MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT
MARICOPA INTEGRATED HEALTH SYSTEM

REQUEST FOR PROPOSALS

HEALTH PLAN MANAGEMENT SERVICES

90-15-041-RFP

DATE OF ISSUE: OCTOBER 16, 2014

DEADLINE FOR INQUIRIES: NOVEMBER 7, 2014 AT 2:00 PM, (PHOENIX, AZ TIME)

DATE & TIME PROPOSALS DUE: DECEMBER 4, 2014 AT 2:00 PM (PHOENIX, AZ TIME)
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EXHIBITS TO RFP – Refer to MIHS website
Maricopa County Special Health Care District dba Maricopa Integrated Health System ("MIHS") hereby solicits sealed proposals from qualified Proposers to provide HEALTH PLAN MANAGEMENT SERVICES for the Maricopa Health Plan ("MHP"), an AHCCCS Plan for eligible Medicaid members and the Maricopa Care Advantage Health Plan ("MCA"), a Medicaid/Medicare dually eligible special needs plan ("D-SNP") for dually eligible members residing in Maricopa County, and owned by MIHS, herein referred to as the “Health Plans”.

A Request for Proposal document and all related Exhibits may be obtained at:

Maricopa Integrated Health System
Contracts Management
2611 East Pierce Street, 2nd Floor
Phoenix, Arizona 85008-6092

Or at the MIHS web site: http://www.mihs.org/working-at-mihs/contracting-opportunities

NOTE: Interested proposers are advised to obtain all necessary information regarding this solicitation from the MIHS website and the provided AHCCCS website links. Additional information may be added from time to time on the website. It is the responsibility of the prospective proposer(s) to routinely check for updates.

Written questions concerning this Request for Proposal package should be addressed to Brian Maness no later than November 7, 2014 at 2:00 PM Phoenix, Arizona Time. Questions may be submitted to Brian Maness via e-mail at brian.maness@mihs.org or may be faxed to 602-344-1813. Inquiries may be submitted by telephone, but must be followed up in writing. No oral communication is binding on MIHS. Answers to the written questions submitted by Proposers concerning the RFP will be provided in the form of an Addendum via the MIHS website. It is the responsibility of all potential Proposers to check the MIHS web site for any Addendums to the RFP and to ensure signed Addenda are included in their response to the Solicitation.

Completed and sealed proposals, including one (1) original, and five (5) hard copies and one (1) scanned soft copy (in a single linear file) of the completed and signed original Proposal in Adobe PDF format on CD or flash drive, must be physically in the possession of Contracts Management at the address above no later than December 4, 2014 at 2:00 PM Phoenix, Arizona Time. The scanned PDF copy must follow the required RFP response format and contain all required signatures in a single electronic file. It is strongly suggested that the selected delivery method will ensure receipt by Contracts Management
before the deadline. PROPOSALS RECEIVED WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY MIHS. Proposers assume all risk associated with deliveries of proposals. On December 4, 2014 at 2:15 PM Phoenix, Arizona Time, the names of firms or individuals submitting proposals will be announced. No other public disclosure will be made until after award of a contract.

This announcement does not commit MIHS to award a contract or to pay any costs incurred in the preparation of proposals. MIHS reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this announcement. MIHS reserves the right to award more than one contract based upon the Proposal(s) most advantageous to the Maricopa Integrated Health System, price and other factors considered. The contract is scheduled for the remainder of the core AHCCCS contract term including the two, one-year extensions for a total contract length of 3-years. AHCCCS does not currently have plans to issue an RFP prior to the exhaustion of the current full 5-year term (including extensions) and historically has always allowed for the longest available under the contract language. The MIHS Procurement Code (“The Code”) governs this procurement and is incorporated by this reference. Full text of the MIHS Procurement Code may be found at the following link: http://mihs.org/uploads/sites/19/District_Procurement_Code_-_Revised_Eff_04-23-2014.pdf. MIHS reserves the right to award this contract in whole or in part to one or more contractors.

MIHS will endeavor to ensure in every way possible that minority and women-owned business enterprises shall have every opportunity to participate in providing professional services, purchased goods, and contractual services without being discriminated against on the grounds of race, religion, sex, age or national origin.
1.0 EXECUTIVE SUMMARY

1.1 GENERAL MIHS INFORMATION

Maricopa Integrated Health System (MIHS), a special healthcare district and political subdivision of the State of Arizona, includes Maricopa Medical Center (MMC), the Arizona Burn Center, the Comprehensive Healthcare Center, the Arizona Children’s Center, the 7th Avenue Walk-In Clinic. MIHS also has 12 community-oriented family health centers in addition to two in-patient psychiatric care centers and an attendant care program. MIHS also is a premier training center for Arizona’s physicians. Our medicine, surgery, pediatrics, and OB/GYN programs, in particular, contribute to the body of knowledge of patient care.

MIHS is located in central Arizona, and serves as the health care safety net for citizens of Maricopa County. The health system serves people of many races and nationalities who come from diverse cultures and speak several different languages. Many of the patients face major challenges, such as lack of health insurance, complex medical problems, and difficult socioeconomic situations. Caring for these patients demands special knowledge and sensitivity. MIHS is committed to giving culturally appropriate, sensitive medical care and helping its patients live healthier lives. Annually, MIHS has over 17,000 inpatient admissions and over 450,000 outpatient and ambulatory visits.

Maricopa Medical Center (MMC) is a 325-bed licensed, full-service hospital, which includes a level one adult and pediatric trauma center. Over 67,000 adults and children are treated annually in the Adult and Pediatric Emergency Departments. The Arizona Burn Center, Arizona's only regional burn center and the second largest in the nation, provides world-class care for critically injured burn patients from across Arizona and the Southwest. MIHS’ Arizona Children’s Center features a 31-bed Neonatal Intensive Care Unit that provides critical inpatient services for babies transported across the Southwest. Specialty care is offered at our Comprehensive Healthcare Center, a multi-specialty care clinic located at the MMC campus.

