

## ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM

Douglas A. Ducey  
Governor



Thomas Betlach  
Director

801 EAST JEFFERSON STREET  
PHOENIX, ARIZONA 85034

### MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT BETWEEN AHCCCS AND

Participant: UnitedHealthcare Community Plan  
AHCCCS AGREEMENT # YH16-0065

This AGREEMENT is entered into by the Arizona Health Care Cost Containment System (AHCCCS), the Arizona State Medicaid Agency, having its principal office at 801 E. Jefferson Street, MD 4100, Phoenix, AZ 85034 and hereafter referred to as "AHCCCS" or "the State", and the Participant: Arizona Physicians IPA, Inc. d/b/a UnitedHealthcare Community Plan hereafter referred to as "MA D SNP Health Plan".

The purpose of this agreement is to coordinate care for individuals in Arizona who are enrolled in Medicare and receiving assistance under Medicaid. This agreement outlines requirements which aim to improve care coordination and timely information sharing by both parties for dual eligible members enrolled in Medicare Advantage Dual Eligible Special Needs Health Plan consistent with 42 CFR 422.107, the Medicare Improvements for Patients and Providers Act of 2008 (MIPPA) and the Affordable Care Act. As required in the AHCCCS contract the Medicaid organization is required to also operate a Medicare Advantage Dual Eligible Special Needs Plan in all geographic service areas in which it operates a Medicaid contract. Per the policy set forth in Policy 107 of the AHCCCS Contractors Operations Manual (ACOM), the State will sign an agreement only when MA D SNP Health Plan holds a Medicaid contract that covers the requested county and AHCCCS population(s).

As required by A.R.S. §36-2906.01, the Contractor must establish a separate corporation whose only authorized business is to provide services under this contract to AHCCCS eligible persons enrolled with the Contractor under a full-risk capitation arrangement. The Contractor must have, and assure AHCCCS has the legal and actual authority to direct, manage, and control the operations of both the corporation established under this contract and the Medicare product to the extent necessary to ensure integration of AHCCCS and Medicare services for persons enrolled with the Contractor for both programs.

#### 1. DEFINITIONS

- 1.1 **Acute Care Dual:** A Dual eligible who also has been determined eligible for AHCCCS acute care services.
- 1.2 **ALTCS Duals:** A Dual eligible who also has been determined eligible for long term care services in the ALTCS program.
- 1.3 **Arizona Long Term Care System (ALTCS) Program:** A Title XIX program administered by the AHCCCS Administration as authorized by A.R.S. Title 36, Chapter 29, Article 2. The

# MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT

BETWEEN AHCCCS AND

Participant UnitedHealthcare Community Plan

AHCCCS AGREEMENT # YH16-0065

ALTCS program provides long term, acute, behavioral health care and case management services to two distinct populations: persons who are elderly and physically disabled and persons who are developmentally disabled. In order to qualify for ALTCS, individuals are determined to need an institutional level of care as well as meet other financial and eligibility criteria.

- 1.4 Dual Eligible:** An individual who is entitled to both Medicare coverage (Part A and Part B) as well as some form of assistance under Title XIX (Medicaid), such as payment of a Medicare premium, even if the individual is not eligible for AHCCCS acute or ALTCS services. Dual eligibles include, but are not limited to, persons who are referred to as QMB Only, QMB Dual, SLMB, QI 1, Acute Care Duals and ALTCS Duals.
- 1.5 MA Dual Eligible Special Needs Health Plan (MA D SNP Health Plan):** A Medicare Advantage plan contracted with the Centers for Medicare and Medicaid Services to provide Medicare Part A, B, and D benefits. This type of Medicare plan is authorized to target enrollment to beneficiaries who are dually eligible for Medicare and Medicaid.
- 1.6 Qualified Medicare Beneficiary with AHCCCS Benefits (QMB+ Also known as QMB Dual):** Individual who is entitled to Medicare and meets the Federal income standard of income equal to or less than 100 percent of the FPL and is determined eligible for AHCCCS coverage. For a person determined eligible as a QMB+ member, AHCCCS shall provide payment of Medicare Part A premium, Medicare Part B premium, and Medicare coinsurance and Medicare deductible for Medicare covered services.
- 1.7 Specified Low-Income Medicare Beneficiary with AHCCCS (SLMB+):** Individual who is entitled to Medicare and meets the Federal income standard of income greater than 100 percent but less than 120 percent of the FPL and is AHCCCS Acute or ALTCS enrolled. For a person determined eligible as a SLMB+, AHCCCS shall provide payment of Medicare Part B premium.
- 1.8 Other Full Benefit Dual Eligible (FBDE also known as non-QMB Dual):** Individual who is entitled to Medicare and is determined eligible for AHCCCS Acute or ALTCS benefits, but who does not meet income criteria for QMB or SLMB. AHCCCS does not provide payment of costs for Medicare premiums. AHCCCS payment of Medicare coinsurance and Medicare deductible for Medicare covered services is limited.

## 2. PROGRAM REQUIREMENTS

### 2.1. MA D SNP HEALTH PLAN RESPONSIBILITY TO COORDINATE MEDICAID BENEFITS

MA D SNP Health Plan is responsible for coordination of both Medicare and Medicaid services regardless of whether the individual is enrolled with MA D SNP Health Plan for Medicaid.

- 2.1.1 If the dual eligible member is enrolled with MA D SNP Health Plan for both Medicare and Medicaid services, MA D SNP Health Plan is responsible for coordinating all benefits covered by both MA D SNP Health Plan and AHCCCS. MA D SNP Health Plan is required to use all Medicare and Medicaid data to coordinate all services. This includes Medicare A, B, and D, historical data from AHCCCS.

