

SERIAL 07077 RFP

**RYAN WHITE PART A SERVICES - PRIMARY HIV MEDICAL
CARE - HCM CONTRACT - Phoenix Indian Medical Center**

DATE OF LAST REVISION: February 20, 2008 CONTRACT END DATE: March 31, 2011

CONTRACT PERIOD THROUGH MARCH 31, 2011

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **RYAN WHITE PART A SERVICES - PRIMARY HIV MEDICAL
CARE - HCM**

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 **February 20, 2008 (Eff. March 01, 2008)**.

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, Director
Materials Management

SF/mm
Attach

Copy to: Materials Management
Shawn Nau, Director General Government
Kevin McNeal, Program Manager Ryan White Part A Program

REQUEST FOR PROPOSAL FOR: **RYAN WHITE TITLE 1 SERVICES PRIMARY HIV MEDICAL CARE - HCM**

1.0 **SCOPE OF SERVICES:**

Emphasis on Primary Medical Care services: MCHCM continues to emphasize more specialized care with the value of improved clinical outcomes associated with care from HIV-knowledgeable/experienced providers, expanded access to and availability of mental health services, and specialized medication adherence and monitoring support. FY2007 funding for Primary Medical Care is \$2,113,407 (35% of allocations, an increase of 7% from FY 2006)

- Increased access to care in rural areas: Expanded partnerships with clinics in the rural areas of the EMA are being currently being developed by the Administrative Agency and the Planning Council. Cost effectiveness and service delivery challenges are being addressed to provide the improved outcomes associated with patient compliance while addressing the underserved and disproportionately impacted rural areas of the EMA. Primary care services are being competitively bid in FY2007 to increase geographic diversity of services and provide greater accessibility to medical care.
- PLANNING COUNCIL DIRECTIVES
- In the ongoing efforts of the Ryan White Part A Planning Council to reach the historically underserved communities, the following directives have been issued for Primary Medical Care:
- In addition to regular business hours, services will be offered to clients two weekday evenings each month.
- It is the responsibility of the Provider(s) to adequately promote the availability of the extended hours offered for this service category. For more details, see section 4.28, PROGRAM MARKETING INITIATIVES, of this RFP.

2.0 **CONTRACTURAL ADMINISTRATIVE LANGUAGE:**

2.1 REFERENCES:

Respondents must provide (SEE SERVICE PROVIDER APPLICATION FORM) at least five (5) reference accounts to which they are presently providing like service. 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 LICENSE REQUIREMENT:

The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

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) 542-1502 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.

2.3 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

2.4 PROPRIETARY INFORMATION:

Proprietary information submitted by a Respondent in response to a Request for Proposal shall remain confidential as determined by law or regulation.

2.5 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.

2.6 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.

2.7 REGISTRATION:

Respondents are required to be registered with Maricopa County if they are selected for an award of any County Business. Failure to comply with this requirement in a timely fashion will cause Respondent's response to be declared non-responsive. Respondents shall register on the Maricopa County Web Site at www.maricopa.gov/materials. Click on vendors to enter BuySpeed registration screen. *Also see Exhibit 1*

2.8 AWARD OF CONTRACT:

Contracts awarded pursuant to the provisions of this section will not be solely on price, but will include and be limited to evaluation criteria listed in the Request for Proposal. The Contract will be awarded to the Most Advantageous Respondent(s). The Contract may be awarded in whole, by section, or geographic area as required.

2.9 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 AND CONDITIONS**

3.1 TERM

This Contract is for a term of THREE (3) YEARS beginning on the date of contract award, or the effective date, as clearly noted in award notification documents.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (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 Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. The fee for any extension period shall be subject to negotiation prior to activation of such extension.

3.3 COMPENSATION:

3.3.1 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.

3.3.2 Subject to the availability of funds, County shall pay the Contractor for the services described herein for a sum not to exceed the Contract Amount listed on the cover page of this contract. County will pay the Contractor on a unit cost reimbursement basis in accordance with the Contractor's approved fee schedule, which follows. The total funds paid to the Contractor will be dependent upon the number of units of service performed by the Contractor. County does not guarantee a minimum payment to the Contractor. County will not reimburse Contractors for missed appointments by clients.

3.3.3 Ryan White CARE Act 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.

3.3.4 The Contractor understands and agrees to notify the County of any deviations or changes to any budget line of the underlying budget of this contract within **30** days of such change.

3.3.5 The Contractor shall be compensated for services provided only by the staff classifications/positions included/referenced in the underlying budget.

