

SERIAL 10098 RFP RYAN WHITE PART A CASE MANAGEMENT CENTRAL ELIGIBILITY

DATE OF LAST REVISION: June 22, 2011

CONTRACT END DATE: June 30, 2014

CONTRACT PERIOD THROUGH JUNE 30, 2014

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **RYAN WHITE PART A CASE MANAGEMENT CENTRAL ELIGIBILITY**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 22, 2011**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Materials Management

AS/mm
Attach

Copy to: Materials Management
Rose Conner, Workforce Management



CONTRACT PURSUANT TO RFP

SERIAL 10098-RFP

This Contract is entered into this 22nd day of June, 2011 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Maricopa Integrated Health System, ("Contractor") for the purchase of services for the Phoenix Eligible Metropolitan Area Ryan White Part A Program.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 22nd day of June, 2011 and ending the 30th day of June, 2014.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PAYMENTS:

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax
- 2.3 INVOICES:
 - 2.3.1 The Contractor shall submit electronically to the Administrative Agent one (1) legible copy of their detailed monthly invoice before payment(s) can be made.
 - 2.3.2 Contractor will submit the invoice packet for services performed on or before the fifteen (15th) calendar day following the month in which services were performed.
 - 2.3.3 The invoice must include the requirements as outlined in the Ryan White Part A's current policies and procedures manual.
 - 2.3.4 Contractors providing medical services are required to utilize HCF-1500, UB-92 or other standardized medical claim forms as agreed to with the Administrative Agent, and to submit these to the Ryan White Part A Program in addition to the other required invoice reports and forms.

3.0 DUTIES:

- 3.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing.
- 3.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0 TERMS and CONDITIONS:

4.1 PRICE ADJUSTMENTS:

- 4.1.1 Any request for a fee adjustments must be submitted thirty (30) days prior to the current Contract anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

4.2 INDEMNIFICATION:

- 4.2.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 4.2.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 4.2.3 The scope of this indemnification does not extend to the sole negligence of County.

4.3 INSURANCE REQUIREMENTS:

The Contractor shall have in effect at all times during the term of this Contract insurance which is adequate to protect Maricopa County, its officers and employees, participants and equipment funded under the Contract against such losses as are set forth below. The Contractor shall provide County with current documentation of insurance coverage by furnishing a Certificate of Insurance or a certified copy of the insurance policy naming Maricopa County as an additional insured.

- 4.3.1 The following types and amounts of insurance are required as minimums:

- 4.3.1.1 Worker's Compensation as required by Arizona law

- 4.3.1.2 Unemployment Insurance as required by Arizona law

- 4.3.1.3 Public Liability, Body Injury and Property Damage policies that insure against claims for liability for Contractor's negligence or maintenance of unsafe vehicles, facilities, or equipment brought by clients receiving services pursuant to this Contract and by the lawful visitors of such clients. The limits of the policies shall not be less than \$1,000,000.00 for combined single limit.

4.3.2 Automobile and Truck Liability, Bodily Injury and Property Damages:

4.3.2.1 General Liability, each occurrence; \$500,000.00

4.3.2.2 Property Damage; \$500,000.00

4.3.2.3 Combined single limit; \$1,000,000.00

4.3.3 Standard minimum deductible amounts are allowable. Any losses applied against insurance deductibles are the sole responsibility of the Contractor.

4.3.4 Professional Liability Insurance; \$1,000,000.00

4.3.5 The Contractor will immediately inform the Director of any cancellation of its insurance or any decrease in its lines of coverage at least thirty (30) days before such action takes place.

4.3.6 Certificates of Insurance.

4.3.6.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

4.3.6.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

4.3.6.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

4.3.7 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.4 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

4.5 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

4.6 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Area Agency on Aging, Region One
Attn: Deborah Elliott
1366 East Thomas, Suite #200
Phoenix, AZ 85014

4.7 REQUIREMENTS CONTRACT:

- 4.7.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.
- 4.7.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.
- 4.7.3 Purchase orders will be cancelled in writing.

4.8 TERMINATION:

- 4.8.1 County may terminate this Contract at any time with thirty (30) days prior written notice to the other party. Such notice shall be given by personal delivery or by Registered or Certified Mail.
- 4.8.2 This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
- 4.8.3 County may terminate this Contract upon twenty-four (24) hours notice when County deems the health or welfare of a patient is endangered or Contractor non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Contract will terminate upon the expiration date of this Contract as stated on the Cover Page.

4.9 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event

of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.10 TERMINATION FOR DEFAULT:

4.10.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

4.10.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

4.10.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

4.10.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

4.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.12 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.13 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.14 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

4.15 USE OF SUBCONTRACTORS:

4.15.1 The use of subcontractors and/or consultants shall be pre-approved by the County. If the use of subcontractors is approved by County, the Contractor agrees to use written subcontract/consultant agreements which conform to Federal and State laws, regulations and requirements of this Contract appropriate to the service or activity covered by the subcontract. These provisions apply with equal force to the subcontract as if the subcontractor were the Contractor referenced herein. The Contractor is responsible for Contract performance whether or not subcontractors are used. The Contractor shall submit a copy of each executed subcontract to County within fifteen (15) days of its effective date.

1.0 All subcontract agreements must provide a detailed scope of work, indicating the provisions of service to be provided by both the Contractor and Subcontractor.

2.0 All subcontract agreements must include a detailed budget and work plan, identifying all administrative and direct service costs as defined in the Budget, Revenues and Expenditures section of this contract.

3.0 All subcontract agreements must document the qualifications and ability to provide services by the subcontracting agency.

4.15.2 The Contractor agrees to include in any subcontracts a provision to the effect that the subcontractor agrees that County shall have access to the subcontractor's facilities and the right to examine any books, documents and records of the subcontractor, involving transactions related to the subcontract and that such books, documents and records shall not be disposed of except as provided herein.

4.15.3 The Contractor shall not enter into a subcontract for any of the work contemplated under this Agreement except in writing and with prior written approval of the County. Such approval shall include the review and acceptance by the County of the proposed subcontractual arrangement between the Contractor and the subcontractor.

4.16 SUBCONTRACTING:

4.16.1 The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.16.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

4.18 RETENTION OF RECORDS:

4.18.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall

have full access to, and the right to examine, copy and make use of, any and all said materials.

- 4.18.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.19 ALTERNATIVE DISPUTE RESOLUTION:

- 4.19.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.19.1.1 Render a decision;

4.19.1.2 Notify the parties that the exhibits are available for retrieval; and

4.19.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

- 4.19.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

- 4.19.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.20 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.21 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.22 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

4.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

4.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.23.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

4.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

4.24.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

4.24.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

4.25 CONTRACTOR LICENSE REQUIREMENT:

4.25.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials

Management and the using agency of any and all changes concerning permits, insurance or licenses.

- 4.25.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

4.26 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 4.26.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

4.26.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

4.26.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.26.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4.26.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

- 4.26.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

- 4.26.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

4.27 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

4.28 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

4.29 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

4.30 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

- 4.30.1 Exhibit A, Service Provider Application;
- 4.30.2 Exhibit B, Pricing & Budget Form;
- 4.30.3 Exhibit C, Work Plan & Instructions; and
- 4.30.4 Exhibit D, Scope of Work.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

Mary Lynn Kasunic, President & CEO

PRINTED NAME AND TITLE

1366 E. Thomas Rd., Suite 108

ADDRESS Phoenix, AZ 85014

6/20/2011

DATE

MARICOPA COUNTY

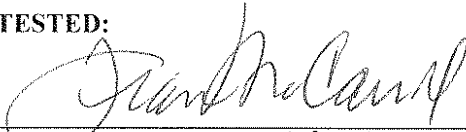


CHAIRMAN, BOARD OF SUPERVISORS

JUL 06 2011

DATE

ATTESTED:



CLERK OF THE BOARD 062211

JUL 06 2011

DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

July 6 2011

DATE

EXHIBIT A

SERVICE PROVIDER APPLICATION

Organization: **Area Agency on Aging, Region One**
 Address: **1366 E. Thomgas Rd, Suite 108**
 City: **Phoenix** State: **AZ** Zip: **85014**
 Telephone: **602 264-2273**
 Executive Director: **Mary Lynn Kasunic**
 Person completing this form: **Debby Elliott**

Legal Status: ☒ Non profit 501-C3 ☐ Corporation ☐ LLC ☐ Partnership ☐ Other: _____

Years in Business:

Maricopa County Vendor Registration Complete: ☒ Yes ☐ No Vendor Number: W000007280

Number of paid staff (fte) in your entire organization: **115**

Number of volunteer staff in your entire organization: **6**

Do you meet the insurance requirements as described in Section 4.10 of this proposal: ☒ Yes ☐ No

If no, will you be able to meet the requirements upon contract approval: ☐ Yes ☐ No

Audit Requirements as described in Section 4.22:

In compliance with OMB Circular A-102 ☐ Yes ☒ No ☐ N/A
 In compliance with OMB Circular A-110 ☐ Yes ☒ No ☐ N/A
 In compliance with OMB Circular A-122 ☐ Yes ☒ No ☐ N/A
 In compliance with OMB Circular A-87 ☐ Yes ☒ No ☐ N/A
 In compliance with OMB Circular A-21 ☐ Yes ☒ No ☐ N/A
 In compliance with OMB Circular A-133 ☒ Yes ☐ No ☐ N/A

If N/A on any please explain:

In compliance with the records retention policies as described in Section 4.31? ☒ Yes ☐ No

If no, describe how you will meet this contract requirement:

Do you have a written Equal Opportunity Employment Policy Section 4.43? ☒ Yes ☐ No

If no, describe how you will meet this contract requirement:

In compliance with cultural competency as described in Section 4.50 ? ☒ Yes ☐ No

If no, describe how you will meet this contract requirement:

Understand the requirements for using the CAREWare central database system as described in Section 4.51 ☒ Yes ☐ No

If no, describe how you will meet this contract requirement:

In compliance with confidentiality policies as described in Section 4.55? ☒ Yes ☐ No

If no, describe how you will meet this contract requirement:

Do you receive grant funds for your programs: ☒ Yes ☐ No

If yes, please list who you receive the grants from and how long:

Grant Fund 1: **Ryan White (RW) Part A, Maricopa County WMD, 18 yrs.**

Grant Fund 2: **RW Part D, MIHS, 12 yrs.**

Grant Fund 3: **HOPWA, City of Phoenix, 14yrs.**

Grant Fund 4: **HUD McKinney Vento Grant, City of Phoenix and HUD, 14 yrs.**

Do you have a financial system in place that will allow you to separate income and expenditures related to each grant and general funds: ☒ Yes ☐ No

If yes, Describe system: **The agency uses the CYMA system that accounts for all contract and cost centers by account code.**

If no, describe how you would be able to implement a system:

Do you have a financial system in place that will allow you to perform third party billing to ensure that funds used under this contract are the payer of last resort? ☒ Yes ☐ No

If no, describe how you would be able to implement a system for this:

EXHIBIT B

PRICING & BUDGET FORM

Maricopa County Health Care Mandates, as Administrative Agent for the Federal Ryan White HIV/AIDS Treatment Modernization Act of 2006 Part A grant, has created and revised the format for budget submissions for all Providers providing services under the Part A C.A.R.E. Act grant. The attached set of instructions will help you in completion of the Maricopa County Health Care Mandates Part A grant budget forms.

The forms can be completed electronically and sent to: _____ or manually and mailed to _____

- Purpose** In an ongoing effort to continuously improve the quality of service under the Ryan White Part A grant, these forms will enable providers to efficiently create annualized management budgets that accurately record the budgeted costs of services to the community. These forms create a standard format to accurately provide reporting information required under the administration of Part A funds. Every effort has been taken to ensure that the forms are easily completed and accurately reported.
- Objective** To standardize the budget system utilized by providers of Ryan White Part A funds that will:
- Accurately track and report Administrative Costs and Direct Service Costs separately.
 - Minimize risk of exceeding the Administrative Cost Cap (10% of the aggregate award available for service).
 - Minimize the real or perceived risk of arbitrary budget approval.

INSTRUCTIONS -

| FORM NAME | FORM NUMBER |
|-----------|-------------|
|-----------|-------------|

| | |
|-------------------|-----------------|
| Cover Page | B05-CV-1 |
|-------------------|-----------------|

Use this page to enter the summary information for your organization and Ryan White Part A grant award.
 * A separate budget packet, including Cover Page, is required for each Ryan White Part A grant award that you have been awarded.

The Cover Page consists of the following:

| | |
|--------------------|---|
| Name | Enter the official name of your organization |
| FEIN | Enter your federal employee identification number |
| Address | Enter the address of your organization |
| Authorized Contact | the name of the person to be contacted and allowed to make decisions |
| Telephone Primary | the telephone number of the Authorized Person |
| Contact Primary | the name of the person(s) to be contacted primarily (if different from above) |
| Telephone Primary | the telephone number of the Primary Contact |
| Email | Email of the Primary Contact |
| Fax Service | fax number that you can receive facsimile messages/correspondence |
| Category | the service category of the submitted budget packet (see Service Category in your Contract) |
| Grant Year | the beginning and ending grant year of your budget submission |

Budget Summary

B05-SU-1

This form summarizes all of the line items in the submitted budget packet for the award listed in the Cover Page.

Section I

Summarizes the organizational information provided in the Cover Page.
The information will automatically populate when the Cover Page is complete

Section II

This section summarizes the budget information calculated in the submitted budget packet for this grant.
This form is required for all Ryan White Part A awards issued by Maricopa County Health Care Mandates.
This form reports the summary line item amounts allocated as Administrative Costs, Direct Service Cost, and total budget for the budget packet for this service award.

Administrative costs relate to oversight and management of CARE Act funds and include such items as contracting, accounting, and data reporting.

Administrative Costs, defined in Section 2604(f)(3) defines allowable "subcontractor administrative activities to include:

1

- a. Usual and recognized overhead, including establishing indirect rates for agencies;
- b. Management and oversight of specific programs funded under this title; and Other types of program support such as quality assurance, quality control, and related
- c. activities."

Examples include: salaries and expenses of executive officers, personnel administration, accounting, the costs of operating and maintaining facilities, and depreciation or use allowances on building and equipment.

The Administrative Costs Column, including indirect cost, cannot exceed 10% of the total award

**** Indirect Cost - Providers claiming and indirect cost must submit their most current negotiated indirect cost rate issued federally**

2

Direct Services allocations are for service that directly benefits Ryan White HIV clients such as staff, medicine and drugs, clinical supplies, etc..

The final determination for cost allocations between Administrative Costs and Direct Service Costs resides with Maricopa County Health Care Mandates

If completing this form electronically, the information will automatically populate as the budget packet is completed:

* Enter the indirect rate used by your organization in cell [C134], if applicable - see "indirect cost".

Grant Balance - This cell calculates the amount of the grant less the projected costs. This number must equal 0.

Personnel

B05-PE-1

Use this form to list ALL persons being paid a salary from the Ryan White Part A grant in this budget packet.

This form calculates the applied annual salary and applied annual benefits per individual FTE.

The Provider must determine if the position(s) listed are Administrative, Direct Service, or Both

* for Both, the Provider must indicate how much of the time spent on Ryan White Part A activities are considered administrative.

For example - a Case Management Supervisor may continue with a case load of their own, in this

case, it must be determined how much of their time should be allocated to Administrative duties and Direct Service support.