## **MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT**

**BETWEEN AHCCCS AND**

**Participant UnitedHealthcare Community Plan**

**AHCCCS AGREEMENT # YH16-0065**

- 2.1.2 If the dual eligible member is enrolled with MA D SNP Health Plan for both Medicare and Medicaid services, MA D SNP Health Plan must utilize both Medicare and Medicaid health care data to coordinate all aspects of the member's health care including, but limited to discharge planning, disease management, and care management.
- 2.1.3 If the dual eligible member is not enrolled with MA D SNP Health Plan for Medicaid, MA D SNP Health Plan is responsible for coordinating AHCCCS only benefits with the member's AHCCCS or ALTCS Medicaid health plan. Coordination of Medicaid benefits is not the beneficiary's responsibility.
- 2.1.4 MA D SNP Health Plan is required to coordinate behavioral health benefits with the Medicaid acute plan, when appropriate.
- 2.1.5 MA D SNP Health Plan is required to submit the Medicare Health Risk Assessment tool as specified in Appendix 1 – Chart of Deliverables.
- 2.1.6 AHCCCS will ensure that MA D SNP Health Plan has access to the dual eligible member's AHCCCS acute or ALTCS Medicaid plan enrollment through daily files and AHCCCS Online.
- 2.1.7 MA D SNP Health Plan will establish a contact at each AHCCCS acute or ALTCS Medicaid plan that will be responsible to share, at minimum, timely inpatient hospital, emergency room, and chronic illness information to assist the AHCCCS acute or ALTCS Medicaid plan coordinate care when benefit coverage switches from Medicare to Medicaid.
- 2.1.8 MA D SNP Health Plan will provide AHCCCS with the name of the contact person at the MA D SNP Health Plan who will be responsible for the coordination of care for dual eligible members as specified in 2.3. Contact person must be listed in Section 4.8.3 of this contract.
- 2.1.9 MA D SNP Health Plan will participate in any AHCCCS meetings (telephonic or in person) relating to care for dual eligibles and timely provide any necessary information and data.
- 2.1.10 MA D SNP Health Plan will provide AHCCCS information related to requested quality of care inquiries. Quality of care cases referred by AHCCCS should include investigative and resolution processes for care provided through both Medicare and Medicaid.
- 2.1.11 AHCCCS will continue to pursue policies and practices which improve the system by promoting alignment for dual eligible members including, but not limited to: Working with CMS and plans to streamline member materials; On an ongoing basis, aligning Medicaid enrollment with Medicare; Working with community stakeholders for outreach and education; Conducting state sponsored outreach and education; and Requiring MA D SNP Health Plan outreach and education for consistency in member communication. The choice of the beneficiary shall ultimately be respected and consequently, misalignment may occur. Health Plans should strive to maximize care coordination for AHCCCS Acute Care members,

**MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT**  
BETWEEN AHCCCS AND  
Participant UnitedHealthcare Community Plan  
AHCCCS AGREEMENT # **YH16-0065**

ALTCS members, and members enrolled in the Integrated RBHA who are dual eligibles. (see Policy 107 in the AHCCCS Contractor Operations Manual at: [http://www.azahcccs.gov/shared/Downloads/ACOM/PolicyFiles/100/107Contracting\\_MedicareSpecialNeedsPlans.pdf](http://www.azahcccs.gov/shared/Downloads/ACOM/PolicyFiles/100/107Contracting_MedicareSpecialNeedsPlans.pdf)).

- 2.1.12 If approved, MA D SNP Health Plan will provide seamless conversion enrollment of newly Medicare eligible individuals who are currently enrolled in the plan for Medicaid only into the plan's companion Medicare Special Needs Plan (D-SNP). This directive is based on CMS guidance provided in the Medicare Managed Care Manual, Chapter 2, Section 40.1.4 and will include individuals who have aged-in to Medicare as well as qualified for Medicare upon the completion of the 24 month waiting period due to a disability. This is contingent upon CMS approval for MA D SNP Health Plan to proceed with seamless conversion enrollment.

**2.2. MEDICAID BENEFITS COVERED UNDER MA D SNP HEALTH PLAN**

MA D SNP Health Plan is not responsible for the provision or reimbursement of any Medicaid benefits. MA D SNP Health Plan is responsible to maintain current knowledge and familiarity with AHCCCS acute and ALTCS covered services through ongoing review of AHCCCS laws, rules, policies, health plan contracts, guidance as well as through information posted on its website. MA D SNP Health Plan shall timely coordinate provision of AHCCCS covered services for persons enrolled in MA D SNP Health Plan who are also enrolled in an Acute Care or ALTCS Medicaid Plan (Appendix 2, 3 and 4). See Section 2.1 which outlines specific care coordination requirements.

AHCCCS covered services are described in Title XIX of the Social Security Act, 42 CFR Parts 440 and 441, ARS §36-2901 et seq., AHCCCS regulations 9 A.A.C Chapters 22 and 28, the AHCCCS Medical and Policy Manual (AMPM), AHCCCS policies and procedures, AHCCCS Acute Care and ALTCS contracts, and other informational materials. Cost sharing rules for dual eligible members are located at R9-29-101 to R9-29-601. General information regarding covered services is also available on the AHCCCS internet website at [www.ahcccs.gov](http://www.ahcccs.gov).

**2.3. MEDICAID COST-SHARING PROTECTIONS COVERED UNDER MA D SNP HEALTH PLAN**

MA D SNP Health Plan providers shall not impose Medicare cost sharing on dual eligible members for services covered by both Medicare and Medicaid. MA D SNP Health Plan providers agree to accept MA D SNP Health Plan payment as payment in full for services covered by both Medicare and Medicaid, or bill the appropriate AHCCCS or ALTCS Contractor for additional payments that may be reimbursed under Medicaid. Dual eligible members shall be responsible for any applicable AHCCCS copayment. The State cost sharing policy is located in ACOM Policy 201.

Section 1902(n)(3)(B) of the Social Security Act prohibits Medicare providers from balance billing QMB's for Medicare cost-sharing, including deductibles, coinsurance, and copayments. QMB's have no legal obligation to make further payment to a provider or Medicare managed care plan for Part A or Part B cost sharing. MA D SNP Health Plan shall

# **MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT**

BETWEEN AHCCCS AND

Participant UnitedHealthcare Community Plan

AHCCCS AGREEMENT # YH16-0065

include a provision in all provider agreements specifying that the provider agrees to accept MA D SNP payment as payment in full, or bills the appropriate AHCCCS or ALTCS Contractor for additional payments that may be reimbursed under Medicaid.

## **2.4. IDENTIFICATION AND SHARING OF INFORMATION ON MEDICAID PROVIDERS**

MA D SNP Health Plan shall develop a network of providers which includes an overlap of providers in the MA network who are also contracted with AHCCCS Acute Care and ALTCS Contractors. AHCCCS Contractor networks can be accessed online through individual websites from <https://azweb.statemedicaid.us/HealthPlanLinksNet/HPLinks.aspx>.

