



INTERGOVERNMENTAL AGREEMENT
YH27-0006-03

This Intergovernmental Agreement ("Agreement") is entered into by and between the Pascua Yaqui Tribe ("PYT TRBHA") a federally-recognized Indian Tribe, and the Arizona Health Care Cost Containment System ("AHCCCS"), the agency of the State of Arizona authorized to administer the Medicaid and behavioral health systems in the State of Arizona.

Project Title: Tribal Regional Behavioral Health Authority

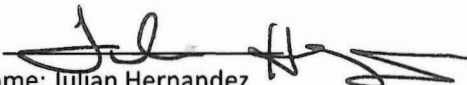
Terms of Agreement: The term of the Agreement is from July 1, 2026 to June 30, 2031 unless otherwise terminated or extended by mutual agreement of the Parties in a duly authorized and executed amendment.

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

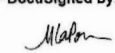
WHEREAS, the Pascua Yaqui Tribe has the authority to contract for the performance of the services provided herein pursuant to the laws, rules, and sovereign authority of the Pascua Yaqui Tribe; and

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

PYT TRBHA

Signature: 
Printed Name: Julian Hernandez
Title: Chairman, Pascua Yaqui Tribe
Date: 6/16/2026

AHCCCS:

DocuSigned by:

Signature: 6720D03F007E4A8...
Printed Name: Meggan LaPorte
Title: Chief Procurement Officer
Date: 5/12/2026



This Agreement has been reviewed by the undersigned Tribal Government Attorney who has determined that this Agreement is in the appropriate form and is within the power and authority granted to the PYT TRBHA under the laws of the Arizona and the Pascua Yaqui Tribe.

Geralyn Van de Krol

Digitally signed by Geralyn Van
de Krol
Date: 2026.06.16 13:21:26 -07'00'

Signature

Geralyn van de Krol

Printed Name

Assistant Attorney General

Title

6/16/2026

Date _____

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

Signed by: Sana Sharmaji

-2838601C289945F

Signature

Sara Selvaraj

Printed Name

Associate General Counsel

Title

5/12/2026

Date _____

I.SCOPE OF WORK

A. Background and Purpose

1. The Pascua Yaqui Tribe recognizes that it is beneficial for the State of Arizona to acknowledge and understand the history of the Yoeme (Yaqui) people and its significance in the healing of the various Yoeme communities through the provision of Behavioral Health and Medical/Dental Services. While each Indian Tribe has its own unique history and culture, all share a common experience of historical/post-colonization trauma and immense human loss that occurred as a result of the genocide policies by the colonizers. It is recognized that history impacts the health of American Indians today, especially that of tribal elders who struggled for survival. The State of Arizona, through the Arizona Health Care Cost Containment System, acknowledges the need to form a partnership with the Pascua Yaqui Tribe to meet the behavioral health care needs of tribal members. The State recognizes the sovereign right of the Pascua Yaqui Tribe to determine the applicability of and the extent to which its tribal values and belief systems will be incorporated into the behavioral health services it provides.
2. The Pascua Yaqui Tribe provides and operates Tribal health programs and facilities to provide related healthcare programs, functions, services under its sovereign authority and also the authority of federal law, including but not limited to P.L. 93-638, the Indian Self-Determination and Education Assistance Act (ISDEAA), the Indian Health Care Improvement Act (IHCIA), and through the Tribe's ISDEAA Title V Self-Governance Compact ("Compact"), and related Funding Agreement, and all obligations, privileges, and exemptions under federal law, including but not limited to, Section 408 of the IHCIA, codified at 25 U.S.C. Section 1647a, 25 U.S.C. § 1621t.
3. This Agreement values the collective efforts and the desire to build a genuine partnership, which reiterates the commitment to the government-to-government relationship that exists between the State of Arizona and Pascua Yaqui Tribe. The development and implementation of the Agreement is in recognition of this special relationship.
4. The State of Arizona recognizes the right of tribal governments to self-govern and supports tribal sovereignty and self-determination and to negotiate this agreement in good faith.
5. The Arizona Health Care Cost Containment System has the authority to administer the Medicaid and behavioral health systems in the State of Arizona. The purpose of this Agreement is to delegate from AHCCCS to the PYT TRBHA the duties described herein. The PYT TRBHA agrees to use the funding provided through this Agreement to administer the programs described in this Agreement solely for the benefit of individuals and families who:
 - 5.1. Are members of the Pascua Yaqui Tribe, a federally-recognized Tribe, their dependents, and/or individuals with close economic and social ties with the Pascua Yaqui Tribe;
 - 5.2. Reside in the geographic service area, which includes Traditional Yoeme Communities; and
 - 5.3. Meet the qualifications for one of the following eligibility groups:
 - 5.3.1. Individuals eligible for services under Titles XIX and XXI of the Social Security Act;
 - 5.3.2. Regardless of the Titles XIX or XXI eligibility, individuals who, in accordance with state law and SMI Eligibility Determination policies, have been determined to be "Seriously Mentally Ill" as defined by A.R.S. § 36-550(4) (2016);

- 5.3.3. General Mental Health Adults ("GMH"): individuals age eighteen (18) and older who have general behavioral health issues but 1) have not been determined to be Seriously Mentally Ill and 2) are not eligible for services under Titles XIX or XXI of the Social Security Act;
 - 5.3.4. Substance Use Adults ("SUA"): individuals age eighteen (18) and older who have a substance use disorder, or are referred for DUI screening, education and treatment, but 1) have not been determined to be Seriously Mentally Ill and 2) are not eligible for services under Titles XIX or XXI of the Social Security Act;
 - 5.3.5. Children below the age of 18 who are in need of behavioral health services but do not qualify for services under Titles XIX or XXI of the Social Security Act; or
 - 5.3.6. Any individual who participates in mental-health related prevention programs provided by or through the Agreement.
6. Throughout this Agreement, the individuals and families who are eligible for the PYT TRBHA's services will be referred to as "Members".

B. Care Coordination

The TRBHA shall be responsible for the coordination of care for all TRBHA enrolled members regardless of whether the member has an active case with the TRBHA, has been referred by the TRBHA, or is actively receiving services directly from the TRBHA's affiliated Tribal 638 facility.

- 1. To the extent possible, the PYT TRBHA will coordinate and/or provide healthcare services for Members including:
 - 1.1. Treatment Services
 - 1.1.1. Behavioral Health Counseling and Therapy.
 - 1.1.2. Assessment, Evaluation and Screening Services.
 - 1.1.3. Other Professional Services (including Traditional Healing).
 - 1.2. Rehabilitation Services
 - 1.2.1. Skills Training and Development, and Psychosocial Rehabilitation Living Skills Training
 - 1.2.2. Cognitive Rehabilitation.
 - 1.2.3. Behavioral Health Prevention/Promotion Education and Medication Training and Support Services (Health Promotion).
 - 1.2.4. Psychoeducational Services and Ongoing Support to Maintain Employment.
 - 1.3. Medical Services/Dental Services
 - 1.3.1. Medication.
 - 1.3.2. Laboratory, Radiology and Medical Imaging.
 - 1.3.3. Medical Management.
 - 1.3.4. Electro-Convulsive Therapy.
 - 1.3.5. Dental Services.
 - 1.3.6. COVID-19 Testing and Vaccination.

- 1.4. Support Services
 - 1.4.1. Case Management services whose primary purpose is the application of clinical and behavioral knowledge to manage care needs for Members who are medically or behaviorally complex and require intensive medical and/or psychosocial support.
 - 1.4.2. Personal Care Services.
 - 1.4.3. Home Care Training Family (Family Support).
 - 1.4.4. Self-Help/Peer Services (Peer Support).
 - 1.4.5. Home Care Training to Clients.
 - 1.4.6. Unskilled Respite Care.
 - 1.4.7. Supported Housing (based on funding availability).
 - 1.4.8. Sign Language or Oral Interpretive Services.
 - 1.4.9. Medically Necessary Non-Covered Services.
 - 1.4.10. Transportation (Emergency and Non-emergency).
- 1.5. Crisis Intervention Services
 - 1.5.1. Crisis Intervention Services (Mobile).
 - 1.5.2. Crisis Intervention Services (Stabilization).
 - 1.5.3. Crisis Intervention (Telephone).
- 1.6. Inpatient Services
 - 1.6.1. Hospital.
 - 1.6.2. Subacute Facility.
 - 1.6.3. Residential Treatment Center.
- 1.7. Behavioral Health Residential Facility
 - 1.7.1. Behavioral Health Residential – Facility – short-term behavioral health facility, without Room and Board. Refer to HCPCS Code H0018, Covered Behavioral Health Service Guide and AHCCCS AMPM Policy 320-V for further description.
 - 1.7.2. Mental Health Services – Room and Board. Refer to AHCCCS AMPM Policy 320-TI for behavioral health services funded by Block Grants and Discretionary Grants.
 - 1.7.3. AHCCCS will work to assist PYT TRBHA in coordinating with Behavioral Health Residential Facilities, as needed, in addition to providing the PYT TRBHA notification of prior authorization and continued stay.
- 1.8. Behavioral Health Outpatient Program, including day hospital, intensive outpatient and outpatient programs.
- 1.9. Prevention Services (based on available funding).
- 2. The PYT TRBHA will conduct the following care coordination activities, and establish and follow care coordination policies and procedures that reflect integration of services by:
 - 2.1. When transitioning a Member to an AHCCCS Complete Care (ACC) health plan, provide to the receiving health plan any information related to any special needs of transitioning members in accordance with AHCCCS AMPM Policy 520.
 - 2.2. Engaging in activities that support Member advocacy, help Members navigate healthcare systems, and ensure that Members, families, and healthcare providers work together and communicate effectively to achieve positive outcomes for Members.

- 2.3. To the extent possible, ensuring the provision of appropriate services in the least restrictive settings that meet Members' needs in the most cost-effective manner.
- 2.4. To the extent possible, ensuring that all care coordination activities are for the purpose of improving the quality of Members' care and meeting the requirements set forth in this Agreement.
- 2.5. To the extent possible, coordinating AHCCCS-covered services with AHCCCS-registered providers, and community and social services.
- 2.6. To the extent possible, employing a sufficient number of qualified personnel to fulfill all care coordination functions.
- 2.7. Establishing timely and confidential communication of clinical information among providers serving the Member. The PVTPT TRBHA will facilitate this communication exchange as needed and establish monitoring activities, such as a record review, to ensure that the exchange occurs as follows:
 - 2.7.1. "Emergent" – Immediate requests for intervention, information, or response within 2 hours.
 - 2.7.2. "Urgent" – Requests for intervention, information or response within 24 hours.
 - 2.7.3. "Routine" – Requests for intervention, information or response within 10 days.
- 2.8. Establishing a process to ensure coordination of Members' healthcare needs based on early identification of health risk factors or special care needs.
- 2.9. Coordinating care for members with high behavioral or physical healthcare needs, and/or high costs.
 - 2.9.1. The PYT TRBHA will implement the following in collaboration with AHCCCS-DFSM:
 - 2.9.1.1. Identification of High Need/High Cost members;
 - 2.9.1.2. Plan interventions for addressing appropriate and timely care for identified High Need/High Cost members; and
 - 2.9.1.3. Report outcomes summaries to AHCCCS as specified in the PYT TRBHA Chart of Deliverables.
 - 2.9.1.4. The TRBHA shall invite the member's treatment team, including but not limited to, therapist, case manager and out of placement team.
 - 2.9.1.5. Outreach and engage the member
 - 2.9.1.6. If applicable, invite and coordinate care with the member's AIMH case manager or team; and
 - 2.9.1.7. Ensure ongoing care coordination with the AIMH facility.
 - 2.9.2. Care coordination meetings and staffing meetings including, to the extent possible, all providers and key stakeholders involved in the Member's care, based on members choice, will occur at least monthly, or as often as necessary, to discuss barriers and outcomes and to affect change.
- 2.10. To the extent possible, ensuring proper care for Members with special healthcare needs, as defined in the AHCCCS Medical Policy Manual (AMPM) Policy 520, including:

- 2.10.1. Identifying members with special health care needs;
- 2.10.2. Coordinating an assessment appropriate for the Member's condition and identified special health care needs based on available resources (e.g. a standing referral).
- 2.11. Documenting interventions and changes in the coordination of care as they occur. The PYT TRBHA's records, including treatment plans and communication of clinical and behavioral information for each Member, must reflect all aspects of Members' care coordination.
- 2.12. To the extent possible, and within the appropriate scope of professional responsibility, implementing interventions to educate Members on the appropriate use of the ED and diverting Members to the right care at the appropriate place of service.
 - 2.12.1. AHCCCS-DFSM will identify and track Members who utilize Emergency Department (ED) services inappropriately 4 or more times within a 6-month time period. AHCCCS-DFSM will transmit that information to the PYT TRBHA through the SFTP.
 - 2.12.2. The PYT TRBHA 's interventions to educate Members should include but are not limited to:
 - 2.12.2.1. Outreach phone calls/visits;
 - 2.12.2.2. Educational letters;
 - 2.12.2.3. Behavioral health referrals;
 - 2.12.2.4. High Need/High Cost program referrals;
 - 2.12.2.5. Disease management referrals; and/or
 - 2.12.2.6. Exclusive Pharmacy referrals.
 - 2.12.3. AHCCCS will provide the TRBHA with quarterly utilization data through the SFTP and 834 files, or other means of data sharing, of AHCCCS PYT TRBHA enrollment.
 - 2.12.3.1. The TRBHA shall routinely review the member enrollment data transmitted through 834 files, provided by AHCCCS, for identification and awareness of members enrolled with the PTY TRBHA.
- 2.13. The PYT TRBHA will maintain and health information system that collects, integrates, analyzes, validates and reports data necessary to implement care coordination. Data elements must include:
 - 2.13.1. Member demographics
 - 2.13.2. Services provided to Members; and
 - 2.13.3. Other information necessary to guide the selection of and meet the data collection specifications required for care coordination.
- 3. Referral Network
 - 3.1. The PYT TRBHA will refer Members to any AHCCCS-registered providers, including Indian Health Services and Tribally-owned/operated 638 system providers.
 - 3.2. Network Assistance
 - 3.2.1. The PYT TRBHA will track gaps in accessibility of services needed by Members, including identifying barriers to accessing care.
 - 3.2.1.1. The PYT TRBHA will notify AHCCCS-DFSM on an ongoing basis of any identified gaps in AHCCCS-DFSM's provider network and/or any