As noted, MIHS has 12 Family Health Centers throughout the Valley. The professional medical staff at all 12 centers are trained and certified in primary care and focus on the treatment of both adults and children. Many of MIHS’ Family Health Centers provide all health care needs in one location, including primary care, dental care, and pharmacy services.

Desert Vista Behavioral Health Center is a 122-bed licensed hospital that provides behavioral health care and psychiatric services. Additional behavioral health services are provided on the MMC campus in a 68 bed licensed facility.

MIHS has more than 4,400 employees and more than 650 credentials providers representing all major medical and surgical specialties and subspecialties, through our physician partners, District Medical Group.
1.2 HEALTH PLAN BACKGROUND

For several decades MIHS has owned and operated a variety of health plans including Long Term Care, Medicare and Acute Care Medicaid. Currently, MIHS health plans operating under the AHCCCS Medicaid contract requirements is operating a plan for the AHCCCS Acute Care population, MHP (current membership in Maricopa County is approximately 76,000 members) and a Medicaid/Medicare dually eligible special needs plan (D-SNP), MCA, under a new contract with CMS effective 2014 (current membership for MCA in Maricopa County is approximately 1,300 members) with FYE projections of 78,000 and 1,700 respectively.

As a result of a Request For Proposal ("RFP") the Maricopa Health Plan has been managed by the University Physicians Healthcare d/b/a the University of Arizona Health Plans ("UAHP") operating in a joint partnership with MIHS since October, 2005. The current contract with UAHP is set to expire September 2015. Therefore, MIHS is interested in receiving proposals from qualified organizations which outline/provide for arrangements between MIHS and the Proposer to manage the existing Acute Care and Dual-SNP AHCCCS/CMS contracts and membership.

Any proposed arrangement must address the following four issues:

a) MIHS has limited revenues with which to offset medical care risk;
b) Maintaining continuity of patient care;
c) Viability of the MIHS provider network; and

d) MIHS will consider an arrangement that enhances its strategic market position, including the possibility of a relationship with a medical school in Phoenix.
2.0 SCHEDULE OF EVENTS

The time frame for the procurement under this RFP is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notice of Solicitation Issued</td>
<td>October 16, 2014</td>
</tr>
<tr>
<td>Deadline for Written Questions</td>
<td>November 7, 2014 at 2:00 PM Phoenix, AZ Time</td>
</tr>
<tr>
<td>Proposal Submission Deadline</td>
<td>December 4, 2014 at 2:00 PM Phoenix, AZ Time</td>
</tr>
<tr>
<td>MIHS Proposal Review and Shortlist Decision</td>
<td>December 19, 2014</td>
</tr>
<tr>
<td>Oral Presentations</td>
<td>January 7-8, 2015</td>
</tr>
<tr>
<td>Contract Negotiations Finalized</td>
<td>January 12-23, 2015</td>
</tr>
<tr>
<td>Board of Director’s Award</td>
<td>January 28, 2015</td>
</tr>
<tr>
<td>Transition, Implementation, Enrollment</td>
<td>Through September 30, 2015</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>October 1, 2015</td>
</tr>
</tbody>
</table>

MIHS reserves the right to deviate from this schedule.
3.0 WORK STATEMENT

3.1 SERVICE GOAL

The scope of services is provided herein. MIHS is interested in proposer responses to work statement requirements. As a District, MIHS can enter into innovative relationships with both the private and public sector(s).

This service provides for the management of the Health Plans. The Proposer will provide services as described in the MHP/MCA Evidence of Coverage for the applicable current AHCCCS and CMS contracts with the Health Plans. When providing services for enrollees who are dually eligible and are using their AHCCCS benefits as one of their funding sources, AHCCCS rules also apply.

The goal of this program is to provide effective and efficient:

A. Management of the Health Plan operations.
B. Health Plan benefits administration, including member/customer services, claims and encounter processing.
C. Medical management.
D. Health Plan marketing (as allowed).
E. Provider Relations and Network Development.
F. Processing and Assignment of New Health Plan Members.
G. Grievance and appeal procedures.
I. Transition Planning and Implementation. (Please provide a detailed transition outline. Steps, dates, assigned personnel and role of District personnel)

3.2 SERVICE OBJECTIVES

3.2.1 Duties and Authority of CONTRACTOR. CONTRACTOR will provide the management and administrative services necessary to operate the Health Plan on behalf of the District, as listed in this Section 3.2 (together referred to as the “Services”). The District and CONTRACTOR intend that CONTRACTOR provide these Services and operate the Health Plan as a comprehensive management and administrative package, or a “turn-key” operation. Accordingly, the costs and expense of providing the Services will be the responsibility of CONTRACTOR.

3.2.2 Management and Administrative Services. As of October 1, 2005, the District has been a party to a contract with AHCCCS (YH 04-0001) for the provision of acute care health services to AHCCCS eligible Members through the Health Plan (the “AHCCCS Contract”). MHP was awarded a new contract, effective October 1, 2013 for a three-year term with two, one-year possible extensions. MCA was awarded a contract to operate a Dual-SNP program and is part of the AHCCCS contracting and operating requirements. CONTRACTOR shall provide those management and administrative services necessary to operate the Health Plan on behalf of the District in accordance with the following AHCCCS requirements:
3.2.2.1 Contract requirements for the operations of contracted health plans (Contract between MHP/District and AHCCCS and CMS. For AHCCCS and CMS these documents will be available on the MIHS website). Additional requirements included within the contract are:

3.2.2.1.1 Health plan performance standards (the “Performance Standards”)

3.2.2.1.2 Minimum Subcontract Provisions.

3.2.2.1.3 Periodic Reporting Requirements

3.2.3 Provider Relations, Network Development, Provider and Administrative Contracts. CONTRACTOR shall manage contractual and other relationships with Health Plan providers and administrative service vendors on behalf of the District, and will manage and develop the Health Plan provider network in accordance with Health Plan, AHCCCS and CMS requirements. Provider contracts entered into on behalf of either of the Health Plans remain the proprietary property to the Health Plans, MIHS and/or the district. Similarly, administrative contracts essential to the going concern operations of the Health Plans remain the proprietary property of the Health Plans. Both provider and administrative contracts will convey to the District upon termination or separation from this service contract.