The Cells referenced in the form (#) requiring entry are:

- (A) Full Time Hours. This is used to determine the annual hours for full time staff.
(Typically 2,080)
- (B) Benefits
Enter a brief name of all benefits included for staff and the percentage of gross salary associated with that benefit.
(I.e., Social Security - (FICA) 6.75%)
- (C) and (C-a) Enter the position title and staff members last name.
Enter the FTE, or fraction of full time, that this person will work on this Part A grant
- (D) (I.e., A person who spends 1/2 of full time hours on this grant would be .5 FTE)
Enter the position's hourly
- (E) rate
- (H) Determine whether a persons primary responsibilities on this grant will be for Direct Service activities or Administrative Activities by entering A or D.
* For a staff member who has both responsibilities, enter A
- (I) Enter how much of the persons time is spent on Administrative duties.
(I.e., a staff member can spend 90% of their time doing administrative duties and 10% performing Direct Services.)

The Cells referenced in the form (#) that are calculated are:

F,G,J,K,L,M,N,O,P,Q

These calculations are explained in under each of the Cell references. If submitting this form manually, follow the directions listed in the formula bar.

Travel

B05-TV-1

Use this form to budget any travel expenses associated with the services of the Ryan White Part A Grant.

This form consists of two (2) sections - Mileage and Other Travel

Mileage This section establishes a budget amount, both Administrative and Direct Service, for mileage reimbursement in conjunction with providing services to the grant. The Provider is to determine the per mile rate that they reimburse staff for (Cell [E12])
Maricopa County Health Care Mandates has adapted a standard formula to apply all mileage reimbursements budgets.

The mileage budget form requires the following entries:

- (A) Enter the number of FTE both Administrative and Direct Service in the corresponding row.
The information will automatically populate as the Personnel form is completed.
- (B) Enter the annual miles that are annually budgeted for one (1) FTE staff person.
***Do not use partial FTEs, only the annual miles for 1 FTE.**
- (C) [Cell E16] Enter the current rate used by your organization to reimburse mileage requests
- (G) Provide a detailed justification of the travel budget requested, both Administrative Cost and Direct Services.

Cell References: (D), (E), and (F) are calculated automatically.

**Other
Allowable
Travel**

In some cases, other travel may be allowed under the Ryan White Part A Grant.
Each item listed in this section must have a detailed and accurate budget justification attached.

At this time, Maricopa County Health Care Mandates has determined that costs included in this section are Administrative Costs

- (A) Enter the dates that the other travel is expected.
- (B) and (C) Enter the estimated cost and description of the expense
*this can include car rental, parking fees, etc.
- (G) Provide a detailed description of the justification, in relation to Ryan White Part A services as awarded in this grant.

Columns (D), (E), and (F) are calculated automatically.

Supplies B05-SP-1

Use this form to create the supplies budget for the Ryan White Part A grant for this budget packet.
Supplies can include general office supplies, (pens, paper, etc.) and program and medical supplies.

Section I General Office Supplies

Maricopa County Health Care Mandates has initiated a standard allocation model for general office supplies:
(Administrative Allocation = Total Budget x Percent of administrative FTE to total FTE)

When completing the general office supplies chart manually, use the information calculated in (N), (O), (P), and (Q) of the

Personnel Worksheet (Form B05-PE-1)

Section II Program Supplies

This chart can be used to identify and budget for program specific and/or medical supplies used in providing services.
Program Supplies have been determined to be Direct Service Costs, however final determination resides with Maricopa County Department of Public Health.

Equipment B05-EQ-1

Use this form to budget for equipment needed to support services under this Part A grant.

Indicate the item budgeted, the total budgeted amount, and a detailed justification of the equipment to be purchased.

Contractual B05-CT-1

Use this form to budget for consulting, contract labor, and/or subcontracts in conjunction with operating this Part A grant.

For each section, indicate the name, licenses/qualifications, hours budgeted, quoted rate, dates of service, and a detailed justification for why these services are necessary to provide services.

Other Program Support B05-SP-1

Use this form to budget for other support necessary to provide services under this grant. This form applies the FTE ratio for the expenditures including: telephone, postage, copying, and utilities.

**Other Professional
Services B05-PF-1**

Use this form to budget for other professional services; audit/accounting, insurance, rent/space, or other professional services.

For each section, indicated the provider of service(s), the rate, a detailed description of the services provided, and the method of calculating the budget for this Part A grant.

This section allows providers to indicate the percentage requested as administrative and direct service. Final determination reside with Maricopa County Health Care Mandates County Health Care Mandates.

**NAME OF
ORGANIZATION:**

Area Agency on Aging, Region One/HIV Care Directions

Fed. Employee ID # (FEIN)

74-2371957

ADDRESS:

1366 East Thomas, Suite 108

Phoenix, AZ 85014

AUTHORIZED CONTACT

Mary Lynn Kasunic

TELEPHONE

602-264-2255

FAX

602-264-8868

E-MAIL

care@aaaphx.org

PRIMARY
CONTACT

Debby Elliott

TELEPHONE

602-241-6123

FAX

602-264-8868

EMAIL

elliott@aaaphx.org

SERVICE CATEGORY

Case Management Central Eligibility

GRANT PERIOD:

3/1/2011

Start Date

2/28/2011

End Date

AMOUNT

\$

244,204.00

(Section I)

| | | | |
|------------------|---|-----------------|--------------------|
| Organization | Area Agency on Aging, Region One/HIV Care Directions | Contract Number | (Enter Contract #) |
| Service Category | Case Management Central Eligibility | | |
| Grant Period | March-11 h | February-11 | |

Narrative of Grant:

(Enter the Planning Council Definition of this service.)

(Section II)

Budget Requested: \$ 244,204.00

| Operating Expenses | | | Administrative Budget | Direct Service Budget | Total Budget |
|--------------------|-----------------|---------|-----------------------|-----------------------|--------------|
| Personnel: | Salaries | 3.5 FTE | \$- | \$130,062.40 | \$130,062.40 |
| Personnel: | Fringe/Benefits | | - | 39,018.72 | 39,018.72 |

Subtotal: Personnel

| | | |
|---|------------|------------|
| - | 169,081.12 | 169,081.12 |
|---|------------|------------|

Other Direct Costs

| | | | | |
|-----------------------------|--|---|-----------|-----------|
| Travel | | - | 6,125.00 | 6,125.00 |
| Supplies | | - | 30,167.52 | 30,167.52 |
| Equipment | | - | | |
| Contractual | | - | - | - |
| Program Support | | - | 16,630.00 | 16,630.00 |
| Other Professional Services | | - | - | - |

Subtotal: Other Direct Costs

| | | |
|---|-----------|-----------|
| - | 52,922.52 | 52,922.52 |
|---|-----------|-----------|

Total Operating Expenses

| | | |
|---|------------|------------|
| - | 222,003.64 | 222,003.64 |
|---|------------|------------|

(Personnel and Other Direct Costs)

Indirect Costs

| | | | |
|---------------|-----|-----------|-----------|
| Indirect Rate | 10% | 22,200.36 | 22,200.36 |
|---------------|-----|-----------|-----------|

SERIAL 10098-RFP

(Providers claiming an indirect cost must submit their most current negotiated

indirect cost rate issued by the cognizant federal agency.)

| | | | | |
|--|--------------------|-----------|------------|---------------------|
| Total Costs of Grant | (Percent of Total) | 22,200.36 | 222,003.64 | \$244,204.00 |
| (Total Operating Expenses plus Indirect Costs) | | 9% | 0% | |

**GRANT
BALANCE**

(Grant Revenue less Total Costs of Grant)

\$ (0.00)

The Grant balance must equal zero

please revise and resubmit

Finance
Approval

_____ Date: _____

Exec. Director
Approval

_____ Date: _____


Administrative
Agent

_____ Date: _____

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The following tabs are to be used to update the Budget Cover Sheet.

All backup is required with each grant.

 These cells indicate provider required entry.

| | | | | | | | | | | | | | | |
|---|---|--|------|-------|--------------------------|--------------------------|------------|-----------------------------------|--------------------|----------------------|-----------------------|-------------------------|-----|--------------------------------|
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | Personnel | All staff paid in full or part from this Ryan White Title I grant are to be listed in the following chart. | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| 1 | Staffing | | | | Provider Entry | Auto Calculation | | | | | | | | |
| | | | | | | | | | | | | | | |
| | (C) | (C - a) | (D) | (E) | (F) = (A)*(E)*(D) | (G) = (F)*(B) | (H) | (I) | (J) = (F)*(I) | (K) = (G) * (I) | (L) = (F) - (J) | (M) = (G) - (k) | | |
| | Staffing Area Agency on Aging, Region One/HIV Care Directions Case Management Central Eligibility | | | | | | | | | | | | | |
| | | | | | Gross | Benefits | | | | | | | | |
| | Position Title | Last Name | FTE | Rate | Applied to grant per FTE | Applied to grant per FTE | Job Status | Percent applied as Administrative | Gross Admin Salary | Gross Admin Benefits | Direct Service Salary | Direct Service Benefits | | |
| 1 | INTAKE ELIGIBILITY CLERK | | 3 | 15 | 93,600.00 | 28,080.00 | A | 0% | - | - | 93,600.00 | 28,080.00 | (A) | Calculating Annual Salary 2080 |
| | | | | | | | | | | | | | | (Rate x Annual Hours) |
| | | | | | | | | | | | | | | |
| 2 | Vice President Clt Sves | ELLIOTT | 0.25 | 38.56 | 20,051.20 | 6,015.36 | A | 0% | - | - | 20,051.20 | 6,015.36 | (B) | Benefits |
| | | | | | | | | | | | | | | Benefits Percent |
| | | | | | | | | | | | | | | Health Ins 13.43% |
| 3 | Case Manager Supervisor | TeKampe | 0.25 | 31.56 | 16,411.20 | 4,923.36 | 0 | 0% | - | - | 16,411.20 | 4,923.36 | | FICA 7.65% |
| | | | | | | | | | | | | | | Unemployment 1.23% |
| | | | | | | | | | | | | | | Retirement 6.30% |
| 4 | | | | | - | - | | 0% | - | - | - | - | | Life/Disability 0.91% |

TRAVEL

Travel can be budgeted for the cost of staff mileage and other travel associated with Ryan White CARE Act Title I funds.

- 1 Mileage** Mileage will be budgeted utilizing the standard calculation of annual miles for a full time staff person x the rate determined by your organization per mile x the number of FTE(s) budgeted to provide services under this grant.

| | (A) | (B) | (C) | (D) = (B)*(C) *(A) | (E) | (F) | (G) |
|---|--------------|---|------------------------------|-----------------------|----------|------------|-------------------------------|
| Mileage Area Agency on Aging, Region One/HIV Care Directions Case Management Central Eligibility | | | | | | | |
| | FTE | Annual Miles Budgeted (Per 1 FTE) | Miles Applied to Grant | Budget \$0.50 | Admin | Direct Svc | Description |
| 1 | Admin | 0 | 0 | \$- | - | - | |
| 2 | Direct Svc | 3.5 | 3500 | 6,125.00 | | \$6,125.00 | |
| | TOTAL | | 3500 | 12250 | 6,125.00 | - | 6,125.00 \$6,125.00 |

(Total Miles applied to this grant)

Note - Budget annual mileage for 1 FTE.

(B)

2 Other Allowable Travel

At this time, Maricopa County Health Care Mandates has determined that costs included in this section are Administrative Costs.

| | (A) | (B) | (C) | (D) = (B)+(C) | (E) = (D) | (F) | (G) |
|--|-----------------|----------------|----------------|---------------|-----------|----------------|-------------|
| Other Allowable Travel Area Agency on Aging, Region One/HIV Care Directions Case Management Central Eligibility | | | | | | | |
| | Dates of Travel | Cost Line Item | Cost Line Item | Total Budget | Admin | Direct Service | Description |
| 1 | | \$- | \$- | - | - | 0 | |
| | Description | | | | | 0 | |
| 2 | | \$- | \$- | - | - | 0 | |
| | Description | | | | | 0 | |
| 3 | | \$- | \$- | - | - | 0 | |
| | Description | | | | | 0 | |
| | | | | - | - | - | \$- |

| | | | | |
|----------------|----------|-------|----------------|----------|
| SUMMARY | (Travel) | Admin | Direct Service | Total |
| | | - | 6,125.00 | 6,125.00 |

The supplies line item is used to budget funds for supplies used in the operations of the budget. This category can include general office supplies and program/medical supplies.

- 1 **General Office Supplies: includes pens, paper, toner, etc.** (Apply at FTE Ratio)

| | (A) | (B) | (C) = (A)*(1-(B)) | (D) = (B) + (C) | (E) |
|--|---------------|----------|-------------------|-----------------|---|
| General Office Supplies Area Agency on Aging, Region One/HIV Care Directions Case Management Central Eligibility | | | | | |
| Item | Annual Budget | Admin 0% | Direct Service | Total | Narrative |
| 1 | 7770 | - | 7,770.00 | 7,770.00 | General Office Supplies in support of Program. Items to include desk supplies,paper,fliers,ink cartridge, form labels,,staples,file cabinets. |
| 2 | | - | - | - | |
| 3 | | - | - | - | |
| 4 | | - | - | - | |
| 5 | | - | - | - | |
| | | - | - | - | |
| TOTAL | | - | 7,770.00 | TOTAL | \$7,770.00 |

- 2 **Program Supplies**

Program Supplies have been deemed Direct Service.

| | (A) | (B) | (C) | (D) = (B) | (E) | (F) |
|---|---------------|-------|--------|-----------|-----|-----------|
| Program Supplies Area Agency on Aging, Region One/HIV Care Directions Case Management Central Eligibility | | | | | | |
| Description | Annual Budget | Admin | Direct | | | Narrative |
| 1 | 0 | 0 | - | | | |
| 2 | | | - | | | |
| 3 | | | - | | | |
| 4 | | | - | | | |
| 5 | | | - | | | |
| | | | - | | | |
| | TOTAL | - | - | TOTAL | | \$- |

Equipment less than \$1,000 - includes computers, fax machines, shredders, and adding machines to be used in the operations of this grant.

(Apply at FTE Ratio)

| | (A) | (B) | (C) = (A)*(1-(B)) | (D) = (B) + (C) | (E) |
|---|------------------|----------|-------------------|-----------------|--|
| Equipment less than \$1,000 Area Agency on Aging, Region One/HIV Care Directions Case Management Central Eligibility | | | | | |
| Description | Allocated Budget | Admin 0% | Direct Service | Total | Narrative |
| 1 5 ea.-Dell Optiplex PC | 4500 | - | 4,500.00 | 4,500.00 | Start up cost-5 PC's , 1 for AHCCCS Applicaions Clt's |
| 2 1 ea.-Fax Machine | 375 | - | 375.00 | 375.00 | Start up cost-1 Fax Machine for client information gathering & remiting as per program |
| 3 4 ea. -Phone refurbished | 1560 | - | 1,560.00 | 1,560.00 | Start up cost-Refurbished Phone for program |
| 4 Misc. Business furniture,telephone voice lines,data wiring | 14385.52 | - | 14,385.52 | 14,385.52 | Start up-5 cubicle work Sta.(\$4,309),5 Sta.chairs(\$194.00 ea.),3work table (\$150),4 chairs(\$55 ea.),Telephone lines(\$4,800),Data wiring(\$3,636.52) = \$14,385.52 |
| 5 1 ea.-Laptop | 1166 | - | 1,166.00 | 1,166.00 | Sart up-\$1,166.00 Laptop field work |
| 1 ea.-Portable scanner | 411 | - | 411.00 | 411.00 | Start up- 1 ea. Portable scanner field work |
| TOTAL | | - | 22,397.52 | TOTAL | \$22,397.52 |

Summary - 30,167.52

The equipment line item is budgeted for equipment purchased or leased in conjunction with operations of the grant.