- identified barriers to accessing care including gaps in services, providers not accepting AIHP, etc. as described in the Chart of Deliverables.
 - 3.2.1.2. The PYVT TRBHA will assist AHCCCS-DFSM in identifying any gaps in AHCCCS-DFSM's provider network involving providers with specialized behavioral health competencies for children/adolescents and adults including developmental disability, sexual offender treatment, sexual abuse trauma, and adolescent substance use and misuse services.
 - 3.2.1.3. The PYVT TRBHA will assist AHCCCS-DFSM in identifying the number of providers competent in delivering services to Members with developmental disabilities and the number of providers with bilingual capabilities (including sign language).
 - 3.2.1.4. When barriers to accessing care or gaps in services are identified, AHCCCS-DFSM will assist the PYVT TRBHA in obtaining necessary services, as well as work to address any systemic issues identified.
 - 3.2.2. Nothing in this section will be construed to require the PYVT TRBHA to provide AHCCCS with an "inventory" of providers serving Members.
 - 3.2.3. AHCCCS-DFSM will notify the PYT TRBHA of changes to the Fee-for-Service network due to provider termination or suspension. If AHCCCS makes such a change to the provider network, the PYT TRBHA will collaborate with AHCCCS-DFSM to identify Members who need to transition to a different provider and will work on ensuring continuity of care for members.
- 3.3. The PYT TRBHA will collaborate with AHCCCS to ensure that providers will not be restricted or inhibited in any way from communicating freely with or advocating for individuals regarding:
- 3.3.1. Behavioral health care, medical needs and treatment options, even if needed services are not covered by AHCCCS or if an alternate treatment is self-administered;
 - 3.3.2. Any information the behavioral health recipient needs in order to decide among all relevant treatment options;
 - 3.3.3. The risks, benefits, and consequences of treatment or non-treatment; and
 - 3.3.4. The behavioral health recipient's right to participate in decisions regarding his or her behavioral health care, including the right to refuse treatment, and to express preferences about future treatment decisions.
4. Collaboration with Other Entities
- 4.1. In performing care coordination services, the PYT TRBHA will work collaboratively with any entity necessary to the effective treatment of Members, including, but not limited to:
 - 4.1.1. Agencies of the State of Arizona, including AHCCCS, the Arizona Department of Economic Security ("ADES"), the Arizona Department of Public Safety, the Administrative Office of the Courts, and the Arizona Department of Corrections.
 - 4.1.2. Tribal governmental entities.
 - 4.1.3. AHCCCS Complete Care (ACC) health plans, Regional Behavioral Health Authority-affiliated ACC and other Tribal Regional Behavioral Health Authorities.
 - 4.1.4. County and local governmental agencies, including the courts, the probation departments and jails.

- 4.1.5. American Indian Medical Home (AIMH).
- 4.2. Collaboration activities will include:
 - 4.2.1. Coordinating the delivery of behavioral health services to Members served by more than one entity, including:
 - 4.2.1.1. Sharing information among the entities;
 - 4.2.1.2. Resolving problems;
 - 4.2.1.3. Identifying resources that each entity will contribute to the care and support of Members; and
 - 4.2.1.4. Arranging for co-location as applicable.
 - 4.2.2. Coordinating the care of Members co-enrolled with the ADES, Division of Developmental Disabilities ("DDD"), including:
 - 4.2.2.1. Working directly with DDD staff and service providers involved with the Member;
 - 4.2.2.2. Providing assistance in managing difficult behaviors;
 - 4.2.2.3. Inviting DDD staff to participate in the development of the behavioral health services plan and all subsequent planning meetings as part of the clinical team; and
 - 4.2.2.4. Exchanging information regarding the initial assessment, and Individual or Family Support Plan.
 - 4.2.2.5. AHCCCS and DES will work to ensure that the PYT TRBHA and DDD members are consulted as to the member's preferred behavioral health assignment.
 - 4.2.3. Coordinating the care of members involved in the justice system including:
 - 4.2.3.1. Working directly with Justice partners and service providers involved with the Member including:
 - 4.2.3.2. Exchanging information regarding the Member's current needs or service plan, in compliance with all applicable laws and regulations.
 - 4.2.4. Coordinating the care of Members empaneled with an AIMH including but not limited to:
 - 4.2.4.1. Working directly with AIMH Case Manager's or care team involved in the Member's care and exchanging information regarding the member's current needs or service plan.
- 4.3. The PYT TRBHA agrees to meet periodically with AHCCCS outside of clinical staffing.
 - 4.3.1. These meetings will be held to address coordination of care issues, compliance coordination, collaboration issues, and to solve any other identified problems.
 - 4.3.2. The frequency of these meetings will be often enough to identify and resolve issues in a timely manner but held at least semi-annually.

- 4.3.3. The meetings will be attended by PYT TRBHA staff who have sufficient program and administrative knowledge and authority to resolve issues.
- 4.4. The PYT TRBHA agrees to address and attempt to resolve coordination of care issues at the lowest possible level. In the event that the PYT TRBHA is unable to resolve an identified issue, the PVTPYT TRBHA will forward the following in writing or by email to AHCCCS:
 - 4.4.1. The issue that the PYT TRBHA is unable to resolve;
 - 4.4.2. The actions already taken have not resulted in resolution of the issue, including the Care Management Assistance Request Form when appropriate; and
 - 4.4.3. Recommendations for resolution of the problem.
- 4.5. AHCCCS will work with providers regarding their contractual obligations to coordinate care with the PYT TRBHA and provide appropriate member information as needed.

5. Performance Standards

AHCCCS-DFSM will, at a minimum, conduct a biennial Administrative/Operational Review for the purpose of ensuring compliance with this Agreement. Operational Reviews will be conducted to recommend improvements, monitor PYT TRBHA's progress toward implementing mandated programs and work plans, and provide the PYT TRBHA with technical assistance as necessary.

- 5.1. The TRBHA shall meet full compliance for all standards of the IGA. Compliance is defined as the following:
 - 5.1.1. 90%-100% Full
 - 5.1.2. 75%-89% Substantial Compliance
 - 5.1.3. 50%-74% Partial Compliance
 - 5.1.4. 0%-49% Non Compliance
- 5.2. The Operational Review will aim to ensure the PVTPYT PYT TRBHA is meeting Full Compliance for each Standard identified in the Operational Review Tool. The Operational Review Tool will be provided to the PVTPYT TRBHA sixty (60) days before the review is scheduled to occur. In preparation for the Operational Review, AHCCCS-DFSM will work with the PYT TRBHA to identify and request records needed for the Review, and to obtain a right of entry if an inspection is part of the Review. Prior to finalizing the Operational Review Tool, AHCCCS-DFSM will provide the OR Tool to the PYT TRBHA for review and feedback. AHCCCS will provide the PVTPYT TRBHA a report of the Operational Review findings within sixty (60) days of completing the Operational Review. The PYT TRBHA may request a meeting with AHCCCS-DFSM to discuss the Operational Review findings within thirty (30) days of AHCCCS sending the Operational Review findings.
- 5.3. If the PYT TRBHA does not meet Full Compliance pertaining to the Standards outlined in the Operational Review Tool, AHCCCS will notify the PYT TRBHA and collaboratively develop

a work plan to address the identified Standards. The TRBHA shall submit a work plan for those standards not meeting Full Compliance.

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

C. Block Grant Funded Services

1. The Substance Use Prevention Treatment and Recovery Services (SUPTRS) Block Grant (SUBG) referred throughout as SUBG, (formerly known as Substance Abuse Prevention and Treatment Block Grant (SABG)) and Mental Health Block Grant (MHBG) are annual formula grants provided to the states as authorized by the U.S. Congress to support behavioral health services. AHCCCS is the designated Single State Agency to administer Block Grants in Arizona. AHCCCS will communicate to the PYT TRBHA of the availability of new grant resources received and made available by the State of Arizona, and the ability and process for requesting additional funds as needed. Refer to AMPM Policy 320-TI and AMPM Policy 300-2B for additional guidance related to Non-Title XIX/XXI behavioral health services funded by Block Grants and Discretionary Grants.
2. General Requirements
 - 2.1. The PYT TRBHA will ensure that services funded under the federal Block Grants meet all legal requirements of the respective block grant.
 - 2.2. The PYT TRBHA will establish a mechanism for determining eligibility for utilization of Block Grant funding.
 - 2.3. The PYT TRBHA will ensure that Block Grant funds are the payer of last resort. This shall not be interpreted as being in conflict with the Indian Health Service definition of payer of last resort as defined in federal regulations.

3. General Prohibitions. The PYT TRBHA will not expend Block Grant funds on the following activities:

- 3.1. To provide inpatient hospital services, with the exception of detox services (only if provided in an Outpatient setting, a free-standing Level I sub-acute facility, or Rural Substance Use Transitional Center) and as provided in 4.3. below.
- 3.2. To make cash payments to intended recipients of health services.
- 3.3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment.
- 3.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds (Maintenance of Effort).
- 3.5. To provide financial assistance to any entity other than a public or nonprofit private entity.
- 3.6. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS or Hepatitis-C.
- 3.7. To pay salary of an individual through a grant or other extramural mechanism at a rate in excess of Level I of the Executive Salary Schedule for the award year; see <http://grants.nih.gov/grants/policy/salcapsummary.htm>
- 3.8. To purchase treatment services in penal or correctional institutions.
- 3.9. To provide acute care or physical health care services including payments of co-pays.
- 3.10. To make flex funds purchases.

4. Substance Use Block Grant Requirements.

- 4.1. Purpose: The SUBG supports primary prevention activities, as well as treatment and recovery services for underinsured individuals with a substance use disorders (SUD). It is used to plan, implement, and evaluate activities to prevent and treat substance abuse and misuse. Grant funds are also used to provide early intervention services for HIV and tuberculosis disease in high-risk users. SUBG treatment services shall be provided to eligible and priority populations as outlined in AMPM 320-T1.
- 4.2. SUBG funds are used to ensure access to treatment and long-term recovery support services for (in order of priority):

- 4.2.1. Pregnant women/teenagers who use drugs by injection;
 - 4.2.2. Pregnant women/teenagers with a SUD;
 - 4.2.3. Other individuals who use drugs by injection;
 - 4.2.4. Women and teenagers with a SUD, with dependent children and their families, including women who are attempting to regain custody of their children; and
 - 4.2.5. All other individuals with a SUD, regardless of gender or route of use, (as funding is available).
- 4.3. As a condition of receiving SABG SUBG Treatment funding, the PVT TRBHA will establish mechanisms to ensure the following, as outlined in AMPM 320-T1:
- 4.3.1. Capacity Management
 - 4.3.1.1. The PYT TRBHA shall require any program receiving funding under the grant to inform the PYT TRBHA of any capacity issues that impact the ability to admit individuals within seven (7) calendar days. The PTY TRBHA shall notify AHCCCS of such capacity issues as soon as possible, but no more than five (5) calendar days after becoming aware of them. Providers should consider factors such as available staffing, bed availability (where applicable), clinical staffing ratios, hours of operations, and other operational constraints when determining capacity management.
- 4.4. Wait Times and Interim Services
- 4.4.1. Each pregnant women/teenager who requests and is in need of substance use disorder treatment shall be admitted as soon as clinically indicated, consistent with priority population requirements under 45 CFR §96.131, with the goal of admission within forty-eight (48) hours when capacity permits.
 - 4.4.2. Each woman with dependent children shall be admitted as soon as clinically indicated, and consistent with Substance Use Prevention, Treatment and Recovery Services Block Grant (SUBG) priority population requirements, with the goal of admission within five (5) days when capacity permits.
 - 4.4.3. Each person who uses drugs by injection shall be admitted as soon as clinically indicated, consistent with priority population requirements under 45 CFR §96.126, with the goal of admission within fourteen (14) days when capacity permit.
- 4.5. Ensure that the programs develop a mechanism for maintaining contact with the individuals awaiting admission.
- 4.6. Provide interim services within 48 hours and through admission to treatment as defined and required by 45 CFR 96.126.
- 4.7. Waitlist/Waitlisting Requirements, including but not limited to:

- 4.7.1. As applicable, the TRBHA shall submit to the AHCCCS Quality Management (QM) Portal information for priority population members who are awaiting placement into SUD treatment services, regardless of level of care.
 - 4.8. The TRBHA shall ensure that individuals with substance use disorders are referred for tuberculosis services, such as counseling, testing, medical evaluation and treatment as specified in 45 CFR 96.127.
 - 4.9. The PYT TRBHA shall make available HIV early intervention services to individuals undergoing treatment for substance use, as specified in 45 CFR 96.121.
 - 4.10. Charitable choice requirements:
 - 4.10.1. The TRBHA shall ensure members receiving SUD treatment services under SUBG are made aware of their right to receive services from a provider to whose religious character they do not object.
5. SUBG Primary Prevention
- 5.1. Subject to the availability of funds, the PYT TRBHA will develop and implement substance use primary prevention services. Primary prevention services will be made available for all individuals and groups not identified to be in need of treatment, for the purpose of reducing the risk of development or emergence of substance use disorders.
 - 5.1.1. The PYT TRBHA will utilize evidence-based prevention strategies or promising practices. Promising practices include concepts such as culture as prevention, traditional healing and other identified protective factors in tribal communities. Any change to the PYT TRBHA's selected program(s) must be approved in advance by AHCCCS.
 - 5.1.2. The PYT TRBHA will submit to AHCCCS every three years a Strategic Prevention Plan for the state fiscal year timeline which includes the activities for delivering and sustaining effective prevention services.
 - 5.1.3. The PYT TRBHA will submit to AHCCCS annually a Prevention Logic Model encompassing all prevention activities being proposed and implemented for the upcoming State Fiscal Year. The PYT TRBHA may request a template from AHCCCS Division of Behavioral Health and Housing.
 - 5.1.4. The PYT TRBHA will submit to AHCCCS an annual Prevention Budget detailing the planned expenditures under SUBG Prevention dollars for the State Fiscal Year using the AHCCCS provided budget template.