3.2.4 Provider Network. CONTRACTOR shall have authority to cause the District to enter into Health Plan provider contracts on reasonable terms consistent with AHCCCS and CMS requirements with healthcare providers to provide services to Members as part of the Health Plans provider network. Provider contracts entered into on behalf of either of the Health Plans remain the proprietary property to the Health Plans, MIHS and/or the District and will convey to the District upon termination or separation from this service contract.

3.3 Claims and Encounter Data Management. CONTRACTOR will provide claims and encounter data management and administration services in accordance with AHCCCS and CMS requirements.

3.4 Member Services. CONTRACTOR will provide member services in accordance with AHCCCS / CMS requirements.

3.5 Grievance Process. CONTRACTOR will provide a member grievance and appeal process in accordance with AHCCCS /CMS requirements.

3.6 Assignment of New Health Plan Members. Health Plans will receive new Members during the Term of any Agreement, and such Members must be assigned to a primary care provider (“PCP”) under the Health Plan benefit structure. CONTRACTOR will assign these new Members to a PCP as provided for under the respective AHCCCS / CMS contracts as follows:

3.6.1 Supremacy of Member Choice. As required under respective AHCCCS and CMS rules and the Health Plan benefit structure, New Members may choose their own PCP, to the extent the chosen PCP’s panel is open to new Members. CONTRACTOR will actively seek to determine any new Member’s choice of PCP, and to the extent the chosen PCP’s panel is open to new Members, CONTRACTOR will assign the new Member to that PCP. Similarly, if at any time during membership in the Health Plan a Member expresses a preference to have any particular provider in the Health Plan network serve as his or her PCP, CONTRACTOR will honor that preference and assign the Member to that provider, subject to the availability of the PCP’s panel.
3.6.2 Assignment to a PCP at Available Community Clinic When No PCP Is Requested by Member. Should a Member not indicate a preference for any particular PCP on the initial application or within the first three (3) business days after the Health Plan receives the enrollment notification of membership, or if the panel of an indicated PCP is closed to new Members and no alternate has been identified by the Member, CONTRACTOR will assign the new Member to a PCP as follows:

3.6.2.1 Family Health Center. To the District Family Health Center in or nearest the Member’s zip code, so long as the Family Health Center and the assigned PCP meet AHCCCS member satisfaction and appointment availability standards. The Member will then be assigned to a PCP within the Family Health Center in accordance with the established processes of the Family Health Center;

3.6.2.2 PCP Within Member’s Zip Code. To the extent the Family Health Center nearest to the New Member does not meet the standards in Section 3.6.2.1., the Member will be assigned to another PCP within the Member’s zip code, chosen in accordance with an established Health Plan algorithm, so long as the PCP meets AHCCCS member satisfaction and appointment availability standards;

3.6.2.3 PCP Outside of Member’s Zip Code. To the extent that no PCP may be assigned under either section 3.6.2.1 or 3.6.2.2., the Member will be assigned to the PCP closest to the Member’s home, regardless of zip code, so long as the PCP meets AHCCCS member satisfaction and appointment availability standards;

3.6.2.4 Notification and Right to Change PCP. The Health Plan will promptly notify the Member of the assignment of the Member to a Family Health Center or other network PCP. The Member will then have the option of indicating a preference for another network PCP. The Health Plan will honor any expressed preference and assign the Member to that network PCP, subject to the availability of the PCP’s panel.

3.6.3 Membership Reporting. Contractor will collaboratively work with MIHS to establish recurring and ad hoc (as needed) member reports that may assist in system strategy decisions. Examples may include but not limited to cost and utilization patterns by category of service (inpatient, outpatient, E.D., primary care, specialty care, etc.) by members assigned to MIHS providers versus non-MIHS providers, by mileage radius of service areas by zip code and GeoAccess-like format based on MMC/CHC and the FHC sites.

3.7 Financial Services. CONTRACTOR will provide financial services to the District on behalf of the Health Plan, as follows:

3.7.1 Finance, Accounting, Audit and Budgeting Services. CONTRACTOR will provide required finance, accounting, and budgeting services for the Health Plan, including the provision of individual and separate audited financial statements prepared by an independent, certified public accounting firm in accordance with AHCCCS/CMS requirements and applicable District requirements.

3.7.2 MCA Dual-SNP RFP and Contract Bid/Pricing Work. CONTRACTOR will provide actuarial, accounting, financial, operational, implementation and strategic support regards to required Medicare bid pricing and filing submissions and all operational requirements to implement the respective filings.
3.7.3 **MHP AHCCCS RFP and Contract Bid/Pricing Work.** CONTRACTOR will provide actuarial, accounting, financial, operational, implementation and strategic support regards to required Medicare bid pricing and filing submissions and all operational requirements to implement the respective filings. Reasonable costs will be negotiated in advance of any AHCCCS RFP bid response. The amount will be capitalized over the life of the new contract award term, including possible extensions.

3.7.4 **Reporting.** CONTRACTOR will provide the District with the specific data and reports as identified and in the frequencies as outlined in the contract between the District’s Health Plans and AHCCCS and CMS and other data that the District may deem necessary. CONTRACTOR will be responsible for identifying those reports and submissions to maintain exemplary compliance with all reporting, filing and submission requirements and deadlines.

3.7.5 **Banking and the Management of Health Plans Funds.** To the extent permitted by applicable law, Health Plan’s funds shall be individually and separately deposited and managed in a financial institution as determined by the District.

3.7.6 **Business Planning.** In today’s constant changing healthcare, regulatory and economic environment, the CONTRACTOR will prepare and provide annual or multi-year business plans and/or supporting analysis which may or may not include multiple scenario planning for each of the Health Plans throughout the life of the contract, and specifically, in connection with the annual budget, and will submit such plan to the District within the timelines required by the District. The District views the CONTRACTOR, as a partner in our operations and will serve as a valuable resource responding to the strategic needs of the District through discussions and presentations supported by the preparation and provision of the aforementioned business plans and/or supporting analysis and will submit or assist with such plan(s) or input as requested and within the timelines required by the District.

