract.

When a response to a task order is accepted by AHCCCS, a unilateral amendment to the successful respondent's contract will be added containing the response.

## **7. PROJECT ACCEPTANCE**

All services are subject to review, evaluation and acceptance by AHCCCS. The AHCCCS department responsible for any given project shall be designated as the department responsible for accepting the Contractor's work, but is not empowered to change any of the terms or conditions of the Contract. Any work performed by the Contractor that AHCCCS does not accept shall not be compensated by AHCCCS. At AHCCCS' option, the Contractor may be required to correct, reconstruct or otherwise redo substandard work to bring it into conformance with acceptable standards.

Upon notice from AHCCCS, the Contractor shall take any recommended corrective action that results from monitoring findings. Such corrective action shall be commenced and completed within timeframes determined by AHCCCS.

	<b>Pricing Schedule</b>		<b>AHCCCS</b> Arizona Health Care Cost Containment System
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**1. PRICING INSTRUCTIONS**

- A. Offerors shall provide proposed hourly rates for Consultants in the format identified in this section. Contractors will be reimbursed based on the rates established by the Pricing Schedule. Proposed rates shall be considered “all-inclusive,” and Contractors will not be reimbursed for any additional personnel costs, except for “Travel Reimbursement,” as described below. The Contractor is not required to submit rates for each position category in order to be considered for a contract award. AHCCCS is requesting rates for the “entry level” of the positions listed. In accordance with the Scope of Work, Offerors may offer higher levels of the listed positions in the optional add-on area.
- B. In addition to the positions listed on the Pricing Schedule, as stated in #5.9 of the Scope of Work, Offerors may propose rates for personnel types not listed on the Pricing Schedule. **Any additional personnel types must be accompanied by a position description. Do not propose rates for administrative/clerical personnel.**

**2. TRAVEL REIMBURSEMENT**

If travel is required in connection with this Contract, the Contractor must obtain prior approval for travel expenses. Generally, if travel is required outside major urban areas, the State may reimburse actual travel expenses at rates not to exceed those rates applicable to State employees. Travel guidelines can be found at <http://www.gao.az.gov/travel/>

**3. INVOICES**

The Contractor shall provide duplicate copies of each invoice. The invoice shall be produced at the end of each billing cycle. AHCCCS and the Contractor shall agree on the definition of a billing cycle. A monthly billing cycle is preferred.


Each invoice shall provide the following information, as applicable:

- AHCCCS’ contract number
- description of services performed
- name of AHCCCS contact person for this agreement
- date(s) and time(s) services were performed


Each invoice shall have adequate supporting documentation attached to allow proper expense reimbursement. Invoices shall reference AHCCCS’ Contract Number and be submitted to:

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



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1. **Definition of Terms:** As used in within this solicitation document, and any resultant contract, the terms listed below are defined as follows:
  - 1.1 “*AHCCCS*” means the Arizona Health Care Cost Containment System – a managed health care program which pertains to health care services provided pursuant to A.R.S. 36-2903 et seq., and is also the name of the State agency.
  - 1.2 “*Attachment*” means any item the Solicitation requires an Offeror to submit as part of the Offer.
  - 1.3 “*Contract*” means the combination of the Solicitation, including the Instructions to Offerors, Contract Terms and Conditions, and Scope of Work; the Offer; any Final Proposal Revisions; any Solicitation Amendments or Contract Amendments; and any terms applied by law.
  - 1.4 “*Contract Amendment*” means a written document signed by the Contracting Officer that is issued for the purpose of making changes in the contract.
  - 1.5 “*Contracting Officer*” means the person duly authorized by AHCCCS to enter into and administer Contracts and make written determinations with respect to the Contract, or his or her designee.
  - 1.6 “*Contractor*” means a person who has a contract with AHCCCS.
  - 1.7 “*Days*” means calendar days unless otherwise specified.
  - 1.8 “*Exhibit*” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
  - 1.9 “*Gratuity*” means 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.
  - 1.10 “*Health Plan*” means an organization which contracts with the AHCCCS Administration to administer the provision of a comprehensive package of AHCCCS covered acute and behavioral health care services to AHCCCS members enrolled with the health plan.
  - 1.11 “*May*” indicates something that is not mandatory but permissible.
  - 1.12 “*Offer*” means bid, proposal or quotation.
  - 1.13 “*Offeror*” means a vendor who responds to a Solicitation.