## **2.5. VERIFICATION OF ELIGIBILITY FOR BOTH MEDICARE AND MEDICAID**

MA D SNP Health Plan is responsible for accurately verifying both Medicare and Medicaid eligibility of potential and enrolled members.

MA D SNP Health Plan has access to real-time Medicaid eligibility for individuals enrolled in MA D SNP Health Plan AHCCCS plan. This information is transmitted through daily files from AHCCCS.

For individuals not enrolled in MA D SNP Health Plan's AHCCCS plan, MA D SNP Health Plan is able to use AHCCCS Online to verify eligibility at:

<https://azweb.statemedicaid.us/Home.asp>.

MA D SNP Health Plan will have access to AHCCCS Online to verify member real-time Medicaid eligibility. Members who have Medicare eligibility can be clearly identified.

## **2.6. ENCOUNTER SUBMISSION**

The MA D SNP Health Plan is required to submit Medicare encounter data as requested by the State. The State has completed a data use agreement with CMS to receive Medicare data for care coordination. This data will provide the State with information on services paid for by Medicare.

## **2.7. FINANCIAL REPORTING**

The MA D SNP Health Plan is required to provide AHCCCS with quarterly reports. If the MA D SNP Health Plan is licensed through the Department of Insurance, quarterly reporting to AHCCCS is required for informational purposes only. AHCCCS will accept a copy of the NAIC filing submitted to the Arizona Department of Insurance. If the MA D SNP Health Plan is certified by AHCCCS, then the Contractor shall use the applicable AHCCCS Financial Reporting Guide and submit as specified in the Chart of Deliverables Appendix 1.

## **2.8. MARKETING**

The MA D SNP Health Plan is encouraged to market only to individuals enrolled in MA D SNP Health Plan's AHCCCS Medicaid plan. The State understands that MA D SNP Health Plan is able to enroll any dual eligible member as specified in Section 4, but to increase alignment, encourages MA D SNP Plan to only direct market to individuals enrolled in MA D SNP Health Plan's AHCCCS Medicaid plan.

## **2.9. APPEALS AND GRIEVANCES**

# **MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT**

BETWEEN AHCCCS AND

Participant UnitedHealthcare Community Plan

AHCCCS AGREEMENT # YH16-0065

The MA D SNP Health Plan is required to provide AHCCCS with Appeals and Grievances reports as specified in Appendix 1 – Chart of Deliverables using the format detailed in the AHCCCS Grievance System Reporting Guide. The MA D SNP Health Plan is required to provide AHCCCS with a quarterly summary of Part C and D pre-service member appeals received and the outcome of those appeals. MA D SNP Health Plan is also required to provide AHCCCS with a summary of Independent Review Entity decisions received during the reporting period. In addition, MA D SNP Health Plan must provide service level detail on the appeals that were upheld and overturned (including a description of the action which is appealed).

These reports will be used for informational purposes only. AHCCCS will not be using this information for oversight and monitoring.

## **2.10. MEMBER TRANSITION**

The MA D SNP Health Plan is required to participate in all activities as directed by the State which relate to member transition as a result of termination of this contract. This applies to terminations directed from the State, CMS or MA D SNP Health Plan. The MA D SNP Health Plan is required to notify the State in the case of significant changes to the terms of the contract with CMS to protect beneficiary and state interests including, but not limited to; D SNP non-renewals, service area changes, terminations, deficiencies, notices of intent to deny, and novation agreements. Plans must submit any CMS warning letters or corrective action plans within 10 business days of receipt to the plan's AHCCCS compliance officer.

## **2.11. MEDICARE STAR RATINGS**

The MA D SNP Health Plan is required to notify AHCCCS in the event the Plan receives less than a 3.0 star rating on either its Part C or Part D scores. The Plan must provide an outline of the steps proposed or implemented to improve the low score.

**2.12** In determining whether a D-SNP meets the FIDE-SNP definition, the Contractor will demonstrate the following provisions for individuals enrolled in the ALTCS program:

- 2.12.1 Enroll special needs individuals entitled to medical assistance under a Medicaid State Plan, as defined in Section 1859(b)(6)(B)(ii) of the Act and 42 CFR Section 422.2 and described in detail in Section 40.5.3 of Chapter 16b of the Medicare Managed Care Manual;
- 2.12.2 Provide dually-eligible beneficiaries access to Medicare and Medicaid benefits under a single managed care organization;
- 2.12.3 Have a CMS- approved MIPPA compliant contract with a State Medicaid Agency that includes coverage of specified primary, acute, and long-term care benefits and services, consistent with State policy, under risk-based financing;

# MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT

BETWEEN AHCCCS AND

Participant UnitedHealthcare Community Plan

AHCCCS AGREEMENT # YH16-0065

2.12.4 Coordinate the delivery of covered Medicare and Medicaid health and long-term care services, using aligned care management and specialty care network methods for high-risk beneficiaries; and

2.12.5 Employ policies and procedures approved by CMS and the State to coordinate or integrate enrollment, member materials, communications, grievance and appeals, and quality improvement.

2.12.6 In addition, in determining whether a D-SNP meets the FIDE-SNP definition, CMS will allow Long Term Care benefit carve-outs or exclusions only if the plan can demonstrate that it meets the following criteria:

2.12.6.1 The plan must be at risk for substantially all of the services under the capitated rate;

2.12.6.2 The plan must be at risk for nursing facility services for at least six months (180 days) of the plan year;

2.12.6.3 The individual must not be disenrolled from the plan as a result of exhausting the service covered under the capitated rate; and,

2.12.6.4 The plan must remain responsible for managing all benefits, including any carved-out service benefits, notwithstanding the method of payment (e.g., fee-for-service, separate capitated rate) received by the plan.

## 3. TERMS AND CONDITIONS

### 3.1. TERM OF AGREEMENT

The term of this Agreement will begin on January 1, 2017 (the "Effective Date") and end December 31, 2017.