3.3.6 Unless specifically allowed and referenced elsewhere in this contract, all services are to be provided at Contractor sites and/or venues. Services provided at non-authorized locations or venues will not be reimbursed by the County.

3.3.7 The Contractor shall provide monthly financial and corresponding programmatic reports per the reporting schedule to the County. If the Contractor is not in compliance because of non-performance, submission of reports after deadlines, insufficient back-up statements or improperly signed forms, the Contractor may not be reimbursed. Furthermore, program non-compliance can delay reimbursement until program compliance issues and any other related financial consequences are resolved. **Multiple**

instances of non-compliance with 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 sections 4 and 6 of the Ryan White Part A Program Policies Manual. Billing forms and instructions are included in sections 4 and 6 of the Ryan White Part A Program Policies Manual.

- 3.3.8 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. See Exhibit 3 for a sample billing packet.
- 3.3.9 The actual amount of consideration to be paid to the Contractor depends upon the actual hours worked and the services provided. Any un-obligated balance of funds at the end of this Agreement period will be returned to the County in accordance with instruction provided.

3.4 PAYMENT

- 3.4.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Attachment "B" *Budget Worksheet*, or as modified by contract amendment or appropriately executed "task order".
- 3.4.2 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.

3.5 INVOICES AND PAYMENTS:

- 3.5.1 **The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**
 - 3.5.1.1 Company name, address and contact
 - 3.5.1.2 County bill-to name and contact information
 - 3.5.1.3 Contract Serial Number
 - 3.5.1.4 County purchase order number
 - 3.5.1.5 Invoice number and date
 - 3.5.1.6 Payment terms
 - 3.5.1.7 Date of services
 - 3.5.1.8 Quantity (number of days or weeks)
 - 3.5.1.9 Description of Purchase services
 - 3.5.1.10 Pricing per unit of purchase
 - 3.5.1.11 Extended price
 - 3.5.1.12 Total Amount Due
- 3.5.2 Contractors providing medical services are required to utilize HCF-1500 or UB-92 forms for claims submitted to the Ryan White Part A Program in addition to the Monthly Fiscal and Program Monitoring reports (Section 4.27 of this RFP)

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.6 METHOD OF PAYMENT:

- 3.6.1 Contractor will submit Monthly Fiscal and Program Monitoring Report for services performed on or before the fifteen (15th) business day following the month in which services were performed.
- 3.6.2 Subject to the availability of funds, County will, within sixty (60) working 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. 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.
- 3.6.3 The Contractor understands and agrees that County will not honor any claim for payment submitted 60 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) 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.
- 3.6.4 Payments made by County to the Contractor are conditioned upon the timely receipt of applicable, accurate and complete reports submitted by the Contractor. All monthly fiscal and program monitoring reports must be supported by auditable documentation, which is determined to be sufficient, competent evidential matter defined by the County.
- 3.6.5 The Contractor understands and agrees to maximize all other revenue streams including self-pay and all sources of third party reimbursements. The Contractor must determine Regional Behavioral Health Authority (RBHA), AHCCCS, ALTCS, VA, TRICARE Standard and Medicare eligibility of clients and assist with client enrollment whenever feasible. The Contractor understands and agrees that all third party payments must be exhausted to offset program costs before Ryan White CARE Act funds are used.

3.7 BUDGET AND EXPENDITURES:

- 3.7.1 Contractor will submit Monthly Fiscal and Program Monitoring Reports for services performed on or before the fifteenth (15th) working day following the month in which services were performed. The billing packet includes a combination of pre-printed forms and CAREWare based reports and are to be printed and submitted in hard copy form to the Ryan White Part A office an example billing packet is in Exhibit 3.
 - A. The total administrative costs budgeted, including any approved indirect rate (inclusive of contractor and subcontractor(s)) cannot exceed **10%** of the amount of the contract award.
 - B. Administrative expenditures for this contract cannot exceed **10%** of the total expenditures of this contract. Any amount of administrative expenditures in excess of **10%** will be reimbursed to MCDHCM, Ryan White Part A Program.
 - C. Any disallowed expenditures are subject to the Contractor submitting a full reimbursement to MCDHCM, Ryan White Part A Program.
 - D. Contractors agrees to establish and maintain a "Financial Management System" that is in accordance with the standards required by the 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.

- E. Agree that all expenditures are in accordance with the budget as approved and attached to this Agreement.
- F. All expenditures and encumbered funds shall be final and reconciled no later than 90 days after the close of the grant year.