3.7.7 **Certain MHP and MCA Health Plan’s financial and statistical information is provided in the documents included in this RFP’s Procurement Library.**

3.8 **Medical Management Decisions.** CONTRACTOR shall, in accordance with AHCCCS / CMS requirements, perform medical management functions in the operation of the Health Plans and its respective benefit plans in order to promote the use of medical resources in an efficient, clinically effective, and medically necessary way. All medical management decisions regarding the Health Plans Members will be made by a qualified individual in the employ of or under contract with CONTRACTOR. All such medical management decisions shall be consistent with accepted clinical criteria such as InterQual, Milliman Care Guidelines®, or such other criteria acceptable to AHCCCS / CMS and consistent with AHCCCS / CMS requirements in providing medically necessary covered benefits. CONTRACTOR will follow standard utilization review protocols.

3.9 **Marketing and Member Outreach.** CONTRACTOR will provide marketing and Member outreach services in accordance with AHCCCS / CMS requirements. CONTRACTOR shall use its best efforts to market, promote, and otherwise increase the number of Members in the Health Plan as determined to be appropriate or targeted as part of the District’s near or long-term strategy. All such outreach and marketing shall be performed in a professional manner consistent with AHCCCS / CMS requirements. The District and CONTRACTOR shall cooperate in all marketing efforts. The costs and expenses for standard marketing and outreach efforts for an AHCCCS / CMS plan shall be borne by CONTRACTOR, and are included in any Fee paid to CONTRACTOR.
3.10 **Practices and Procedures.** CONTRACTOR shall employ its standard practices and procedures in performing the Services hereunder.

3.11 **Records.** CONTRACTOR shall establish and maintain a record keeping system concerning the Services performed under this Agreement. Such record keeping system shall be sufficient to support the operation of the Health Plan and satisfy AHCCCS / CMS requirements and shall not be used for any non-Health Plan manner that may compromise MHP/MCA’s competitive position, particularly in Maricopa County. All such records received or established by CONTRACTOR under this Agreement, shall be the property of the District. CONTRACTOR shall retain such records subject to applicable law, and shall retain the right to access such records for CONTRACTOR purposes on a reasonable basis in the event of the termination of this Agreement.

3.12 **Information Systems and Transactions.** CONTRACTOR will provide information systems and support for such systems, and/or contracted vendors in order to support the provision of Services. CONTRACTOR will also comply with each applicable requirement of the HIPAA Standard Transactions Standards established in 45 CFR Part 162 when conducting all or any part of a Standard Transaction (as defined under HIPAA) electronically on behalf of the District.

3.13 **Response to District Strategic Planning.** Similar to the annual budget requirements and needs, driven by numerous changing healthcare, regulatory and economic environment factors, the CONTRACTOR, in our partnership arrangement, will serve as a valuable resource responding to the strategic needs of the District through telephonic/internet and/or in-person discussions and presentations supported by the preparation and provision of business plans and/or supporting analysis which may or may not include multiple scenario planning for each of the Health Plans throughout the life of the contract and will submit or assist with such plan(s) or input as requested and within the timelines required by the District.

The District reserves the right to add or delete services associated with this solicitation, and the subsequent contract(s), as needed by the District.
4.0 EVALUATION CRITERIA AND PROCESS

4.1 Proposal Review Process

A committee comprised of various representatives from MIHS departments will evaluate responsive and responsible proposals. The Committee may request clarifications and/or additional information from any Proposer through written correspondence. At MIHS’ option, Proposers may be shortlisted and invited to make presentations to the Committee. The Committee will prepare an objective ranking of the proposals. MIHS may, at its sole discretion, reject any or all proposals submitted in response to the Request for Proposal.

4.2 Phase 1: Proposal Evaluation

During this first phase, MIHS’ Evaluation Committee will evaluate all proposals based on the Phase 1 criteria described below:

- **Response to RFP Requirements (Attachment F) (40 Points)**
  This will include a thorough and detailed review of the responses to the Work Statement specifications, the quality, completeness, accuracy and level of detail of the Proposal, the demonstration of the Proposer understands of the concepts and requirements of the system.

  a) Compliance with all AHCCCS and CMS requirements (see current contracts between Maricopa Health Plan, Maricopa Care Advantage, AHCCCS and CMS on the MIHS website)
  b) Responsiveness to all requirements of this RFP
  c) Response to Work Statement Requirements, to include, but not limited to:
     a. Benefits Administration
        i. Portion of claims processed electronically
        ii. Processing Financial accuracy
        iii. Claims processing accuracy
        iv. Portion of claims that are disputed or appealed
        v. Ratio of pended encounters to processed and approved encounters
        vi. Portion of claims processed within 30 days
        vii. Portion of claims processed after 120 days
        viii. Portion of claims referred for fraud and abuse
        ix. Portion of disputes resolved within 30 days
     b. Medical Management Administration
        i. Portion of pregnant women who make 80% or more of prenatal appointments
        ii. Percent of months in a year where measured inpatient days < target days
        iii. Percent of months in a year where measured surgeries < target
surgeries
iv. Percent of months in a year where measured x-rays < target x-rays
c. Information Reporting
   i. Data captured in claims processing system
   ii. History extract form and availability
   iii. Standard reporting info and frequency
   iv. Customized reporting capability (ability to provide desired reports)
d. Delivery System and Network Access
   i. Percent of current network physicians in proposed network
   ii. Portion of PCP appointments within 21 days of request
   iii. Portion of Specialty care appointments within 45 days of request
   iv. Portion of office visits where waiting time is > 45 minutes
   v. Percent of current network Hospitals in proposed network
d) Ability to maintain a steady state of claims and encounter processing

- Transition Plan/Timeline (20 Points)
  a) Timelines, assignment of tasks
  b) Run-out
  c) Incurred But Not Received Claims (IBNR), handling of existing claims
  d) Reserve Requirements
  e) Outstanding claim history files
  f) Member-enrollment information
  g) Covered benefits, system upload
  h) Setup of Utilization & Medical Management protocols
  i) Eligibility process, ease of transferring to new administrator
  j) Setup of systems, adequate testing
  k) Reporting requirements/timelines
  l) Performance guarantees
  m) Provider network transition

A Gant chart may be included to demonstrate the proposers anticipated timelines based on the calendar previously listed

- Firm’s Qualifications (Attachments B and C) (20 Points)
  This will include a thorough and detailed review of the submitted Organizational Information and submitted Professional References.

  a) Experience in providing Medicaid managed care services to a broad range of Medicaid population within Arizona and Maricopa County is preferred but not required. Additional vendor reviews and approvals may be required by AHCCCS/CMS prior to execution and/or implementation of the agreement.