- 5.1.5. The PYT TRBHA will submit quarterly Prevention Progress Reports, including but not limited to, community network collaborations, coalition efforts, prevention providers meetings, trainings, and community events and outreach activities.
- 5.2. The TRBHA shall track and report prevention activities and expenditures in a manner required by SAMHSA and AHCCCS. Subject to change per federal requirements, this may include, but is not limited to:
 - 5.2.1. Primary prevention expenditures by Institute of Medicine (IOM) Category and Center for Substance Abuse Prevention (CSAP) Strategy
 - 5.2.2. Number of evidence-based programs and dollars spent on evidence-based programs by IOM category
 - 5.2.3. Progress and barriers towards AHCCCS SUBG prevention priority area goals and objectives
 - 5.2.4. Populations and substances targets
 - 5.2.5. CSAP strategy detail
 - 5.2.6. Number of persons served with individual-based programs and strategies by age, gender, race, and ethnicity
- 5.3. Refer to AMPM 320-T1 and SUBG FAQs for additional information on SUBG primary prevention.

6. Mental Health Block Grant

- 6.1. The MHBG establishes or expands an organized community- based system of care for providing mental health services to adults determined to have a serious mental illness ("SMI") and children determined to have a serious emotional disturbance ("SEDO").
- 6.2. Services funded through the MHBG are based on available funding. The PVTPYTTRBHA will prioritize expenditures of block grant funds and delivery of services for the following priority populations:
 - 6.2.1. Non-Title XIX/XXI SMI; and
 - 6.2.2. Non-Title XIX/XXI SED
- 6.3. The PYT TRBHA shall submit quarterly MHBG Program Status Reports to include information on SMI and SED services and activities within fifteen (15) calendar days following the close of each quarter. AHCCCS Division of Behavioral Health and Housing will provide the reporting template.

D. Crisis Response System

- 1. The PYT TRBHA will maintain a twenty-four (24) hours per day, seven (7) days per week crisis response system.
- 2. The crisis response system will fulfill the following requirements:

- 2.1. The PYT TRBHA will have one toll free crisis telephone number and may have a local crisis telephone number. The crisis telephone number will be widely publicized within the service area. Having one publicized telephone crisis response line for the service area does not preclude the PYT TRBHA from allowing or requesting providers to be the primary contact for crisis calls from behavioral health recipients that the provider serves.
- 2.2. A telephone crisis response line will be sufficiently staffed to meet the reasonably expected service demand of all individuals in the service area. The crisis phone response service will, to the extent possible, be answered within three (3) telephone rings. Crisis phone response will provide include triage, referral, service provider dispatch, and direct patching to and from 911 and other crisis providers, enabling direct connection to the crisis response system. as applicable.
- 2.3. Response to crisis calls will be designed to meet the immediate and urgent response requirements as outlined in the AHCCCS policy and have the ability to record referrals, dispositions, and overall response time.
- 2.4. The PYT TRBHA will coordinate with appropriate providers to obtain substance use disorder/psychiatric stabilization services for Members on a 24-hour basis.
- 2.5. The crisis response system may respond with any of the services outlined in the Scope of Work of this Agreement, but the service will be clinically responsive to the needs of the individual.
- 2.6. Services provided in response to immediate and urgent response needs will be provided in order to intervene and offer resolutions, not merely triage and transfer, and will be provided in the least restrictive setting possible, consistent with individual and family need and community safety.
- 2.7. The crisis response system must have the capacity to communicate with individuals who do not speak or understand English.
- 2.8. The PYT TRBHA's customer service will have patch capabilities to the crisis response system.
- 2.9. To the extent possible, the PYT TRBHA will initiate and maintain a collaborative effort with fire, police, emergency medical services, hospital emergency departments, AHCCCS Health Plans and other providers of public health and safety services as appropriate, to inform them of how to use the crisis response system. To the extent possible, the PYT TRBHA will meet periodically with representatives of fire, police, emergency medical services and hospital emergency departments to coordinate services and to assess and improve the PYT TRBHA's crisis response services.

- 2.10. To the extent possible, the PYT TRBHA is responsible for coordinating psychiatric and/or psychological consultations provided to Title XIX and Title XXI enrolled behavioral health recipients in emergency room settings.
- 2.11. If a provider determines that the person receiving services may need court-ordered evaluation and the person is off reservation, the PYT TRBHA will comply with relevant state law (A.R.S. Title 36, Chapter 5, Article 4). If the individual is on reservation the PYT TRBHA will comply with the relevant laws of the Pascua Yaqui Tribe.
- 2.12. If a Tribal Court orders an involuntary commitment for inpatient treatment, AHCCCS will assist the PYT TRBHA in admitting the patient in the appropriate facility.

E. Individuals Identified to Have a Serious Emotional Disturbance (SED)

1. The PYT TRBHA shall have policies and procedures in place for the effective and efficient identification of children and adolescents who have a Serious Emotional Disturbance (SED) and need intensive services including those not covered by Title XIX/XXI.
2. The PYT TRBHA shall utilize the DUGless portal to submit identification requests for SED members.
3. The PYT TRBHA shall assist members in accessing services utilizing non-Title XIX funding sources through referral and care coordination activities.

F. Individuals Determined to Have a Serious Mental Illness

1. Overview: Individuals who have been determined to have a serious mental illness have distinct behavioral health care needs. AHCCCS and the PYT TRBHA are committed to meeting the behavioral health care needs of individuals who have been determined to have a Serious Mental Illness(SMI). Towards that end, the PYT TRBHA will fulfill the additional requirements set forth in this section to meet the needs of persons with a serious mental illness.
2. Eligibility Determinations for Serious Mental Illness
 - 2.1. The PYT TRBHA will conduct reviews to determine if an adult person is seriously mentally ill as defined in A.R.S. § 36-550(4) in accordance with the Arizona Administrative Code Title 9, Chapter 21, Article 3 and the SMI Eligibility Determination Policy contained within the AHCCCS Medical Policy Manual ("AMPM") Policy 320-P. These reviews will be conducted for all individuals who request a determination or those who meet criteria during an assessment as outlined in the AHCCCS policy.
 - 2.2. The PYT TRBHA will ensure that processes developed and utilized to determine if an individual has a serious mental illness do not result in barriers for behavioral health recipients and

excessive expense due to multiple layers of reviews beyond what is required by the SMI Eligibility Determination Policy.

- 2.3. When members with an SMI determination change health plans the TRBHA shall complete and electronically transmit the appropriate Enrollment Transfer Information (ETI) Form to the receiving ACC RBHA or FFS Program within 10 business days

3. Delivery of Services. Delivery of services for individuals determined to have a serious mental illness will comply with Arizona Administrative Code Title 9, Chapter 21. In addition to the other services described in this Scope of Work, the PYT TRBHA will fulfill the following services delivery requirements for Members who have been determined to have a serious mental illness.

- 3.1. Special Assistance

- 3.1.1. Special Assistance is the support provided to an individual determined to have a Serious Mental Illness who is also unable to articulate treatment preferences and/or participate effectively in the development of the Individual Service Plan (ISP), Inpatient Treatment and Discharge Plan (ITDP), grievance investigation and/or appeal processes due to cognitive/intellectual impairment and/or a medical condition.

- 3.1.2. The PYT TRBHA will require its staff serving individuals with a SMI to have the necessary skill and knowledge to identify and refer all individuals in need of Special Assistance to the AHCCCS Office of Human Rights (OHR) under the Division of Behavioral Health and Housing (DBHH) The PYT TRBHA will require its staff serving persons with a SMI to communicate regularly with any individual designated by the AHCCCS Office of Human Rights (OHR advocate, guardian, family member or friend) to provide Special Assistance to the PYT TRBHA's Member.

- 3.1.3. The PYT TRBHA will add the requirements of E.3.1.2 and E.3.1.3 to its contracts with subcontractors serving persons with a SMI.

- 3.1.4. AHCCCS DFSM will assist the PYT TRBHA in coordination, communication, and engagement activities with AHCCS OHR.

- 3.1.5. The PYT TRBHA shall submit to the AHCCCS-DFSM any reports and other deliverables related to Special Assistance as detailed in the AHCCCS Medical Policy Manual, Policy 320-R

- 3.2. Housing Program

- 3.2.1. At AHCCCS' discretion and in collaboration with the PYT TRBHA, the development of SMI housing will be based upon the availability of funding, approval of the PYT TRBHA's spending plan, and the identified need of the Members.

- 3.2.2. Off-Reservation Residential Placements or Independent Housing: In the event the PYT TRBHA is placing individuals with a serious mental illness in a residential program or any community living arrangement, the PYT TRBHA shall follow SAMHSA Evidence Based Practices concurrent with the Member's choice.
- 3.2.3. To the extent possible, the PYT TRBHA will assess the living situation for all persons with a serious mental illness to ensure that the person's basic needs are met in an environment that is safe, secure and consistent with their behavioral needs. TRBHA shall have a policy/protocol for assessing the living situation for all individuals with an SMI determination. Living situations shall be assessed at the time of treatment plan or service plan changes or annually, at a minimum.
- 3.2.4. To the extent possible, the PYT TRBHA will ensure that any situations observed that pose a threat to the health or safety of an individual is promptly resolved.
- 3.2.5. The PYT TRBHA will use its best efforts to assist individuals interested in moving to locate alternative settings with appropriate support, consistent with their individual needs and preferences.
- 3.3. Services for Incarcerated Individuals Determined to have a Serious Mental Illness
 - 3.3.1. To the extent possible, the PYT TRBHA will work with jails and prisons to coordinate the discharge and transition of incarcerated individuals to ensure the continuation of prescribed medication and other behavioral health services.
 - 3.3.2. To the extent possible, the PYT TRBHA will collaborate with the appropriate County and Tribal jail diversion programs and providers for individuals with a serious mental illness.
- 3.4. Arizona State Hospital
 - 3.4.1. To the extent possible, the PYT TRBHA will collaborate with the Arizona State Hospital administration and agree upon protocols for referral, coordination of care, and discharge planning.
 - 3.4.2. AHCCCS will coordinate with ADHS, as needed, to assist the PYT TRBHA with coordinating admissions, treatment and discharge planning, and with the patient health information and medical records request with the Arizona State Hospital.
 - 3.4.3. The PYT TRBHA will make a good faith effort to ensure coordination and continuity of care for Members admitted to the Arizona State Hospital including:
 - 3.4.3.1. Diversion of potential admission from the Arizona State Hospital, as appropriate;

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

G. Member Complaints, Grievances, and Appeals

1. The PYT TRBHA will ensure that Members are aware of their rights and how to file a complaint, grievance and/or appeal.
2. The PYT TRBHA will work with each Member to attempt resolution of the matter at the lowest level possible.
3. For complaints: the PYT TRBHA will develop and implement written internal procedures that guide the informal dispute resolution process including timeframes for resolution.
4. Grievances and appeals for Members who have not been determined to have an SMI:
 - 4.1. For any adverse action taken by AHCCCS (e.g., denial of prior authorization for an AHCCCS-covered service), the PYT TRBHA will assist the Member in filing and pursuing any applicable grievance and/or appeal.
 - 4.2. For any adverse action taken by the PYT TRBHA (e.g., denial of a block grant service) for members residing off-reservation, the PYT TRBHA will create an internal process that provides an equivalent right of appeal as the procedures described in Arizona Administrative Code Title 9, Chapter 34, Article 2.
 - 4.3. For any adverse action taken by the PYT TRBHA for members residing on-reservation, the relevant policies in the Member Handbook will be followed. The PYT TRBHA will ensure

members residing on-reservation have equivalent rights of appeal to the procedures described in Arizona Administrative Code Title 9, Chapter 34, Article 2.