3.8 DUTIES

- 3.8.1 The Contractor shall perform all duties stated in Attachment "C" WORK PLAN
- 3.8.2 The Contractor shall perform services at the location(s) and time(s) "stated in " or as otherwise directed in writing, via contract amendment and/or task order.

3.9 INDEMNIFICATION:

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 or mistakes 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 attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable. The contractor shall include a clause to this effect in all subcontracts inuring to the benefit of the Contractor or County

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.

The scope of this indemnification does not extend to the sole negligence of County.

3.10 INSURANCE REQUIREMENTS:

3.10.1 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.

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

- 3.10.2.1 Worker's Compensation as required by Arizona law
- 3.10.2.2 Unemployment Insurance as required by Arizona law
- 3.10.2.3 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.

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

- 3.10.3.1 General Liability, each occurrence; \$500,000.00

- 3.10.3.2 Property Damage; \$500,000.00
- 3.10.3.3 Combined single limit; \$1,000,000.00

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

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

3.10.6 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.

3.11 Certificates of Insurance.

3.11.1 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 UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

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.

3.11.2 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.

3.12 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
320 West Lincoln Street
Phoenix, Arizona

3.13 REQUIREMENTS CONTRACT:

3.13.1 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.

3.13.2 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.

3.13.3 Contractor agrees to accept oral cancellation of purchase orders.

3.14 **TERMINATION:**

3.14.1 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.

3.14.2 This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.

3.14.3 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.

3.15 **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.

3.16 **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.

3.17 **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.

3.18 **USE OF SUBCONTRACTORS:**

3.18.1 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.

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

SERIAL 07077-RFP

3.18.1.2 All subcontract agreements must include a detailed budget and narrative, identifying all administrative costs as defined in section II.

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

3.18.2 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.

3.18.3 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

3.19 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties. All amendments shall clearly state the effective date of the action.

3.20 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. A Task Order shall include, but is not limited to: budget amount, work plan, reference to special conditions of award, and/or any special reporting requirements. Amended Task Orders can be issued at any time. Both parties shall sign an amended Task Order.

3.21 CHANGES:

3.21.1 The Maricopa County Department of Health Care Mandates, with cause, by written order, make changes within the general scope of this Contract in any one or more of the following areas (Also see **AMENDMENTS & TASK ORDER SECTIONS**):

3.21.1.1 Work Statement activities reflecting changes in the scope of services, funding source or County regulations,

3.21.1.2 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,

3.21.1.3 Contractor fee schedules and/or program budgets.

Examples of cause would include, but are not limited to: non-compliance, under performance, reallocations from the Planning Council, or approved directives from the Planning Council.

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

3.21.3 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.

3.22 AUDIT REQUIREMENTS:

- 3.22.1 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 sources, 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-128, A-110, and A-133 as applicable. The audit report shall be submitted to the Maricopa County Department of Public Health for review within the twelve months following the close of the 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. 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).
- 3.22.2 The Contractor shall schedule an annual financial audit to be submitted to County for review within twelve months following the close of the program'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.
- 3.22.3 Comply with the requirement of the Federal Office of Management and Budget (OMB) Circular A-133. The Contractor is responsible for having an audit performed in accordance with, and when required, by OMB Circular A-133, and for sending a copy of the report issued as a results of the audit to the County within 30 days of issuance. The County reserves the right to engage an auditor, at the Contractor's expense, to perform an OMB Circular A-133 audit of the Contractor in the event that the Contractor shall fail to engage an auditor or the County shall reject or disapprove of the auditor engaged by the Contractor.
- 3.22.4 The Contractor shall also comply with the following OMB Circulars:
 - 1. A-102 Uniform Administrative Requirements for Grants to State and Local Government.
 - 2. A-110 Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals and other non-profit organizations.
 - 3. A-122 Cost Principles for Non-Profit Organizations.
 - 4. A-87 Cost Principles for State and Local Governments.
 - 5. A-21 Cost principles for Education Institutions.

3.23 SPECIAL REQUIREMENTS:

- 3.23.1 The Contractor shall adhere to all applicable requirements of the Ryan White Comprehensive HIV/AIDS Treatment Modernization Act of 2006.
- 3.23.2 The Contractor shall participate in a minimum of two (2) provider technical assistance meetings and/or teleconference calls that will be scheduled by the MCDHCM throughout the year.
- 3.23.3 The Contractor shall provide the necessary administrative, professional and technical personnel for operation of the program.
- 3.23.4 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.
- 3.23.5 Contractor agrees to install and utilize the CAREWare client level reporting system as described in the Ryan White Part A Program Policies Manual. There are no licensing costs associated with the use of CAREWare. The provider is required to cover the cost

for installing and configuring internal firewall devices to gain access to the CAREWare database.