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- 1.14 *"Program Contractor"* means an organization which contracts with the AHCCCS Administration to execute the provision of a comprehensive package of ALTCS covered acute care, behavioral health services and long term care services to ALTCS members enrolled with the Program Contractor.
- 1.15 *"Shall, Must"* indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 1.16 *"Should"* indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the State may, at its sole option, ask the offeror to provide the information or evaluate the proposal without the information.
- 1.17 *"Scope of Work"* means those provisions of this solicitation which specify the work and/or results to be achieved by the Contractor.
- 1.18 *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
- 1.19 *"Solicitation Amendment"* means a written document that is authorized by the Contracting Officer and issued for the purpose of making changes to the Solicitation.
- 1.20 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.21 *"State"* means the State of Arizona.

**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.

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- 2.3 Submission of Inquiries: The Solicitation Contact Person may require that an inquiry, to include exceptions, 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, to include exceptions, shall be submitted no later than 5:00 P.M. MST on **October 10, 2011**. 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.

### **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 Offer; Corrections: The Offer shall be typed. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 3.3 Evidence of Intent to be Bound: The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the

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Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, may result in rejection of the Offer.

3.4 Exceptions to 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 **no later than 5:00 P.M. MST on October 10, 2011.** 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 the AHCCCS proposal evaluation based on the published evaluation criteria or may result in rejection of the proposal.

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

3.5 Subcontracts: Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.


3.6 Cost of Offer Preparation: AHCCCS will not reimburse any Offeror the cost of responding to a Solicitation.

3.7 Solicitation Amendments: Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment may result in rejection of the Offer.

3.8 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. All applicable taxes shall be identified as a separate item offered in the solicitation. When applicable, the tax rate and amount shall be identified on

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the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Contractor.

- 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.
- 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.


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**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: If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 5.3 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 Final Proposal Revision is requested pursuant to a Request for

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Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Final Proposal Revision due date.


- 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 portion of a bid, proposal, offer, specification, or protest contains information that should be withheld due to confidentiality, the Contracting Officer shall so be notified. A detailed statement, presented as a cover letter, shall both identify those specific areas considered confidential and also state the specific harm or prejudice which may arise if disclosed.
- 7.2 The information identified by the person as confidential shall not be disclosed until the Contracting Officer makes a written determination. The Contracting Officer shall review the


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statement and information and shall determine in writing whether the information shall be withheld.

- 7.3 If so approved, such confidential information shall be removed from the public record and kept sealed in a separate envelope marked "Confidential." Such information will not be made available to the public.
- 7.4 An entire bid, proposal, offer, specification, or protest shall not be identified as confidential; only those portions which are considered proprietary, trade secrets or patented information. Pricing shall not be considered as confidential.
8. **Contract Applicability:** Any contract resulting from this solicitation shall be for the exclusive use of AHCCCS.
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-A901 through R2-7-A911. It shall be in writing and be filed with the AHCCCS Contracting Officer and with the State Procurement Administrator. A protest of a solicitation 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.