- Pricing (Attachment E) (20 Points)
  This will include a thorough and detailed review of the Proposer’s pricing. Although price will be a factor in proposal evaluation, MIHS reserves the right to accept other than the lowest priced proposal.
a) Cost of management services expressed as a percentage of net premium revenue separately for each individual MHP and MCA (AHCCCS and CMS) plans
b) Proposer and MIHS will develop an operating service level agreement (“SLA”) whereas if operating measures are not achieved, a penalty in the form of a fee reduction will be reconciled and settled within forty-five (45) days subsequent to the AHCCCS contract year end.
c) Degree to which the Proposer is prepared to accept risk (risk share) and/or provide incentives or penalties that will stabilize financial risk and results. As an example, the AHCCCS contract includes a quality incentive for attaining certain quality performance measures and then the participating AHCCCS plans in Maricopa are ranked based on a plan’s specific overall weighting versus the other plans. This quality incentive is funded through a 1% AHCCCS capitation premium withhold. A plan could earn up to 5% or as little as 0% for each respective measurement year. The District would be open to sharing capitation recoup greater than the 1% withhold. Conversely, the District will expect the CONTRACTOR to put a portion of their fee at risk for failure to return the base withhold.

a. Incentive payments when performance better than target
Penalty payments when performance worse than target

MIHS may shortlist Proposers with the highest evaluation scores based on the above criteria. Only these shortlisted Proposers will be invited to continue to Phase 2. The scores from Phase 1 WILL NOT be carried forward to Phase 2 evaluation.

4.3 Phase 2: Shortlisted Proposer Evaluation

During this second and final phase, the Evaluation Committee will evaluate finalist Proposers through inviting the finalist Proposers to attend team oral presentations/interviews and evaluating the finalist Proposers based on the Phase 2 criteria described below. MIHS reserves the right to request additional information from Proposers prior to final selection, and to consider information about the Proposer other than that submitted in the proposal.

- Finalist Proposer Team Interview (Maximum 70 Points)
  MIHS may provide interview questions in advance to Proposers. MIHS’ Evaluation Committee will evaluate interviews based on the team’s responses to questions, ability to effectively communicate, and the Committee’s assessment of the team’s ability to work successfully with each other and MIHS staff. MIHS may also ask Proposers to submit written responses to some questions in advance of the interviews.

- Strategic Fit (Maximum 30 Points)
  MIHS will evaluate proposed solutions based on overall best fit with MIHS business goals and objectives. The Committee will consider solution simplicity, overall
alignment with the requirements set forth in the RFP, as well as compliance with contract terms and conditions and any and all additional findings from MIHS’ due diligence process. MIHS’ due diligence may include client references, site visits, and independent evaluations and rankings for the Proposer from industry references.

4.4 Competitive Negotiation

MIHS retains the right to negotiate the final contract terms and conditions, to be presented to the Maricopa County Special Health Care District Board of Directors for approval, with one or more of the apparent most responsive proposers as solely determined by MIHS.

MIHS reserves the right to request clarification, to conduct discussions with proposers, to request revisions of proposals, and to negotiate price changes or waive minor informalities. During the discussion/negotiation period, no information will be disclosed regarding either the contents of proposals or discussions. When the Board of Directors makes an award, the solicitation file and the proposals are a matter of public record.

4.5 Best and Final Offer

MIHS may issue a written request for Best and Final Offers (BAFO). The request shall set forth the date, time and place for the submission of the BAFO. BAFOs shall be requested only once, unless the Director makes a written determination that it is advantageous to MIHS to conduct further discussions or change MIHS’ requirements. The request for a BAFO shall inform Proposers that if they do not submit a notice of withdrawal or a BAFO, their immediate previous offer will be construed as their Best and Final Offer.

4.6 Award of Contract

Subject to the Board of Directors approval, award will be made to the proposer whose proposal has been deemed most advantageous to MIHS in accordance with the evaluation criteria contained in this RFP.
5.0 INSTRUCTIONS TO PROPOSERS

5.1 General Directions

AHCCCS will not permit two Contractors to utilize the same management service company within the same GSA. Therefore, MIHS will not be able to consider any organization for a contract award that is currently providing management services to another contracted AHCCCS health plan in Maricopa County.

This Request for Proposal (RFP) package contains all the information and forms necessary to complete and submit a proposal. Proposers are encouraged to review the RFP package in detail prior to commencing work.

The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this Request for Proposal but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.

Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications. Conditional proposals will not be considered. All proposals must be signed by an authorized signatory; unsigned proposals may be rejected.

All responses and accompanying documentation will become the property of MIHS at the time proposals are opened. Proposals deemed to be non-responsive will be returned to the Proposer.

5.2 Required Response Format

To assist in the evaluation process, all proposals must follow the same format. Proposals in any other format may be considered informal and may be rejected.

One (1) scanned soft copy, in a single linear file, of the completed and signed original Proposal in Microsoft Word or Adobe PDF format on CD or flash drive with one original and five (5) hard copies in separate 3-ring binders of the Proposal must be submitted with the attachments in the following order and labeled as follows. The original must be labeled as such.

Executive Summary (5 page limit) – Free form providing the proposer the opportunity to highlight their firm’s proposal, pitch for value added services and/or opportunities beyond the core requirements of the contract (i.e., options for shared savings/risk
arrangements, etc.)