Equipment greater than \$1,000

- 1 Equipment greater than \$1,000 - Include large equipment necessary to be used in the operations of this grant. Please note that there are more requirements for approval.

| (A) | | (B) | (C) | (D) = (B * (1 - (C))) | (D) = (B) + (C) | (E) |
|---|-----------------|----------|----------------|-----------------------|-----------------|-----|
| Equipment greater than \$1,000 Area Agency on Aging, Region One/HIV Care Directions Case Management Central Eligibility | | | | | | |
| Item Budgeted | Amount Budgeted | Admin 0% | Direct Service | Total | Narrative | |
| 1 | 0 | - | - | - | | |
| 2 | | - | - | - | | |
| 3 | | - | - | | | |
| 4 | | - | - | | | |
| 5 | | - | - | | | |
| | | - | - | | | |
| TOTAL | | - | - | TOTAL | \$- | |

The Contractual line item is used for consulting and contracting to be utilized in conjunction with operations of the grant.

This budget category includes payments to outside consultants and temporary services. Use this section for both professional and clerical support.

Consulting

- 1 Consulting - Include any payments anticipated for consulting and capacity building services

| Consulting Area Agency on Aging, Region One/HIV Care Directions Case Management Central Eligibility | | | | | | | | |
|---|---------------------------|----------------|-------------|--------------|----------------|--------------|----------------|------------------|
| | Consultant | Hours Budgeted | Quoted Rate | Total Budget | Admin Budget % | Admin Budget | Direct Service | Dates of Service |
| 1 | | | 0 | - | 0% | - | - | |
| | Licenses / qualifications | | | | | | | |
| | Narrative | | | | | | | |
| 2 | | 0 | 0 | - | 0% | - | - | |
| | Licenses / qualifications | | | | | | | |
| | Narrative | | | | | | | |
| 3 | | | | - | | - | - | |
| | Licenses / qualifications | | | | | | | |
| | Narrative | | | | | | | |
| 4 | | | | | | | | |
| | | | | | TOTAL | - | - | \$- |

Subcontracts

- 2 Include any payments for subcontracts to provide services under this grant.

Backup is required for each subcontract listed in this section. Maricopa County Department of Public Health will enforce the 10% administrative Cost Cap established by HRSA for first-line entities receiving Title I funds.

| Subcontracts Area Agency on Aging, Region One/HIV Care Directions Case Management Central Eligibility | | | | | | | | |
|---|----------------------|-------------------------|----------------|-----------------|---------------|-----------------|-------------------|---------------------|
| | Contract Provider | Units/Hours Budgeted | Quoted Rate | Total Budget | Admin Rate | Admin Budget | Direct Service | Dates of Service |
| 1 | Delta | | | - | 0% | - | - | |
| | Service(s) Provided | | | | | | | |
| | Narrative | | | | | | | |
| 2 | | | | - | | - | - | |
| | Service(s) Provided | | | | | | | |
| | Narrative | | | | | | | |
| 3 | | | | - | | - | - | |
| | Service(s) Provided | | | | | | | |
| | Narrative | | | | | | | |
| | | | | | | | | |
| | | | | | TOTAL | - | - | \$- |

1 Telephone

| Telephone Area Agency on Aging, Region One/HIV Care Directions Case Management Central Eligibility | | | | | |
|--|------------------------|----------|----------------|----------|--|
| Description | Annual Amount Budgeted | Admin 0% | Direct Service | Total | Narrative Justification |
| 1 Cell Phones | 2100 | - | 2,100.00 | 2,100.00 | Cell Phone use for client contact/program business |
| 2 Direct Line | 1320 | - | 1,320.00 | 1,320.00 | Office Phone-Program use |
| 3 | | - | - | | |
| | | - | - | | |
| TOTAL | | - | 3,420.00 | TOTAL | \$3,420.00 |

2 Copy/Duplicating

| Copy/Duplicating Area Agency on Aging, Region One/HIV Care Directions Case Management Central Eligibility | | | | | |
|---|--------|----------|----------------|----------|--|
| Description | Budget | Admin 0% | Direct Service | Total | Narrative Justification |
| Program Brochures | | | | | |
| 1 Program Brochures | 5500 | | 5,500.00 | 5,500.00 | Print Cost for Public visibility-Brochures |
| Other Copying/Duplicating | | | | | |
| 2 Business Cards,Client Forms,Professional duplication. | 2460 | | | | |
| | | - | 2,460.00 | 2,460.00 | |
| | 0 | - | - | - | |
| | 0 | - | - | - | |
| TOTAL | | - | 7,960.00 | TOTAL | \$7,960.00 |

Budget Category 6 4

3 Postage

| Postage Area Agency on Aging, Region One/HIV Care Directions Case Management Central Eligibility | | | | | |
|--|-----------------|----------|----------------|----------|--|
| Description | Amount Budgeted | Admin 0% | Direct Service | Total | Narrative Justification |
| 1 Program Postage | 5250 | - | 5,250.00 | 5,250.00 | Mail information to clients/program related business |
| | | - | - | | |
| TOTAL | | - | 5,250.00 | TOTAL | \$5,250.00 |

4 **Utilities**

Utilities have been deemed 100% administrative.
(Ruling 6.6.B05)

| Utilities Area Agency on Aging, Region One/HIV Care Directions Case Management Central Eligibility | | | | | |
|--|-----------------|----------|----------------|-------|-------------------------|
| Description | Amount Budgeted | Admin 0% | Direct Service | Total | Narrative Justification |
| 1 | 0 | - | - | - | |
| | | - | - | - | |
| | | - | - | - | |
| | | - | - | - | |
| | | - | - | - | |
| TOTAL | | - | - | TOTAL | \$- |

4 **Other Program Support**

| Other Program Support Area Agency on Aging, Region One/HIV Care Directions Case Management Central Eligibility | | | | | |
|--|-----------------|----------|----------------|-------|-----------|
| Description | Budgeted Amount | Admin 0% | Direct Service | Total | Narrative |
| 1 | 0 | - | - | - | |
| | 0 | - | - | - | |
| | 0 | - | - | - | |
| | 0 | - | - | - | |
| | | - | - | - | |
| TOTAL | | - | - | TOTAL | \$- |

1 Audit/Accounting/Finance

| Audit/Accounting/Finance Area Agency on Aging, Region One/HIV Care Directions Case Management Central Eligibility | | | | | | | |
|---|----------------|---------------|-------------|------------------|-------|----------------|-------------|
| Vendor | Hours Budgeted | Quoted Price* | Total Price | Dates of Service | Admin | Direct Service | Description |
| a | 0 | 0 | - | | - | | |
| Cost Method Used | | | | | | | |
| Budget Justification | | | | | | | |
| b | | | - | | - | | |
| Cost Method Used | | | | | | | |
| Budget Justification | | | | | | | |
| c | | | | | - | | |
| Cost Method Used | | | | | | | |
| Budget Justification | | | | | | | |
| | | | | TOTAL | - | | \$ - |

2 Insurance

| Insurance Area Agency on Aging, Region One/HIV Care Directions Case Management Central Eligibility | | | | | | | |
|--|----------------|------------------|-------------|------------------|-------|----------------|-------------|
| Insurance Type | Annual Premium | Percent To grant | Total Grant | Dates of Service | Admin | Direct Service | Description |
| a | 0 | 0% | - | | - | | |
| Cost Method Used | | | | | | | |
| Budget Justification | | | | | | | |
| b | 0 | 0% | - | | - | | |
| Cost Method Used | | | | | | | |
| Budget Justification | | | | | | | |
| c | | 0% | - | | - | | |
| Cost Method Used | | | | | | | |
| Budget Justification | | | | | | | |
| | | | | TOTAL | - | | \$ - |

3 Rent/Space

| Rent/Space Area Agency on Aging, Region One/HIV Care Directions Case Management Central Eligibility | | | | | | | | | | |
|---|----------------------|-------------|------------------|-------------|------------------|-------|----------------|-------------|---|--|
| a | Provider | Annual Rent | Percent to Grant | Total Grant | Dates of Service | Admin | Direct Service | Description | | |
| | | | 100% | - | | - | | | | |
| | Cost Method Used | | | | | | | | | |
| | Budget Justification | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | TOTAL | - | | \$ | - | |

4 Other Professional Service

| Other Professional Service Area Agency on Aging, Region One/HIV Care Directions Case Management Central Eligibility | | | | | | | | | |
|---|----------------------|----------------|---------------|-------------|----------------|-------|----------------|-------------|---|
| Vendor | | Hours Budgeted | Quoted Price* | Total Price | Admin Budget % | Admin | Direct Service | Description | |
| a | | 0 | 0 | - | 0% | - | - | | |
| | Cost Method Used | | | | | | | | |
| | Budget Justification | | | | | | | | |
| b | | | - | | - | - | | | |
| | Cost Method Used | | | | | | | | |
| | Budget Justification | | | | | | | | |
| c | | | | | - | - | | | |
| | Cost Method Used | | | | | | | | |
| | Budget Justification | | | | | | | | |
| | | | | | | | | | |
| | | | - | TOTAL | | - | - | \$ | - |

Instructions: Complete the yellow sections for this template. All information will be linked to the Unit Cost sheet of this work book
 This sheet allows for planning and cost calculations for services to be provided under this grant.
 Providers may utilize this sheet to determine costs of units that they are proposing for the contract.
 Providers also have the option to utilize the Unit Cost Narrative sheet at the end of this workbook.

Organization Name:
 Contract:

| | (A) Activity (From Work Statement) | (B) Product / Unit Name | (C) Number of Units Proposed | (D) Proposed Fee Per Product/Deli verable | Schedule of Deliverables | | | | | | | | | | | | (E) Total Payment Per Objective/Acti vity |
|-------|---|--|---------------------------------------|---|--------------------------|-----|-----|------|------|-----|-----|-----|-----|-----|-----|-----|---|
| | | | | | Mar | Apr | May | June | July | Aug | Sep | Oct | Nov | Dec | Jan | Feb | |
| 1 | Start-Up | N/A | - | - | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | - |
| 2 | Initial Clients | CE New/Full Client Packet Processed | 1,000 | #REF! | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 84 | 84 | 84 | 84 | #REF! |
| 3 | Renewals | CE Existing Client Packet Processed | 4,100 | #REF! | 341 | 341 | 341 | 341 | 341 | 341 | 341 | 341 | 343 | 343 | 343 | 343 | #REF! |
| 4 | Change in Status | CE Income/Residency Change | 1,000 | #REF! | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 84 | 84 | 84 | 84 | #REF! |
| 5 | | | - | - | | | | | | | | | | | | | - |
| 6 | | | - | - | | | | | | | | | | | | | - |
| 7 | | | - | - | | | | | | | | | | | | | - |
| 8 | | | - | - | | | | | | | | | | | | | - |
| TOTAL | | | 6,100 | | 507 | 507 | 507 | 507 | 507 | 507 | 507 | 507 | 511 | 511 | 511 | 511 | |

#REF!
 \$244,204.00
 #REF!
 (Over Budget)

- (A) From the Work Statement - enter which activity this unit relates to.
 (B) Product/Unit Name - Enter the name that identifies this unit.
 (C) Enter the number of units proposed for the contract year.
 (D) This fee calculates automatically, based on the budget and unit cost from the Unit Cost Worksheet.
 Schedule of Deliverables Enter the number of units BY MONTH proposed in the corresponding column and row.
 (E) This calculates the total amount budgeted, based on proposed units x proposed fee, for this contract.

EXHIBIT B-1

PRICING & BUDGET CLARIFICATION

**RW Part A Central Eligibility Proposal
Area Agency on Aging, Region One/HIV Care Directions®
Questions posed by Procurement and the RW Part A office:**

Here are the questions that we need additional clarification on from Area Agency:

1. Personnel-the personnel budget page needs the description of duties for each position. The job status for all position must be indicated (D for direct or A for administrative or A/D for both Direct and Admin). If any of the time for any position is administrative, the percentage of time that will be applied to administration needs to be indicated.

See budget – sent separately.

2. Travel-A description of the travel needs to be completed, along with information on which employees will be traveling. The RWPA program understands that since this is a new program that the travel expenses are an estimate and the program will reimburse based on the costs that the agency incurs as the program is implemented.

Travel will be done by staff assigned to the program to meet with clients at their home or other agency offices to facilitate intake or recertification in CE.

3. Supplies-file cabinets should be included in equipment less than \$1000 rather than in Supplies.

See budget – sent separately.

4. Equipment less than \$1000. Additional narrative is needed to justify 5 PCs, cubicles and chairs, as there are only 3.55 FTEs identified in the proposal. Area Agency indicated in their proposal that some of this equipment is to provide support for clients to complete their eligibility documents, but this detail is needed in the budget documents.

5 PCs, cubicles and chairs will be used by the 3 FTE dedicated CE staff and 2 stations for clients to work at to complete their paper work and to complete applications on-line, especially for AHCCCS / Health-e-Arizona as a determination of eligibility for medical care and prescription coverage. This will allow the CE Specialists and intake staff person to proceed with other clients in rotation to facilitate the timeliness of the process.

See budget – sent separately.

5. Telephones and data wiring costs need to be moved to Equipment greater than \$1000. These costs are considered by HRSA to be administrative costs, so additional narrative is needed if this is going to be a one time startup cost.

These will be one time startup costs to install equipment necessary to process the RW Part A client's applications and utilize CAREWare. These costs will be in addition to the usual program operations' administrative costs as discussed during the phone call with RW Part A administration during the presentation of these questions to the agency.

6. Equipment greater than \$1000. Will the Printer be purchased or leased. Also, the printer/copier is listed as administrative in the budget summary, but as direct in the equipment section. Please confirm whether this is a direct cost or a one time administrative cost.

The printer/ copier will be purchased.

The printer/copier will be a direct cost associated with each individual client's application/s' documents.

7. Program Support-Communication-Will cell phones be purchased? If so how many and for which employees? Please provide calculation for determining cost for both cell phones and direct lines.

Cell phones will not be purchased. The Agency reimburses direct service employees for their submitted, actual cell phone monthly bills up to \$50/mo. The estimated costs for cell phone use are based on the current staff utilization and applied to the number of FTE in this program. Costs per person vary from \$15/mo to \$50/mo.

8. Program Support-Copying/Duplicating and Postage -Please describe the cost allocation methodology used to determine the budgeted amount. The RWPA program understands that since this is a new program that these costs are an estimate, and the program will reimburse based on the costs incurred as the program is implemented.

The cost of the supplies is consistent with the Cost Allocation Plan of the Area Agency. The amount of supplies/ month is apportioned to the number of FTEs in the program. The amounts assigned to copying and postage was based on the number of individuals projected by the RW Part A office in the CE RFP. All new individuals would need a minimum of 3 documents copied and scanned and postage was figured on 10,000 mailings to clients for updates.