5. Grievances and appeals for Members who have been determined to have an SMI

- 5.1. For any adverse action taken by AHCCCS (e.g., denial of prior authorization for an AHCCCS-covered service), the PYT TRBHA will assist the Member in filing and pursuing any applicable grievance and/or appeal.
- 5.2. For any adverse action taken by the PYT TRBHA (e.g., denial of SMI eligibility):
 - 5.2.1. As appropriate, the PYT TRBHA will comply with the appeals, grievances and requests for investigation processes described in Arizona Administrative Code Title 9, Chapter 21, Article 4.
 - 5.2.2. As appropriate, the PYT TRBHA will assist AHCCCS in processing SMI grievances and appeals by ensuring its staff comply with procedural requirements include, but not limited to, the provision of required notices to individuals with a serious mental illness, participating in an investigation, providing requested documents, participating in informal conferences or administrative hearings, as necessary.
- 5.3. AHCCCS will work collaboratively with the PYT TRBHA in identifying any actions to be taken resulting from an SMI grievance or appeal subject to the above sections.

H. Quality Management

- 1. The PYT TRBHA will institute processes to assess, plan, implement and evaluate the quality of care and quality of service provided to Members. The PYT TRBHA will identify quality of care concerns and accept quality of care referrals from any source.
- 2. As appropriate, the PYT TRBHA will work with AHCCCS Division of Fee-for-Service Management (DFSM) Quality Management (QM) on reporting and performance improvement activities in accordance with AHCCCS Medical Policy Manual (AMPM) 830.
 - 2.1. The PYT TRBHA will work with DFSM QM on reporting of Incident/Accident/Death (IAD) and Quality of Care (QOC) activities which require elevation to the DFSM QM's attention and in accordance with the AMPM Policy 9 61. The PYT TRBHA will provide all pertinent information and clinical documentation regarding such incidents.
 - 2.2. The PYT TRBHA will adhere to the following timelines for high-profile, urgent, and non-urgent concerns.

- 2.2.1. For high-profile cases, the PYT TRBHA will make a good faith effort to inform AHCCCS within one (1) calendar day of its knowledge of incidents/accidents involving Member(s). These high-profile incidents/accidents include any situation or occurrence that involves a Member, behavioral health provider, and/or the PYT TRBHA that has resulted or has the potential to result in media attention/involvement.
- 2.2.2. For high-profile cases, initial notification of incident shall be communicated to AHCCCS DFSM QM immediately, but no later than 24 hours, of the PYT TRBHA becoming aware of the concern. It shall be followed up with an initial finding report uploaded to the attachment section of the QOC file within the AHCCCS QM Portal within seven (7) business days (e.g. media alerts, immediate jeopardy, or other imminent health and safety situations).
- 2.2.3. For urgent concerns, the PYT TRBHA shall schedule a due date and assign an investigator to resolve the case within thirty (30) calendar days from the date of opening (e.g. member safety or placement concerns are present).
- 2.2.4. For non-urgent concerns, the PYT TRBHA shall schedule a due date and assign an investigator to resolve the case within sixty (60) calendar days from the date of opening (e.g. , when member safety or placement is not a concern).
- 2.2.5. The PYT TRBHA shall track concerns that have aged to greater than sixty (60) calendar days and shall develop an action plan to address these cases.
- 2.3. For systemic concerns, the initial findings report shall be submitted via secure email to the AHCCCS QM Administrator, Integrated Services Administrator, and the DFSM QM email box address.
- 2.4. All reports of incident/accident/death and Internal Referral Forms (IRFs), including incidents of abuse, neglect, exploitation, healthcare-acquired conditions and unexpected deaths for all Members must be forwarded to AHCCCS-DFSM QM and include all pertinent information and clinical documentation related to the incident. The PYT TRBHA shall submit these through the Quality Management (QM) portal. AHCCCS and the PYT TRBHA may work collaboratively to investigate and resolve the report.
- 2.5. The PYT TRBHA will work to disposition unreviewed IAD cases in the QM Portal and make the following determination: 1) the IAD is determined not to be a QOC and is closed, 2) the IAD is determined to be a QOC and is opened to investigate, or 3) the case is elevated to AHCCCS-DFSM QM, if appropriate. Cases should be reviewed within one (1) business day.

- 2.5.1. When the IAD is determined not to be a QOC, the PYT TRBHA will clearly document the rationale for the determination and the appropriate process that will be followed to address the concern.
 - 2.5.2. Resolution of the cases will include the closing severity level, as defined in AMPM 830, and overall case determination (e.g. substantiated, unsubstantiated, or unable to substantiate), and the findings summary report will be submitted to the QM portal.
- 2.6. The PYT TRBHA will assist AHCCCS in tracking and trending, and in providing assistance to Members in a timely manner, when there are quality of care or quality disruption of service concerns including access to care and/or gaps in services related to member issues.
- 2.7. The PYT TRBHA will actively participate in data collection and analysis in partnership with AHCCCS. As appropriate, information may be shared among AHCCCS, the AHCCCS Complete Care (ACC) health plans and affiliated Regional Behavioral Health Authorities, and the PYT TRBHAs to improve coordination of care throughout AHCCCS.
- 2.8. The PYT TRBHA will assist AHCCCS-DFSM QM, as needed, in the process to provide resolution of any quality-of-care issues. Member and systemic resolutions may occur independently from one another.
- 2.9. AHCCCS will assist the PYT TRBHA with quality-of-care concerns. To the extent possible, AHCCCS will provide information in a timely manner about the status and the resolution of critical quality of care concerns.
3. The PYT TRBHA will perform necessary wellness checks on their Members (PYT members) at the request of AHCCCS-DFSM QM following an incident that may or may not involve their Member (PYT member) but involves an AHCCCS registered provider who is known to be or may be serving the PYT TRBHA's members.
4. The PYT TRBHA will inform AHCCCS in writing upon identifying excluded providers and entities providing services to PYT TRBHA members.
5. The PYT TRBHA will coordinate with AHCCCS when Members placed in facilities must be relocated due to quality of care or disruption of service concerns.
6. The PYT TRBHA will provide AHCCCS with a Quality Management/Serious Incident contact individual.
7. The PYT TRBHA will provide clinical supervision, routine training and technical assistance to its personnel based, in part, on AHCCCS' or the PYT TRBHA's monitoring findings and corrective

actions. Training shall include QM processes including reporting, investigating, and closing out of IADs. Staff will be trained on tracking and trending and identifying systemic concerns to report back to AHCCCS DFSM.

8. Behavioral Health Recipient Satisfaction Survey(s): The PYT TRBHA will develop and implement the annual satisfaction survey.

- 8.1. Two surveys will be implemented: 1) an Adult Member Survey and, 2) a Youth Services Survey for Families.

- 8.2. The PYT TRBHA will use findings from the Satisfaction Survey to improve care for Members.

- 8.3. The PYT TRBHA will analyze and report the results of member surveys to AHCCCS, including any identified trends. Upon request, the PYT TRBHA will send completed member surveys to AHCCCS.

I. Communication with Members, Members' Families, Stakeholders and Providers

1. The PYT TRBHA will be proactive in communicating information to Members, Members' families, stakeholders, and providers to foster a community that understands the behavioral health delivery system. Such communication will include:
 - 1.1. How to access services, including emergency behavioral health/crisis services;
 - 1.2. What covered behavioral health services are available;
 - 1.3. Information on prevention and treatment of behavioral health problems;
 - 1.4. Customer service contact information, for both the PYT TRBHA and AHCCCS;
 - 1.5. Information pertaining to new initiatives, projects, programs, and/or opportunities within the behavioral health system; and
 - 1.6. Information describing the AHCCCS registered-provider network
2. Upon request, the PYT TRBHA will assist AHCCCS in the dissemination of information to Members prepared by the federal government or AHCCCS. The cost of disseminating and communicating information to Members will be borne by the PYT TRBHA.
3. All advertisements, publications, and printed materials which are produced by the PYT TRBHA that refer to AHCCCS-covered services will state that such services are funded through AHCCCS.

4. Communications with Members

4.1. Written Communication

4.1.1. The PYT TRBHA will educate Members about covered behavioral health services including where and how to access services. Upon request, all materials created will be shared with AHCCCS.

4.1.2. Member Handbook.

4.1.2.1. The PYT TRBHA will provide each Member with a Member Handbook based on a template provided by AHCCCS that the PY TRBHA may adapt with PY TRBHA specific information. The Member Handbook may be distributed in an electronic format.

4.1.2.2. The Member Handbook will be reviewed and updated by the PYT TRBHA at least annually.

4.1.2.3. The Member Handbook will be provided to Members within ten (10) days of receiving a first service.

4.1.2.4. The PYT TRBHA's updated Member Handbook must be provided to all Members on an annual basis.

4.1.2.5. The TRBHA shall maintain receipt and acknowledgement of the Member handbook by the member

4.1.3. Other information

4.1.3.1. Written material will contain easily understood language and format. The PYT TRBHA will make every effort to ensure that all information prepared for distribution to behavioral health recipients is written in easily-understood language.

4.1.3.2. When there are significant program changes, written notification will be provided to the affected individuals at least thirty (30) days before implementation.

4.1.3.3. All informational materials intended for distribution to Members will be reviewed for accuracy by the PYT TRBHA.

4.2. Oral Interpretation Requirements: the PYT TRBHA will make oral interpretation services available free of charge to all individuals enrolled with AHCCCS based on eligibility for federally- funded services. This applies to all non-English languages, not just those that the PYT TRBHA identifies as prevalent.

5. Written Translation Requirements

- 5.1. All materials will be translated into another language when the PYT TRBHA is aware that the other language is primarily spoken by three thousand (3,000) individuals or ten percent (10%), whichever is less, of behavioral health recipients in the service area who also have Limited English Proficiency (LEP).
- 5.2. All vital material should be translated into another language when the PYT TRBHA is aware that the other language is spoken by one thousand (1,000) or five percent (5%), whichever is less, of behavioral health recipients in the service area who also have LEP. Vital materials include, at a minimum, notice for denials, reductions, suspensions or terminations of services and consent forms.
- 5.3. All written notices informing individuals of their right to interpretation and translation services will be translated when the PYT TRBHA is aware that one thousand (1,000) or five percent (5%), whichever is less, of the behavioral health recipients in the service area speak that language and have (LEP).
- 5.4. Written materials will be available in alternative formats for the visually impaired.
- 5.5. The PYT TRBHA will inform all behavioral health recipients that information is available in alternative formats and how to access those formats.

6. Communications with Members' Families, Stakeholders, and State Agencies

- 6.1. The PYT TRBHA will, at a minimum, make available the following general written information:
 - 6.1.1. Where and how to access behavioral health services including emergency behavioral health/crisis services;
 - 6.1.2. Information on the family members' role in the assessment and treatment for behavioral health recipients;
 - 6.1.3. Generic information on the treatment of behavioral health problems;
 - 6.1.4. Any limitations in involving family members or providing Members' information for adult individuals who do not want information shared with family members;
 - 6.1.5. Customer service telephone numbers and hours of operation;
 - 6.1.6. How to identify and contact a behavioral health recipient's Health Plan and Provider Coordinator(s) (to the extent applicable to PYT TRBHA), and
 - 6.1.7. Covered behavioral health services.
- 6.2. The PYT TRBHA will give the above stated written materials to providers to distribute to family members.

7. Member Information to Family Members

- 7.1. The PYT TRBHA will encourage adult individuals to include family members in the assessment and treatment for Members, unless it is contraindicated by family circumstances.
- 7.2. The PYT TRBHA will ensure that information regarding Members is shared only in accordance with confidentiality and HIPAA rules and policy as outlined in Federal, State and Tribal law.

8. Web Posting/Online Media

- 8.1. The PYT TRBHA will maintain a website that is up to date, informative, relative, and user friendly. The website will be organized to allow for easy access of information by behavioral health recipients, family members, providers, and stakeholders.
- 8.2. The website will contain at a minimum the following information or links:
 - 8.2.1. How to access behavioral health services, including crisis contact information;
 - 8.2.2. Member Handbook;
 - 8.2.3. Customer service contact information for the PYT TRBHA and AHCCCS;
 - 8.2.4. PYT TRBHA's hours of operation; and
 - 8.2.5. Information for advocacy organizations, including advocacy for family members.