- Table of Contents
- Authorization to Submit Proposal and Required Certifications (Attachment A)
- Organizational Information (Attachment B)
- Professional References (Attachment C)
- Proposer’s Pricing (Attachment E)
- Proposer’s Reply to Work Statement (Attachment F) – 50 page limit
- Proposer’s Stated Exceptions to RFP Requirements (Attachment G)
- Proprietary and/or Confidential Information (Attachment H)
- Signed Addenda to this RFP

Proposals must utilize:
- 8.5”x11” page size
- Single Line Spacing
- 12-point Calibri font
- Margins set at 0.70”
- Header Setting at 0.67”
- Footer Setting at 0.37”

5.3 Authorization to Submit Proposal (Attachment A)

Attachment A must be completed and signed by a person authorized to make a binding offer for their organization. The original signed document must be included in the submission.

5.4 Organizational Information (Attachment B)

Proposers must complete the information requested in Attachment B. Necessary directions are included in the document.

5.5 Professional References (Attachment C)

Proposers must use the format provided in Attachment C for Professional References. Proposers are to supply references from at least three (3) companies or organizations for which they provide similar services. Preference is to have references for both Medicaid and D-SNP programs.

5.6 Intentionally Left Blank

5.7 Proposer’s Pricing (Attachment E)

Attachment E is to be used by the Proposer to specify their proposed rates for Health Plan Management Services. By completing the Proposer’s pricing, the Proposer is submitting its firm offer. Barring request for a best and final offer, pricing proposals are submitted as bona fide offers good for a period of 180-days from the date of proposal submission.
5.8 Response to Work Statement Requirements (Attachment F)

Proposers are to state precisely how their firm will satisfy each requirement. Conciseness will be viewed favorably in evaluating overall responsiveness to this solicitation.

5.9 Proposer’s Stated Exceptions to the RFP Requirements (Attachment G)

The Proposer shall clearly identify any exceptions to the RFP specifications or contract terms using Attachment G. This is the only means for proposers to state exceptions to the requirements of the RFP in their Proposal. **Exceptions raised at a later time, or in any other location of their Proposal, will not be considered in any negotiations.** Proposer(s) may inspect the Contract Provisions at:


5.10 Proprietary and/or Confidential Information (Attachment H)

Attachment H must be verified and signed by a person authorized to make a binding offer for their organization. The original signed document must be included in the submission.

**Any information that is deemed proprietary and/or confidential by a proposer must be clearly identified as such.** The Proposer shall submit justification for any information designated as proprietary and/or confidential in nature. Final determinations of nondisclosure, however, rest with the Procurement Officer.

MIHS will not be held accountable if material from responses is obtained by parties other than MIHS without the written consent of the Proposer.

5.11 E-Verification (Attachment I)

Attachment I is being provided for informational purposes only related to this solicitation. Proposers awarded a contract subsequent to this solicitation will be expected, upon request by MIHS, to submit the forms in Attachment I as a condition of the Contract.

**IT IS NOT NECESSARY TO INCLUDE THE DOCUMENTS IN ATTACHMENT I WITH YOUR PROPOSAL.**

5.12 Signed Addenda

It is the Proposer’s obligation to assure that they have received and reviewed all Addenda issued. Proposers must include a signed copy of each Addenda cover page issued in relation to this RFP within their Proposal. Proposers who fail to submit all signed Addenda may be deemed non-responsive and may be rejected. Addenda returned to MIHS separately from the Proposal will not be accepted. Any Addenda to this solicitation will be posted on the Maricopa Integrated Health System Web Site under the Solicitation
5.13 Proposer’s Inquiries

All Questions related to the content and requirements of this solicitation may be submitted to Brian Maness via e-mail at brian.maness@mihs.org or may be faxed to 602-344-1813. Direct contact with any MIHS personnel associates with this procurement other than the Procurement Officer (Brian Maness) is not allowed beginning with the issuance of this document through contract award. Failure to comply with this requirement can and will cause disqualification. Exceptions to this requirement involves firms already performing services for MIHS, allowing for discussions necessary for completion of services under existing contracts. Inquiries may be submitted by telephone, but must be followed up in writing. No oral communication is binding on MIHS. Questions will be accepted up until November 7, 2014 at 2:00 PM Phoenix, Arizona Time.

5.14 Submission of Proposal

Complete and sealed submissions must be delivered with the Solicitation Number (90-15-041-RFP) clearly visible on the outside of the parcel. Completed and sealed proposals, including a soft copy on CD or flash drive, as well as one original and five (5) hard copies must be delivered to the location specified below. Sealed parcels must be physically in the possession of MIHS Contracts Management, 2611 East Pierce Street, 2nd Floor, Phoenix, AZ 85008-6092 by December 4, 2014 at 2:00 PM Phoenix, Arizona Time. PROPOSALS RECEIVED AFTER 2:00 PM DECEMBER 4, 2014 PHOENIX, ARIZONA TIME WILL NOT BE ACCEPTED.

5.15 Withdrawal of Proposals; Late Proposals

At any time prior to the Proposal due date and time, the Proposer may withdraw its Proposal. Late proposals will not be accepted.

5.16 Proposal Opening

Proposals will be opened publicly 15 minutes after the Proposal due date and time. The name of each proposer will be read aloud and recorded, but no other information contained in the Proposals will be disclosed. Proposals will not be available for public inspection until after Contract Award.