EXHIBIT C
Maricopa County Department of Health Care Mandates
Ryan White Part A Program
Phoenix, EMA
FY 2010/2011

Area Agency on Aging, Region One

GY 2010 WORK STATEMENT FOR *Central Eligibility*

| OBJECTIVES: | ACTIVITIES | IMPLEMENTATION PLAN/POSITIONS REQUIRED | HOW GOALS WILL BE MEASURED & THE EVALUATION METHODS |
|--|---|---|---|
| Objective 1: Start Up Activities | 1.Activities Establish office/set-up: hiring personnel, finalize processes, cabling for computer equipment, equipment and supplies purchases. | 1. Implementation: Hire Staff Establishing processes for RWPA Purchase equipment and supplies <i>Responsible staff:</i> HIVCD Program Director and Associate Director | 1. Narrative Measure Statement: This goal will be considered met upon start-up of the fiscal year, March 2011 Service Unit Name: Not Applicable Service Unit Definition: Not Applicable Number of Units to be Provided: Not Applicable |
| Objective 2: Eligibility of New Clients | 2. Activities Meet face to face with the client to acquire original client signatures on several application documents; face to face meetings will take place at the CE offices, at Ryan White Part A Contracted Service Providers offices on a rotating schedule and by appointment at the residence of home bound clients; Receive and exchange written, verbal and electronic information regarding | 2. Implementation: Upon notification of award of the grant, services will be started as described in “activities” within 30 days from the start of the fiscal year. <i>Responsible staff:</i> RW Part A Eligibility Specialists – 3 FTE Program Director - .25 FTE | 2. Narrative Measure Statement: CAREWare can provide a monthly financial report indicating the number of units provided monthly and client-level data. Service Unit Name: CE New/Full Client Packet Processed Service Unit Definition: 1 unit = 1 client application/form |

| | | | |
|--|---|------------------------------|---|
| | <p>client intake using face to face, telephonic, electronic data systems and U.S. Mail.</p> <p>Within seven (7) business days of receipt of the application, register all valid and complete applications in Health-e-Arizona and CAREWare as well as the name of the eligibility specialist assigned to the case.</p> <p>Query both systems to determine if the applicant is currently enrolled in either Program and resolve any data mismatch within ten (10) calendar days of the identified data mismatch.</p> <p>Screen the application packet received from an individual for 1) accuracy and completeness, 2) potential third party payer eligibility and referral.</p> <p>Follow up on all incomplete applications by making, at a minimum, one written request for any additional information necessary to determine eligibility.</p> <p>Review and process all Ryan White Part A applications to, eligible, pending or ineligible within seven (7) business days from the date of receiving the application.</p> <p>Enter into CAREWare the final eligibility disposition and documentation supporting the eligibility decision of any person determined eligible within 30 calendar days.</p> | Associate Director - .25 FTE | <p>processed</p> <p>Number of Units to be Provided: 1000</p> |
|--|---|------------------------------|---|

| | | | |
|---|---|---|---|
| <p>Objective 3: Eligibility of Existing Clients</p> | <p>3. Activities Review and update the eligibility of enrolled Ryan White Part A Program clients every six (6) months following the same time frames described above for initial applications for the processing of renewals.</p> <p>Every month mail renewal notices to Ryan White Part A clients; notices will be mailed six weeks prior to the renewal month.</p> | <p>3. Implementation: Upon notification of award of the grant, services will be started as described in “activities” within 30 days from the start of the fiscal year.</p> <p>Responsible staff: RW Part A Eligibility Specialists – 3 FTE Program Director - .25 FTE Associate Director - .25 FTE</p> | <p>3. Narrative Measure Statement: CAREWare can provide a monthly financial report indicating the number of units provided monthly and client-level data.</p> <p>Service Unit Name: CE Existing Client Packet Processed</p> <p>Service Unit Definition: 1 unit = 1 client application/form processed</p> <p>Number of Units to be Provided: 4100</p> |
| <p>Objective 4: Change In Status</p> | <p>4. Activities Upon receipt of information regarding changes in status (demographics (e.g., address, name change), or eligibility status, make a determination as to whether a redetermination of eligibility is required and, if necessary, complete redetermination of residency and income within seven (7) business days.</p> | <p>4. Implementation: Upon notification of award of the grant, services will be started as described in “activities” within 30 days from the start of the fiscal year.</p> <p>Responsible staff: RW Part A Eligibility Specialists – 3 FTE Program Director - .25 FTE Associate Director - .25 FTE</p> | <p>4. Narrative Measure Statement: CAREWare can provide a monthly financial report indicating the number of units provided monthly and client-level data.</p> <p>Service Unit Name: CE Residency Change OR CE Income Change</p> <p>Service Unit Definition: 1 unit = 1 client change form processed</p> <p>Number of Units to be Provided: 1000</p> |

EXHIBIT D**SCOPE OF WORK****1.0 SCOPE OF WORK:**

Part A of the Ryan White HIV/AIDS Treatment Modernization Act of 2009 (Ryan White HIV/AIDS Program) provides emergency assistance to Eligible Metropolitan Areas (EMAs) and Transitional Grant Areas (TGAs) that are most severely affected by the HIV/AIDS epidemic.

The Maricopa County Ryan White Part A Program is the single agency charged with the responsibility of administering the Health Resources and Services Administration, HIV/AIDS Bureau, Division of Service Systems, Ryan White Treatment Modernization Act of 2009, CFDA number 93.914 – HIV Emergency Relief Projects Grant for the Phoenix Eligible Metropolitan Area located in Maricopa and Pinal counties. An overview of these programs can be found at <http://hab.hrsa.gov/>.

1.1 Ryan White Part A Program Services:

- Part A funds may be used to provide a continuum of care for persons living with HIV disease. Seventy-five percent of the award must be used for core medical services and 25 percent must be used for support services.
- Core services are limited to outpatient and ambulatory services; AIDS Drug Assistance Program (ADAP) treatment in accordance with section 2616; AIDS pharmaceutical assistance; oral health; early intervention; health insurance premium and cost-sharing assistance for low-income individuals; home health care; medical nutrition therapy; hospice services; home and community-based health services; mental health services; substance abuse outpatient care; and medical case management, including treatment adherence services.
- Support services must be linked to medical outcomes and may include outreach, medical transportation, linguistic services, respite care for people caring for HIV/AIDS patients, referrals for health care and other support services, case management, and substance abuse residential services.
- As of February 28, 2009 there were 2,503 clients enrolled in the Ryan White Part A Program. 900 new clients were enrolled during Grant Year 2008. 1,500 clients renewed their eligibility twice during 2008.

1.2 Overview of Management Information Systems:

The Maricopa County Part A Program uses two (2) management information systems.

System one (1) provided by HRSA/HAB known as CAREWare- The Ryan White Part A Program Central CAREWare Policies & Procedures Including Central Eligibility and Referrals can be found at <http://www.maricopa.gov/materials>.

System two (2) provided by Arizona Health Care Cost Containment System (AHCCCS) known as Health-e-Arizona - The Health-e-Arizona website <https://www.healthearizona.org/app/default.aspx> is a comprehensive resource on the specifics of the system.

1.3 ELIGIBILITY DETERMINATION OPERATIONS:

Contractor must demonstrate experience in working with the public to provide, face to face, telephonic and electronic data systems to provide complex screening services, as well as activity and data reports meeting stringent timeframes with little or no margin of error. Contractors of Ryan White Part A Services from 2007 to 2010 will be considered as well as others that can document complex screening and data entry services, meeting the above criteria, for a two-year period and supply references to confirm dates and margins of error.

The Contractor shall be responsible for the eligibility determination and renewal process for eligible clients. Eligibility determinations for Ryan White Part A Program applicants and renewals shall be made by the Contractor in accordance with the Maricopa County Ryan White Part A Program Client Eligibility policies and procedures and shall comply with any future changes in eligibility policies and procedures. The complete Maricopa County Ryan White Part A Program Policies and Procedures can be found at <http://www.maricopa.gov/materials>. The Contractor shall process initial applications and renewal documents timely and accurately in accordance with performance standards contained within this document. The Contractor is required to use the forms and notices that are found in the identified Maricopa County Ryan White Part A Program Client Eligibility policies and procedures and those generated by the CAREWare system. The Maricopa County Ryan White Part A Program will solicit input from the Contractor in any future redesigns of the applications, forms and notifications.

The Maricopa County Ryan White Part A Program shall be responsible for establishing and maintaining the policies for Client Eligibility and shall provide clarification on any policy related issues raised by the Contractor.

1.3.1 Initial Applications:

1.3.1.1 Application Processing:

Initial applications require the central eligibility contractor to meet face to face, at least once, with the client to acquire original client signatures on several application documents. The contractor will provide, on a weekly schedule of 08:00 AM to 05:00 PM Monday through Friday, except Maricopa County designated Holidays, CE intake and renewal screening services at the Contracted Service Providers office location, by appointment at the residence of home bound clients when necessary and on a one business day per month rotating schedule at the site of fourteen (14) existing Ryan White Part A Contracted Service Providers' in Maricopa and Pinal Counties.

The Contractor shall have the ability to routinely receive and exchange written, verbal and electronic information on client intake (*not limited to client only – can be obtained from providers on the clients' behalf*) and renewal status using face to face, telephonic, electronic data systems and U.S. Mail.

Within seven (7) business days of receipt of the application, the Contractor shall register all valid and complete applications in Health-e-Arizona and CAREWare as well as the name of the eligibility specialist assigned to the case. The Contractor shall employ both fax and electronic scanning in the submission of supporting documentation into Health-e-Arizona and CAREWare and shall also query both systems to determine if the applicant is currently enrolled in either Program. The Contractor shall screen the application packet received from an individual for 1) accuracy and completeness, 2) potential third party payer eligibility and referral.

The Contractor shall develop and implement a process and procedure for contacting applicants with incomplete or missing information on their applications. The Contractor shall follow up on all incomplete applications by making, at a minimum, one written request for any additional information necessary to determine eligibility. The Contractor shall generate the written request and mail the request to the applicant. In addition to the written request, the Contractor can also email or call the applicant to obtain the needed additional information. The Contractor shall allow the applicant to submit the missing information by mail, facsimile, electronically or in person.

The Contractor shall review and process all Ryan White Part A applications to, eligible, pending or ineligible within seven (7) business days from the date of receiving the application. The Contractor shall enter into CAREWare the final

eligibility disposition and documentation supporting the eligibility decision of any person determined eligible within 30 calendar days.

1.3.1.2 Referrals to and from the Maricopa County Ryan White Part A Program:

Contractor must be able to develop and maintain successful working business relationships with AHCCCS and Maricopa County Ryan White Part A Program Administrative Agent and all its Contracted Service Providers to enable the referral of eligible clients to appropriate specialty services.

If the individual is already in Health-e-Arizona and/or CAREWare and there is a data mismatch, the Contractor shall resolve these cases, researching Health-e-Arizona and/or CAREWare to identify the actual person before adding them to an existing record or creating a new record in either Program. This research must be completed within ten (10) calendar days of the identified data mismatch date.

1.3.2 Semi Renewals:

The Contractor shall review and update the eligibility of enrolled Ryan White Part A Program clients every six (6) months. CAREWare will identify enrolled individuals due for six month renewal. The Contractor shall follow the same time frames described above for initial applications for the processing of renewals, e.g., all complete renewals shall be processed within seven (7) business days of receipt of the renewal application documentation.

The Maricopa County Ryan White Part A Program wishes to improve the efficiency and effectiveness of the renewal process. In order to achieve this, the Contractor may adopt different renewal procedures from those that are currently being employed by The Maricopa County Ryan White Part A Program. These processes must be approved by The Maricopa County Ryan White Part A Program Manager.

1.3.3 Changes in Status:

The Contractor shall establish a process for receiving and updating in CAREWare any changes in demographics (e.g., address, name change), or eligibility status based on information received from clients. The Maricopa County Ryan White Part A Program, upon receipt of this information, shall make a determination as to whether a redetermination of eligibility is required. This redetermination, if appropriate, must occur within seven (7) business days in the event of a reported status change.

1.4 CUSTOMER SERVICE:

The Contractor shall provide customer service sufficiently comprehensive to courteously, appropriately and adequately answer questions regarding The Maricopa County Ryan White Part A Program, and provide information and referrals to appropriate service providers. Customer service shall include a combination of written and verbal functions and in particular the Contractor is encouraged to contact customers electronically through a secure e-mail.

Contractor must be able to assist Ryan White Part A Program Contracted Service Providers with respect, dignity and enter into and uphold the tenets of The Maricopa County Ryan White Part A Program Business Associate Agreement.

Contractor must be able to assist clients without exhibiting any signs of judgment or discontent towards the client and ensure that all clients are treated with respect and dignity.

The Contractor shall have courteous, bi-lingual (English and Spanish) customer service personnel who can accurately answer questions and provide information about:

- The Maricopa County Ryan White Part A Program
- The AHCCCS Program
- Status/disposition of individual applications and renewals

Customer service staff shall be knowledgeable about the application and renewal process, eligibility criteria, grievance and appeal processes and other pertinent program information. As part of its Quality Management Plan, the Contractor shall establish performance measures for customer service that are reported monthly to The Maricopa County Ryan White Part A Program.

The Contractor shall provide assistance to individuals who require help in completing an application or renewal form. The Contractor shall also make oral translation services available, upon request.

If the Contractor prepares customer informational materials (e.g., renewal forms, web materials), these materials must be approved by The Maricopa County Ryan White Part A Program prior to distribution. These materials shall be translated into English and Spanish and shall, where appropriate, inform clients of their right to interpretation and translation services. Oral interpretation services must be available free of charge to all consumers regardless of the prevalence of the language. The Contractor shall make every effort to ensure that all information prepared for distribution to consumers is written at no greater Readability Statistic than 8th grade level. Regardless of the format chosen by the Contractor, the consumer information must be printed in a type, style and size, which can easily be read by clients with varying degrees of visual impairment. The Contractor shall make alternative formats available to consumers as appropriate.

1.4.1 Customer Service Line:

The Contractor shall maintain a toll-free customer service line dedicated to The Maricopa County Ryan White Part A Program. At a minimum the customer service line shall:

- Be staffed at a minimum five days per week, Monday through Friday 8:00 a.m. to 5:00 p.m., Mountain Standard Time (MST), except Maricopa County-approved holidays
- Have access to a telecommunication device for the deaf or hard of hearing (TDD/TTY) and to interpreter services for when there is not an operator available who speaks the caller's language
- Have 24-hour bi-lingual (English and Spanish) voice messaging capability for those times during which the line is not staffed. Any calls left on the 24-hour voice messaging service must be returned by the **following** business day. In the event the first attempt to reach the caller is not successful, the Contractor shall make, at least, one more attempt to return the call
- Have the ability to make actual person to person real time transfers to The Maricopa County Ryan White Part A Program Contracted Service Providers for inquiries.

1.4.2 Inquiries and Correspondence:

The Contractor shall respond to oral, written or electronic inquiries from individuals or organizations regarding the eligibility process for the AHCCCS program or The Maricopa County Ryan White Part A Program. For electronic correspondence, the Contractor must, as appropriate, utilize a secure e-mail system in order to maintain confidentiality. The Contractor shall document and track all inquiries with dates of receipt and response, and the nature and disposition of communication. Correspondence that is not directly related to The Maricopa County Ryan White Part A Program eligibility shall be referred to The Maricopa County Ryan White Part A Program along with any requests for information about program operations or data requests received from organizations other than The Maricopa County Ryan White Part A Program.

The Maricopa County Ryan White Part A Program Administrative Agent shall send all Ryan White Part A Program eligibility related questions that are received from the public to the Contractor who shall be responsible for answering.

The Contractor shall use The Maricopa County Ryan White Part A Program and HIV/AIDS logos, photo ready copy provided by the Maricopa County Ryan White Part A Program, on all correspondence but may also use the Contractor's own company logo.

Correspondence must be applicant/client-oriented and written at no greater Readability Statistic than 8th grade level, in the appropriate language (English or Spanish or indication of availability of oral translation services) and in plain language, understandable to the recipient. The Maricopa County Ryan White Part A Program, when asked, can provide technical assistance.

1.4.3 Information Distribution and Mailings:

The Contractor shall distribute application and renewal forms and other program materials developed by The Maricopa County Ryan White Part A Program to any organization or individual making a request to the Contractor for such materials.

The Contractor shall be responsible for printing and mailing (including the cost of postage) for the following:

- Initial application (using The Maricopa County Ryan White Part A Program template)
- Renewal notifications and forms available from The Maricopa County Ryan White Part A Program Policy & Procedures.
- Requests for applications or renewal forms or other Maricopa County Ryan White Part A Program information.

The Contractor's mailing address will be on envelopes that Maricopa County Ryan White Part A Program material is mailed out by the Contractor. The Contractor shall be responsible for resolving the reason for the mail being returned within seven (7) business days of receiving the returned mail. The Contractor shall accomplish this by researching the address and by attempting to contact the client. If the Contractor locates a correct address, the Contractor shall enter the correct address into CAREWare and re-mail the information to the client.