3.24 **RELEASE OF INFORMATION:**

The Contractor agrees to secure from all clients 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 release form signed by the client. This release form must be signed by the client and grant release of named confidential file information to the Maricopa County Department of Health Care Mandates for the purpose of grant administration/monitoring for a period of five years from date of signature. 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, this provision does not apply to persons who receive Ryan White CARE Act Part A funded services anonymously.

3.25 **CERTIFICATION OF CLIENT ELIGIBILITY;**

3.25.1 The Contractor agrees to certify for eligibility all clients seeking services supported by Ryan White CARE funds, detailed in Section 1 of the Ryan White Part A Program Policies Manual. Such certification as detailed below shall be conducted at least every six months of service. Services may be provided to anonymous clients only at the specific approval of the MCDHCM and only as and if specified in this contract. Anonymous clients are not subject to the following certification of client eligibility requirements. An individual will be certified by the Contractor as being eligible for services if the following criteria are met:

3.25.2 Documentation in the client's chart of the client's HIV+ status, consistent with HRSA guidelines as described in the MCDHCM Ryan White Title 1 Policy Manual.

3.25.3 Documentation in the client's chart that no health and/or other form of insurance is in effect for the client which covers the cost of services available through this program.

3.25.4 Documentation in the client's chart of client ineligibility for like services under other client and/or public assistance programs.

3.25.5 Documentation in the client's chart of current residence in the EMA of Pinal and Maricopa counties and verification by Contractor, as detailed in MCDHCM's Ryan White Part A Policy Manual.

3.25.6 Documentation of client charges consistent with sliding scale specified on the following chart unless the County waives charges.

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

*** Free services may be provided to individuals with an annual gross family income of less than 200% of the official poverty line. Fees must be charged to clients whose annual gross family income is in excess of 200% of the official poverty line*

- 3.25.7 The Contractor's schedule of fees and charges must be published and made available to the public. Client income shall be verified and documented consistent with the MCDHCM Ryan White Part A Policy Manual.
 - 3.25.8 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 Statement 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 Expenditure Report by discrete service. For audit purposes, the Contractor is responsible for maintaining necessary documentation to support provision of services.
 - 3.25.9 The Contractor is required to have in place a procedure for verifying client eligibility for services. Eligibility for all clients must be recertified biannually (every 6 months), with the exception of HIV Status. Eligibility certification must be documented in each client record. The verification of these elements are a permanent part of the client's record and is to be maintained in a secure location for at least five (5) years after the client has left the service.
- 3.26 QUALITY MANAGEMENT:
- 3.26.1 The Contractor will participate in the EMA Quality Management program as detailed in the *MCDHCM Ryan White Part A Program Policies Manual*. *See link found on cover page.*
 - 3.26.2 The Contractor will utilize and adhere to the most current Standards of Care as developed by the Phoenix EMA Planning Council.
 - 3.26.3 The Contractor will develop and implement an agency-specific quality management plan for Part A-funded services. The Contractor will conduct Quality Improvement projects at the agency level utilizing the Plan-Do-Check-Act (PDCA) model.
 - 3.26.4 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.
 - 3.26.5 The Contractor will participate in the Quality Management Ad Hoc Advisory Committee as requested by the County.
 - 3.26.6 Conduct and provide documentation of quality assurance and improvement activities, including maintenance of client satisfaction surveys and other mechanisms as designated by the County.
 - 3.26.7 Maintain a comprehensive unduplicated client level database of all eligible clients served and 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.
 - 3.26.8 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.

3.26.9 Participation in QM trainings sponsored by the County is mandatory. The Contractor understands that non-participation in these types of events may result in not complying with the Standards of Care as mandated by the Ryan White CARE Act. Further, such non-participation in QM trainings could result in prompting a performance monitoring site visit.

3.27 REPORTING REQUIREMENTS:

3.27.1 The contractor agrees to submit as a "hard copy" document, Monthly Fiscal and Program Monitoring Reports on or before the **fifteenth (15th)** day of the month following the end of the reporting period on forms substantially similar to those included in sections 4 and 6 of the Ryan White Part A Program Policies Manual. **The billing packet is delivered via hardcopy to the Ryan White Part A office.** Reporting requirements includes, but not limited to: **1)** A narrative describing progress made towards achieving service goals as well as problems and issues impeding program implementation. **2)** Expenditure report identifying billing to the MCDHCM for services provided during the reporting period; **3)** Compilation of data on a cumulative, yearly, unduplicated-count basis shall be required, with data reporting in scanable and/or electronic file formats; **4)** Compilation of data for outcome measure studies conducted as mutually agreed by Contractor and the MCDHCM; and **5)** And any additional or specific reports deemed necessary under Section IV of this contract.