5.17 Rights of MIHS

MIHS reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award or to waive or decline to waive irregularities in any proposal when it determines that it is in the its best interest to do so.
5.18 Cooperative Purchasing

MIHS has entered into Cooperative Purchasing arrangements including with the State of Arizona and the Strategic Alliance for Volume Expenditures ($AVE). $AVE includes many Phoenix metropolitan area municipalities and K-12 unified school districts. With the concurrence of the successful Proposer under this solicitation, any eligible political subdivision, school district or other governmental jurisdiction that is a participant in a Cooperative Purchasing arrangement in which MIHS is also a participant, may utilize the services of a contract resulting from a solicitation issued by MIHS. Proposers who do not want to grant such access to a member of a Cooperative Purchasing arrangement must state so by checking the appropriate box in their price submission in Attachment E. In the absence of a statement to the contrary, MIHS will assume that a Proposer does wish to grant access to any contract that may result from this solicitation.
ATTACHMENT A: AUTHORIZATION TO SUBMIT PROPOSAL AND REQUIRED CERTIFICATIONS

By signing below, the Proposer hereby certifies that:

* They have read, understand, and agree that acceptance by MIHS of the Proposer’s offer by the issuance of a purchase order or contract will create a binding contract;

* They agree to fully comply with all terms and conditions as set forth in the MIHS Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement;

The person signing the Proposal certifies that he/she is the person in the Proposer’s organization responsible for, or authorized to make, decisions regarding the prices quoted.

The Proposer is a corporation or other legal entity.

No attempt has been made or will be made by the Proposer to induce any other firm or person to submit or not to submit a Proposal in response to this RFP.

☐ All amendments to this RFP issued by MIHS have been received by the person/organization below. All amendments are signed and returned with the Proposal.

☐ No amendments have been received.

The price and terms and conditions in this Proposal are valid for 180 days from the date of submission.

________________________________________________________________________
FIRM SUBMITTING BID

________________________________________________________________________
ADDRESS

________________________________________________________________________
TELEPHONE

________________________________________________________________________
CITY

________________________________________________________________________
STATE

________________________________________________________________________
ZIP CODE

________________________________________________________________________
FAX

________________________________________________________________________
FEDERAL TAX ID NUMBER

________________________________________________________________________
EMAIL
AUTHORIZED SIGNATURE

DATE

PRINTED NAME AND TITLE

MINORITY BUSINESS/WOMEN BUSINESS/SMALL BUSINESS/DISADVANTAGED BUSINESS
(Check appropriate item):

☐ Minority Business Enterprise (MBE) ☐ Small Business Enterprise (SBE)
☐ Women Business Enterprise (WBE) ☐ Disadvantaged Business Enterprise (DBE)
ATTACHMENT B: ORGANIZATIONAL INFORMATION

The Proposer shall use this document to describe the background of its company, its size and resources and details of relevant experience.

1. Name of Proposer:__________________________________________________________
   dba:______________________________________________________________________

2. To whom should correspondence regarding this contract be addressed?
   Individual’s Name:___________________________________________________________
   Company Name:_____________________________________________________________
   Address:___________________________________________________________________
   City/State/Zip:_______________________________________________________________
   Phone:____________________ Fax:____________________ Email address:______________
   Contact Person (if different from above):______________________________________

3. Date business was established:______________________________________________

4. Ownership (e.g., public company, partnership, subsidiary):____________________

5. Primary line of business:____________________________________________________

6. Total number of employees:________________________________________________

7. Detail corporate experience within the last five years relevant to the proposed RFP, including specific details regarding the Proposer’s experience.

8. Is your organization acting as the administrative agent for any other agency or organization either in and/or outside of Arizona, or anticipate to be during the life of this agreement? ______
   If yes, describe the relationship in both legal and functional aspects.

9. Detail the qualifications and professional background of all management, technical, and on-site staff who would be directly involved in providing the proposed services. Include copies of their current resumes.

10. Provide a copy of the current organizational chart indicating all personnel who would be involved in providing the proposed services.

11. Does the organization have any uncorrected audit exceptions? __________________
12. Has any state or federal agency ever made a finding of non-compliance with any relevant civil rights requirement with respect to your program? ____________________________
   If yes, please explain.

13. Have there ever been any felony convictions of any key personnel (i.e., Administrator, CEO, Financial Officers, major stockholders or those with controlling interest)? _________________
   If yes, please explain:

14. Has anyone in your organization, or has your organization, ever been restricted or, in any way sanctioned, or excluded from participation in any governmentally funded healthcare programs including, but not limited to, Medicare or Medicaid/AHCCCS? ____________________________
   If yes, please explain.

15. MIHS is an ISO 9000 certified organization. It is important that MIHS’ suppliers also share the same value in quality commitment for their products and services. Does your organization have a quality management system (QMS) meeting the requirements of ISO 9001? If so, please briefly describe or provide a copy of your certificate.
ATTACHMENT C: REFERENCES

Enter the information requested below for at least three (3) professional references. These references should be current or recent clients for whom the Proposer has provided Health Plan Management Services similar to those solicited under this RFP. Preference is for both Medicaid and D-SNP program references. Additionally, please provide a full list of existing clients for which you provide similar services asked for under this RFP.

REFERENCE #

Organization Name: ____________________________________________________________

Address: _____________________________________________________________________

City/State/Zip: ___________________________________________________________________

Contact Person: _____________________________ Title: _____________________________

Contact Person Phone Number: _________________________________________________

Please provide a description of the services provided. Clearly identify the similarities and dissimilarities to the services being proposed in response to this RFP.

Description for Reference:
ATTACHMENT E: PRICING

The document is to be used by the Proposer to specify proposed rates for Health Plan Management Services. Rate quotes are to be provided for the initial contract period of three years.

Will allow other governmental entities to purchase from this Contract: Yes: ☐ No: ☐

<table>
<thead>
<tr>
<th>Health Plan</th>
<th>Reimbursement Methodology</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>MHP (AHCCCS Medicaid)</td>
<td>Percent of Premium</td>
<td>%</td>
</tr>
<tr>
<td>MCA (Medicare Dual-SNP)</td>
<td>Percent of Premium</td>
<td>%</td>
</tr>
</tbody>
</table>

Incentive (Risk Share) Proposal

*Please provide your Incentive (Risk Share) proposal below. You may also attach as a separate document*

Upon successful negotiations with Proposer(s), pricing information will be inserted into Section IV, Compensation, Paragraph 2, Pricing.

The price and terms and conditions in this Proposal are valid for 180 days from the date of submission.