J. Outreach

- 1. The PYT TRBHA will conduct outreach activities to inform individuals regarding the availability of behavioral health services.
- 2. Outreach activities will include, but are not limited to:
 - 2.1. Participation in local health fairs, or health promotion activities;
 - 2.2. To the extent possible, involvement with local school districts;
 - 2.3. To the extent possible, Routine contact with Behavioral Health Care providers and/or primary care providers (PCPs) and/or their assistants that members receive services from including Indian Health Services and Tribally owned and operated facilities, in addition to; American Indian Medical Homes (AIMH).
 - 2.4. Publication and distribution of informational materials;
 - 2.5. To the extent possible, liaison activities with local and county jails, Arizona Department of Corrections, Arizona Department of Juvenile Corrections, and Tribal jails and detention centers;

- 2.6. To the extent possible, routine interaction with agencies that have contact with substance using pregnant women;
 - 2.7. To the extent possible, development and implementation of outreach programs that identify individuals with co-morbid medical and behavioral health disorders, individuals with co-occurring developmental disabilities and behavioral health disorders, and those who may be determined to have a serious mental illness within the PYT TRBHA's service area, including individuals that reside in jails, homeless shelters or other settings; and
 - 2.8. As appropriate, providing information to mental health advocacy organizations.
3. Family Partnership and Leadership
 - 3.1. The PYT TRBHA will make a good faith effort to have genuine representation of peers, family members and youth who receive services in policy making and leadership roles (e.g., roles or membership on committees and/or advisory groups which develop and implement programs, policies, and quality management activities).
 - 3.2. To the extent possible, the PYT TRBHA will utilize family members, peer-run, family-run, and parent-support organizations to provide technical assistance, training, coaching and support to peers, family members and youth who assume leadership roles within the behavioral health system (i.e., roles or membership on committees and/or advisory groups which develop and implement programs, policies, and quality management activities).
 - 3.3. If no peer-run, family run or parent support organizations exist or have a presence in a certain geographical region, then the PYT TRBHA and providers will work together to strengthen or establish new formal relationships with these organizations.
 4. Outreach activities will include dissemination of information to the general public, other human service providers, county, state and/or tribal governments, school administrators and teachers and other interested parties regarding behavioral health services available to eligible individuals.

K. Key Personnel and Staff Requirements

1. The PYT TRBHA will have a sufficient number of personnel, capable of and devoted to the successful accomplishment of work to be performed under this Agreement based on availability of funding. The PYT TRBHA will ensure that all staff have appropriate training, education, experience, orientation, credentialing and the appropriate licenses, as applicable, to fulfill the requirements of their positions.
2. Key Personnel
 - 2.1. The PYT TRBHA will assign a specific individual or individuals to the following key positions:

- 2.1.1. Director, who has ultimate responsibility to oversee the management of, and adherence to, requirements set forth in this Agreement.
- 2.1.2. Chief Medical Officer, physician, or an advanced mental health Nurse Practitioner, who are licensed in any state, and will be actively involved in all major clinical programs and quality management components, and will ensure timely medical decisions. Additional functions include:
 - 2.1.2.1. Develop, implement and monitor the provision of care coordination, care management and case management functions; and
 - 2.1.2.2. Monitor, analyze and implement appropriate interventions based on utilization data provided by AHCCCS, including identifying and correcting over or under utilization of services.
- 2.1.3. Quality Management Contact/Crisis Contact
 - 2.1.3.1. The QM Contact other PYT TRBHA designated personnel shall be a point of contact responsible for communicating with AHCCCS to coordinate the care of Members during periods when continuation of operation is needed, such as fires or other public emergency situations.
 - 2.1.3.2. The QM Contact individual(s) or other PYT TRBHA designated personnel shall be accessible 24 hours a day, seven days a week to work with AHCCCS and/or other State and/or governmental agencies on urgent issue resolutions.
 - 2.1.3.3. The QM Contact or other PYT TRBHA designated personnel shall have 1) access to information necessary to identify members who may be at risk, their current health/service status, 2) ability to initiate new placements/services, and 3) availability to perform status checks at affected facilities and potentially ongoing monitoring, if necessary.
 - 2.1.3.4. The PYT TRBHA shall supply AHCCCS with the contact information for the QM Contact or other PYT TRBHA designated personnel, such as a telephone number, to call in these urgent situations.
- 2.2. The PYT TRBHA may change the titles noted above so long as the functions of each key position are performed by a separate individual.
- 2.3. The PYT TRBHA agrees that, once assigned to work under this Agreement, removal of Key Personnel will require written notice to AHCCCS within seven (7) calendar days of the PYT TRBHA learning about the intended or finalized resignation or termination.
- 2.4. If Key Personnel are not available for work under this Agreement for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the PYT TRBHA will notify AHCCCS within seven (7) calendar days,

and will, subject to the concurrence of AHCCCS, replace the personnel with other personnel of substantially equal ability and qualifications.

3. Staff Requirements

- 3.1. The PYT TRBHA will maintain organizational, managerial, and administrative systems and staff capable of fulfilling all Agreement requirements.
- 3.2. In addition to the required Key Personnel listed above, at a minimum, the PYT TRBHA will employ, contract with or assign staff to fulfill these identified functions:
 - 3.2.1. Clinical Operations Administrator, who is responsible for clinical program development and oversight of personnel and services to children/adolescents, adults with serious mental illness, adults with substance use disorders and adults with general mental health conditions. Additionally, the Clinical Operations Administrator will oversee vocational/employment and housing.
 - 3.2.2. Prevention Services Administrator, the PYT TRBHA will designate a lead prevention services administrator who will serve as the primary liaison to AHCCCS. The PYT TRBHA will have representation in all AHCCCS-facilitated Prevention Administrator meetings.
 - 3.2.3. Financial Manager, who is responsible for accurate and timely submission of financial reporting requirements.
 - 3.2.4. Quality Management Administrator, who is responsible for oversight of the quality management requirements of the Agreement and coordinates with the AHCCCS DFSM- QM.
 - 3.2.5. Customer Services Administrator, who coordinates communications with eligible and enrolled individuals and acts as, or coordinates with, advocates, providers and others to resolve member/SMI grievances.
 - 3.2.6. Information Systems Administrator, who is responsible for oversight of the management information systems requirements of the Agreement.
 - 3.2.7. Quality Improvement Specialist, who will be a Certified Professional in Healthcare Quality (CPHQ) or have comparable education and experience in data and outcomes measurement; be responsible for improving clinical quality performance measures; develop and implement performance improvement projects; utilize data to develop intervention strategies to improve outcomes; and report quality improvement/performance outcomes.
 - 3.2.8. Care Coordinator(s), who assess the level and type of care needed and develop a care plan, are responsible for starting and ongoing implementation of the care plan, and coordinate the efforts of key support systems.
- 3.3. An individual may fulfill more than one Staff Requirement function so long as that individual can meet all of the duties required of each function required by this Agreement.

4. The PYT TRBHA will maintain the following points of contact:
 - 4.1. Interagency Liaison Contact, who will be a point of contact regarding coordination of care with AHCCCS Health Plans, AHCCCS Complete Care (ACC) affiliated Regional Behavioral Health Authorities (RBHAs), State and Tribal Agencies.
 - 4.2. Child Welfare System Expert, who is an expert in the requirements of the Pascua Yaqui Tribe and Arizona child welfare systems, as applicable, and the special needs of children taken into the care and custody the Arizona Department of Child Safety, the Pascua Yaqui Department of Social Services, and the special needs of adopted children. This expert will assist the PYT TRBHA in designing, implementing and coordinating care for Members.

L. Management Information System

1. The PYT TRBHA will maintain a management information system that meets AHCCCS data processing and interface requirements as outlined in this Agreement and in the following documents incorporated by reference:
 - 1.1. AHCCCS Program Support Policies and Procedure Manual; and
 - 1.2. The Demographic and Outcome Data Set User Guide (DUGless)
2. The management information system will be capable of sending and receiving information to and from AHCCCS and capable of receiving information from service providers. All electronic data submitted will be encrypted per HIPAA privacy security requirements. The PYT TRBHA will have a sufficient number of management information system personnel to support the maintenance and functioning of the management information system. These personnel will have management information system technical knowledge as well as knowledge of health care or behavioral health delivery systems knowledge.
3. If the PYT TRBHA plans to make any modifications that may affect any of the data interfaces, it will first provide AHCCCS the details of the planned changes, the estimated impact upon the interface process, and unit and parallel test files. The PYT TRBHA will allow sufficient time for AHCCCS to evaluate the test data before approving the proposed change. The PYT TRBHA will also notify AHCCCS in advance of the exact implementation date of all changes so AHCCCS can monitor for any unintended side effects of the change.
4. AHCCCS will provide the PYT TRBHA at least ninety (90) days of notice prior to a system change unless it has been determined that the change is immediately needed and vital to system operations.
5. The PYT TRBHA will identify staff who will utilize the PMMIS system, the AHCCCS FTP Server and all other AHCCCS systems that require user registration and monitoring of continued access and discontinuation of access rights of the PYT TRBHA's staff.

II. FINANCIAL PROVISIONS

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

1. AHCCCS will provide to the PYT TRBHA a document detailing the amounts to be paid to the PYT TRBHA by funding source (the "Allocation Schedule" or "Payment Report"). Any deviation from the Allocation Schedule must be approved by AHCCCS in writing. AHCCCS will make payments to the PYT TRBHA in compliance with the Allocation Schedule.
2. Payments are conditioned upon the rights and obligations of this Agreement and the availability to AHCCCS of funds authorized and appropriated by the State Legislature for expenditure in the manner and for the purposes stated in this Agreement. AHCCCS or the State will not be liable for any purchase(s) entered into by the PYT TRBHA in anticipation of such funding.
3. Payments made by AHCCCS to the PYT TRBHA are conditioned upon receipt by AHCCCS of applicable timely, accurate and complete reports, documentation and any other information due from the PYT TRBHA, unless prior written approval waiving such requirement(s) is obtained from the AHCCCS Director or designee. If the PYT TRBHA is in any matter in default in the performance of any material obligation under the Agreement, including in the process of administrative appeal, arbitration, or if financial, compliance or performance audit exceptions are identified, AHCCCS may, at its sole option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception. The PYT TRBHA will have the right to 30 days written notice of AHCCCS' action in adjusting the amount of payment or withholding payment. Under no circumstances will AHCCCS authorize payments that exceed an amount specified in this Agreement without an approved written amendment to the Agreement. AHCCCS may withhold final payment to the PYT TRBHA until all final reports and deliverables are received.
4. The PYT TRBHA will use practices, procedures and standards specified in and required by the State of Arizona Accounting Manual <https://gao.az.gov/state-arizona-accounting-manual-saam> and any Uniform Financial Reporting Requirements in the management, recording and reporting of Agreement funds received from AHCCCS and in producing audited financial statements.
5. Revenue and Expense Report
 - 5.1. AHCCCS will provide the PYT TRBHA with a template entitled "Revenue and Expense Report" that will include a "Disclosures and Adjustments" page/tab. This Report will correlate with the funding sources outlined in the State Fiscal Year (SFY) Allocation Schedule.
 - 5.2. The PYT TRBHA will complete the Revenue and Expense Report on an accrual basis and submit it to AHCCCS-Division of Business and Finance Health Care Finance (DBF HC Finance) no later than sixty (60) days after the end of each quarter as described in the Chart of Deliverables.

- 5.3. Reclassifications, adjustments, titles of positions and number of Full-Time Equivalents funded with Title XIX/XXI Tribal administrative funds, Detailed Disclosure by Program and Expenses Reported for Account 61105 and/or Account 61106, SUBG Detailed Disclosure by Category, Crisis Expenditures Disclosure by Population Percentages (Quarter End June only), any rationale for over/under spending and quarter over quarter change should be noted on the Disclosures and Adjustments page/tab. AHCCCS may revise the Revenue and Expense Report Template to reflect funding, account, and/or disclosure changes. For SUBG, the PYT TRBHA will disclose spending according to the requested category breakout. The PYT TRBHA will disclose adjustments to prior years and prior months in the current year.
6. Funding received through this agreement will be retained by the PYT TRBHA to be used for the sole purpose of providing services required by this Agreement. All funding received under this Agreement must be maintained in a separate fund (account).
7. AHCCCS recognizes that interim financial statements are based on information available at the end of the reporting period, which may be incomplete. Revisions to a prior period will invalidate the previously submitted report.
8. If applicable, the PYT TRBHA will provide AHCCCS with a copy of its most recent Indirect Cost Agreement approval letters from the federal government within seven days of upon receipt by the PYT TRBHA. The PYT TRBHA agrees to cap indirect costs at twenty percent (20%).
9. The PYT TRBHA will have a system to produce complete, timely, reliable and accurate financial records and reports in accordance with the following requirements for financial reporting:
 - 9.1. The PYT TRBHA will design and implement its financial operations system and reports to ensure compliance with Generally Accepted Accounting Principles, Government Auditing Standards and, as applicable, 2 C.F.R. Parts 200 and 300, and 45 C.F.R. Part 75.
 - 9.2. The PYT TRBHA will submit a quarterly Certification Statement signed and dated by the PYT TRBHA's chief financial officer.
 - 9.3. The PYT TRBHA will submit annual audited financial statements to AHCCCS-DHCM no later than nine (9) months after the end of the PYT TRBHA's fiscal year. If the PYT TRBHA expends \$750,000.00 or more in federal awards, it will have a single audit conducted pursuant to 2 C.F.R. Part 200, Subpart F. These audited financial statements must be prepared by an independent auditor and include supplemental schedules and audit opinions.
10. Requests for extension of reporting deadlines will be submitted in writing and must be received by AHCCCS prior to the report due date. Approvals for extension are valid only if issued in writing by AHCCCS.

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

13. "State fiscal year" means the period beginning with July 1 and ending June 30.

14. No profit is allowed under this Agreement. The PYT TRBHA is under no obligation to deliver or pay for services unfunded by the Agreement. The PYT TRBHA will manage allocated funds in a manner sufficient to enable to perform under the Agreement for the entire state fiscal year.