1.5 COMPLAINTS:

The Contractor shall execute processes to investigate, resolve and track complaints received regarding The Maricopa County Ryan White Part A Program eligibility process or any other actions taken or activities performed by the Contractor. The Contractor shall attempt to expeditiously resolve or rectify the situation to the complainant's satisfaction, if appropriate. The Contractor shall respond to the complainant either in writing or verbally. The Contractor shall document complaints and any resolution provided by recording comprehensive case notes for the particular case at issue. The Contractor shall maintain records of all contacts, correspondence and action taken to resolve inquiries and complaints.

For any complaints received which are not related to The Maricopa County Ryan White Part A Program eligibility process or the Contractor's operation, the Contractor shall document the complaint and refer the complaint to The Maricopa County Ryan White Part A Program, Quality Management Supervisor.

1.6 PERFORMANCE MEASURE:

In addition to the requirements detailed elsewhere in this proposal, the Contractor shall throughout the term of this contract meet the performance thresholds specified in the table below. Performance Measures will be audited during Administrative and Quality Management Site Visits.

The Maricopa County Ryan White Part A Program in conjunction with the successful bidder may develop and implement additional performance standards than those listed in the table. If the Contractor's performance falls below a performance threshold or previous performance level, the Contractor shall develop and implement a Maricopa County Ryan White Part A Program Quality Management approved corrective action plan. The Contractor's corrective action plan shall define the problem, describe recommended interventions to improve performance, describe interim monitoring to measure the effectiveness of the interventions, and set a measurable threshold for discontinuations of the corrective action plan. If the Contractor does not comply with the corrective action plan, The Maricopa County Ryan White Part A Program may impose any available remedy under this contract, including sanctions.

| Performance Measure | Performance Threshold |
|--|--|
| Timely Disposition of Applications | |
| All applications will be dispositioned by the Contractor within seven (7) business days of application date. | Monthly average of 95% timeliness |
| The Maricopa County Ryan White Part A Program shall calculate performance as it relates to disposition of the applications using data contained in CAREWare and supplied by the contractor. | |
| Timely Disposition of Renewals | |
| All renewals will be dispositioned by the Contractor within seven (7) business days of the receipt date | Monthly average of 95% timeliness |
| | |
| The Maricopa County Ryan White Part A Program shall calculate performance as it relates to disposition of the applications using data contained in CAREWare and supplied by the contractor. | |
| Accuracy of Eligibility Determination | |
| The Contractor's eligibility determination error rate shall not exceed 3%. | Average of 97% accuracy per quarter |
| | |
| The Maricopa County Ryan White Part A Program shall calculate eligibility determination accuracy by conducting a statistically valid review of the Contractor's eligibility files (initial and renewals) to determine the accuracy rate. | |
| Accuracy of Customer Service Response | |
| The Contractor's customer service responses will be accurate at least 97% of the time. The Contractor may monitor an agreed upon number of customer calls each month and determine the percentage of error free calls. | Monthly 97% of monitored calls are error free. |

1.7 QUALITY MANAGEMENT PROCESS:

The Contractor shall put in place a quality management program that includes processes for: 1) monitoring the Contractor's compliance with all contract requirements and attainment of contract performance standards, and 2) implementing corrective actions to address any deficiencies or identified opportunities for improvement. Specific components of the Contractor's quality management program must include, processes for:

- Monitoring and evaluating all functional areas performed by the Contractor, e.g., eligibility screening and processing, customer services, and staff training. This must include:

- A monthly review of eligibility files to determine accuracy of the eligibility determination. During the first six months of operation, the Contractor shall review eligibility determinations made by all employees. On an ongoing basis the Contractor shall review 1) all eligibility determinations made by any new employees during their first six months of employment and 2) a sample of eligibility determinations made by all other employees. A copy of the review tool shall be provided with the plan. Results of the reviews and action taken shall be provided to The Maricopa County Ryan White Part A Program.
- An ongoing survey of consumer satisfaction with the services provided by the Contractor with a quarterly report summarizing the survey results and action taken to address any identified areas of improvement. A copy of the survey tool shall be provided with the plan.
- Ongoing measurement of customer services performance measures (see Section 6.0) and other contract performance standards (e.g., timeliness requirements for provision of appeal related information, eligibility process timelines)
- Developing, implementing and monitoring interventions (including corrective action plans) to address deficiencies and continuously improve Contractor operations.
- Providing The Maricopa County Ryan White Part A Program, as necessary, with reports on the Contractor's performance and the results of interventions.
- Allocating resources necessary for assuring contract operations that meet the performance standards.

1.7.1 Quality Management Plan:

The Contractor shall develop a Quality Management Plan that describes in detail the structure and processes of the Contractor's quality management program, including copies of policies and procedures. The Contractor shall submit the initial Quality Management Plan to The Maricopa County Ryan White Part A Program for approval within sixty (60) calendar days after contract award and thereafter the annual Quality Management Plan shall be submitted to The Maricopa County Ryan White Part A Program for approval forty five (45) calendar days after the beginning of the new contract year. In addition, the Contractor shall annually review and update the plan, evaluating the previous year's activities and identifying all goals and initiatives for the upcoming year. As part of this plan the Contractor shall include strategies for addressing specific Contractor performance requirements that The Maricopa County Ryan White Part A Program will establish annually in order to address targeted areas for improvement.

1.7.2 Quality Reviews and Audits:

The Contractor shall cooperate fully with The Maricopa County Ryan White Part A Program or any other authorized governmental entities that are conducting quality reviews or audits related to activities performed under this contract such as federal eligibility determination quality control reviews.

In order to determine the accuracy of the Contractor's eligibility determination decisions (initial and renewals), The Maricopa County Ryan White Part A Program Quality Management Program shall conduct annual quality evaluations. A description of the methodology to be employed can be found in The Maricopa County Ryan White Part A Program Policies & Procedure Manual Appendix labeled Quality Management Plan. The Contractor shall provide all supporting documentation for selected eligibility decisions to the Quality Management Program for review. The error tolerance level is set at three percent. If the error rate for any rating period exceeds the three percent tolerance level, the Contractor shall develop and submit to The Maricopa County Ryan White Part A Program for approval a corrective action plan that sets forth steps the Contractor shall take to address the error trends and improve the accuracy of the eligibility decisions.

| REPORT | Due Date | Send To |
|--|---|---|
| Eligibility Applications | | The Maricopa County Ryan White Part A Program |
| Monthly Eligibility File Reviews for accuracy – summarizing the results of the monthly review of eligibility cases processed by the Contractor’s employees | Twenty (20) calendar days after the end of each month | |
| Quarterly Customer Survey Results | Twenty (20) calendar days after the end of the contract quarter | |
| Financial | | |
| Annual Financial Audit Report conducted by independent certified public accounting entity for the subsidiary and/or parent company if applicable. | One Hundred Twenty (120) calendar days after year end Must be submitted within nine (9) months of the close of the Contractor’s fiscal year. | |
| Other Reports | | |
| Annual Quality Management Plan | Sixty (60) calendar days after contract award and then annually Forty Five (45) calendar days after the beginning of each new contract year | |
| Transition Plan Section 10.0 | Twenty (20) calendar days after contract award | |
| Desktop Procedure Manual Section 9.3 | Forty Five (45) calendar days after contract award | |
| Business Continuity Plan Section 9.4.4 | Sixty (60) calendar days after contract award | |

1.8 REPORTING REQUIREMENTS:

1.8.1 Notification:

In addition to the requirements set forth under the section of the RFP the Contractor shall notify The Maricopa County Ryan White Part A Program Manager immediately by telephone and by email of any and all problems when discovered that may affect the daily operations of the contract and/or any area impacting the Contractor’s operation.

1.8.2 Standard Reports:

The Contractor shall submit to The Maricopa County Ryan White Part A Program the reports described below. The Maricopa County Ryan White Part A Program may make reasonable requests for additional information not referenced herein or may request that the Contractor address any identified deficiencies as a result of reviewing the reports. The Contractor shall comply with all such reasonable requests in a timely manner. All reports shall include an executive summary, strategic analyses or trend and recommendations, including any corrective actions that the Contractor plans to implement to correct any identified deficiencies. The submission of late, inaccurate or otherwise incomplete reports shall constitute failure to report subject to the penalty

provisions described in this contract. Standards applied for determining adequacy of required reports are as follows:

- Timeliness:* Reports or other required data shall be received on or before scheduled due dates
- Accuracy:* Reports or other required data shall be prepared in strict conformity with appropriate authoritative sources and/or Maricopa County Ryan White Part A Program defined standards
- Completeness:* All required information shall be fully disclosed in a manner that is both responsive and pertinent to report intent with no material omissions.

The Maricopa County Ryan White Part A Program requirements regarding reports, report content and frequency of report submission are subject to change at any time during the term of the contract. The Contractor shall comply with all changes specified by The Maricopa County Ryan White Part A Program.

1.9 ADMINISTRATIVE REQUIREMENTS:

1.9.1 Organizational Structure and Staffing:

The Contractor shall have in place the organization, management and administrative systems capable of fulfilling all contract requirements. The Contractor shall maintain a current functional organization chart, showing main departments/units, key personnel and number of staff members in each department/unit. The Contractor shall also maintain current job descriptions for all staff assigned to this contract and shall establish policies and procedures for continuously monitoring staff performance and addressing any identified deficiencies.

1.9.1.1 Key Personnel:

The Contractor shall have the following key personnel:

- *Project Director*, who serves as the primary point of contact with The Maricopa County Ryan White Part A Program during the implementation phase of the project and is responsible for contract implementation, project management, liaison with and status reporting to The Maricopa County Ryan White Part A Program. *(Administrative cost is limited to 10% of contract total)*
- *All Other personnel including Project Director and other staff*, not to exceed 3.5 Full Time Equivalents' (FTE's) to cover all functions of the contract.

1.9.1.2 Collaboration with The Maricopa County Ryan White Part A Program and Other Stakeholders:

The Contractor shall establish working partnerships with The Maricopa County Ryan White Part A Program and other appropriate entities to facilitate the efficient and accurate processing of eligibility applications and renewals, complaints and appeals.

The Contractor's staff, especially key personnel, shall meet with and be accessible to The Maricopa County Ryan White Part A Program staff on a mutually agreeable, regularly scheduled basis and as otherwise needed.

1.9.2 Training Program:

The Contractor shall establish a training program that includes training for its employees and as appropriate for The Maricopa County Ryan White Part A Program staff. The Contractor shall provide comprehensive initial training to new hires consisting of both technical and programmatic training modules before assuming professional job responsibilities. This shall include training on The Maricopa County Ryan White Part A Program and its relevant policies, the relevant policies and procedures set forth in the Contractor's desktop procedure manual, customer service and cultural competency, the eligibility systems, and the Business Continuity and Recovery Plan. The Contractor shall provide ongoing refresher and remedial training as required by programmatic and operational changes and updates, and identified employee performance discrepancies. The Contractor shall also conduct annual staff trainings regarding Cultural Sensitivity and The Health Insurance Portability and Accountability Act (HIPAA) privacy and security requirements. Additionally, Contractor employees who have access to the system or other eligibility related data will be required to participate in an annual certification process conducted by The Maricopa County Ryan White Part A Program on-line.

During the transition period, The Maricopa County Ryan White Part A Program will provide initial training to the Contractor on The Maricopa County Ryan White Part A Program eligibility requirements and the use of the CAREWare system and coordinate with AHCCCS for training and use of the Health-e-Arizona System to be used by the Contractor for purposes of this contract. After this initial training, the Contractor shall be responsible for coordinating with the Ryan White Part A Program and AHCCCS for ongoing training on the respective systems used by the Contractor under this contract.

The Contractor shall maintain documentation of training in a central file. The Contractor shall be responsible for the costs related to training the Contractor's staff to perform tasks specified by the Scope of Work.

1.9.3 Desktop Procedure Manual:

The Contractor shall develop and submit to The Maricopa County Ryan White Part A Program for approval a desktop procedure manual that sets forth operating procedures for meeting the requirements of this contract. This manual shall be submitted no later than forty five (45) calendar days after the award of this contract.

The Contractor will continue to update the manual to address any new or changed requirements included in this contract. These updates shall be submitted to The Maricopa County Ryan White Part A Program for approval prior to implementation. The manual and any updates must comply with the State and federal rules and policies, including all relevant Maricopa County Ryan White Part A Program eligibility policies.

1.9.4 Information and Communication Systems:

The Maricopa County Department of Workforce Management and Development requires the installation and utilization of HRSA-supplied Ryan White CAREWare software for reporting purposes, to include quality management program reporting requirements. The Contractor agrees to install, collect, and report all data requested by the Maricopa County Department of Workforce Management and Development via CAREWare within sixty (60) calendar days of request by the Maricopa County Department of Workforce Management and Development. The Contractor agrees to participate in technical assistance training and/or informational presentations for CAREWare at various times scheduled during the contract year. CAREWare is used for client level data reporting and is used for monthly billing reports, demographic reports, and various custom reporting. Samples of these reports can be found in sections 4-6 of the Ryan White Part A Program Policies Manual.

The CAREWare software is supported by the Part A office for training and end user support. The contractor is responsible for coordinating the installation of the CAREWare software with their

internal information technology staff. CAREWare software is developed by HRSA and requires no licensing fees. The CAREWare software and central database are explained in sections 4-6 of the Ryan White Part A Program Policies Manual.

The Contractor shall comply with all HIPAA privacy and security and compliance regulations, e.g., assignment and review of user IDs, requiring passwords, protecting Private Health Information. Before provided access to The Maricopa County Ryan White Part A Program and the Health-e-Arizona systems, the Contractor must complete applications, security paperwork and sign user agreements. Fees for Health-e-Arizona set up will be reimbursed as part of the contractor agreement with Maricopa County. In addition The Maricopa County Ryan White Part A Program shall confirm network connectivity prior to implementation. The Contractor shall also establish a secure e-mail system for confidential correspondence with stakeholders.

1.9.4.1 System Support and Availability:

The VPN connectivity support is provided through the Maricopa County Ryan White Part A Program and the Office of Enterprise Technology (OET). Upon proper authorization for VPN access software instructions and configuration settings are provided to contractor. The support for the VPN connectivity is provided through the Help desk at (602)506-4357.

The CAREWare application is supported through the Maricopa County Ryan White Part A Program, working through its CAREWare Consultant and will be responsible for supporting all of the CAREWare supplied applications that are used to process eligibility applications and renewals.

The Ryan White Part A Program CAREWare Consultant shall analyze and resolve all CAREWare-related system issues reported by the Contractor. The Ryan White Part A Program CAREWare Consultant shall refer all Contractor-related system issues back to the Contractor for resolution.

The Ryan White Part A Program CAREWare Consultant shall be responsible for conducting maintenance of the system hardware and software. The system is generally available 24 hours, seven days a week. The Ryan White Part A Program CAREWare Consultant will provide the Contractor with a notification of system downtime as needed. Typically, downtime includes:

- Quarterly System maintenance as determined by the Maricopa County Office of Enterprise Technology
- CAREWare System upgrades as made available by the CAREWare development team through HRSA

If notified well in advance, The Ryan White Part A Program CAREWare Consultant will try to reschedule planned downtime to accommodate a special need of the Contractor to access the system.

The Health-e-Arizona application is supported through the AHCCCS technical assistance provider. This provider is responsible for conducting maintenance of its system hardware and software. The system is generally available 24 hours, seven days a week.

AHCCCS policy and procedure will govern access and level of support.