I hereby certify that I acknowledge acceptance of the rates for the initial contract period of three years effective October 1, 2015:

---

Printed Name of Authorized Individual

Name of Submitting Organization

Signature of Authorized Individual

Date
ATTACHMENT F: RESPONSE TO WORK STATEMENT REQUIREMENTS

The Proposer must explain how they will meet all the requirements of the Work Statement. The Proposer shall insert appropriate text to indicate specifically how it will satisfy each requirement. The Proposer should use as much detail as necessary to clearly convey how they will ensure provision of these services. Proposers should not simply restate the requirements, but describe how each task will be accomplished.

Nothing prohibits the addition of supplemental services, not identified in this solicitation and deemed necessary by MIHS and agreed to by the selected Contractor(s).

Services associated with this procurement and the resulting contract(s) may be added or deleted by the District, as needed.

See Work Statement for Objectives and Tasks.
ATTACHMENT G: EXCEPTIONS TO RFP REQUIREMENTS AND/OR CONTRACT PROVISIONS


This is the only time Proposers may contest these issues. Requests for changes after the date Proposals are due will not be considered and could subject the Proposer to non-award on grounds of non-responsiveness.

Please sign and include this statement with your proposal.

I have read MIHS’ Contract Provisions and:

- [ ] I accept them
- [ ] I have stated my exceptions and have included them in this proposal.

Printed Name of Authorized Individual

Name of Submitting Organization

Signature of Authorized Individual

Date
ATTACHMENT H: PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Since the District is subject to Arizona’s Public Records Act, Title 39 Chapter 1 of the Arizona Revised Statutes, Proposer is advised that any documents it provides to the District in response to a solicitation will be available to the public if a proper Public Records Request is made, except that the District is not required to disclose or make available any record or other matter that reveals proprietary information provided to the District by a Proposer that is from a non-governmental source. See ARS 48-5541.01(M)(4)(b).

PURSUANT TO THE PROCUREMENT CODE, ANY SPECIFIC DOCUMENTS OR INFORMATION THAT THE PROPOSER DEEMS TO BE PROPRIETARY AND/OR CONFIDENTIAL MUST BE CLEARLY IDENTIFIED AS SUCH IN THE PROPOSAL ALONG WITH JUSTIFICATION FOR ITS PROPRIETARY AND/OR CONFIDENTIAL STATUS.¹

NOTE: The Proposer may not claim that the entire Proposal or the entire submission is proprietary and/or confidential. It is the Proposer’s responsibility to clearly identify each document and each piece of information in their submission that is proprietary and/or confidential. The final determination of nondisclosure, however, rests with the Procurement Officer.²

Proposer should be aware that if a Court determines that the Proposer’s information is not proprietary and/or confidential, the District will be required to disclose such information pursuant to a public records request. In such cases, Proposer understands and agrees that the District shall comply with the Court’s determination and Proposer shall not hold District liable for any costs, damages or claims whatsoever related to releasing the information.

This is the only notice that will be given to the Proposer regarding the Proposer’s responsibility to clearly identify its proprietary and/or confidential information. If a public records request is submitted to the District and the Proposer did not clearly identify its proprietary and/or confidential information at the time their Proposal is submitted, the District will not provide Proposer with any subsequent notice or opportunity to identify proprietary and/or confidential documents or information.

¹ MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT (MCSHCD) PROCUREMENT CODE, ARTICLE 1, GENERAL PROVISIONS, PARAGRAPH HS-104, CONFIDENTIAL OR PROPRIETARY INFORMATION.

² MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT (MCSHCD) PROCUREMENT CODE, ARTICLE 1, GENERAL PROVISIONS, PARAGRAPH HS-104(C).
Please sign and include this statement with your proposal. I hereby certify that I acknowledge acceptance of the terms above and that I have:

- Determined that no documents or information contained within this proposal are proprietary and/or confidential in nature.
- Clearly identified specific documents or information that are deemed to be proprietary and/or confidential and have justified the reason for the proprietary status of any identified documents or information contained herein.

Printed Name of Authorized Individual

Name of Submitting Organization

Signature of Authorized Individual

Date
ATTACHMENT I: CONTRACTOR EMPLOYMENT RECORD VERIFICATION REQUIREMENT

The following is provided for informational purposes only related to this solicitation. Proposers awarded a contract subsequent to this solicitation will be expected, upon request by MIHS, to submit the forms in this ATTACHMENT I as a condition of the Contract.

NOTE: IT IS NOT NECESSARY TO INCLUDE THE DOCUMENTS IN ATTACHMENT I WITH YOUR PROPOSAL.
MIHS, Employee Verification Worksheet

Contractor shall identify all contractor and subcontractor employees performing work under this contract and shall verify and certify that all employees working under this contract are in compliance with the Federal immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Maricopa County Special Health Care District, dba, Maricopa Integrated Health System (“MIHS”) Contractor Employment Record Verification Form and Employee Verification Worksheet

Complete and return within 30 days of receipt or as specified in cover letter to:

Maricopa Integrated Health System
Contracts Management
2611 E. Pierce St., 2nd FL
Phoenix, AZ 85008

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form and attached Employee Verification Worksheet the Contractor shall attest that it and all subcontractors performing work under the cited MIHS contract meet all conditions contained herein. Failure to complete and submit this form and attached worksheet on or before the request date to the above cited address and/or the falsification of any information provided herein shall be considered a material breach of the contract.

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<td>City:</td>
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I hereby attest that:

1. The contractor complies with the Federal immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract.

2. All subcontractors performing work under this contract comply with the Federal immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and

3. The contractor has identified all contractor and subcontractor employees who perform work under the contract on the attached Employee Verification Worksheet and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Contractor (Employer) or Authorized Designee:

_______________________________________________________________

Signature

_______________________________________________________________

Printed Name:

_______________________________________________________________

Title:

_______________________________________________________________

Date:
Contractor shall identify all contractor and subcontractor employees performing work under this contract and shall verify and certify that all employees working under this contract are in compliance with the Federal immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Contractor Name: ________________________________________________________________

Authorized Signature ___________________________________________ Date ______________

(Please copy and complete as necessary)

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