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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. **Questions should be submitted using this RFP's Question and Response form that is available on the AHCCCS website at: <http://www.azahcccs.gov/commercial/Purchasing/open.aspx>.** Contact information is found on the front page of this RFP. 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 Firm
  - 2.3 Cost
  
3. **Proposal Information:** Offeror is to submit their proposal with one (1) original and six (6) copies for a total of seven (7) 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 Offeror should provide **a list of the names and titles for all proposed key personnel;** administrative/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 submit a **brief biographical sketch** related to the experience, expertise, qualifications, and responsibilities as related to the Scope of Work for each key person.
    - 3.1.4 The offeror should provide **a resume** for each proposed key person, which substantiates that the key person possesses the experience and expertise to provide the assigned tasks and responsibilities. Each resume should include a description of the type and years of

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experience, training and other pertinent qualifications. Resumes should be limited to **four (4) pages**. Exhibit B, "Resumes for Key Personnel," may be used for this purpose. All responses must be in 12 point font or larger with borders no less than ½ inch.


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

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. The response is limited to **four (4) pages**. All responses must be in 12 point font or larger with borders no less than ½ inch.

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) professional services** references which would demonstrate the offeror possesses an understanding and the experience in providing the required service. As these references may be checked, 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.


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

4. **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.
5. **Offeror's Financial Disclosure:** The offeror should complete Exhibit D, "Offeror's Financial Disclosure."
6. **HIPAA Business Associate Addendum:** Since protected health information, as defined in 45 CFR 164.501, may be made available to the selected vendor, Exhibit E, "HIPAA Business Associate Addendum," is part of the Contract.
7. **Intent to Provide Certificate of Insurance:** The offeror should provide a statement that, if notified of contract award, will submit to AHCCCS for review and acceptance, the applicable certificate/s of insurance as required within this RFP document, within five (5) business days of such notification.
8. **Offeror's Checklist:** The offeror should complete Exhibit F, "Offeror's Checklist."
9. **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

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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.

10. **Clarifications:** Clarifications may be requested from offerors at any time after receipt of offers. Clarifications may be requested orally or in writing. If clarifications are requested orally, the offeror shall confirm the request in writing. A request for clarifications shall not be considered a determination that the offeror is susceptible for award.
11. **Discussions:** In accordance with A.R.S. §41-2534, after the initial receipt of proposals, discussions are currently planned to be conducted with offeror(s) who submit proposals determined to be reasonably susceptible of being selected for award. Award may be made without discussions; therefore, offers should be submitted complete and on most favorable terms.
12. **Final Proposal Revisions:** If discussions are conducted, they shall be conducted with all offerors determined to be in the competitive range or reasonably susceptible for award. Written final proposal revisions will be requested from any offeror with whom discussions have been conducted, unless the offeror has been determined not susceptible for award or non-responsive.
13. **Additional Information for Submittal of Proposal:**
  - 13.1 It is the responsibility of each offeror to ensure their proposal is delivered to AHCCCS by the due date and time. Allow for such contingencies as heavy traffic, weather, directions to submittal location, parking, common carriers not delivering as requested, etc. AHCCCS shall not accept late proposals past the due date and time.
  - 13.2 AHCCCS is not responsible for supplying boxes, envelopes, tape, etc. to offerors at time of proposal delivery.
  - 13.3 When submitting your proposal to AHCCCS, ensure your company name and the Request for Proposal solicitation number is clearly marked on the outside of the envelope/package.
14. **Value in Procurement:** Through the Governor's Efficiency Review initiative the Value in Procurement Committee has been established. A major initiative of the VIP Committee is to aggregate specific procurements to increase efficiency and cut costs. The VIP Committee may designate and establish a statewide contract for these types of goods or services. At such time, this contract may not be extended beyond its current term, although additional contract extensions may still be available.
15. **Offshore Performance of Work Prohibited:** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the


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performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

- 16. Federal Immigration and Nationality Act:** By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.


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1. **Arbitration** The Parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).
2. **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.
3. **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.
4. **Arizona Law:** The law of Arizona applies to this contract including, where applicable, the Uniform Commercial Code, as adopted in the State of Arizona.
5. **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.
6. **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.
7. **Audits and Inspections:** Pursuant to A.R.S. 35-214 at any time during the term of this Contract, and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontracts.
8. **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.
9. **Cancellation for Conflict of Interest:** Pursuant to A.R.S. 38-511, the State may cancel this contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time, while the Contract or an extension of the Contract is in effect, an


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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.