1.9.4.2 Technical Service Center: Technical Support and Resolution of Discrepancies:

The Ryan White Part A Program CAREWare Consultant is responsible for providing technical support to the Contractor as it relates to using the CAREWare eligibility systems. To request technical support or report a system-related problem, the Contractor shall call The Ryan White Part A Program,

Administrative Program Assistant at (602) 506-5341. The Ryan White Part A Program CAREWare Consultant may not be able to resolve the question or problem in the same call. The average timeframe to resolve a problem that requires additional research or a data repair is typically two business days.

1.9.4.3 Contractor Responsibilities:

The Contractor is responsible for all Contractor system and communication related equipment and software, including costs, service, maintenance and upgrades and access to the Internet. The Contractor at no additional cost to The Maricopa County Ryan White Part A Program shall be responsible for all hardware or software upgrades as required to maintain compatibility with CAREWare or Health-e-Arizona applications software/hardware.

The provider is required to provide the following:

- Internet Connectivity via broadband
- IT personnel to install and configure
 - CAREWare 4.x
 - Nortel VPN Connectivity Client Software
 - Microsoft .net 1.1
- Workstations minimum requirements to run CAREWare and Health-e-Arizona
 - 96 MB RAM, 1GHZ or faster processor and 1GB of hard drive space
 - Windows 2000, XP or Vista based O/S

The Contractor is also responsible for all applicable workstation software licensing.

1.9.4.4 Business Continuity and Recovery Plan:

The Contractor shall have a Business Continuity and Recovery (BCR) Plan to deal with unexpected events that may affect its ability to adequately deliver contractual services. The BCR Plan must be specific to the Contractor's operations in Arizona and reference local resources. The plan shall, at a minimum, contain:

- Planning and training for 1) electronic/telephonic failure at the Contractor's main place of business, 2) complete loss of use of the main place of The Maricopa County Ryan White Part A Program business, 3) loss of primary computer systems/records, 4) communication between the Contractor and CAREWare in the event of a business disruption, and 5) periodic testing, at least annually.
- Specific provisions for recovery of key customer priorities.
- Specific timelines for resumption of services. The timelines should note the percentage of recovery at certain hours, and key actions required to meet these timelines.

The Contractor shall review its BCR Plan at least annually and update as needed. The Contractor's initial BCR Plan shall be reviewed and approved by The Maricopa County Ryan White Part A Program and in subsequent contract years the Contractor shall submit a summary of the plan to The Maricopa County Ryan White Part A Program 14 business days after the start of the contract year.

The Contractor shall designate a staff person as the Business Continuity Planning Coordinator and furnish The Maricopa County Ryan White Part A Program with that contact information. All Contractor staff shall be trained and familiar with the Plan.

1.10 TRANSITION ACTIVITIES:

Within ten (10) business days of the award of the CE-RFP The Ryan White Part A Program Administrative Agent Transition Project Team, consisting of the Administrative Services Supervisor, Quality Management Trainer and the Ryan White Part A Program CAREWare Consultant, will meet with the awarded Contractors' Project Director and staff to develop a Transition Project Implementation Plan that when implemented will allow for a smooth transfer of central eligibility function from existing Ryan White Part A Program providers to the new Central Eligibility Contractor. Plan development and its' implementation shall not exceed a total of sixty (60) calendar days. This process helps ensure the successful transition of contract responsibilities from The Maricopa County Ryan White Part A Program and existing contractors to the new Contractor on at the end of the transition period.

1.10.1 Readiness Reviews:

The Maricopa County Ryan White Part A Program may conduct operational readiness reviews on the successful Contractor and will, subject to the availability of resources, provide technical assistance as appropriate. The readiness reviews will be conducted prior to the start of business. The purpose of the readiness reviews is to assess the Contractor's readiness and ability to meet the terms of the contract. The Contractor will be permitted to commence operations only if the readiness review factors are met to The Maricopa County Ryan White Part A Program's satisfaction.

1.11 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.0 CONTRACTURAL ADMINISTRATIVE LANGUAGE:

2.1 REFERENCES:

Respondents must provide in this application (SEE SERVICE PROVIDER APPLICATION FORM) and at the County's request at any time during the life of this contract at least five (5) reference accounts to which they are presently providing like service and/or to which they provide or receive HIV/AIDS service referrals. Included must be the name of the government or company, individual to contact, phone number, street address and e-mail address. Preference may be given to Respondents providing government accounts similar in size to Maricopa County.

2.2 CONTRACTOR STATUS:

The Contractor is an independent Contractor in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee, or agent of Maricopa County.

2.3 CONTRACT REPRESENTATIVES:

Any changes in the method or nature of work to be performed under a Contract must be processed by the County's authorized representative. Upon the execution of a Contract, the County will name its representative who will be legally authorized to obligate the County.

2.4 FINANCIAL STATUS:

All Respondents shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return prepared in accordance with Generally Accepted Accounting Principles or Standards. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a response, and to declare a Respondent non-responsive as that term is defined in the Maricopa County Procurement Code.

If a Respondent is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Respondent or receiver has been appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency law, the Respondent must provide the County with that information, which the County may consider that information during evaluation. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County in a response, including, but not limited to a determination that the Respondent be declared non-responsive, and suspended or debarred, as those terms are defined in the Maricopa County Procurement Code.

By submitting a response to the Request for Proposal, the Respondent agrees that if, during the term of any Contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a Respondent or receiver is appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency law, the Respondent will immediately provide the County with a written notice to that effect and will provide the County with any relevant information it requests to determine whether the Respondent will be capable of meeting its obligations to the County.

2.5 POST AWARD MEETING:

The successful Contractor(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. The Procurement Officer of this Contract will coordinate this meeting.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 COMPENSATION:

- 3.1.1 The County reserves the right to reallocate funding during the contract period so that the services provided and corresponding contract amount may be decreased or increased, via contract amendment or Task Order, at the discretion of the County.
- 3.1.2 County will pay the Contractor on a monthly basis for approved services and expenses and in accordance with the reimbursement methodology determined by the County's Administrative Agent; either fee-for service or cost reimbursement. The total funds paid to the Contractor will be dependent upon the approved invoice according to the Administrative Agent. County does not guarantee a minimum payment to the Contractor. For fee for service activities, the County will not reimburse Contractors for missed or canceled appointments either by the service provider or the client(s).
- 3.1.3 The Contractor understands and agrees to notify the County of any deviations or changes to any budget line of the current budget in place for this contract within 30 days of such change.
- 3.1.4 The Contractor shall be compensated for services provided only by the staff classifications/positions included/referenced in the current approved budget.
- 3.1.5 Unless specifically allowed and referenced elsewhere in this contract, all services are to be provided at approved Contractor sites and/or venues. Services provided at non-

authorized locations or venues will not be reimbursed by the County.

- 3.1.6 The Contractor shall provide monthly financial and corresponding programmatic reports per the reporting schedule to the County. If the Contractor is not in compliance due to non-performance, submission of reports after deadlines, insufficient back-up statements or improperly completed forms, the Contractor may not be reimbursed or reimbursement may be delayed until program compliance issues and any other related financial consequences are resolved. Furthermore, instances of non-compliance with billing and reporting requirements may result in the County reducing the Contractor's reimbursement by up to 10% of the corresponding month's billing. Billing forms and instructions are included in the current Ryan White Part A Program Policies and Procedures Manual.
- 3.1.7 The actual amount of consideration to be paid to the Contractor depends upon the actual hours worked, services provided and related expenses as stated in the current approved budget and Work Plan or as modified by contract amendment or appropriately executed task order.. Any unobligated balance of funds at the end of this Agreement period will be returned to the County in accordance with instruction provided.

3.2 METHOD OF PAYMENT:

- 3.2.1 Subject to the availability of funds, County will, within sixty (60) business days from the date of receipt of the documents enumerated herein, process and remit to the Contractor a warrant for payment up to the maximum total allowable for services provided or work performed during the previous month. Payment may be delayed or reduced if invoices are in non-compliance due to late submission, improperly completed or missing documentation/information or for other contract non-compliance occurring in the related grant year. Other non-compliance issues that may delay or reduce payments can be related to any contractual issue, and may not necessarily be related to the bill itself. Should County make a disallowance in the claim, the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reason for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the "Disputes" clause of the Special Provisions of this Contract.
- 3.2.2 The Contractor understands and agrees that County will not honor any claim for payment submitted 60 calendar days after date of service. The Contractor understands and agrees that County will not process any claim for payment for services rendered prior to the end of the contract period which are submitted sixty (60) calendar days after the end of the contract period without approval of County. For claims that are subject to AHCCCS Regulation R9-22703.B1, County will not honor any claim for payment submitted nine months after date of service. Claims submitted 45 calendar days from the last day of the grant year will not be honored or reimbursed.
- 3.2.3 Payments made by County to the Contractor are conditioned upon the timely receipt of applicable, accurate and complete invoice reports and forms submitted by the Contractor. All monthly invoices must be supported by auditable documentation, which is determined to be sufficient, competent evidential matter defined by the County.
- 3.2.4 The Contractor understands and agrees to maximize all other revenue streams including self-pay and all sources of third party reimbursements. The Contractor understands and agrees that all self-pay and third party payments must be exhausted to offset program costs before Ryan White funds are used. The Contractor must have policies and procedures documented and in place to determine and bill these other potential payment sources. These third party payers include but are not limited to Regional Behavioral Health Authority (RBHA), Arizona Health Care Cost Containment Services (AHCCCS), Arizona Long Term Care System (ALTCS), Veteran's Administration (VA), TRICARE, Medicare and private/commercial or other insurance. The Contractor will determine eligibility of clients and assist with client enrollment whenever feasible. Payments collected by the Contractor for Ryan White services must be recorded as Program Income in the Contractor's financial management system and deducted from bills issued to the

County. Program income records must be made available to the County for assurance that such revenues are used to support related services.

3.3 BUDGET, REVENUES AND EXPENDITURES:

The contractor shall prepare and submit to County a budget and Work Plan using the current Ryan White Part A-approved formats at the beginning of each grant year in accordance with the stated funds allocated on the most recently issued task order. If the task order is increased or decreased at any time throughout the duration of the grant year, a revised budget and Work Plan may be required.

- 3.3.1 The total administrative costs budgeted; including any federally-approved indirect rate (inclusive of contractor and subcontractor(s)) cannot exceed **10%** of the amount of the current grant award. Any amount of administrative expenditures in excess of **10%** will be reimbursed to County.
- 3.3.2 Contractor agrees that all expenditures are in accordance with the current approved budget. Any expenditures deemed unallowable by the Administrative Agent are subject to the Contractor submitting a full reimbursement to County.
- 3.3.3 Contractor agrees to establish and maintain a Financial Management System that is in accordance with the standards required by Federal OMB Circular A-110, Subpart C. Such system must also account for both direct and indirect cost transactions, reports on the results of those transactions, are in compliance with the requirements of OMB Circular A-21 and generally accepted accounting principles.
- 3.3.4 All expenditures and encumbered funds shall be final and reconciled no later than 45 days after the close of the grant year.
- 3.3.5 Funds collected by the Contractor in the form of fees, charges, and/or donations for the delivery of the services provided for herein shall be accounted for separately. Such fees, charges and/or donations must be used for providing additional services or to defray the costs of providing these services consistent with the Work Plan of this Contract. As applicable, the Contractor agrees to include, in the underlying budget, the amount of projected revenue from client fees. The amount of funds collected from client fees shall be reported by Contractor in the Monthly invoice by discrete service. For audit purposes, the Contractor is responsible for maintaining necessary documentation to support provision of services.

3.4 DUTIES:

- 3.4.1 The Contractor shall perform all duties stated in Attachment "C" WORK PLAN, the current approved Work Plan for that grant year and/or as directed by the current Ryan White Part A policies and procedures manual.
- 3.4.2 The Contractor shall perform services at the location(s) and time(s) as stated in this application, the current approved work plan or otherwise directed in writing, via contract amendment and/or task order from the Administrative Agent.

3.5 DEFAULT:

County may suspend, modify or terminate this Contract immediately upon written notice to Contractor in the event of a non-performance of stated objectives or other material breach of contractual obligations; or upon the happening of any event, which would jeopardize the ability of the Contractor to perform any of its contractual obligations.

3.6 TASK ORDERS:

Contractor shall not perform a task other than those found/defined in the contract award document. Task Orders may be issued by the Administrator of this contract. Task Orders will be communicated via written document and shall include, but is not limited to: budget amount, reference to special conditions of award, and any special service and reporting requirements. Amended Task Orders can be issued at any time during the grant year. Both parties shall sign a new or amended Task Order.

3.7 CHANGES:

3.7.1 The Maricopa County Department of Workforce Management and Development, with cause, by written order, can make changes within the general scope of this Contract in any one or more of the following areas (Also see AMENDMENTS & TASK ORDER SECTIONS):

3.7.1.1 Work Plan activities reflecting changes in the scope of services, funding source or County regulations,

3.7.1.2 Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by funding source or County regulations, policies or requirements, and/or,

3.7.1.3 Contractor fee schedules, reimbursement methodologies and/or schedules, and/or program budgets.

Examples of cause would include, but are not limited to: non-compliance, under-performance, service definition changes, reallocations or other directives approved by the Planning Council, or any other reason deemed necessary by the Administrative Agent.

3.7.2 Such order will not serve to increase or decrease the maximum reimbursable amount to be paid to the Contractor. Additionally, such order will not direct substantive changes in services to be rendered by the Contractor.

3.7.3 Any dispute or disagreement caused by such written order shall constitute a "Dispute" within the meaning of the Disputes Clause found within this Contract and shall be administered accordingly.

3.8 AUDIT REQUIREMENTS:

3.8.1 If the Contractor expends \$500,000 or more from all contracts administered and/or funded via County, and/or receives \$500,000 or more per year from any federal funding source(s), the Contractor will be subject to Federal audit requirements per P.L. 98-502 "The Single Audit Act." The Contractor shall comply with OMB Circulars A-110 and A-133 as applicable. The audit report shall be submitted to the Maricopa County Internal Audit department for review within the nine months following the close of the Contractor's fiscal year. The Contractor shall take any necessary corrective action to remedy any material weaknesses identified in the audit report within six months after the release date of the report, or by a date defined by the Internal Audit department. Maricopa County may consider sanctions as described in OMB Circular A-128 for contractors not in compliance with the audit requirements. All books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

3.8.2 The Contractor shall schedule an annual financial audit to be submitted to County for review within nine months following the close of the Contractor's fiscal year. Contractor understands that failure to meet this requirement may result in loss of current funding and disqualification from consideration for future County-administered funding.

3.8.3 The Contractor shall also comply with the following OMB Circulars as applicable to its organization's business status:

3.8.3.1 A-102 Uniform Administrative Requirements for Grants to State and Local Government.

3.8.3.2 A-110 Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals and other non-profit organizations.

3.8.3.3 A-122 Cost Principles for Non-Profit Organizations.

3.8.3.4 A-87 Cost Principles for State and Local Governments.

3.8.3.5 A-21 Cost principles for Education Institutions.

3.9 SPECIAL REQUIREMENTS:

3.9.1 The Contractor shall adhere to all applicable requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009 and/or current authorized or reauthorized Ryan White HIV/AIDS Act.

3.9.2 The Contractor shall participate in provider technical assistance meetings and/or teleconference calls that will be scheduled by the Administrative Agent throughout the year.

3.9.3 The Contractor shall retain the necessary administrative, professional and technical personnel for operation of the program.

3.9.4 The Contractor agrees to maintain adequate programmatic and fiscal records and files including source documentation to support program activities and all expenditures made under terms of this agreement as required.