### 3.2. TERMINATION

This Agreement may be terminated under the following conditions:

# **MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT**

BETWEEN AHCCCS AND

Participant UnitedHealthcare Community Plan

AHCCCS AGREEMENT # YH16-0065

- 3.2.1.** The State may terminate the Agreement in whole or in part and at any time when, in its sole discretion, it determines that termination is in the best interests of the State of Arizona. The termination will be effective on the date specified in the State's notice of termination. The State will provide the MA D SNP Health Plan written notice of such termination at least thirty (30) calendar days prior to the effective date of termination, unless the State determines that circumstances warrant a shorter notice period.
- 3.2.2.** In addition to the reasons set forth above, the State reserves the right to terminate this Agreement, in whole or in part, upon the following conditions:
- 3.2.2.1.** The State may terminate this Agreement at any time if a court of competent jurisdiction finds MA D SNP Health Plan failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of MA D SNP Health Plan's duties under this Agreement.
- 3.2.2.2.** The State may terminate the Agreement at any time if the MA D SNP Health Plan: files for bankruptcy; becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency, or the appointment of a receiver or similar officer for it; makes an assignment for the benefit of all or substantially all of its creditors; or enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations.
- 3.2.2.3.** The State may terminate the Agreement at any time and in whole or in part if it determines, at its sole discretion, that the MA D SNP Health Plan has materially breached the Agreement.
- 3.2.3.** The MA D SNP Health Plan may terminate this Agreement by providing the State written notice at least 30 calendar days prior to termination. The termination will be effective on the date specified in the MA D SNP Health Plan's notice of termination.

### **3.3. ADVERTISING AND PROMOTION OF CONTRACT**

The MA D SNP Health Plan shall not advertise or publish information for commercial benefit concerning this agreement without the prior written approval of the Contracting Officer.

### **3.4. AUTHORITY**

This agreement is issued under the authority of the Contracting Officer who signed this agreement. Changes to the agreement, 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 MA D SNP Health Plan are violations of the agreement and of applicable law. Such changes, including unauthorized written contract amendments, shall be void and without effect, and the MA D SNP Health Plan shall not be entitled to any claim under this agreement based on those changes.

### **3.5. CHANGES**



# **MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT**

BETWEEN AHCCCS AND

Participant UnitedHealthcare Community Plan

AHCCCS AGREEMENT # YH16-0065

AHCCCS may at any time, by written notice to the MA D SNP Health Plan, make changes within the general scope of this agreement.

When AHCCCS issues an amendment to modify the agreement, the provisions of such amendment will be deemed to have been accepted thirty (30) calendar days after the date of mailing by AHCCCS, even if the amendment has not been signed by the MA D SNP Health Plan, unless within that time the MA D SNP Health Plan notifies AHCCCS in writing that it refuses to sign the amendment. If the MA D SNP Health Plan provides such notification, AHCCCS will initiate termination proceedings.

## **3.6. COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS**

The MA D SNP Health Plan shall comply with all applicable Federal and State laws and regulations including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972 (regarding education programs and activities); the Age Discrimination Act of 1975; the Rehabilitation Act of 1973 (regarding education programs and activities), and the Americans with Disabilities Act; EEO provisions; Copeland Anti-Kickback Act; Davis-Bacon Act; Contract Work Hours and Safety Standards; Rights to Inventions Made Under a Contract or Agreement; Clean Air Act and Federal Water Pollution Control Act; Byrd Anti-Lobbying Amendment. The MA D SNP Health Plan shall maintain all applicable licenses and permits.

## **3.7. CONFIDENTIALITY AND DISCLOSURE OF CONFIDENTIAL INFORMATION**

The MA D SNP Health Plan shall safeguard confidential information in accordance with Federal and State laws and regulations, including but not limited to, 42 CFR 431 Subpart F, A.R.S. §§36-107, 36-2903 (for Acute care members), 36-2932 (for ALTCS members), 41-1959, and 46-135, the Health Insurance Portability and Accountability Act (Public Law 107-191 Statutes 1936), 45 CFR Parts 160 and 164, AHCCCS Rules and policies.

The MA D SNP Health Plan 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 agreement shall be used or disclosed by its agents, officers or employees, except as required to efficiently perform duties under the agreement. Except as required or permitted by law, the MA D SNP Health Plan also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the MA D SNP Health Plan as needed for the performance of duties under the agreement, unless otherwise agreed to, in writing, by AHCCCS.

The MA D SNP Health Plan shall not, without prior written approval from AHCCCS, either during or after the performance of the services required by this agreement, use, other than for such performance, or disclose to any person other than AHCCCS personnel with a need to know, any information, data, material, or exhibits created, developed, produced, or otherwise obtained during the course of the work required by this agreement. This nondisclosure requirement shall also pertain to any information contained in reports, documents, or other records furnished to the MA D SNP Health Plan by AHCCCS.

## **3.8. CONFLICT OF INTEREST**

# MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT

BETWEEN AHCCCS AND

Participant UnitedHealthcare Community Plan

AHCCCS AGREEMENT # YH16-0065

The MA D SNP Health Plan 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 MA D SNP Health Plan shall fully and completely disclose any situation that may present a conflict of interest. If the MA D SNP Health Plan is now performing or elects to perform during the term of this agreement any services for any AHCCCS contractor, provider or Contractor or an entity owning or controlling same, the MA D SNP Health Plan shall disclose this relationship prior to accepting any assignment involving such party.

### 3.9. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The MA D SNP Health Plan shall continue to perform, in accordance with the requirements of the agreement, up to the date of termination and as directed in the termination notice.

### 3.10. CONTRACT / AGREEMENT INTERPRETATION AND AMENDMENT

- 3.10.1. *No Parole Evidence*** - This agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any term used in this agreement no other understanding either oral or in writing shall be binding.
- 3.10.2. *No Waiver*** - Either party's failure to insist on strict performance of any term or condition of the agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the non-conforming performance knows of the nature of the performance and fails to object to it.
- 3.10.3. *Written Contract Amendments***- The agreement shall be modified only through a written amendment to the agreement within the scope of the agreement signed by the procurement officer on behalf of the State and signed by a duly authorized representative of the MA D SNP Health Plan.

### 3.11. DISPUTE RESOLUTION

#### 3.11.1. General Agreement of the Parties

The parties mutually agree that the interests of fairness, efficiency, and good business practices are best served when the parties employ all reasonable and informal means to resolve any dispute under this agreement. The parties express their mutual commitment to using all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in this section.

#### 3.11.2. Duty to Negotiate in Good Faith

Any dispute that in the judgment of any party to this agreement may materially or substantially affect the performance of this agreement will be reduced to writing and delivered to the other party. The parties must then negotiate in good faith and use every reasonable effort to resolve such dispute and the parties shall not resort to any formal proceedings unless they have reasonably determined that a negotiated resolution is not possible. The resolution of any dispute disposed of any agreement between the parties shall be reduced to writing and delivered to all parties within ten (10) business days.

# MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT

BETWEEN AHCCCS AND

Participant UnitedHealthcare Community Plan

AHCCCS AGREEMENT # YH16-0065

### **3.11.3. 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).

### **3.11.4. Non- Exclusive Remedies**

The rights and the remedies of AHCCCS under this agreement are not exclusive.

### **3.11.5. Choice of Forum**

The parties agree that jurisdiction over any action arising out of or relating to this agreement shall be brought or filed in a court of competent jurisdiction located in the State of Arizona.

## **3.12. E-VERIFY REQUIREMENTS**

In accordance with A.R.S. § 41-4401, the MA D SNP Health Plan 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.

## **3.13. FEDERAL IMMIGRATION AND NATIONALITY ACT**

The MA D SNP Health Plan shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the agreement. Further, the MA D SNP Health Plan shall flow down this requirement to all subcontractors utilized during the term of the agreement. The State shall retain the right to perform random audits of MA D SNP Health Plan and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the MA D SNP Health Plan and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the agreement for default and suspension and/or debarment of the MA D SNP Health Plan.

## **3.14. IMPLIED AGREEMENT TERMS**

Each provision of law and any terms required by law to be in this agreement are a part of this agreement as if fully stated in it.

## **3.15. NON-DISCRIMINATION**

The MA D SNP Health Plan shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

## **3.16. OFF SHORE 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

## **MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT**

BETWEEN AHCCCS AND

Participant UnitedHealthcare Community Plan

AHCCCS AGREEMENT # **YH16-0065**

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.

### **3.17. PROPERTY OF THE STATE**

Except as otherwise provided in this agreement, any materials, including reports, computer programs and other deliverables, created under this agreement are the sole property of AHCCCS. The MA D SNP Health Plan is not entitled to maintain any rights on those materials and may not transfer any rights to anyone else. The MA D SNP Health Plan shall not use or release these materials without the prior written consent of AHCCCS.

### **3.18. RELATIONSHIP OF PARTIES**

The MA D SNP Health Plan under this agreement is an independent contractor. Neither party to this agreement shall be deemed to be the employee or agent of the other party to the agreement.

### **3.19. RIGHT TO INSPECT PLANT OR PLACE OF BUSINESS**

AHCCCS may, at reasonable times, inspect the part of the plant or place of business of the MA D SNP Health Plan or subcontractor that is related to the performance of this agreement, in accordance with A.R.S. §41-2547.

### **3.20. SEVERABILITY**

The provisions of this agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the agreement.

# MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT

BETWEEN AHCCCS AND

Participant UnitedHealthcare Community Plan

AHCCCS AGREEMENT # YH16-0065

## 4. CONTRACTOR SPECIFIC SECTION

MA D SNP Health Plan is a Dual Eligible Subset which is authorized to enroll dual eligibles with the following eligibility (check all that apply):

- 4.1 **Acute**
- 4.2 **Children's Rehabilitative Services (CRS)**
- 4.3 **ALTCS Developmentally Disabled (DD)**
- 4.4 **Integrated RBHA Maricopa County**
- 4.5 **ALTCS Elderly and Physically Disabled**

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### 4.1. **Acute**

#### 4.1.1. **Member Eligibility:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> AHCCCS Acute Program       | <input checked="" type="checkbox"/> QMB+           |
| <input type="checkbox"/> Integrated RBHA Maricopa County       | <input checked="" type="checkbox"/> SLMB+          |
| <input type="checkbox"/> ALTCS Elderly and Physically Disabled | <input checked="" type="checkbox"/> FBDE (non-QMB) |
| <input type="checkbox"/> ALTCS Developmentally Disabled        |  |
| <input type="checkbox"/> Children's Rehabilitative Services    |  |

#### 4.1.2. **Service Area:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Apache   | <input checked="" type="checkbox"/> Mohave     |
| <input checked="" type="checkbox"/> Cochise  | <input checked="" type="checkbox"/> Navajo     |
| <input checked="" type="checkbox"/> Coconino | <input checked="" type="checkbox"/> Pima       |
| <input type="checkbox"/> Gila                | <input type="checkbox"/> Pinal                 |
| <input checked="" type="checkbox"/> Graham   | <input checked="" type="checkbox"/> Santa Cruz |
| <input checked="" type="checkbox"/> Greenlee | <input checked="" type="checkbox"/> Yavapai    |
| <input checked="" type="checkbox"/> La Paz   | <input checked="" type="checkbox"/> Yuma       |
| <input checked="" type="checkbox"/> Maricopa |  |

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### 4.2. **Children's Rehabilitative Services (CRS)**

#### 4.2.1. **Member Eligibility:**

- |  |  |
|--|--|
| <input type="checkbox"/> AHCCCS Acute Program                          | <input checked="" type="checkbox"/> QMB+           |
| <input type="checkbox"/> Integrated RBHA Maricopa County               | <input checked="" type="checkbox"/> SLMB+          |
| <input type="checkbox"/> ALTCS Elderly and Physically Disabled         | <input checked="" type="checkbox"/> FBDE (non-QMB) |
| <input type="checkbox"/> ALTCS Developmentally Disabled                |  |
| <input checked="" type="checkbox"/> Children's Rehabilitative Services |  |

#### 4.2.2. **Service Area:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Apache   | <input checked="" type="checkbox"/> Mohave     |
| <input checked="" type="checkbox"/> Cochise  | <input checked="" type="checkbox"/> Navajo     |
| <input checked="" type="checkbox"/> Coconino | <input checked="" type="checkbox"/> Pima       |
| <input type="checkbox"/> Gila                | <input checked="" type="checkbox"/> Pinal      |
| <input checked="" type="checkbox"/> Graham   | <input checked="" type="checkbox"/> Santa Cruz |

# MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT

BETWEEN AHCCCS AND

Participant UnitedHealthcare Community Plan

AHCCCS AGREEMENT # YH16-0065

- Greenlee
- La Paz
- Maricopa

- Yavapai
- Yuma

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## 4.3. ALTCS Developmentally Disabled (DD)