10. **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.
11. **Contract Claims:** All contract claims or controversies under this contract shall be resolved according to A.A.C. Title 9, Chapter 34 and rules adopted thereunder.
12. **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:
  - 12.1 Special Terms and Conditions;
  - 12.2 Uniform Terms and Conditions;
  - 12.3 Statement or Scope of Work;
  - 12.4 Specifications;
  - 12.5 Attachments;
  - 12.6 Exhibits;
  - 12.7 Documents, referenced or included in the solicitation; and
  - 12.8 Terms and conditions of the accepted offer.
13. **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.
14. **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.
15. **Exclusions:** Except as otherwise set forth in this Contract, there are no express or implied warranties of merchantability or fitness.

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- 16. Federal Immigration and Nationality Act:** By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.
- 17. E-Verify Requirements:** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 18. 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.
- 19. Force Majeure:**
- 19.1 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.
- 19.2 Force Majeure shall not include the following occurrences:
- 19.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 19.2.2 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
- 19.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 19.3 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

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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.

19.4 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.

**20. 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.

**21. 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.

**22. Indemnification -- Patent and Copyright:** The Contractor shall defend, indemnify and hold harmless AHCCCS against any liability including costs and expenses for infringement of any patent, trademark or copyright arising out of contract performance or use by AHCCCS of materials furnished or work performed under this contract. The Contracting Officer shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.


**23. Indemnification**

23.1 Contractor/Vendor Indemnification (Not Public Agency)

The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.


23.2 Public Agency Language Only

Each party (“as indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as indemnitee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as ‘claims’) arising out of bodily


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injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.


24. **Inspection/Testing:** The contractor agrees to permit access to its facilities, subcontractor facilities and the contractor's processes for producing the materials, at reasonable times for inspection of the materials covered under this contract. AHCCCS shall also have the right to test at its own cost the materials to be supplied under this contract. Neither inspection at the contractor's facilities nor testing shall constitute final acceptance of the materials. If AHCCCS determines non-compliance of the materials, the contractor shall be responsible for the payment of all costs incurred by AHCCCS for testing and inspection.
25. **IRS W9 Form:** In order to receive payment under any resulting contract, the contractor shall have a current IRS W9 Form on file with the State of Arizona.
26. **Liens:** The Contractor warrants that the materials supplied under this contract are free of liens.
27. **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.
28. **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.
29. **Nonconforming Tender:** Materials supplied under this contract shall fully comply with the contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials, AHCCCS may terminate the contract for default under applicable termination clauses in the contract, exercise any of its rights and remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.
30. **Non-Discrimination:** The Contractor shall comply with State Executive Order No. 2009-09, 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.
31. **Non-exclusive Remedies:** The rights and the remedies of AHCCCS under this contract are not exclusive.

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32. **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.
33. **Offshore Performance of Work Prohibited:** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
34. **Payments:** The Contractor shall be paid as specified in the Contract. Payment must comply with requirements of A.R.S. Title 35.
35. **Payment of Taxes by AHCCCS:** AHCCCS shall pay only the rate and/or amount of taxes identified in the Offer and in any resulting contract.
36. **Scrutinized Businesses:** In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
37. **Purchase Orders:** The contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Contracting Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.
38. **Property of AHCCCS:** Any materials, including reports, computer programs and other deliverables, created under this contract are the sole property of AHCCCS. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the Contracting Officer.
39. **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.

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40. **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.
41. **Risk of Loss:** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
42. **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, including expenses, costs and damages described in the proceeding paragraphs.
43. **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.
44. **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.
45. **State and Local Transaction Privilege Taxes:** AHCCCS is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
46. **Stop Work Order:**
- 46.1 AHCCCS may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 46.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.