3.27.2 The contractor agrees to submit quarterly program monitoring reports on or before the **thirtieth (30th)** day of the month following the end of the reporting period detailing a quarterly and year to date unduplicated-count of clients serviced and the services provided (duplicated count).

3.27.3 The contractor agrees to submit a final end of year program report detailing actual expenditures for the grant year, including administrative expenditures, and an annual unduplicated client level demographic report for the contract year and calendar year no later than 60 days following the close of the grant year.

3.28 PROGRAM MARKETING INITIATIVES:

3.28.1 When issuing statements, press releases and other documents describing projects or programs funded in whole or in part with Ryan White Part A funds, the Contractor shall clearly state: 1) The percentage of the total costs of the program or project which will be financed with Ryan White funds; 2) The dollar amount of Ryan White funds for the project or program, and 3) The percentage dollar amount of the total costs of the project or program that will be financed by nongovernmental sources. Further, all such statements, press releases, and other documents describing programs or services funded in whole or in part with Ryan White CARE Act funds shall reference the funding source as the federal Department of Health and Human Services, Health Resources and Services Administration, the Ryan White Comprehensive HIV/AIDS Treatment Modernization Act of 2006, and the Maricopa County Department of Health Care Mandates. Such references to funding source must be of sufficient size to be clear and legible.

3.28.2 Contractor is responsible for advertising Ryan White Part A services. Such advertisement is to promote/incorporate the following components: Services rendered, venues/locations, and hours of operation. The content of any and all advertising for these services must be pre-approved by the County and be in a format allowed by Local, State and Federal regulations.

3.28.3 Contractor is responsible to ensure that all appropriate program descriptions, including hours and locations, are disseminated to the community and other providers to ensure that clients have access to care.

3.29 OTHER REQUIREMENTS:

3.29.1 Contractor will maintain discrete client files for all individuals served and will secure the necessary releases of information to allow for periodic review of all pertinent client information by employees of County and/or their designated representatives.

3.29.2 Monthly Fiscal and Program Monitoring Reports, Utilization Statistics and HRSA-mandated Administrative Reports will be submitted to: Ryan White Part A Program; Maricopa County Department of Health Care Mandates; 4041 N. Central Ave., Suite 1400, Phoenix, Arizona 85012

Monthly Fiscal and Program Monitoring Reports are due on or before the 15th of the month following the end of the reporting period.

3.29.3 Quarterly Program Utilization reports will be submitted to: Ryan White Title 1 Program; Maricopa County Department of Health Care Mandates; 4041 N. Central Ave., Suite 1400, Phoenix, Arizona 85012 within **thirty (30)** days following the month end of the quarterly reporting period.

3.29.4 Written Annual Expenditure (Close Out), Equipment Log, and Program and Utilization Statistics Reports will be submitted to: Ryan White Part A Program; Maricopa County Department of Health Care Mandates; 4041 N. Central Ave., Suite 1400, Phoenix, Arizona 85012 within 60 days of the expiration of the contract year.

3.29.5 Contractor shall respond to all additional requests for information solicited by County when they are submitted in writing within **72** hours of receipt of MCDHCM request.

3.29.6 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 *MCDHCM Ryan White Part A Program Policies Manual*. *See link found on cover page.*

3.30 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.

3.31 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) 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.

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.

3.32 AUDIT DISALLOWANCES:

3.32.1 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.

3.32.2 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.

3.32.3 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.

3.33 **CONTRACT COMPLIANCE MONITORING:**

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.

3.34 **AVAILABILITY OF FUNDS:**

3.34.1 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.

3.34.2 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.

3.35 **RESTRICTIONS ON USE OF FUNDS:**

3.35.1 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:

3.35.1.1 Under any State compensation program, under any insurance policy, or under any Federal, State, or county health benefits program; or

3.35.1.2 By an entity that provides health services on a prepaid basis.

3.35.2 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.

3.35.3 The federal Office of General Counsel and County emphasize that CARE 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 CARE Act funds and the intended recipient's HIV status.