15. Costs and Payments

15.1. Applicable Taxes

15.1.1. Payment of Taxes. The PYT TRBHA will be responsible for paying all applicable taxes.

15.1.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

15.1.3. Tax Indemnification. The PYT TRBHA will pay all Federal, state and local taxes applicable to its operation and any individuals employed by the PYT TRBHA. The PYT TRBHA will 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. The PYT TRBHA will add these requirements to its contracts with subcontractors.

15.1.4. IRS W9 Form. In order to receive payment, the PYT TRBHA will have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

15.2. Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Agreement beyond the current state fiscal year until funds are made available for performance of this Agreement.

15.3. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

15.3.1. Accept a decrease in price offered by the PYT TRBHA; or

15.3.2. Cancel the Agreement.

B. Management of Title XIX/XXI Administrative Funding

1. To determine the annual budget for the PYT TRBHA, AHCCCS will take into account the number of staff performing work under the Agreement, their salaries, the time spent performing duties, caseload

ratios, vehicle costs, Employee Related Expenses ("ERE"), and other indirect costs. The model may be updated yearly as new information becomes available. Based on the annual budget, AHCCCS will make monthly payments to the PYT TRBHA in compliance with A.R.S. Titles 35, 36 and 41.

2. The PYT TRBHA will submit a quarterly report by the 60th calendar day following the end of each quarter detailing the Title XIX Revenues and Expenditures along with copies of CERs for the quarter and any adjusted CERs from previous quarters, if requested, to AHCCCS-DHCM. The quarterly report will be used by AHCCCS to reconcile the monthly payments made during the quarter to the PYT TRBHA. If there is an overpayment or underpayment, AHCCCS will adjust future payments to the PYT TRBHA accordingly to make the account whole. Failure of the PYT TRBHA to submit timely quarterly financial reports will result in payment delays to the PYT TRBHA.
3. Any Title XIX/XXI administrative funds remaining subsequent to the state's fiscal year end will be used in accordance with this Agreement within 90 days. For funds not expended within 90 days after the state's fiscal year end, the TRBHA will present a plan for AHCCCS' approval describing its plan to utilize remaining funds within 180 days of the state's fiscal year end. The following year's revenue may be adjusted if the TRBHA does not provide a reasonable plan to spend remaining funds.
4. All funding received under this Agreement must be maintained in a separate fund (account). The PYT TRBHA will provide AHCCCS with a quarterly report detailing all activities in the fund (account) as described in the Chart of Deliverables.

C. Management of State General Funds for NTXIX Services

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

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

1. The PYT TRBHA will use SUBG funds solely for accessing, planning, implementing and evaluating activities to prevent and treat substance use, and provide early intervention services for HIV and tuberculosis disease in high-risk substance users, SUD recovery services and training and capacity building for such activities.

2. The PYT TRBHA will use MHBG funds solely for services for adults determined to have a SMI and children determined to have a SED, and evidence-based practices for first episode psychosis.
3. The PYT TRBHA will use other grant funding as allocated by AHCCCS for the purposes set forth in the applicable federal grant requirements.
4. The PYT TRBHA will:
 - 4.1. Manage, record, maintain fiscal controls, and report federal grant funds in accordance with the practices, procedures, and standards in the State of Arizona Accounting Manual ("SAAM"), 2 CFR Parts 200 and 300, 45 C.F.R. Part 75, and applicable federal grant requirements;
 - 4.2. No later than March 31st of each year, the PVTPTY TRBHA will provide AHCCCS-DHMDBF HC Finance with a list of Block Grant Funds, by funding source, that the PYT TRBHA and its subcontractors will not expend by the end of the state fiscal year.
 - 4.3. Comply with all terms, conditions, and requirements of the SABG and MHBG Block Grants, including but not limited to:
 - 4.3.1. Confidentiality of Alcohol and Drug Patient Records {42 C.F.R. Part 2};
 - 4.3.2. Charitable Choice Provisions; Final Rule {42 C.F.R. Parts 54 and 54a};
 - 4.3.3. Substance Use Prevention and Treatment Block Grant; Interim Final Rule (45 C.F.R. §§ 96.45, 45 C.F.R. 96 and Subpart
 - 4.3.4. Health Omnibus Programs Extension Act of 1988, Subtitle E General Provisions, November 4, 1988 (P.L.100-607) (42 U.S.C. § 300ee-5);
 - 4.3.5. Children's Health Act of 2000 (P.L. 106-310);
 - 4.3.6. ADAMHA Reorganization Act of 1992 (P.L. 102-321); and
 - 4.3.7. Public Health Service Act (includes Title V and Title XIX).
 - 4.4. Report MHBG and SUBG grant funds and services separately and provide information related to block grant expenditures to AHCCCS upon request.
 - 4.5. Submit PYT TRBHA and subcontractor expenditure data to AHCCCS consistent with the annual funding levels in the Allocation Schedule.
 - 4.6. Manage the federal block grant funds during each fiscal year to make funds available for obligation and expenditure until the end of the fiscal year for which the funds were paid. When making transfers involving federal block grant funds, the PVTPTY TRBHA will comply with the requirements in accordance with the Federal Block Grant Funds Transfers Cash Management Improvement Act of 1990 and any rules or regulations promulgated by the U.S. Department of the Treasury including, 31 CFR Part 205, and the State of Arizona Accounting Manual (SAAM).

- 4.7. Not discriminate against non-governmental organizations on the basis of religion in the distribution of Block Grant funds.
 - 4.8. Comply with prevention funds management;
 - 4.9. Comply with all terms, conditions, and requirements for any federal grant funding as outlined in the Allocation Schedule.
5. The PYT TRBHA's financial monitoring of SUBG and MHBG funds, Other Federal Grants, and Non- Title XIX/XXI funding, including general funds, must include:
- 5.1. Policies and procedures that outline internal monitoring of Non-Title XIX/XXI funds, including general funds, Other Federal Grants, and federal block grant requirements.
 - 5.2. Notify relevant subcontractors of required sub-award information and Single Audit submission requirements. Non-Federal entities that expend \$750,000 or more in a fiscal year in federal awards will have a Single Audit conducted for that year in accordance with 2 CFR Part 200 Subpart F.
 - 5.3. Subject to tribal authority, maintain tracking tool to monitor receipt of Single Audits. At a minimum, the tool should contain the following information: Provider Name, Audit Received Date, Management Decision Letter Date, Audit Findings (Y/N) and Date Response/Corrective Action Plan Received.
 - 5.4. When applicable, issue management decisions for audit findings as required by §200.521 Management decision.
 - 5.5. Track grant funds, including unexpended funds, for appropriate allocation by category, recoupment and/or return to AHCCCS.
 - 5.6. As appropriate, monitor grant activities and other Non-Title XIX/XXI activities to ensure SUBG and MHBG funds, Non-Title XIX/XXI funds, including general funds, and Other Federal Grants are expended for authorized purposes.

III. TERMS AND CONDITIONS

A. Agreement Administration and Operation

1. Offshore Performance of Work Prohibited: Any services that are described in the scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data will be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers.
2. Licenses: The PYT TRBHA will maintain in current status all federal, state and local licenses and permits as required for the operation of the business conducted by the PYT TRBHA.
3. Term of Agreement
 - 3.1. The term of the Agreement is from July 1, 2026¹, through June 30, 2031²⁶, unless otherwise terminated or extended by mutual agreement of the Parties in a duly authorized and executed amendment.
 - 3.2. All Agreement extensions will be through written amendment executed by both Parties. The terms and conditions of any such extension will remain the same as the original Agreement, as amended.
4. Agreement Changes
 - 4.1. Amendments. This Government-to-Government Agreement may be modified only through an Amendment within the scope of the 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 a person who is not specifically authorized by the Pascua Yaqui Tribe in writing or made unilaterally are violations of the Agreement. Such changes, including unauthorized written Amendments, will be void and without effect, and AHCCCS and the PYT TRBHA will not be entitled to any claim under this Agreement based on those changes.
 - 4.2. Subcontracts. The PYT TRBHA will not enter into any subcontract under this Agreement for the performance of any administrative function required by this Agreement without advance written notice to AHCCCS-DFSM. The PYT TRBHA will clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The subcontract will incorporate by reference the terms and conditions of this Agreement. This section does not apply to subcontracts with behavioral health service providers.

- 4.3. Assignment and Delegation. The PYT TRBHA will not assign any right nor delegate any duty under this Agreement without the prior written approval of AHCCCS-DFSM. AHCCCS will not unreasonably withhold approval.
5. Agreement Interpretation
- 5.1. Governing Law. This Agreement will be interpreted under the applicable laws of the United States, State of Arizona, and the Pascua Yaqui Tribe. If any laws conflict, the laws of the United States will control.
- 5.2. Severability. The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid will not affect any other term or condition of the Agreement.
- 5.3. No Parole Evidence. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade will supplement or explain any terms used in this document and no other understanding either oral or in writing will be binding.
- 5.4. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Agreement will not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it. However, where a party has knowingly accepted or acquired a nonconforming performance, it shall provide written notice and a reasonable opportunity to cure before asserting a breach based on such nonconforming performance. Any waiver of a term or condition of this Agreement must be express, in writing, and signed by an authorized representative of the waiving party.
6. Agreement Remedies
- 6.1. Notice and Opportunity to Cure. In the event of a breach of the Agreement, the non-breaching party must notify the breaching party of the breach in writing. If the breach is capable of cure, the non-breaching party must describe how the breach can be cured and identify a reasonable deadline by which any cure must be completed.
- 6.2. Corrective Action Plans. AHCCCS and the PYT TRBHA may collaboratively develop a corrective action plan to address a breach of this Agreement. The PYT TRBHA will implement the corrective action plan to bring performance into compliance in accordance with the corrective action plan, and within the timeframes agreed to by the PYT TRBHA and AHCCCS. While the PYT TRBHA is implementing an agreed corrective action plan in good faith, AHCCCS shall not pursue sanctions or offsets related to the subject matter of the corrective action plan.
- 6.3. Non-exclusive Remedies. The rights and remedies of AHCCCS under this Agreement are not exclusive.

- 6.4. Technical Assistance. AHCCCS' provision of technical assistance to the PYT TRBHA to assist in achievement of compliance with any relevant Agreement terms does not relieve the PYT TRBHA of its obligation to fully comply with any relevant Agreement term or any other terms of this Agreement.
- 6.5. Right of Offset. AHCCCS will be entitled to offset against any sums due to the PYT TRBHA, any expenses or costs incurred by AHCCCS, or damages or sanctions assessed by AHCCCS, to the extent directly attributable to concerning the PYT TRBHA's non-conforming performance or failure to perform the Agreement, provided that AHCCCS shall provide written notice to the PYT TRBHA prior to exercising any such offset.
- 6.6. Sanctions
- 6.6.1. AHCCCS reserves the right to impose financial sanctions if the PYT TRBHA engages in any of the following conduct:
- 6.6.1.1. Intentional material misrepresentation or falsification of information provided to AHCCCS;
 - 6.6.1.2. Intentional material misrepresentation or falsification of information provided to an enrolled person, potential enrolled person, subcontractor or health care provider;
 - 6.6.1.3. Material intentional noncompliance with quality of care or quality management requirements;
 - 6.6.1.4. Submitting intentional incomplete or inaccurate reports, deliverables or other information requested by AHCCCS;
 - 6.6.1.5. Submitting reports, deliverables or other information requested by AHCCCS more than 180 days after the deadline for production; or
 - 6.6.1.6. Engaging in intentional conduct which jeopardizes Federal Financial Participation or other federal funding
- 6.6.2. AHCCCS will consider the severity of the violation to determine the amount of sanction. The amount of the sanction will be proportionate to the severity of the non-compliance action.
- 6.6.3. AHCCCS will provide written notice to the PYT TRBHA specifying the amount of the sanction, the grounds for the sanction, the amount of funds to be withheld from the PYT TRBHA's payments, the steps necessary to avoid future sanctions and the PYT TRBHA's right to file a claims dispute to challenge the sanction.
- 6.6.4. The PYT TRBHA will complete all necessary steps to correct the violation that precipitated the sanction. AHCCCS may impose additional sanctions, which may be equal to or greater than the sanction imposed for the unresolved violation, in the event the PYT TRBHA fails to adequately correct the violation

within established timeframes. Sanctions are not subject to the Notice and Opportunity to Cure provisions in A.6.1.

7. Agreement Termination

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

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

of the arbitrators will be knowledgeable with federal Indian law and one arbitrator will have AAA-acknowledged expertise in the appropriate subject matter. By agreement of the parties, when the amount in controversy renders the cost of three arbitrators unreasonable, the parties may agree to select a single arbitrator to resolve a dispute. All arbitrators proceedings will be held in Maricopa County, or at such other place as will be agreed by the Parties.

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

9.4.3. Enforcement

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

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

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

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

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

10.2. All representations and warranties made by the PYT TRBHA under this Agreement will survive for (10) years, the expiration of, or termination hereof.