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- 47. Subcontracts:** The contractor may, with the consent of the Contracting Officer, enter into written subcontract(s) for performance of certain of its functions under the contract. Subcontractors must be approved in writing by the Contracting Officer to the effective date of any subcontract.
- 47.1 No subcontract which the contractor enters into with respect to performance under the contract shall in any way relieve the contractor of any responsibility for performance of its duties.
- 47.2 The contractor shall give the Contracting Officer immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the contractor by any subcontractor or vendor which in the opinion of the contractor may result in litigation related in any way to the contract with AHCCCS.
- 48. 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.
- 49. 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 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.
- 50. 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 entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R 2-7-701 shall apply.
- 51. Termination for Default:**
- 51.1 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,


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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.


- 51.2 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.
- 51.3 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.
- 51.4 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.
52. **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.

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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 provides material that does not meet the specifications of the contract;
  
  - 6.2 The contractor fails to adequately perform the services set forth in the specifications of the contract;
  
  - 6.3 The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;

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- 6.4 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.
- 6.5 The Contracting Officer may resort to any single or combination of the following remedies:
- 6.5.1 Cancel any contract;
- 6.5.2 Reserve all rights or claims to damage for breach of any covenants of the contract;
- 6.5.3 Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor.
- 6.5.4 In case of default, the Contracting Officer reserves the right to purchase materials or to complete the required work in accordance with the Arizona Procurement Code. The Contracting Officer may recover reasonable excess costs from the contractor by:
- 6.5.4.1 Deduction from an unpaid balance;
- 6.5.4.2 Collection against the bid and/or performance bond; or
- 6.5.4.3 Any combinations of the above or any other remedies as provided by law.
7. **Contract Cancellation (Minimum 10 Day):** The Contracting Officer reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract. The Contracting Officer shall issue written notice to the contractor for acting or failing to act as in any of the following:
- 7.1 The contractor provides material that does not meet the specifications of the contract;
- 7.2 The contractor fails to adequately perform the services set forth in the specifications of the contract;
- 7.3 The contractor fails to complete the work required or furnish the materials required within the time stipulated by the contract;
- 7.4 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;
- 7.5 Upon receipt of the written notice of concern, the contractor shall have a minimum of ten (10) days (Contracting Officer may determine a longer period) to provide a satisfactory response to

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the Contracting Officer. Failure on the part of the contractor to adequately address all issues of concern may result in the Contracting Officer resorting to any single or combinations of the following remedies.

- 7.5.1 Cancel any contract;
- 7.5.2 Reserve all rights or claims to damage for breach of any covenant of the contract;
- 7.5.3 Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material no-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor;
- 7.5.4 In case of default, the Contracting Officer reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The Contracting Officer may recover reasonable excess costs from the contractor by;
  - 7.5.4.1 Deduction from an unpaid balance;
  - 7.5.4.2 Collection against the bid and/or performance bond; or
  - 7.5.4.3 Any combination of the above or any other remedies as provided by law.

- 8. **Contract Disputes:** Contract disputes arising under A.R.S. § Title 36, Chapter 29 shall be adjudicated in accordance with AHCCCS Rules.
- 9. **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.
- 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 AHCCCS. The contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to, in writing, by AHCCCS.
- 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

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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 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 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. Disclosure of Confidential Information:** The Contractor shall not, without prior written approval from the Contracting Officer, either during or after the performance of the services required by this contract, use, other than for such performance, or disclose to any person other than AHCCCS personnel with a need to know, any information, data, material, or exhibits created, developed, produced, or otherwise obtained during the course of the work required by this contract. This nondisclosure requirement shall also pertain to any information contained in reports, documents, or other records furnished to the Contractor by AHCCCS.

**14. Effective Date:** The effective date of this contract shall be the date that the Contracting Officer signs the Offer and Award page of this document.