SERIAL 07077-RFP

- 3.35.4 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.
- 3.35.5 The Ryan White CARE Act limits the administrative expenses to not more than **10%** of the total expenditures incurred for that contract. The Act defines allowable “administrative activities” to include:
 - 3.35.5.1 Usual and recognized overhead, including established indirect rates for agencies;
 - 3.35.5.2 Management and oversight of specific programs funded under this title; and
 - 3.35.5.3 Other types of program support such as quality assurance, quality control, and related activities.”
- 3.36 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS:
 - 3.36.1 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.
 - 3.36.2 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.
 - 3.36.3 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.
- 3.37 ALTERNATIVE DISPUTE RESOLUTION:
 - 3.37.1 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:
 - 3.37.1.1 Render a decision;
 - 3.37.1.2 Notify the parties that the exhibits are available for retrieval; and
 - 3.37.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
 - 3.37.1.4 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.

3.37.2 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.

3.38 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.

3.39 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.

3.40 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.

3.41 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.

3.42 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.

3.43 EQUAL EMPLOYMENT OPPORTUNITY:

3.43.1 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.

3.43.2 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.

3.44 RIGHT OF PARTIAL CANCELLATION:

If more than one service category (Work Statement) 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 Statement) obligations.

3.45 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.

3.46 INTEGRATION:

This Contract and the respondents' response 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.

3.47 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

3.48 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.48.1 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:

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

3.48.1.2 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;

3.48.1.3 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

3.48.1.4 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.

3.48.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.48.3 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.

3.49 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.

3.50 CULTURAL COMPETENCY:

3.50.1 The Contractor shall meet any and all federal standards on cultural competency and develop and implement organizational policies that comply with federal standards. CLAS Standards are included in section 11 of the Ryan White Part A Program Policies Manual. *Also see Exhibit 4.*

3.50.2 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. *Also see Exhibit 4.*

3.51 RW CAREWARE DATA BASE:

The MCDHCM 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 MCDHCM via RW CAREWare within 60 days of request by the MCDHCM. 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 Contractor will be responsible for the cost of VPN cards for each user within their organization. The CAREWare software and central database are explained in sections 4-6 of the Ryan White Part A Program Policies Manual.

3.52 IMPROPRIETIES AND FRAUD:

3.52.1 The contractor shall notify MCDHCM 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 MCDHCM shall occur in writing within 24 hours of detection.

3.52.2 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)

3.52.3 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.

3.53 ADHERENCE TO MCDPH POLICIES:

3.53.1 Contractor shall adhere to all MCDHCM Ryan White Part A Program Policies. Such policies are referenced in the *MCDHCM Ryan White Part A Program Policies Manual*. See link found on cover page.

3.54 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 MCDHCM upon request.

3.55 POLICY ON CONFIDENTIALITY:

3.55.1 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.

3.55.2 The Contractor shall establish and maintain written procedures and controls that comply with Arizona Administrative Code (A.A.C.) R9-1-311 through R9-1-315 regarding disclosure of confidential medical information and records. No medical information contained in Contractor’s records or obtained from County, or from others in carrying out its functions under this Contract shall be used or disclosed by Contractor, its agents, officers, employees or subcontractors except as is essential to the performance of duties under this Contract or otherwise permitted under applicable statutes and rules. Disclosure to County is deemed essential to the performance of duties under this Contract. Neither medical information nor names or other information regarding any person applying for, claiming, or receiving benefits or services contemplated in this Contract, or any employer of such person shall be made available for any political or commercial purpose. Information received from a Federal agency or from any person or provider acting under the Federal agency pursuant to Federal law shall be disclosed only as provided by Federal law.

3.55.3 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.

3.55.4 Confidential communicable disease related information may only be disclosed as permitted by law, and only consistent with the *MCDHCM Ryan White Part A Program Policies Manual*. See link found on cover page.

3.56 EQUIPMENT:

- 3.56.1 All equipment and products purchased with grant funds *should be* American-made.
- 3.56.2 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.
- 3.56.3 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.

3.57 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.