3.9.5 Contractor agrees to install and utilize the CAREWare client level reporting software system as described in the current Ryan White Part A Program Policies and Procedures Manual. There are no licensing costs associated with the use of CAREWare, however the provider is required to pay for costs related to installing and configuring internal firewall devices to gain access to the CAREWare database. These expenses can be reimbursed by Ryan White if included in the current approved budget.

3.10 RELEASE OF INFORMATION:

3.10.1 The Contractor agrees to secure from all clients provided services under this contract, any and all releases of information or other authorization requested by County. Each client file documenting the provision of Part A services must contain a current Administrative Agent authorized release form signed and dated by the client or the client's legal representative. Failure to secure such releases from clients may result in disallowance of all claims to County for covered services provided to eligible individuals. If service to anonymous clients is specifically allowed and approved by the County according to the current Ryan White Part A policies and procedures manual or otherwise stated in writing by the Administrative Agent, this provision does not apply.

3.10.2 The Contractor agrees to comply with *ARS §36-662, access to records*. In conducting an investigation of a reportable communicable disease the department of health services and local health departments may inspect and copy medical or laboratory records in the possession of or maintained by a health care provider or health care facility which are related to the diagnosis, treatment and control of the specific communicable disease case reported. Requests for records shall be made in writing by the appropriate officer of the

department of health services or local health department and shall specify the communicable disease case and the patient under investigation.

3.11 CERTIFICATION OF CLIENT ELIGIBILITY:

- 3.11.1 The Contractor agrees to determine and certify eligibility for all clients seeking services supported by Ryan White funds according to the requirements detailed in the Eligibility section of the current Ryan White Part A Program Policies and Procedures Manual.
- 3.11.2 Contractor agrees to charge and document client fees collected in accordance with their sliding fee schedule. This fee schedule shall be consistent with current federal guidelines. This fee schedule must be published and made available to the public. The chart below must be followed when developing the fee schedule.

| Client Income | Fees For Service |
|---|---|
| Less than or equal to 100% of the official poverty line | No fees or charges to be imposed |
| Greater than 100%, but not exceeding 200%, of the official poverty line | Fees and charges for any calendar year may not exceed 5% of the client's annual gross income ** |
| Greater than 200%, but not exceeding 300%, of the official poverty line | Fees and charges for any calendar year may not exceed 7% of client's annual gross income |
| Greater than 300% of the official poverty line | Fees and charges for any calendar year may not exceed 10% of client's annual gross income |

3.12 QUALITY MANAGEMENT:

- 3.12.1 The Contractor will participate in the Quality Management program as detailed in the current Ryan White Part A Program Policies and Procedures Manual.
- 3.12.2 The Contractor will utilize and adhere to the most current Standards of Care as developed by the Phoenix Eligible Metropolitan Area (EMA) Planning Council.
- 3.12.3 The Contractor will develop and implement an agency-specific quality management plan for Ryan White Part A-funded services. The Contractor will conduct Quality Improvement projects at the agency level utilizing the Plan-Do-Check-Act (PDCA) model.
- 3.12.4 The Contractor will participate in cross-cutting Quality Improvement projects and report data per the timeline established with the County. Additionally, the Contractor will report quality outcome measures established by the County per the reporting schedule.
- 3.12.5 The Contractor will participate in Quality Management activities of the Clinical Quality Management Committee as requested by the County.
- 3.12.6 The Contractor will conduct and provide documentation of quality assurance and improvement activities, including maintenance of client satisfaction surveys and other mechanisms as designated by the County.
- 3.12.7 The Contractor will maintain a comprehensive unduplicated client level database of all eligible clients served, as well as demographic and service measures required, and submit this information in the format and frequency as requested by the County. The County will make available to the Contractor software for the collection of this information (CAREWare).

- 3.12.8 The Contractor will maintain consent to serve forms signed by the clients to gain permission to report their data to County, State and Federal authorized entities and to view their records as a part of site visits and quality management review activities.
- 3.12.9 The Contractor will participate in Quality Management trainings sponsored by the County which are deemed mandatory. The Contractor understands that non-participation in these types of activities may result in non-compliance with the Standards of Care as mandated by the Ryan White Act. Further, such non-participation in Quality Management trainings could result in prompting a performance monitoring site visit.

3.13 REPORTING REQUIREMENTS:

- 3.13.1 The Contractor agrees to submit monthly invoices as defined in the Invoices and Payments section of this contract,
- 3.13.2 The Contractor agrees to submit any administrative, programmatic, Quality and/or fiscal reports requested and at the due date defined by the Administrative Agent.
- 3.13.3 The Contractor agrees to comply with and submit annual and semi-annual client-level and provider-level data as required by HRSA by the due date(s) defined by the Administrative Agent.
- 3.13.4 The Contractor agrees to comply with *ARS § 36-621*, reporting contagious diseases. Any employee, subcontractor or representative of the Contractor providing services under this contract shall follow the requirements of this law. Specifically, a person who learns that a contagious, epidemic or infectious disease exists shall immediately make a written report of the particulars to the appropriate board of health or health department. The report shall include names and residences of persons afflicted with the disease. If the person reporting is the attending physician he shall report on the condition of the person afflicted and the status of the disease at least twice each week.

3.14 PROGRAM MARKETING INITIATIVES:

- 3.14.1 When issuing statements, press releases and/or Internet-based or printed documents describing projects, programs and/or services funded in whole or in part with Ryan White Part A funds, the Contractor shall clearly reference the funding source as the federal Department of Health and Human Services, Health Resources and Services Administration, the Ryan White HIV/AIDS Treatment Extension Act of 2009 (or current authorized or reauthorized name of Act), and the Maricopa County Workforce Management and Development department (or department in which the Ryan White Part A program is currently operating). Such references to funding source must be of sufficient size to be clear and legible.
- 3.14.2 Contractor is responsible for advertising Ryan White Part A-funded services. Such advertisement is to promote/incorporate the following components: Services available, venues/locations, and hours of operation. The content of any and all advertising for these services must be in a format allowed by Local, State and Federal regulations and shall contain the funding language referenced in this contract section.
- 3.14.3 Contractor is responsible to ensure that all appropriate program descriptions, including hours and locations, and any changes related to these services are disseminated to the community and other Ryan White providers to ensure that clients have access to care. The Contractor shall be able to document and explain this communication process to the Administrative Agent upon request.

3.15 OTHER REQUIREMENTS:

- 3.15.1 Contractor shall comply with all policies and procedures as defined in the current Ryan White Part A Policies and Procedures Manual.

- 3.15.2 Contractor will maintain discrete client files for all individuals served and will secure the necessary releases of information to allow for review of all pertinent client information by employees of County and/or their designated representatives.
- 3.15.3 Contractor shall respond to all requests for information and documentation solicited by County when they are submitted in writing no later than 72 hours of receipt of request.
- 3.15.4 Contractor shall participate with a standardized anonymous Consumer Satisfaction Survey issued to all program participants, at least once during the contract year. The survey and procedure is included in the *MCWMD Ryan White Part A Program Policies Manual*.

3.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.17 AUDIT DISALLOWANCES:

- 3.17.1 The Contractor shall, upon written demand, reimburse Maricopa County for any payments made under this Contract, which are disallowed, by a Federal, State or Maricopa County audit in the amount of the disallowance, as well as court costs and attorney fees which Maricopa County incurs to pursue legal action relating to such a disallowance.
- 3.17.2 If at any time it is determined by County that a cost for which payment has been made is a disallowed cost, County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor.
- 3.17.3 The Contractor shall be responsible for repayment of any and all applicable audit exceptions, which may be identified by County, State and Federal auditors of their designated representatives, and reviewed by the Contractor. The Contractor will be billed by the County for the amount of said audit disallowance and shall promptly repay such audit disallowance within 60 days of said billing.

3.18 CONTRACT COMPLIANCE MONITORING:

- 3.18.1 County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for contract compliance monitoring may be made by County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by County, all records and accounts relating to the work performed or the services provided under this Contract, or for similar work and/or service provided under other grants and contracts.
- 3.18.2 Contractor shall follow and comply with all related corrective action plans and requirements of site visits and subsequent audits conducted by County and its representatives. When monetary penalties are imposed or unallowable costs determined, the County will define how repayment will be made to the County. This may include decreasing or withholding the Contractor's monthly billing or requiring payment to the County.

3.19 AVAILABILITY OF FUNDS:

- 3.19.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided

are actually available to County for disbursement. The Director shall be the sole judge and authority in determining the availability of funds under this Contract and County shall keep the Contractor fully informed as to the availability of funds.

- 3.19.2 If any action is taken by any State Agency, Federal Department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least ten **(10)** days in advance.

3.20 RESTRICTIONS ON USE OF FUNDS:

- 3.20.1 The Contractor shall not utilize funds made available under this Contract to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service:
 - 3.20.1.1 Under any State compensation program, under any insurance policy, or under any Federal, State, or county health benefits program; or
 - 3.20.1.2 By an entity that provides health services on a prepaid basis.
- 3.20.2 Funds shall not be used to purchase or improve (other than minor remodeling) any building or other facility, or to make cash payments to intended recipients of services as referenced in the *A.R.S. § 41-2591, R2-7-701* and *Code of Federal Regulations, Chapter 1, Subchapter e., Part 31*, and Public Health Service Grants Policy Statement.
- 3.20.3 The federal Office of General Counsel and County emphasize that Ryan White Act funds may only support HIV-related needs of eligible individuals. All activities and expenditures must reflect an explicit connection between any service supported with Ryan White Act funds and the intended recipient's HIV status.
- 3.20.4 Contractor is not authorized to provide services anonymously, unless specifically approved for the service category in which the Contractor is providing services. All services must only be provided to documented eligible clients as defined in this contract.
- 3.20.5 Ryan White funds shall not be used to finance the services of lobbyists, fundraisers or grant/proposal writers, nor to support lobbying, fundraising activities and/or the writing of grant/contract proposals.
- 3.20.6 The Ryan White Act limits the administrative expenses to not more than **10%** of the total grant award. The Act defines allowable "administrative activities" to include:
 - 3.20.6.1 Usual and recognized overhead, including established indirect rates for agencies;
 - 3.20.6.2 Management and oversight of specific programs funded under this title; and
 - 3.20.6.3 Other types of program support such as quality assurance, quality control, and related activities."

3.21 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS:

- 3.21.1 The Contractor shall, during the term of this Contract, immediately inform County in writing of the award of any other contract or grant where the award of such contract or grant may affect either the direct or indirect costs being paid/reimbursed under this

Contract. Failure by the Contractor to notify County of such award shall be considered a material breach of the Contract and County shall have the right to terminate this Contract without liability.

3.21.2 County may request, and the Contractor shall provide within a reasonable time, a copy of any other contract or grant, when in the opinion of the Director, the award of the other contract or grant may affect the costs being paid or reimbursed under this Contract.

3.21.3 If County determines that the award to the Contractor of such other Federal or State contract or grant has affected the costs being paid or reimbursed under this Contract, County shall prepare a Contract Amendment effecting a cost adjustment. If the Contractor protests the proposed cost adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause contained herein.

3.22 STRICT COMPLIANCE

Acceptance by County of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be in writing.

3.23 NON-LIABILITY:

Maricopa County and its officers and employees shall not be liable for any act or omission by the Contractor or any subcontractor, employee, officer, agent, or representative of Contractor or subcontractors occurring in the performance of this Contract, nor shall they be liable for purchases or Contracts made by the Contractor in anticipation of funding hereunder.

3.24 SAFEGUARDING OF CLIENT INFORMATION:

The use or disclosure by any party of any information concerning an eligible individual served under this Contract is directly limited to the performance of this Contract.

3.25 NON-DISCRIMINATION:

The Contractor, in connection with any service or other activity under this Contract, shall not in any way discriminate against any patient on the grounds of race, color, religion, sex, national origin, age, or handicap. The Contractor shall include a clause to this effect in all Subcontracts inuring to the benefit of the Contractor or County.

3.26 EQUAL EMPLOYMENT OPPORTUNITY:

3.26.1 The Contractor will not discriminate against any employee or applicant for employment because of race, age, handicap, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, handicap, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall to the extent such provisions apply, comply with Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Immigration Reform and Control Act of 1986 (IRCA) and Arizona Executive Order 99.-4 which mandates that all persons shall have equal access to employment opportunities. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

3.26.1.1 The Contractor will operate under this agreement so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, sex, religion, national origin, ancestry, age physical or mental disability or

sexual orientation except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position.

3.27 RIGHT OF PARTIAL CANCELLATION:

If more than one service category (Work Plan) is funded by this Contract, Maricopa County reserves the right to terminate this Contract or any part thereof based upon the Contractor's failure to perform any part of this contract without impairing, invalidating or canceling the remaining service category (Work Plan) obligations.

3.28 MEDIATION/ARBITRATION:

In the event that a dispute arises under the terms of this agreement, or where the dispute involves the parties to the agreement, a recipient of services under the terms of this agreement, it is understood that the parties to the dispute shall meet and confer in an effort to resolve the dispute. In the event that such efforts to resolve the dispute are not successful, the parties to the dispute will agree to submit the dispute to non-binding mediation before a mutually agreed upon and acceptable person who will act as the mediator. In the event that such non-binding mediation efforts are not able to resolve the dispute, the parties agree to submit the matter to binding arbitration wherein each party selects their own arbitrator and the two selected arbitrators meet and mutually agree upon the selection of a third arbitrator. Thereafter, the three arbitrators are to proceed with arbitration in a manner that is consistent with the provision of *A.R.S.* 12-1518.

3.29 CULTURAL COMPETENCY:

- 3.29.1 The Contractor shall meet and comply with applicable standards of the federal Culturally and Linguistically Appropriate Services (CLAS) standards. The Contractor shall develop and implement organizational policies that comply with these standards.
- 3.29.2 The Contractor shall recognize linguistic subgroups and provide assistance in overcoming language barriers by the appropriate inclusion of American Sign Language and languages of clients accessing care.

3.30 RYAN WHITE CAREWARE DATABASE:

- 3.30.1 MCWMD requires the installation and utilization of HRSA-supplied Ryan White CAREWare software. CAREWare is used for client level data reporting and monthly billing reports, demographic reports, and various custom reporting. The Contractor agrees to install, collect, and report all data requested by the MCWMD via Ryan White CAREWare within sixty (60) days of request by the MCWMD. The Contractor agrees to participate in technical assistance training and/or informational presentations for CAREWare at various times scheduled during the contract year.
 - 3.30.1.1 The Contractor is responsible for coordinating the installation of the CAREWare software with their internal information technology staff. CAREWare software is developed by HRSA and requires no licensing fees. The Contractor will be responsible for the cost of Virtual Provider Network (VPN) cards for each user within their organization.
 - 3.30.1.2 The Ryan White Part A office will provide technical assistance to eligible applicants for the implementation, configuration and end user support for the CAREWare database. In addition, technical assistance is made available to eligible applicants to integrate CAREWare with proprietary in-house billing systems on an as needed basis to minimize data entry efforts needed to report client level demographic and service related data.

3.31 IMPROPRIETIES AND FRAUD:

- 3.31.1 The contractor shall notify MCWMD in writing of any actual or suspected incidences of improprieties involving the expenditure of CARE Act funds or delivery of services. This will include when potential or current clients receive services, or attempt to receive services, for which they are ineligible. Notification is also required whenever acts of indiscretion are committed by employees that may be unlawful or in violation of this contract. Notification to MCWMD shall occur in writing within 24 hours of detection.
- 3.31.2 The Federal Department of HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous.

Office of Inspector General
TIPS HOTLINE
P. O. Box 23489
Washington, D. C. 20026
Telephone: 1-800-447-8477 (1-880-HHS-TIPS)

- 3.31.3 The Contractor shall be responsibility for any loss of funds due to mismanagement, misuse, and/or theft of such funds by agents, servants and/or employees of the Contractor.