**15. 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.

**16. Fraud and Abuse:**

17.1 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.

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16.2 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.

16.3 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.


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

18. **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.

19. **Indemnification Clause:** Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

20. **Insurance Requirements:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in

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connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

20.1 Minimum Scope And Limits Of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

20.1.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

20.1.1.1 The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”***

20.1.1.2 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

20.1.2 Automobile Liability

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

Combined Single Limit (CSL) \$1,000,000



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The policy shall be endorsed to include the following additional insured language:  
*“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”*

### 20.1.3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

20.1.3.1 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

20.1.3.2 This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

### 20.1.4 Professional Liability (Errors and Omissions Liability)


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

20.1.4.1 In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

20.1.4.2 The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

20.2 Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

20.2.1 The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees, wherever additional insured status is required,


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such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.


- 20.2.2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 20.2.3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- 20.3 Notice Of Cancellation Should any of the above policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In order for the Contractor to comply with the Notice of Cancellation provision, Contractor should either:
- 20.3.1 Request and secure the endorsement, if available, to broaden its policy, or
- 20.3.2 Be aware that it must notify AHCCCS in the event of a policy cancellation, since the insurer will not provide this notice directly to AHCCCS. Notice should be sent directly to **AHCCCS Contracts, 701 East Jefferson, Mail Drop 5700, Phoenix, AZ 85034.**
- 20.4 Acceptability Of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 20.5 Verification Of Coverage: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **AHCCCS Contracts, 701 East Jefferson, Mail Drop 5700, Phoenix, AZ 85034.** The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

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- 20.6 **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 20.7 **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 20.8 **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
21. **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.
22. **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.
23. **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.
24. **No Guaranteed Quantities:** AHCCCS does not guarantee the Contractor any minimum or maximum quantity of services or goods to be provided under this contract.
25. **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.

	<b>Special Terms and Conditions</b>		<b>AHCCCS</b>
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26. **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.


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

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

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

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

28. **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.

	<b>Special Terms and Conditions</b>		<b>AHCCCS</b>
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**29. Term of Contract and Option to Renew:**

- 29.1 The initial term of this contract shall be for one (1) initial year with four (4) one-year options to extend, not to exceed a total contracting period of five (5) years. The terms and conditions of any such contract extension shall remain the same as the original contract, as amended. All contract extensions shall be through contract amendment, and shall be at the sole option of AHCCCS.
- 29.2 When the Contracting Officer issues an amendment to extend the contract, the provisions of such extension will be deemed to have been accepted 60 days after the date of mailing by the 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.
- 29.3 If the Contractor chooses not to renew this contract, the Contractor may be liable for certain costs associated with the transition of its members to a different Contractor. If the Contractor provides the 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.

**30. 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.


**31. Type of Contract:** Firm Fixed-Price.

**32. Warranty of Services:** The Contractor warrants that all services provided under this contract will conform to the requirements stated herein. The Agency's 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.


**33. Additional Guidelines for Exceptions to Terms and Conditions:**

In keeping with the Uniform Instructions to Offeror paragraph 3.4, Exceptions to Terms and Conditions: 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 no later than 5:00 P.M. MST on October 10, 2011.

33.1 The offeror must understand that exceptions to the Uniform Terms and Conditions and exceptions to the Special Terms and Conditions are very rarely granted.

	<b>Special Terms and Conditions</b>		<b>AHCCCS</b>
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33.2 The exception is **approved only if the offeror receives the approval in writing**. If the exception is acceptable, AHCCCS will give written approval and will often do a written amendment to the solicitation. Any exceptions not addressed or not responded to by the Contract Specialist are denied.