### 4.3.1. **Member Eligibility:**

- AHCCCS Acute Program
- Integrated RBHA Maricopa County
- ALTCS Elderly and Physically Disabled
- ALTCS Developmentally Disabled
- Children's Rehabilitative Services
- QMB+
- SLMB+
- FBDE (non-QMB)

### 4.3.2. **Service Area:**

- Apache
- Cochise
- Coconino
- Gila
- Graham
- Greenlee
- La Paz
- Maricopa
- Mohave
- Navajo
- Pima
- Pinal
- Santa Cruz
- Yavapai
- Yuma

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## 4.4. Integrated RBHA Maricopa County

### 4.4.1. **Member Eligibility: Integrated RBHA Maricopa County**

- AHCCCS Acute Program
- Integrated RBHA Maricopa County
- ALTCS Elderly and Physically Disabled
- ALTCS Developmentally Disabled
- Children's Rehabilitative Services
- QMB+
- SLMB+
- FBDE (non-QMB)

### 4.4.2. **Service Area: Integrated RBHA Maricopa County**

- Apache
- Cochise
- Coconino
- Gila
- Graham
- Greenlee
- La Paz
- Maricopa
- Mohave
- Navajo
- Pima
- Pinal
- Santa Cruz
- Yavapai
- Yuma

# MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT

BETWEEN AHCCCS AND

Participant UnitedHealthcare Community Plan

AHCCCS AGREEMENT # YH16-0065

## 4.5. ALTCS Elderly and Physically Disabled

### 4.5.1. Member Eligibility:

- |   |  |
|---|--|
| <input type="checkbox"/> AHCCCS Acute Program                             | <input checked="" type="checkbox"/> QMB+           |
| <input type="checkbox"/> Integrated RBHA Maricopa County                  | <input checked="" type="checkbox"/> SLMB+          |
| <input checked="" type="checkbox"/> ALTCS Elderly and Physically Disabled | <input checked="" type="checkbox"/> FBDE (non-QMB) |
| <input type="checkbox"/> ALTCS Developmentally Disabled                   |  |
| <input type="checkbox"/> Children's Rehabilitative Services               |  |

### 4.5.2. Service Area:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Apache   | <input checked="" type="checkbox"/> Mohave     |
| <input type="checkbox"/> Cochise             | <input checked="" type="checkbox"/> Navajo     |
| <input checked="" type="checkbox"/> Coconino | <input checked="" type="checkbox"/> Pima       |
| <input type="checkbox"/> Gila                | <input type="checkbox"/> Pinal                 |
| <input type="checkbox"/> Graham              | <input checked="" type="checkbox"/> Santa Cruz |
| <input type="checkbox"/> Greenlee            | <input checked="" type="checkbox"/> Yavapai    |
| <input checked="" type="checkbox"/> La Paz   | <input checked="" type="checkbox"/> Yuma       |
| <input checked="" type="checkbox"/> Maricopa |  |

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## 4.6. CMS-APPROVED SERVICE AREA. The CMS approved Service area for the plans outlined in Section 4 is as follows:

### 4.6.1. H0321-002 Service Area:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Apache   | <input checked="" type="checkbox"/> Mohave     |
| <input checked="" type="checkbox"/> Cochise  | <input checked="" type="checkbox"/> Navajo     |
| <input checked="" type="checkbox"/> Coconino | <input checked="" type="checkbox"/> Pima       |
| <input type="checkbox"/> Gila                | <input checked="" type="checkbox"/> Pinal      |
| <input checked="" type="checkbox"/> Graham   | <input checked="" type="checkbox"/> Santa Cruz |
| <input checked="" type="checkbox"/> Greenlee | <input checked="" type="checkbox"/> Yavapai    |
| <input checked="" type="checkbox"/> La Paz   | <input checked="" type="checkbox"/> Yuma       |
| <input checked="" type="checkbox"/> Maricopa |  |

### 4.6.2. H0321-004 Service Area:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Apache   | <input checked="" type="checkbox"/> Mohave     |
| <input type="checkbox"/> Cochise             | <input checked="" type="checkbox"/> Navajo     |
| <input checked="" type="checkbox"/> Coconino | <input checked="" type="checkbox"/> Pima       |
| <input type="checkbox"/> Gila                | <input type="checkbox"/> Pinal                 |
| <input type="checkbox"/> Graham              | <input checked="" type="checkbox"/> Santa Cruz |
| <input type="checkbox"/> Greenlee            | <input checked="" type="checkbox"/> Yavapai    |
| <input checked="" type="checkbox"/> La Paz   | <input checked="" type="checkbox"/> Yuma       |
| <input checked="" type="checkbox"/> Maricopa |  |

# MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT

BETWEEN AHCCCS AND

Participant UnitedHealthcare Community Plan

AHCCCS AGREEMENT # YH16-0065

## 4.7. SPECIFIC PLAN OFFERINGS.

MA-PD SNP Health Plan shall operate two Dual Eligible Special Needs Plans under H0321. MA-PD SNP Health Plan shall enroll individuals into these plans in accordance with federal and state guidelines. Eligibility for each particular plan is described below:

**4.7.1.** H0321-002 is a Dual Eligible Subset plan open to all individuals eligible to enroll pursuant to the following eligibility requirements:

- 4.7.1.1. The individual must be enrolled in at least one of the programs defined in Section 4 (AHCCCS Acute Program, ALTCS Developmentally Disabled, Children's Rehabilitative Services, or Integrated RBHA Maricopa County);
- 4.7.1.2. The individual must live within the appropriate county that corresponds with the specific service area of the program in which they are enrolled as found in section 4;
- 4.7.1.3. The individual must be entitled to participate in Medicare; and
- 4.7.1.4. The individual must reside within the CMS-approved service area for this plan as described in Section 4.6.1.

**4.7.2.** H0321-004 is a Dual Eligible Subset plan open to all individuals eligible to enroll pursuant to the following:

- 4.7.2.1. The individual must be a Medicaid recipient currently enrolled with Arizona Physicians IPA, Inc. in one of the Arizona Long-Term Care System (ALTCS) programs defined in Section 4.3 and 4.5 (ALTCS Developmentally Disabled, or ALTCS Elderly and Physically Disabled);
- 4.7.2.2. The individual must live within the appropriate county that corresponds with the specific ALTCS service area of the program in which they are enrolled as found in section 4;
- 4.7.2.3. The individual must be entitled to participate in Medicare; and
- 4.7.2.4. The individual must reside within the CMS-approved service area for this plan as described in Section 4.6.2.