B. Compliance

1. Reporting Fraud, Waste and Abuse. The PVTPTY TRBHA will report, in writing, all cases of suspected fraud, waste and/or abuse involving the programs administered by AHCCCS to the AHCCCS Office of the Inspector General (OIG). To report fraud, waste and/or abuse, the PYT TRBHA will complete the online form at <https://www.azahcccs.gov/Fraud/ReportFraud/onlineform.aspx>.
2. The PYT TRBHA will cooperate with AHCCCS/OIG in any audit, review, investigation and/or request for information of the PYT TRBHA.
3. The PYT TRBHA will cooperate with any onsite review. The PYT TRBHA will provide contact information for coordinating these activities. A review by the AHCCCS-OIG and/or AHCCCS may be conducted with 3 business day prior notification and for the purpose of ensuring program compliance. The PYT TRBHA also agrees to respond to electronic, telephonic or written requests for information within the timeframe specified by AHCCCS-OIG and/or AHCCCS-DFSM. The PYT TRBHA agrees to provide documents, including original documents, to representatives of the AHCCCS-DFSM and/or AHCCCS-OIG, upon request and at no cost. The AHCCCS-DFSM and/or AHCCCS-OIG shall allow a reasonable time for the PYT TRBHA to copy the requested documents, not to exceed twenty (20) business days from the date of the AHCCCS-DFSM and/or AHCCCS-OIG request.
4. Records
 - 4.1. The PYT TRBHA will retain all data and other "records" relating to the acquisition and performance of the Agreement for a period of five years after the completion of the Agreement. The PYT TRBHA will add this same requirement to its contacts with subcontractors.
 - 4.2. All books and records will be maintained to the extent and in such detail as required by AHCCCS Rules and Policies. The AHCCCS records management guidelines are located at: <http://www.azahcccs.gov>. Records will include, but not limited to, financial statements, case files (both hard copy and stored data), and other records specified by AHCCCS.
 - 4.3. At any time during the term of this Agreement and five (5) years thereafter, the PYT TRBHA's or any subcontractor's books and records will be subject to audit by AHCCCS and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Agreement or a subcontract. The PYT TRBHA will make available, at all reasonable times during the term of this Agreement and the period set forth in this section, any of its records for inspection, audit or reproduction by any authorized representative of AHCCCS, the State of Arizona or the Federal government.
 - 4.4. The PYT TRBHA will preserve and make available all records for a period of five (5) years from the date of final payment under this Agreement except as provided below:

- 4.4.1. If this Agreement is completely or partially terminated, the records relating to the work terminated will be preserved and made available for a period of five years from the date of any such termination.
- 4.4.2. Records that relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by AHCCCS, will be retained by the PYT TRBHA for a period of five years after the date of final disposition or resolution thereof.
- 4.4.3. To the extent that the Agreement or applicable law requires the disclosure of records to AHCCCS and/or the Federal government, such disclosure will be made at no cost to AHCCCS or the Federal government.

5. Audits and Inspections

- 5.1. The PYT TRBHA will cooperate with AHCCCS and/or the Federal government in any audit, review, investigation and/or request for information of the PYT TRBHA and/or its subcontractors. In no event will this Agreement be construed to authorize any audit, review, investigation and/or request for information outside the scope of this Agreement.
- 5.2. Audits: AHCCCS may conduct periodic audits to confirm the PYT TRBHA's and subcontractor(s)' compliance with applicable law and this Agreement. These audits include, but are not limited to:
 - 5.2.1. Program Integrity Review
 - 5.2.1.1. AHCCCS-OIG and/or AHCCCS-DFSM may conduct audits of the PYT TRBHA and/or its subcontractors without notice for the purpose of ensuring program integrity.
 - 5.2.1.2. Upon notice that an audit involves program integrity, the PYT TRBHA will respond to electronic, telephonic or written requests for information within the reasonable timeframe specified by AHCCCS-OIG and/or AHCCCS-DFSM.
 - 5.2.1.3. Nothing in this subsection shall be construed to allow AHCCCS to enter Pascua Yaqui lands except as provided below in Section B.3.3.
 - 5.2.2. Inspections: Should it be necessary for AHCCCS-OIG and/or AHCCCS-DFSM to conduct an onsite review of the PYT TRBHA and/or any of its subcontractors, the PYT TRBHA will cooperate with AHCCCS to obtain a right of entry from the Pascua Yaqui Tribe. If AHCCCS cannot obtain a right of entry from the Pascua Yaqui Tribe within a reasonable timeframe requested by AHCCCS, such failure will constitute a material breach of the Agreement and AHCCCS may terminate the Agreement.

C. Risk and Liability

1. Indemnification. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, AHCCCS, is self-insured per A.R.S. 41-621.
2. Should the PYT TRBHA utilize a contractor(s) or subcontractor(s) to fulfill the terms of this Agreement, the indemnification clause between the PYT TRBHA and its contractor(s) and subcontractor(s) will include the following:
 - 2.1. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless the Pascua Yaqui Tribe and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors will name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.
3. The PYT TRBHA will add to its contract(s) with any non-governmental contractor(s) or subcontractor(s) performing services in performance of this Agreement that the contractor(s) or subcontractor(s) will comply with the Minimum Subcontract Provisions found on AHCCCS' website. The PYT TRBHA has the discretion, based on the work performed by the PYT TRBHA's contractor(s) or subcontractor(s), to determine which of the insurance provisions in the Minimum Subcontract Provisions apply to each of the PYT TRBHA's contractor(s) or subcontractor(s)

4. Responsibility for Payments: The PYT TRBHA will be responsible for issuing payment for services performed by the PYT TRBHA's employees and will be responsible for and hold AHCCCS harmless for all claims whatsoever growing out of the lawful demands of employees, contractors, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance of the Agreement. The PYT TRBHA will, at AHCCCS' request, furnish satisfactory evidence that all obligations described under this subsection have been paid, discharged or waived.
5. Force Majeure
 - 5.1. Except for payment of sums due, neither Party will be liable to the other nor deemed in default under this Agreement if and to the extent that such Party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions- intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the Party declaring force majeure which such Party is unable to prevent by exercising reasonable diligence.
 - 5.2. Force Majeure will not include the following occurrences:
 - 5.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 5.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - 5.2.3. Inability of either the PYT TRBHA or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
 - 5.3. If either Party is delayed at any time in the progress of the work by force majeure, the delayed Party will notify the other Party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be delivered or mailed certified-return receipt and will make a specific reference to this article, thereby invoking its provisions. The delayed Party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this Agreement.
 - 5.4. Any delay or failure in performance by either party hereto will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

D. Definitions and Documents Incorporated by Reference

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

1. **AHCCCS Complete Care (ACC) Contractor:** A contracted Managed Care Organization (also known as health plan) that, except in limited circumstances, is responsible for the provision of both physical and behavioral health services to eligible Title XIX/XXI persons enrolled by the administration.
2. **Agreement:** This document; any document incorporated by reference; any and all attachments, appendices, exhibits, schedules; and amendments to the Agreement.
3. **Behavioral Health Services:** Those services listed in the AHCCCS Medical Policy Manual 310-B, Title XIX XXI Behavioral Health Service Benefit.
4. **Budget Term:** The period of time for which the contract budget has been created and during which funds must be expended.
5. **Care Coordination:** A process of improving communication while reducing systemic fragmentation in order to create a more effective health care system (bridging the gaps)
6. **Case Management:** A collaborative process, which assess, plans, implements, coordinates, monitors, and evaluates options and services to meet an individual's health needs and goals through communication, education services, and available resources to promote quality, cost-effective outcomes.
7. **Day:** A calendar day, unless specified otherwise.
8. **Non-Title XIX/XXI Person:** An individual who needs or may be at risk of needing covered services, but does not meet Federal and State requirements for Title XIX or Title XXI eligibility.
9. **Non-Title XIX/XXI Funds:** Fixed, non-capitated funds, State appropriations, counties and other funds, which are used for services to Non-Title XIX/XXI eligible persons.
10. **Review:** An analysis of all factors affecting a family's or person's eligibility.
11. **Supportive Housing:** Housing, as defined in 24 CFR Part 583, in conjunction with supportive services are provided for tenants if the housing is safe and sanitary and meets any applicable State and local housing codes and licensing requirements in the jurisdiction in which the housing is located and the

requirements of this part; and the housing is transitional housing; safe haven; permanent housing for homeless persons with disabilities; or is a part of, a particularly innovative project for, or alternative method of, meeting the immediate and long-term needs of homeless persons and families.

12. Historical Trauma: The "cumulative emotional and psychological wounding over one's lifetime and from generation to generation following loss of lives, land and vital aspects of culture." (Maria Yellow Horse Brave Heart, Ph.D.)
13. Post-colonial trauma: Scholars of indigenous experience have described "post-colonial trauma" (Duran, Duran, Braveheart, & Yellowhorse-Davis, 1998) as a systemic experience of individuals living in previously colonized cultures that leads to post-traumatic symptoms even in the absence of personal exposure to a Criterion A event.
14. AMPM Policy 320-0, Behavioral Health Assessments and Treatment Service Planning;
15. AMPM Policy 320-P, Serious Mental Illness Eligibility Determination;
16. AMPM Policy 320-R, Special Assistance for Persons Determined to Have a Serious Mental Illness;
17. AMPM Policy 320-TI, Block Grants and Discretionary Funds, Special Populations;
18. AMPM Policy 320-T2, Non-Title XIX XXI Services and Funding (Excluding Block Grants and Discretionary);
19. AMPM Policy 450, Out-of-State Placements for Behavioral Health Treatment;
20. AMPM Policy 580, Behavioral Health Referral and Intake Process;
21. AMPM Policy 550, Serious Emotional Disturbance Identification
22. AMPM Policy 830, Quality of Care and Fee-for-Service Provider Requirements;
23. AMPM Policy 962, Reporting of Monitoring of Seclusion and Restraint and
24. AMPM 1040, Outreach, Engagement, Re-Engagement and Closure for Behavioral Health.
25. To the extent a policy refers to another policy, only the policy referred to in this Agreement is incorporated by reference.
26. If AHCCCS amends a policy incorporated by reference into this Agreement, the PVTPT TRBHA and AHCCCS agree to enter into good-faith negotiations to incorporate the updated policy into this Agreement. The PYT TRBHA agrees not to unreasonably withhold its agreement to follow the policy as amended.

ADDENDUM 1: CHART OF DELIVERABLES

The following Chart of Deliverables describes the periodic reporting requirements under Agreement #YH27-0006-03 and is subject to change at any time during the term of the Agreement. The Chart of Deliverables is presented for convenience only and should not be construed to limit the PYT TRBHA's responsibilities in any manner.

All required reports will be submitted to the appropriate AHCCCS Division/programmatic area as established in the deliverable chart, or as identified by AHCCCS, and IGADeliverables@azahcccs.gov no later than 5:00 pm Mountain Standard Time on the due date.

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

Item	Report	Frequency	When Due	Reference	Submit To	Submission Form/Template
1	Indirect Cost Agreement, if applicable	Ad Hoc	Within seven (7) days from receipt of approved Indirect Cost Agreement	Agreement: II. Financial Provisions, A. Payments to the TRBHA, 5.	Division of Business and Finance Health Care	Assigned DBF HC Financial Analyst, Submit copy of Indirect Cost Agreement
2	Audited Financial Statements and Single Audit for the TRBHA	Annually	Within nine (9) months of TRBHA fiscal year end	Agreement: II. Financial Provisions, A. Payments to the TRBHA, 9.	Division of Business and Finance Health Care	Assigned DBF HC Financial Analyst, Submit copy of Audit Report
3	Notice of Projected Unexpected Funds (all funding sources)	Annually	March 31st	Agreement: II. Financial Provisions, A. Payments to the TRBHA, 11.	Division of Business and Finance Health Care	Assigned DBF HC Financial Analyst Template provided by AHCCCS
4	Revenue and Expense Report (excel version) and Certification Statement	Quarterly	Within sixty (60) days of the end of quarter (quarters based on state fiscal year)	Agreement: II. Financial Provisions, A. Payments to the TRBHA, 5.	Division of Business and Finance Health Care	Assigned DBF HC Financial Analyst, Template provided by AHCCCS
5	Request for Re-allocation	Ad Hoc - as identified	Immediately upon identification	Agreement: II. Financial Provisions, A. Payments to the TRBHA, 1.	Division of Business and Finance Health Care	Assigned DBF HC Financial Analyst