	<b>Exhibit A - Key Personnel</b>		<b>AHCCCS</b> Arizona Health Care Cost Containment System
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**KEY PERSONNEL**

NAME OF KEY PERSON	TITLE


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

	<b>Exhibit B - Resumes for Key Personnel</b>		<b>AHCCCS</b> Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700  Phoenix, Arizona 85034
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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 in offeror's firm;
  - 1.4 Number of years with offeror's firm;
  - 1.5 Number of years experience providing services being procured by this solicitation;
  - 1.6 Job related training;
  - 1.7 Education;
  - 1.8 Qualifications;
  - 1.9 Previous related experience with large local, state or federal government agencies;
  - 1.10 Certifications;
  - 1.11 Membership in professional organizations;
  - 1.12 Primary functions person will fulfill under this Contract;
  - 1.13 If person will not be assigned exclusively to this Contract, what percentage of time will person be assigned to this Contract, and
  - 1.14 Any additional information which would substantiate the key person possesses the experience, expertise and knowledge to provide the proposed services.


	<b>Exhibit C – Firm’s References</b>		<b>AHCCCS</b>
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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.

	<b>Exhibit D – Offeror’s Financial Disclosure</b>		<b>AHCCCS</b> Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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*Instructions: Complete each item, using attachments where necessary. If attachments are used, indicate the item number and question being referenced as it appears below.*


	<u>YES</u>	<u>NO</u>
<p>A. Does the Offeror's organization prepare a public annual financial statement? <b>IF YES, PROVIDE A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT. IF NOT, PLEASE PROVIDE A COPY OF THE MOST RECENT ANNUAL UNAUDITED FINANCIAL STATEMENT.</b></p>	_____	_____
<p>B. Is your organization audited by an independent auditor? <b>IF YES, ANSWER 1 THROUGH 4.</b></p> <p>1) How often are audits conducted? _____</p> <p>2) By whom are they conducted? _____</p> <p>3) Are management letters or internal controls issued by the auditing firm?</p> <p>4) Does your organization have any uncorrected audit exceptions?</p>	_____	_____
<p>C. Are there any suits, judgments, tax deficiencies or claims pending against your organization? If yes, answer 1 and 2</p> <p>1) What is the dollar amount? _____</p> <p>2) In which state(s)? _____</p>	_____	_____
<p>D. Has the Offeror's organization ever gone through bankruptcy?</p>	_____	_____

	<b>Exhibit E – HIPAA Business Associate Addendum</b>		<b>AHCCCS</b> Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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This Addendum is made part of this Contract between the Arizona Health Care Cost Containment System ("AHCCCS") and the Contractor, referred to as "Business Associate" in this addendum.

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

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


	<b>Exhibit E – HIPAA Business Associate Addendum</b>		<b>AHCCCS</b> Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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5. Data Aggregation Services. Business Associate may use PHI to provide Data Aggregation Services related to AHCCCS Health Care Operations.
6. PHI Safeguards. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of AHCCCS.
7. Electronic Health Information Security and Integrity. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320d-2(d) of the United States Code and Title 45, Part 142 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on behalf of AHCCCS pertaining to an individual. Business Associate shall document and keep these security measures current.
8. Protection of Exchanged Information in Electronic Transactions. If Business Associate conducts any Standard Transaction for or on behalf of AHCCCS, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the CFR. Business Associate shall not enter into or permit its subcontractors or agents to enter into any Trading Partner Contract in connection with the conduct of Standard Transactions for or on behalf of AHCCCS that:
  - (a) changes the definition, Health Information condition or use of a Health Information element or segment in a Standard;
  - (b) adds any Health Information elements or segments to the maximum defined Health Information set;
  - (c) uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or
  - (d) changes the meaning or intent of the Standard's Implementation Specification(s).
9. Subcontractors and Agents. Business Associate shall require each of its subcontractors or agents to whom Business Associate may provide PHI received from, or created or received by Business Associate on behalf of AHCCCS to agree to written contractual provisions that impose at least the same obligations to protect such PHI as are imposed on Business Associate by the Contract.
10. Access to PHI. Business Associate shall provide access, at the request of AHCCCS, to PHI in a Designated Record Set, to AHCCCS or, as directed by AHCCCS, to an individual to meet the requirements under Title 45, Part 164, Subpart E, Section 164.524 of the CFR and applicable state law. Business Associate shall provide access in the time and manner set forth in AHCCCS health information privacy and security policies and procedures.
11. Amending PHI. Business Associate shall make any amendment(s) to PHI in a Designated Record Set that AHCCCS directs or agrees to pursuant to Title 45, Part 164, Subpart E, Section 164.526 of the