## 4.8. NOTICES

All notices and other communication shall be delivered to the following contacts. The parties may change the contact information set forth by giving written notice to the other party.

**4.8.1.** For AHCCCS:



**MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT**

BETWEEN AHCCCS AND

Participant UnitedHealthcare Community Plan

AHCCCS AGREEMENT # YH16-0065

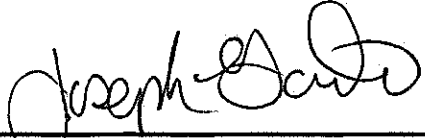

Name           Meggan Harley  
 AHCCCS Procurement and Contracts Manager  
 701 E. Jefferson Street, MD 5700  
 Phoenix, AZ 85034  
 P (602) 417-4538  
Meggan.Harley@azahcccs.gov

**4.8.2. For the MA D SNP Health Plan:**

Name           Jesse Eller, Executive Director  
 UnitedHealthcare Community Plan  
 Address       1 East Washington Suite 800  
 PHONE / FAX (602) 255-8792 / (602) 255-8736  
 EMAIL        jesse\_eller@uhc.com

**4.8.3. MA D SNP Health Plan Care Coordination Contact**

Name           Linda Downing  
 UnitedHealthcare Community Plan, UnitedHealthcare Dual Complete  
 Address       1 East Washington Suite 900  
 PHONE / FAX (602) 255-8036 / (602) 255-8736  
 EMAIL        Linda L Downing@uhc.com

| IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT:   |   |
|--|---|
| 9. NAME OF MA D SNP HEALTH PLAN:<br><u>Arizona Physicians IPA, Inc. d/b/a UnitedHealthcare Community Plan</u>              | 10. ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM   |
| SIGNATURE OF AUTHORIZED INDIVIDUAL:<br> | SIGNATURE:<br> |
| TYPED NAME:<br>Joseph Gaudio   | TYPED NAME:<br>Meggan Harley, CPPO, MSW   |
| TITLE:<br>Plan President, UnitedHealthcare Community Plan  | TITLE:<br>Procurement and Contracts Manager   |
| DATE:<br>6/7/2016  | DATE:<br>6/9/16   |

**MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT**  
 BETWEEN AHCCCS AND

Participant UnitedHealthcare Community Plan  
 AHCCCS AGREEMENT # **YH14-0065**

**APPENDIX 1 – CHART OF DELIVERABLES**

| Area                             | Timeframe | Report                               | When Due   | Agreement Section               | Agreement Paragraph | Reference/ Policy                       | Send To                                | Submitted Via  |
|----------------------------------|-----------|--------------------------------------|--|---------------------------------|---------------------|---|--|--|
| DHCM CLINICAL QUALITY MANAGEMENT | Annually  | Medicare Health Risk Assessment Tool | January 1 <sup>st</sup>  | Section 2: Program Requirements | 2.1.5               | N/A                                     | DHCM Clinical Quality Management Unit  | FTP server with secure email notification to CQM@azahcccs.gov with notification to CQM Administrator |
| DHCM FINANCE                     | Quarterly | Financial Reporting                  | 60 days after the end of the quarter                             | Section 2: Program Requirements | 2.7                 | AHCCCS Financial Reporting Guide(s)     | DHCM Program Compliance Auditor        | FTP server with email notification   |
| DHCM OPERATIONS                  | Quarterly | Member Appeals Summary and Outcomes  | First day of the second month following the month being reported | Section 2: Program Requirements | 2.9                 | AHCCCS Grievance System Reporting Guide | DHCM Operations and Compliance Officer | FTP server with email notification   |

**MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT**  
**BETWEEN AHCCCS AND**

Participant UnitedHealthcare Community Plan  
 AHCCCS AGREEMENT # **YH14-0065**

**APPENDIX 2 – AHCCCS COVERED SERVICES**

| SERVICES   | TITLE XIX            |     |
|--|----------------------|-----|
|  | <21                  | ≥21 |
| Audiology  | X                    | X   |
| Behavioral Health  | SEE EXHIBIT<br>300-2 |     |
| Breast Reconstruction After Mastectomy   | X                    | X   |
| Chiropractic Services  | X                    |     |
| Cochlear Implants  | X                    |     |
| Emergency Dental Services  | X                    |     |
| Preventive & Therapeutic Dental Services   | X                    |     |
| Limited Medical and Surgical Services by a Dentist<br>(for Members Age 21 and older) |                      | X   |
| Dialysis   | X                    | X   |
| Emergency Services-Medical   | X                    | X   |
| Emergency Eye Exam   | X                    | X   |
| Vision Exam/Prescriptive Lenses  | X                    |     |
| Lens Post Cataract Surgery   | X                    | X   |
| Treatment for Medical Conditions of the Eye  | X                    | X   |
| Health Risk Assessment & Screening Tests (for Members Age 21<br>and Older)           |                      | X   |
| Preventive Examinations in the Absence of any Known Disease or<br>Symptom            | X                    |     |
| HIV/AIDS Antiretroviral Therapy  | X                    | X   |
| Home Health Services   | X                    | X   |
| Hospice  | X                    | X   |
| Hospital Inpatient Medical   | X                    | X   |
| Hospital Observation   | X                    | X   |
| Hospital Outpatient Medical  | X                    | X   |
| Hysterectomy (medically necessary)   | X                    | X   |
| Immunizations  | X                    | X   |

## MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT

BETWEEN AHCCCS AND

Participant UnitedHealthcare Community Plan

AHCCCS AGREEMENT # YH16-0065

| SERVICES  | TITLE XIX |     |
|---|-----------|-----|
|   | <21       | >21 |
| Laboratory  | X         | X   |
| Maternity Services  | X         | X   |
| Family Planning   | X         | X   |
| Early and Periodic Screening, Diagnosis and Treatment (Medical Services)                  | X         |     |
| Other Early and Periodic Screening, Diagnosis and Treatment Services Covered By Title XIX | X         |     |
| Medical Foods   | X         | X   |
| Durable Medical Equipment   | X         | X   |
| Medical Supplies  | X         | X   |
| Prosthetic  | X         | X   |
| Orthotic Devices  | X         |     |
| Nursing Facilities (up to 90 days)  | X         | X   |
| Non-Physician First Surgical Assistant  | X         | X   |
| Physician Services  | X         | X   |
| Foot and Ankle Services (See Policy Regarding Adult Coverage)                             | X         | X   |
| Prescription Drugs  | X         | X   |
| Primary Care Provider Services  | X         | X   |
| Private duty nursing  | X         | X   |
| Radiology and Medical Imaging   | X         | X   |
| Occupational Therapy – Inpatient  | X         | X   |
| Occupational Therapy – Outpatient   | X         |     |
| Physical Therapy – Inpatient  | X         | X   |
| Physical Therapy – Outpatient (See Policy Regarding Visit Limitations)                    | X         | X   |
| Speech Therapy – Inpatient  | X         | X   |
| Speech Therapy – Outpatient   | X         |     |
| Respiratory Therapy   | X         | X   |
| Total Outpatient Parental Nutrition   | X         | X   |

# MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT

BETWEEN AHCCCS AND

Participant UnitedHealthcare Community Plan

AHCCCS AGREEMENT # YH16-0065

| SERVICES  | Title XIX |     |
|---|-----------|-----|
|   | <21       | >21 |
| Non-Experimental transplants approved for Title XIX reimbursement (See Policy Regarding Specific Transplant Coverage) | X         | X   |
| Transplant Related immunosuppressant drugs  | X         | X   |
| Transportation – Emergency  | X         | X   |
| Transportation - Non-emergency  | X         | X   |
| Triage  | X         | X   |

**MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT**  
 BETWEEN AHCCCS AND  
 Participant UnitedHealthcare Community Plan  
 AHCCCS AGREEMENT # YH16-0065

**APPENDIX 3 – AHCCCS COVERED BEHAVIORAL HEALTH SERVICES**

| SERVICES  | ACUTE CARE |     |
|---|------------|-----|
|   | XIX        |     |
|   | <21        | >21 |
| Behavioral Health Therapeutic Home Care Services      | X          | X   |
| Behavioral Management                                 | X          | X   |
| Case Management                                       | X          | X   |
| Emergency Behavioral Health Care                      | X          | X   |
| Evaluation  | X          | X   |
| <b>INPATIENT SERVICES</b>                             |            |     |
| Inpatient Hospital                                    | X          | X   |
| Inpatient Psychiatric Facilities                      | X          | X   |
| Laboratory and Radiology                              | X          | X   |
| Medications (Psychotropic)                            | X          | X   |
| Medication Adjustment and Monitoring                  | X          | X   |
| Methadone/LAAM  | X          | X   |
| Partial Care  | X          | X   |
| <b>PROFESSIONAL SERVICES – THERAPY AND COUNSELING</b> |            |     |
| Individual  | X          | X   |
| Group and Family                                      | X          | X   |
| Psychosocial Rehabilitation                           | X          | X   |
| Respite (with limitations)                            | X          | X   |
| Screening   | X          | X   |
| <b>TRANSPORTATION</b>                                 |            |     |

**MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT**  
 BETWEEN AHCCCS AND  
 Participant UnitedHealthcare Community Plan  
 AHCCCS AGREEMENT # YH16-0065

| SERVICES      | ACUTE CARE |     |
|---------------|------------|-----|
|               | XIX        |     |
|               | <21        | >21 |
| Emergency     | X          | X   |
| Non-Emergency | X          | X   |

**MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT**  
 BETWEEN AHCCCS AND  
 Participant UnitedHealthcare Community Plan  
 AHCCCS AGREEMENT # YH16-0065

**APPENDIX 4 – ALTCS COVERED SERVICES**

|   |
|---|
| INSTITUTIONAL SERVICES  |
| <b>Intermediate Care Facility</b>   |
| <b>Note: DD members only</b>  |
| <b>Nursing Facility – Level I</b>   |
| <b>Nursing Facility – Level II</b>  |
| <b>Nursing Facility – Level III</b>   |
| <b>Nursing Facility – Level IV</b>  |
| <b>Nursing Facility – Respite</b>   |
| <b>Bed Hold – Therapeutic Leave</b>   |
| <b>Bed Hold – Hospital Admission</b>  |
| ALTERNATIVE RESIDENTIAL SETTINGS  |
| <b>Assisted Living Home</b>   |
| <b>Assisted Living Center</b>   |
| <b>Adult Foster Care</b>  |
| <b>Habilitation – Residential</b>   |
| <b>(Used for DD Group Home)</b>   |
| <b>Level II Behavioral Health Residential</b>   |
| <b>Note: Level II Behavioral Health Residential may be appropriate for stays of any length. The code is the same.</b>   |
| <b>Level III Behavioral Health Residential</b>  |
| <b>Behavioral Health Therapeutic Home</b>   |
| <ul style="list-style-type: none"> <li>• <b>Home Care Training to Home Care Client (Child)</b></li> <li>• <b>Home Care Training to Home Care Client (Adult)</b></li> <li>• <b>Home Care Training to Home Care Client (Adult Geriatric)</b></li> </ul> |



# MEDICARE ADVANTAGE D SNP HEALTH PLAN AGREEMENT

BETWEEN AHCCCS AND

Participant UnitedHealthcare Community Plan

AHCCCS AGREEMENT # **YH16-0065**

|  |
|--|
| HOSPICE SERVICES                             |
| <b>Routine Home Care</b>                     |
| <b>Continuous Home Care</b>                  |
| <b>Inpatient Respite Care</b>                |
| <b>General Inpatient Care</b>                |
| HOME AND COMMUNITY BASED SERVICES            |
| <b>Adult Day Health Care</b>                 |
| <b>Attendant Care</b>                        |
| <b>Companion Care</b>                        |
| <b>Community Transition Service</b>          |
| <b>Emergency Alert System</b>                |
| <b>Habilitation</b>                          |
| <b>Day Treatment &amp; Training</b>          |
| <b>Supported Employment</b>                  |
| <b>Home Delivered Meals</b>                  |
| <b>Home Health Services/Nursing</b>          |
| <b>Home Health Services/Home Health Aide</b> |
| <b>Homemaker</b>                             |
| <b>Home Modification</b>                     |
| <b>Personal Care</b>                         |
| <b>Respite -</b>                             |
| <b>Short Term In-Home</b>                    |
| <b>Continuous In-Home</b>                    |
| <b>Group Respite</b>                         |