3.58 FORMAT AND CONTENT (WHAT TO PROVIDE-APPLICANT):

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below (Responses are limited to no more than 15 pages of narrative, single sided, 10 point font type

- 3.58.1 Letter of Transmittal (Exhibit 2)
- 3.58.2 **Narrative – Provide a brief narrative (not to exceed 15 pages), fully describing your organization, and the personnel assigned to this service category and how you plan on meeting the needs of the plwh/a population.**
Provide a brief response to each of the sections listed below:
 - **-Targeted population**
 - **-How Ryan White funds will be utilized to keep plwh/a in care.**
 - **-How your organization will work within the HIV/AIDS community to provide coordinated care to eligible clients**
 - **-Your agency’s experience with infectious disease.**
 - **-Other funding used by your agency to care for plwh/a**
- 3.58.3 Completed Application Form (Attachment A), including any applicable proof of licensing, certifications, etc., as requested. In the event that any given section is not applicable to the service you/your company are offering a proposal response to, the section shall be noted as N/A (not applicable).
- 3.58.4 Pricing and Budget Form (Attachment B)
- 3.58.5 Work Plan (Attachment C), fully completed, without exception.
- 3.58.6 Agreement/Signature Page (Attachment D) inclusive of vendor/applicant portion completed and signed.

3.59 EVALUATION OF PROPOSAL – SELECTION FACTORS:

An Independent Review Panel (IRP) shall be appointed, at the direction of the MATERIALS MANAGEMENT DIRECTOR, and chaired by the Materials Management Department to evaluate each Proposal and prepare a scoring of each Proposal to the responses as solicited in the original request. At the County’s option, proposing firms may be invited to make presentations to the IRP. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). **Proposals will be evaluated on the following criteria which are listed in order of importance and determine the acceptability of each respondent’s proposal. (PROPOSALS SHALL BE EVALUATED AS ACCEPTABLE OR NOT ACCEPTABLE BASED ON THE FOLLOWING CRITERIA).**

- 3.59.1 Agency’s approach and philosophy and how it relates to the service delivery goals as outlined in the 2006-2009 Phoenix EMA Comprehensive Plan. The goals that apply to service delivery are:
- 3.59.2 Goal 1: Improve delivery of core services and other services to populations with the greatest needs.
- 3.59.3 Goal 2: Improve entry into care by streamlining the eligibility process.
- 3.59.4 Goal 3: Identify individuals who are aware of their HIV status and are not in care, and facilitate their entry into care.
- 3.59.5 Goal 4: Improve access to services through multiple approaches.
- 3.59.6 Goal 5: Provide a continuum of HIV/AIDS services that is culturally and linguistically appropriate.
- 3.59.7 Goal 7: Improve the integration and coordination among care services and between HIV care and prevention.
- 3.59.8 Agency’s proven skills and technical competence, including all subcontractor agreements proposed.
- 3.59.9 Staff qualifications and credentials
- 3.59.10 Proposed budget inclusive of unit of service cost(s).

3.60 RESPONDENT REVIEW OF DOCUMENTS.

The Respondent shall review its Proposal/Response submission to assure the following requirements are met.

- 3.60.1 **Mandatory:** One (1) original hardcopy (labeled), three (3) hardcopy copies of their proposal/response, inclusive of all required submissions, and one (1) electronic copy of all required submittal documents, on a CD (**no pdf files**)
- 3.60.2 **Mandatory:** Attachment “A”, Application
- 3.60.3 **Mandatory:** Attachment “B”, Pricing and Budget Agreement; and
- 3.60.4 **Mandatory:** Attachment “C”, Work Plan
- 3.60.5 **Mandatory:** Attachment “D”, Signature/Agreement Page
- 3.60.6 **Mandatory:** Narrative as defined in Section 4.58.2 above
- 3.60.7 **Mandatory:** Letter of Transmittal (Exhibit 2)

3.61 **VENDOR REGISTRATION:**

All applicants/respondents shall be registered as a vendor with Maricopa County. No contract awards can be made to a applicant/respondent who has not successfully completed vendor registration. See Exhibit 1 Vendor Registration Procedures.

NARRATIVE

Proposal

Executive Summary

The Mission of the Phoenix Indian Medical Center is to offer quality health care that is uniquely suited to American Indians and Alaskan Natives.

The Phoenix Indian Medical Center (PIMC) is a JCAHO-accredited urban hospital and ambulatory care center. PIMC is the largest hospital component of the Phoenix Area of the Indian Health Service (IHS), of the US Department of Health and Human Services.

In addition to primary care services for central Arizona, it serves as a referral and specialty center for a tri-state area for IHS with a catchments area of over 350,000 American Indians and Alaskan Native (AI/AN). PIMC provides a comprehensive range of specialty services including anesthesiology, pediatrics, internal medicine, surgery, obstetrics and gynecology, family practice, emergency medicine, ophthalmology, optometry, podiatry, pathology and clinical laboratory medicine, radiology, psychiatry, psychology, physical therapy, and dental services. Subspecialty services include diabetology, oncology, gastroenterology, ENT, and others. The population served at PIMC is unique in its high rate and/or high risk of tuberculosis, hepatitis, and episodic outbreaks of other infectious and communicable diseases. The population served has a high rate of co-morbid conditions including alcoholism and drug addiction, obesity, and diabetes. The Indian health Service is not an insurance program, but is a service access point for AI/AN people. The Medical Center relies on AHCCCS, Medicare, and Private Insurance billing and collections for almost 60% of its operating budget. To supplement its annual congressional appropriation and provide needed services, the Medical Center seeks out grants, contracts, and accepts gifts directly or through an Auxiliary.