3.32 ADHERENCE TO RYAN WHITE PART A POLICIES:

Contractor shall adhere to all MCWMD Ryan White Part A Program Policies. Such policies are referenced in the current MCWMD Ryan White Part A Program Policies and Procedures Manual.

3.33 REFERRAL RELATIONSHIPS:

Contractors must have documented evidence to substantiate referral relationships on an ongoing basis consistent with HRSA guidance regarding "Maintaining Appropriate Referral Relationships" available from the MCWMD upon request.

3.34 POLICY ON CONFIDENTIALITY:

- 3.34.1 The Contractor understands and agrees that this Contract is subject to all State and Federal laws protecting client confidentiality of medical, behavioral health and drug treatment information.
- 3.34.2 The Contractor shall establish and maintain written procedures and controls that ensure the confidentiality of client medical information and records.
- 3.34.3 The Contractor shall maintain and document employee and direct service provider training on their organization's policies and procedures related to client confidentiality.
- 3.34.4 In accordance with Section 318 (e)(5) of the Public Health Service Act [42 U.S.C. 247c(e)(5)], no information obtained in connection with the examination, care or services provided to any individual under any program which is being carried out with Federal monies shall, without such individual's consent, be disclosed except as may be necessary to provide services to such individual or as may be required by laws of the State of Arizona or its political subdivisions. Information derived from any such program may be disclosed (a) in summary, statistical, or other form, or (b) for clinical research purposes, but only if the identity of the individuals diagnosed or provided care under such program is not disclosed. The Contractor shall comply with the provisions of A.R.S. § 36-663 concerning HIV-related testing; restrictions; exceptions and A.R.S. § 36-664 concerning confidentiality; exceptions, in providing services under this Contract.

- 3.34.5 Confidential communicable disease related information may only be disclosed as permitted by law, and consistent with the current Ryan White Part A Program Policies and Procedures Manual.

3.35 EQUIPMENT:

- 3.35.1 All equipment and products purchased with grant funds should be American-made.
- 3.35.2 The title to any and all equipment acquired through the expenditure of funds received from County shall remain that of the Department of Health and Human Services, Health Resources and Services Administration. County must specifically authorize the acquisition of any such equipment in advance. Upon termination of this Contract, County may determine the disposition of all such equipment.
- 3.35.3 The Contractor agrees to exercise reasonable control over all equipment purchased with capital outlay expense Contract funds. All equipment lost, stolen, rendered un-usable or no longer required for program operation must be reported immediately to County for disposition instructions. The Contractor shall report the physical inventory of all equipment purchased with contract funds within sixty (60) days of receipt of such equipment.

3.36 LAWS, RULES AND REGULATIONS:

The Contractor understands and agrees that this Contract is subject to all State and Federal laws, rules and regulations that pertain hereto.

NARRATIVE

The Area Agency on Aging, Region One is a 501(c)3 nonprofit organization (established in 1974), governed by a Board of Directors, that plans, coordinates, develops, funds, administers, and delivers services and programs for four client populations:

- ~persons *of all ages* who have a diagnosis of HIV/AIDS;
- ~adults, 18-59, with disabilities and long term care needs;
- ~older adults, 60 years of age and over;
- ~and family caregivers of older adults.

There is a focused effort in serving ethnic minorities in each of the described populations, including services to refugee clients resettling in the Phoenix area from sub-Saharan Africa, Cuba, Afghanistan, Viet Nam and Eastern Europe. Each service area has fluent bi-lingual capabilities (Spanish/ English) with access to 7 other spoken languages within the agency.

Annually, almost 90,000 individuals are served in Maricopa County through the Area Agency's nearly 50 programs. While some services are provided directly by the Agency, many are offered through the Area Agency's network of 70 subcontracted agencies. The diverse array of programs can be classified into four broad categories: Home and Community Based Services (including HIV services to people residing in Maricopa and Pinal Counties); Information and Education; Elder Rights; and Volunteer Programs.

The HIV Care Directions[®] program, established in 1992, has consistently and increasingly served the HIV Community in Maricopa and Pinal Counties (the Ryan White EMA) through the services of Medical and Non-Medical Case Management and Medical Transportation, gaining experience and expertise in services to the targeted population. Our program has consistently received excellent quality assurance reviews from Maricopa County Ryan White (RW) Part A Program, Maricopa Integrated Health System/ Ryan White Part D, Arizona Department of Health Services, City of Phoenix Human Services Department /HUD, Maricopa County Department of Public Health, and Health Resources and Services Administration. Additionally, the agency was accredited by the national Council on Accreditation (COA) in 2006 and was recently reaccredited for an additional 3 years. In addition to the agency as a whole, the HIV Care Directions[®] program was also accredited by COA for case management and received its reaccreditation following a program review and site visit earlier this year.

The HIV Care Directions[®] program has a staff of 27 who provide Medical and Non-Medical Case Management services to a diverse population that mirrors the epidemic's demographics in Arizona. Clients are offered the option of being seen in their home environment, as well as office visits or any appropriate location that offers them the comfort of confidentiality.

Over the past 18 years expertise in the data management system has developed as well. Care Directions[®] was one of the first provider agencies to utilize CAREWare and has participated in RW Part A work groups and committees to improve the data and usefulness of the information, and worked toward streamlining the Central Eligibility (CE) processes for agencies and more importantly for Ryan White part A consumers. Two years ago Care Directions[®] initiated a Central Eligibility "Clinic" on Tuesdays for Spanish speaking clients and Fridays for English speaking clients, so that clients could drop in to receive assistance with their CE updates. This practice of specialized CE services provides a scaled down, yet still substantial, experience in the proposed service, since Care Directions[®] serves almost 3,000 clients per year.

The Area Agency on Aging, Region One has an AHCCCS provider number. This number allows us to verify an AHCCCS recipient's eligibility and their enrollment status in a health plan and to obtain Medicare and other third party coverage information for a recipient.

The project will be staffed by 3.5 FTEs. The supervisory staff are Masters level prepared social workers who have been supervising the Care Directions[®] case management program and have utilized CAREWare and Central Eligibility from the beginning. The 3 eligibility specialists will minimally have high school diplomas; proficiency in computer programs; customer service; demonstrated ability to learn the complexities of medical care systems; HIV experience will be preferred; and at least 1 of the 3 specialists will speak fluent Spanish.

HIV Care Directions[®] will meet the needs of persons living with HIV in this program, as has been done in Medical Case Management over the past 18 years: being knowledgeable about the eligibility process; being proficient in the medical systems in order to assist clients with the correct pathway to care; having cultural competence, recognizing

individual cultures; having linguistic capabilities to assist any client who presents for the Ryan White Part A program; knowledge of the technical aspects of the CE process; and processes in place to meet client needs in a timely manner.

1. Targeted population

The target population is all HIV positive individuals residing in Maricopa or Pinal counties who are eligible for RW Part A services, as defined by the Maricopa County RW Part A Program.

2. How Ryan White funds will be utilized to keep plwh/a in care.

- A. Funds from this grant will be used to establish eligibility for RW Part A services as defined by the Maricopa County RW Part A Program through the services of 3.5 FTE. Once *initial eligibility* is established with the prescribed documentation of HIV diagnosis, income, residency in Maricopa or Pinal County, and other payer status and then entered into CAREWare / Central Eligibility (CE), the individual may proceed to participate in services based on their level of federal poverty (FPL not to exceed a maximum of 400% for Medical Case Management and Primary Medical Care). *Re-certification* is then done every 6 months to update income and residency. In order to facilitate an individual's maintaining 'Current' status in CE, Care Directions® will offer availability of appointments and drop-in hours in the office (with a bus stop at the office building); scheduled hours at other RW Part A programs in the community, including children's clinic on Wednesdays at Phoenix Children's Hospital and women's clinic at McDowell Healthcare Center on Thursday mornings, where Care Directions® has an established presence; and for medically frail individuals, home visits would be available, which is an existing practice in the Care Directions® case management program. The eligibility specialists will also provide assistance to clients with *change updates* for income and/or residency, as those changes occur and enter the data into CAREWare.
- B. Establishment of eligibility in CE will provide entrée to the continuum of RW Part A services, which for many will include RW Part A medical care and for others provides access to a range of services that support access to and retention in primary medical care and medications.
- C. The Area Agency on Aging, Region One has an AHCCCS provider number. This number allows us to verify an AHCCCS recipient's eligibility and their enrollment status in a health plan. Our agency also can also obtain Medicare and other third party coverage information for a recipient.
- D. Staff and supervisors of the program will work with the Maricopa County RW Part A Administrative Agent's office to streamline the Central Eligibility processes in accordance with the Goals of the RW Part a Planning Council.

3. How your organization will work within the HIV/AIDS community to provide coordinated care to eligible clients

- A. Since its inception in 1992, the HIV Care Directions® (HIVCD) program has worked extensively with AIDS service organizations, government entities and any applicable community resource to accomplish the task of linkage to care based on eligibilities for a vast network of services.
- B. HIV Care Directions® has developed strong collaborative connections that include Business Associates Agreements and Memos of Understanding with a number of the agencies, offices and medical providers listed below. Additionally, HIVCD has developed relationships with outreach providers and ethnic minority service providers to facilitate clients' use of RW Part A services. The following is a list of our agency's HIV program's primary referral network. In parenthesis is the year in which the relationship began:

| <u>Medical</u> | <u>Financial</u> | <u>Housing</u> |
|------------------------------|-------------------------------|-----------------------------|
| AHCCCS (1992) | Arizona Public Service (1992) | CASS (1992) |
| ALTCS (1992) | City of Phoenix Human Service | Southwest Behavioral Health |
| Hospice of the Valley (1992) | Centers (1992) | (1994) |
| Maricopa Medical Center | AZ Department of Economic | HUD |

(1992)
 VA Medical Center (1992)
 Ken Fisher, M.D. (1992)
 McDowell Healthcare Center (1993)
 Dean Martin, M.D. (1993)
 MD Home Care (1993)
 Attentive Home Health (1994)
 Phoenix Children's Hospital (1994)
 Griffin Cippola, D.O. (1995)
 Foundation for Senior Living (1999)
 Spectrum Medical (2001)
 Thanos Vanig, M.D. (2001)
 Pueblo Family Physicians (1999)
 Douglas Cunningham, D.O. (1999)
Behavioral Health
 Chicanos Por La Causa (1992)
 Value Options (ComCare) (1992)
 Jewish Family & Children's Services (1992)
 Phoenix Shanti Group (1992)
 TERROS (1992)
 Valle del Sol (1992)
 McDowell Healthcare Center (1993)
 Southwest Center for HIV/AIDS/Body Positive (1998)
 Interfaith Services (1998)

Security (1992)
 Maricopa County Community Action Programs (1992)
 Social Security Administration (1992)
 Southwest Behavioral Health (1994)
Nutrition/ Food
 St. Mary's/ Westside Food Bank (1992)
 Body Positive (1992)
 McDowell Healthcare Center (1993)
 Joshua Tree (1993)
 Agape (1998)
 Southwest Center for HIV/AIDS/Body Positive (1998)

Mercy Housing (1995)
 Phoenix Shanti Group (1995)
 City of Phoenix Housing (1997)
 Native American Connections (1998)
 City of Phoenix Human Services (1999)
 CASS Day Resource Center (2005)
Minority Specific Services
 Chicanos Por La Causa (1992)
 Phoenix Indian Medical Center (1992)
 Concilio Latino de Salud (1994)
 Ebony House (1998)
 Native American Connections (1998)
 Native American Pathways/ Health (1998)
 Urban League (1998)
 OIC (2000)

C. Care Directions® will apply its 18 years of expertise and knowledge of the Ryan White Program and community continuum of care to provide access and coordinated care to eligible clients. The highest priority of the services is medical care, which requires expertise in discerning the appropriate avenue for clients to obtain a medical 'home'. Care Directions® possesses this expertise, as well as in CAREWare and Central Eligibility (CE) and has provided consultation to thousands of HIV positive clients and numerous RW Part A community agencies regarding eligibility and use of CE.

4. Agency's experience with infectious disease.

A. The agency's expertise with infectious disease is with the diagnosis of HIV/AIDS. The Area Agency on Aging, Region One has provided services to HIV positive individuals since 1986 through their extensive home and community based program. In 1992 the agency developed the HIV Care Directions® case management program that has steadily grown to serve over 8,000 HIV positive people of all ages; 2,900 unduplicated individuals in 2010.

B. The contract history is as follows:

| RW Title II | RW Title I/ Part A | RW Title IV/ Part D |
|---|--|---|
| Minority Specific Case Management 4/95 through 3/99 | Case Management 3/96 through present Medical and Non-medical | Medical Case Management 4/98 through present |

General Case Management
4-92 through 2/96
Present
Medical and Non-medical

Home Health Care
3/96 through 2/2004

Transportation
4/98 through
Present
(intermittently)

Home Health Care
4/95 through 2/96

Transportation
3/96 through present

Transportation
4/95 through 2/96

Home Delivered Meals
3/96 through 2/2000

Home Delivered Meals
4/95 through 2/96

- C. In 1997 the HIV housing provider community chose HIV Care Directions® as the site for the HIV Housing Coordinator position funded by HUD's Housing Opportunities for Person with AIDS (HOPWA) through the City of Phoenix. This program has continued for the past 13 years, assisting over 250 people per year with their housing issues.
- D. Partnering with Native American Connections, Inc. in 1998, HIV Care Directions® helped develop Stepping Stone Place, a housing complex that provides housing to 20 HIV positive, formerly homeless, adult individuals. HIV Care Directions® was selected through the competitive HUD Homeless Continuum process to receive HUD McKinney grants for the past 12 years to provide intensive case management services on-site there. Contract monitoring and quality assurance reviews have continued to be excellent each of the years, with no findings or action items.
- E. In 2000 HIV Care Directions® was selected by the City of Phoenix Human Services Department to provide focused HIV case management services for homeless individuals and families through out the county. That contract has been renewed annually through HUD's annual competitive grant process. Contract monitoring and quality assurance reviews for these two contracts have also been continuously excellent with no findings or action items. Quality improvement efforts with the two homeless contracts resulted in improved new client packets and improved documentation of client's rights and responsibilities that were applied to the RW Part A case management program six years ago.
- F. Since 1998 the Area Agency has contracted with Maricopa Integrated Health System, Ryan White Part D, to provide medical case management services targeted to women, children, teens, youth and their families infected with and affected by HIV disease.
- G. In addition, HIV Care Directions'® original and continued program design includes staff who are HIV positive (peer), which provides an empathetic approach to people coming into service. The program has been fortunate to have always maintained a HIV positive intake staff person to offer a level of empathy to each client as they begin to utilize the service.
- H. Program staff attend a minimum of 8 medical in-services per year to improve their working knowledge of HIV disease and co-morbidities, as well as practical sessions regarding understanding lab reports and medical adherence issues.

5. Other funding used by your agency to care for plwh/a.

A. The following list indicates the Area Agency on Aging, Region One's fund sources for services to persons living with HIV:

Ryan White (RW) Part A, Maricopa County WMD.
Medical and Non-Medical Case Management, 18 yrs.
Medical Transportation, 15 yrs.
15.5 FTEs

RW Part D, MIHS
Medical Case Management, 12 yrs.
3.85 FTEs

HOPWA, City of Phoenix
HIV Housing Coordination, 13 yrs.
1.1FTEs

HUD McKinney Vento Grant, City of Phoenix and HUD/ 3 contracts
Medical and Non-Medical Case Management, 12 yrs.
3.3 FTES

Grant amounts are available upon request.

AREA AGENCY ON AGING, 1366 EAST THOMAS ROAD, STE 200, PHOENIX AZ 85014

PRICING SHEET: NIGP CODE 9521502

Vendor Number: 2011000808 0

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2014.**