6	Allocation Schedule-Budget Changes	Annual	As directed by AHCCCS	Agreement: II. Financial Provisions, B. Management of Title XIX/XXI Administrative Funding, 1.	Division of Behavioral Health and Housing	BHSinvoices@azahcccs.gov , Template provided by AHCCCS
7	SUBG /MHBG/Activities and Expenditure Report	Ad Hoc (Annually)	As directed by AHCCCS (October-November)	Agreement: II. Financial Provisions, D. Management of Federal Block Grant and other NTXIX Federal Funds, 4.	Division of Behavioral Health and Housing	Grantsmanagement@azahcccs.gov , Template provided by AHCCCS
8	SUBG Capacity Management Report	As Needed	Upon capacity issues within seven (7) days	Agreement: I. Scope of Work, C. Block Grant Funded Services, 4. Substance Use Block Grant Requirements, 4.3	Division of Behavioral Health and Housing	AHCCCS QM Portal
9	SUBG Wait List Report	As needed	Immediately upon waitlisting of an SUBG member and removing member from waitlist	Agreement: I. Scope of Work, C. Block Grant Funded Services, 4., SUBG FAQ	Division of Behavioral Health and Housing	AHCCCS QM Portal
10	MHBG Program Status Report	Quarterly	Within fifteen (15) days after end of quarter	Agreement: I. Scope of Work, C. Block Grant Funded Services, 6. Mental Health Block Grant	Division of Behavioral Health and Housing	Grantsmanagement@azahcccs.gov , Template provided by AHCCCS
11	Prevention Progress Report	Quarterly	Within fifteen (15) days after end of each SFY quarter	Agreement: I. Scope of Work, C. Block Grant Funded Services, 5. SUBG Primary Prevention	Division of Behavioral Health and Housing	Grantsmanagement@azahcccs.gov
12	Prevention Strategic Plan	Ad Hoc	Every three (3) years, or as directed by AHCCCS	Agreement: I. Scope of Work, C. Block Grant Funded Services, 5. SUBG Primary Prevention	Division of Behavioral Health and Housing	Grantsmanagement@azahcccs.gov
13	Prevention Logic Model for	Annually	June 15th	Agreement: I. Scope of Work, C. Block Grant Funded	Division of Behavioral	Grantsmanagement@azahcccs.gov

	upcoming State Fiscal Year			Services, 5. SUBG Primary Prevention	Health and Housing	
14	Prevention Budget for State Fiscal Year	Annually	May 15th	Agreement: I. Scope of Work, C. Block Grant Funded Services, 5. SUBG Primary Prevention	Division of Behavioral Health and Housing	Grantsmanagement@azahcccs.gov
15	Prevention Program Description	Ad Hoc	Upon changes to program description	Agreement: I. Scope of Work, C. Block Grant Funded Services, 5. SUBG Primary Prevention,	Division of Behavioral Health and Housing	Grantsmanagement@azahcccs.gov
16	Comprehensive Prevention Needs Assessment	Ad Hoc	Every three (3) years, or as directed by AHCCCS	Agreement: I. Scope of Work, C. Block Grant Funded Services, 5. SUBG Primary Prevention, SUBG FAQ	Division of Behavioral Health and Housing	Grantsmanagement@azahcccs.gov
17	Housing Spending Plan	Annual	No later than thirty (30) days from notification by AHCCCS that state funds have been allocated for housing development	Agreement: I. Scope of Work, E. Individuals Determined to Have an SMI, 3.2 Housing Program	Division of Behavioral Health and Housing	ProviderHousing@azahcccs.gov , Template provided by AHCCCS
18	List of trainings provided to TRBHA Staff	Annually	Within fifteen (15) days after end of fiscal year	Agreement: I. Scope of Work, H. Quality Management 6., J. Key Personnel and Staff Requirements	Division of Fee-for-Service Management	IGAdeliverables@azahcccs.gov
19	Access to Care/Gaps in Services	Ad Hoc – as identified	Immediately upon identification	Agreement: I. Scope of Work, H. Quality Management, 2.	Division of Fee-for-Service Management	IGAdeliverables@azahcccs.gov
20	High Need/High Cost Clinical Staffing Sheets	Monthly	Within five (5) business days prior to the established meeting	Agreement: I. Scope of Work, B. Care Coordination, 2.11	Division of Fee-for-Service Management	AIHP Clinical Care SharePoint, High Needs/High Cost Clinical Staffing Template Sheets
21	High Need/High Cost Outcome Summaries	Annually	Within thirty (30) days after end of state fiscal year	Agreement: I. Scope of Work, B. Care Coordination, 2.11	Division of Fee-for-Service Management	IGAdeliverables@azahcccs.gov , Template provided by AHCCCS

22	Member Handbook	Ad Hoc, annually	Within thirty (30) days of changes made	Agreement: I. Scope of Work, Communication with Members, Members' Families, Stakeholders, and Providers, 4. Communication with Members	Division of Fee-for-Service Management	IGAdeliverables@azahcccs.gov
23	Status of Administrative Review Work Plan/Corrective Actions	Ad Hoc if needed	Provide to AHCCCS within thirty (30) days of changes made	Agreement: I. Scope of Work, B: Care Coordination, 5. Performance Standards	Division of Fee-for-Service Management	IGAdeliverables@azahcccs.gov
24	Data/Reports/Information for Audits conducted by AHCCCS	Ad Hoc	Upon Request	Agreement: III Terms & Agreement; C. Compliance, 5. Audits and Inspections, I. Scope of Work, B: Care Coordination, 5. Performance Standards	Division of Fee-for-Service Management	IGAdeliverables@azahcccs.gov
25	Identification of excluded individual/entity	Ad Hoc	Immediately after identification	Agreement	Division of Fee-for-Service Management	IGAdeliverables@azahcccs.gov
26	Response to Tribal Member Problem Resolution	Ad Hoc	As specified on a request from AHCCCS	Agreement: I. Scope of Work, B. Care Coordination, 4. Collaboration with Other Entities	Division of Fee-for-Service Management and/or Division of Managed Care Clinical Resolution Unit	IGAdeliverables@azahcccs.gov
27	Grievance or Appeals by eligible or enrolled individuals and/or subcontracted providers (non-TXIX)	Ad Hoc	Within three (3) business days of receipt	Agreement: I. Scope of Work, G. Member Complaints, Grievances or Appeals	Division of Fee-for-Service Management/Office of the General Counsel	Grievance or Appeals forms available online under ACOM 446, Attachment A

28	Changes in Key Personnel	Ad Hoc	Within seven (7) days of notification of intended resignation or change	Agreement: I. Scope of Work, K. Key Personnel and Staff Requirements, 2.	Division of Fee-for-Service Management Integrated Services Administrator	By email
29	Report of High Profile ALERTS of Incidents, Accidents, and Deaths involving enrolled members	Ad Hoc	Initial notification report within one (1) business day of awareness	Agreement: I. Scope of Work, H. Quality Management	Division of Fee-for-Service Management Integrated Services Administrator, QM Portal	AD Form and QOC report: email or phone call to ISA
30	Quality Management Training to TRBHA staff	Annual	Within thirty (30) days after end of state fiscal year	Agreement: I. Scope of Work, H. Quality Management, 6.	Division of Fee-for-Service Management	IGAdeliverables@azahcccs.gov
31	Member Satisfaction Survey Report	Annually	Within thirty (30) days after end of state fiscal year	Agreement: I. Scope of Work, H. Quality Management, 7.	Division of Fee-for-Service Management	IGAdeliverables@azahcccs.gov
32	Quality of Care Concerns	Ad Hoc	Initial discovery within two (2) business days	Agreement: I. Scope of Work, H. Quality Management, 2.	Division of Fee-for-Service Management Quality Management	AHCCCS QM Portal
33	Action plan addressing quality of care concerns that have aged greater than sixty (60) calendar days	Ad Hoc	Upon identification of QOC aged greater than sixty (60) days	Agreement: I. Scope of Work, H. Quality Management, 2.2.5	Division of Fee-for-Service Management Quality Management	IGAdeliverables@azahcccs.gov
34	Disposition of unreviewed Cases in Quality Management Portal	Ad Hoc	Upon identification of pending cases in QM Portal - within one (1) business day	Agreement: I. Scope of Work, H. Quality Management, 2.4	Division of Fee-for-Service Management Quality Management	AHCCCS QM Portal

			reviewed/triaged.			
35	Update Special Assistance Member demographic information	Ad Hoc	Within five (5) business days of change in demographics	Agreement: I. Scope of Work, F. Individuals Determined to Have a Serious Mental Illness, 3.1 Special Assistance, AMPM 320-R	Office of Human Rights	AHCCCS QM Portal
36	Updates regarding Quarterly Report of Individuals identified as in need of Special Assistance	Quarterly	Within ten (10) days following receipt of draft report from Office of Human Rights	Agreement: I. Scope of Work, F. Individuals Determined to Have a Serious Mental Illness, 3.1 Special Assistance, AMPM 320-R	Office of Human Rights	OHRts@azahcccs.gov , Template provided by AHCCCS
37	Notification of an Individual in Need of Special Assistance	Ad Hoc	Within five (5) days of notification of intended resignation or change	Agreement: I. Scope of Work, F. Individuals Determined to Have a Serious Mental Illness, 3.1 Special Assistance, AMPM 320-R	Office of Human Rights	OHRts@azahcccs.gov , Template provided by AHCCCS
38	Notification of an Individual No Longer in Need of Special Assistance	Monthly	Within ten (10) working days of the determination	Agreement: I. Scope of Work, F. Individuals Determined to Have a Serious Mental Illness, 3.1 Special Assistance, AMPM 320-R	Office of Human Rights	OHRts@azahcccs.gov , Template provided by AHCCCS
39	Reporting incidents of Suspected Fraud, Waste and/or Program Abuse	Ad Hoc	Immediately after discovery	Agreement: III. Terms and Conditions, B. Compliance, 1.	Office of Inspector General	Internet form: https://azahcccs.gov/Fraud/ReportFraud

40	Demographic Submissions and Records specified in Agreement	Monthly	Monthly	Agreement: L. Management Information System, 1.	AHCCCS DUGless Portal	Online DUGless Portal
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BUSINESS ASSOCIATE ADDENDUM

Updated April 2026

This Addendum is made part of this Contract between the Arizona Health Care Cost Containment System ("AHCCCS") and the Contractor, referred to as "Business Associate" in this Addendum.

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

This BAA shall apply only to protected health information for which the Contractor is not already subject to HIPAA as a covered entity. In that regard, Contractor agrees to comply with all requirements of HIPAA applicable to Contractor as a covered entity. Nothing herein shall apply to information, records, or data outside the scope of the agreement between AHCCCS and Contractor.

1. DEFINITIONS

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

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

- 2.1. Not use or disclose protected health information ("PHI") other than as permitted or required by this Addendum or as required by law;
- 2.2. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of protected health information other than as provided for by this Addendum;
- 2.3. Report to AHCCCS any use or disclosure of PHI not provided for by this Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR §164.410, and any security incident of which it becomes aware in the following manner;
 - 2.3.1. Reporting. Business Associate shall report to AHCCCS any use or disclosure of PHI that is not authorized by the Contract, by law, or in writing by AHCCCS. Business Associate shall make an initial report to the AHCCCS Privacy Official not more than twenty-four

(24) hours after Business Associate learns of such unauthorized use or disclosure. The initial report shall include all of the following information to the extent known to the Business Associate at the time of the initial report:

- A. description of the nature of the unauthorized use or disclosure, including the number of individuals affected by the unauthorized use or disclosure;
- B. A description of the PHI used or disclosed;
- C. The date(s) on which the unauthorized use or disclosure occurred;
- D. The date(s) on which the unauthorized use or disclosure was discovered;
- E. Identify the individual(s) who used or disclosed the PHI in an unauthorized manner;
- F. Identify the individual(s) who received PHI disclosed in an unauthorized manner;
- G. A description of actions, efforts, or plans undertaken by the Business associate to mitigated the harm of the unauthorized disclosure;
- H. A description of corrective actions undertaken or planned to prevent future similar unauthorized use or disclosure;
- I. An assessment of whether a breach, as defined in 45 CFR 164.402, including, if necessary, an assessment of the probability of harm, and
- J. Such other information, as may be reasonably requested by the AHCCCS Privacy Official.

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

- 2.3.2. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Contract.
- 2.3.3. Sanctions. Business Associate shall have and apply appropriate sanctions against any employee, subcontractor or agent who uses or discloses AHCCCS PHI in violation of this Addendum or applicable law.
- 2.4. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information;
- 2.5. Make available PHI in a designated record set to AHCCCS as necessary to satisfy AHCCCS' obligations under 45 CFR §164.524;

- 2.6. Make any amendment(s) to PHI in a designated record set as directed or agreed to by AHCCCS pursuant to 45 CFR §164.526, or take other measures as necessary to satisfy AHCCCS' obligations under 45 CFR §164.526;
- 2.7. Maintain and make available the information required to provide an Accounting of Disclosures to AHCCCS as necessary to satisfy AHCCCS' obligations under 45 CFR §164.528;
- 2.8. To the extent Business Associate is to carry out one of more of AHCCCS' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to AHCCCS in the performance of such obligation(s); and
- 2.9. Make its internal practices, books and records available to AHCCCS and the Secretary for purposes of determining compliance with the HIPAA rules.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

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

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

- 4.1. AHCCCS shall notify Business Associate of any limitation(s) in the AHCCCS Notice of Privacy Practices (found at www.azahcccs.gov) under 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;

4.2. AHCCCS shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

4.3. AHCCCS shall notify Business Associate of any restriction on the use or disclosure of PHI that AHCCCS has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. TERM AND TERMINATION

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

5.2. Termination for Cause: Business Associate authorizes termination of the Contract by AHCCCS if AHCCCS determines that Business Associate has breached a material term of this Addendum and Business Associate has not cured the breach or ended the violation within the time specified by AHCCCS.

5.3. Obligations of Business Associate Upon Termination: Upon termination, cancellation, expiration or other conclusion of the Contract, Business Associate, with respect to PHI received from AHCCCS, or created, maintained, or received by Business Associate on behalf of AHCCCS, shall:

5.3.1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.3.2. Destroy or return to AHCCCS all remaining PHI that the Business Associate still maintains in any form;

5.3.3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

5.3.4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in this Addendum that applied prior to termination; and

5.3.5. Destroy or return to AHCCCS the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal and contractual responsibilities.

5.4. Survival: The obligations of Business Associate under this Section shall survive the termination of the Contract.

6. INDEMNIFICATION AND MISCELLANEOUS

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