	<b>Exhibit E – HIPAA Business Associate Addendum</b>		<b>AHCCCS</b> Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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CFR at the request of AHCCCS or an Individual, and in the time and manner set forth in AHCCCS health information privacy and security policies and procedures.

12. Accounting of Disclosures of PHI.
  - (a) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for AHCCCS to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.
  - (b) Business Associate agrees to provide AHCCCS or an individual, in the time and manner set forth in AHCCCS health information privacy and security policies and procedures, information collected in accordance with Section 11(a) above, to permit AHCCCS to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.
  
13. Access to Books and Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of AHCCCS available to AHCCCS and to DHHS or its designee for the purpose of determining AHCCCS compliance with the Privacy Rule.
  
14. Reporting. Business Associate shall report to AHCCCS any use or disclosure of PHI not authorized by the Contract, by law, or in writing by AHCCCS. Business Associate shall make the report to AHCCCS Privacy Official not less than 24 hours after Business Associate learns of such unauthorized use or disclosure. Business Associate's report shall at least:
  - (a) identify the nature of the unauthorized use or disclosure;
  - (b) identify the PHI used or disclosed;
  - (c) identify who made the unauthorized use or received the unauthorized disclosure;
  - (d) identify what Business Associate has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure;
  - (e) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and
  - (f) provide such other information, including a written report, as reasonably requested by AHCCCS Privacy Official.
  
15. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Contract.
  
16. Termination for Cause. Upon AHCCCS knowledge of a material breach by Business Associate of the terms of this Addendum, AHCCCS shall:


	<b>Exhibit E – HIPAA Business Associate Addendum</b>		<b>AHCCCS</b> Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate if Business Associate does not cure the breach or end the violation within the time specified by AHCCCS.
- (b) Immediately terminate the Contract if Business Associate has breached a material term of the Contract and cure is not possible.
- (c) If neither termination nor cure is feasible, AHCCCS shall report the violation to DHHS.

17. Return or Destruction of Health Information.

- (a) Except as provided in Section 17(b) below, upon termination, cancellation, expiration or other conclusion of the Contract, Business Associate shall return to AHCCCS or destroy all PHI received from AHCCCS, or created or received by Business Associate on behalf of AHCCCS. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (b) In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to AHCCCS notification of the conditions that make return or destruction not feasible. Upon verification by AHCCCS that the return or destruction of PHI is not feasible, Business Associate shall extend the protections of the Contract to such PHI and limit further uses and disclosure of PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such PHI.

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

	<b>Certificate of Insurance</b>		<b>AHCCCS</b> Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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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.

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

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE	COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY
Bodily Injury Per Person Each Occurrence Property Damage <b>OR</b> 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

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

Require ment #	Description	RFP Page/ Reference	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 Schedule	Page 11	
4	Optional Add-on Position Descriptions	Page 11	
5	Copies of proposal submitted as one (1) marked "Original" and six (6) copies	Page 20	
6	List of all proposed Key Personnel	Page 20	
7	Organization Chart	Page 20	
8	Biographical sketch for each key person	Page 20	
9	Resume for each key person	Page 20	
10	Detailed narrative/table summarizing the firm's experience	Page 21	
11	Minimum of three (3) references for the firm	Page 21	
12	Offeror's Completed Financial Disclosure	Page 21	
13	Financial Statement	Page 21	
14	Statement of Intent to provide Certificate of Insurance	Page 21	

**Intentionally left blank.**