Introduction

The Phoenix metropolitan area has one of the largest and most rapidly growing American Indian and Alaska Native (AI/AN) populations of any large metropolitan area in the United States. As with all people, AI/AN people have been touched by the Human Immunodeficiency Virus (HIV) epidemic. Nationally, AI/AN populations rank third, behind Black and Hispanic populations, in HIV infection rate by ethnicity. In response to this need, the Planning Council and the Phoenix Eligible Metropolitan Area (EMA) Ryan White Title 1 Grantee has excelled and even gained national recognition as one of the most progressive bodies in seeking inclusion, gathering data, and allocating resources to better address the needs of HIV infected individuals among this unique population

The following narrative is provided to communicate how the Phoenix Indian Medical Center proposes to continue to work with the Phoenix Ryan White Title 1 grantee via the SERIAL 07077-RFP to help address the service needs of AI/AN people infected with HIV who know their HIV status and provide them with Primary Medical Care services in an culturally appropriate IHS setting. In concert with the Phoenix Ryan White Title 1 grantee, PIMC seeks to help eliminate disparities in access and services among this important, diverse and historically underserved community.

Primary Medical Service Serial 07077-RFP. We seek to build upon expand access to Primary Medical Care. As a service provider for HIV services to the largest proportion of AI/AN people as compared to any other provider in the Phoenix EMA, we feel that improving delivery of core services will increase the proportion of AI/AN people in care who are receiving and appropriately adhering to life-saving therapy.

Deleted:

Medical care services will focus on delivering broad primary care services to people with HIV by providing medical evaluation, prescriptions, symptom and side effect management and medication adherence. The guide for these services will be the Standards of Care as established by the Phoenix Ryan White Title 1 and the Planning Council Primary HIV Medical Care which are consistent with Public Health Service guidelines. Service will include access to antiretroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies. PIMC is a JCAHO accredited inpatient and outpatient facility and has a demonstrated record of providing services to AI/AN people with HIV. Systems such as a new electronic health record and HIV Management System have been deployed at PIMC to help track, guide, remind, and improve care. A key aspect of the clinic at PIMC is involvement of a pharmacist with skills and knowledge in not only safe pharmacy practice, but in attaining access to medications through AHCCCS, Private Insurance and in the near future access to Ryan White AIDS Drug Assistance programs. Medication access was a main issue in a recent needs assessment.

As mentioned earlier, PIMC represents a major service provider for AI/AN people in the Phoenix EMA. As such, it is a key point of entry to the health care system for AI/AN people living with HIV.

Work Statement

To meet the service plan as described above, the following work will be produced:

Primary Medical Care: A licensed physician, a pharmacist and HIV Nurse at PIMC will provide primary care services in a team-based model that focuses on evaluation and management and treatment for HIV infected individuals in accordance with the Standards of Care. Primary Medical Care services will be recorded in units of 15 minute increments of work and will be verified by appointment records and chart documentation. Performance will be measured through medical record review for attainment of the Standards of Care. This will be facilitated by use of the electronic health record HIV Management System, Patient Satisfaction surveys, CADR reports and program review by the grantee.

Schedule of deliverables

Implementation of the work plan will begin immediately. Funding will be used to assure engagement of clients and to expand services as required by patient care volume through the use of both fixed (permanent) or variable (contractor) staffing models per established human resource processes at PIMC. Information systems and documentation procedures are largely in place, although we continue to be delayed in implementing CAREware. The CAREware consultant believes that this should be resolvable this year

HIV Care and Treatment

Recognizing a growing need to respond to people with HIV, PIMC established the HIV Center of Excellence (HIV COE) in the fall of 1996. The HIV COE program is proud to be seen as a leader in health care management for AI/AN people with HIV/AIDS. Over this 10 year period, the HIV COE has been able to develop a model health delivery system that provides its clients with a wide range of medical and support services that respect and attempt to blend traditional healing beliefs with the latest advances in medical technology. Today the HIV COE has a dedicated full-time HIV/AIDS-specialized physician/director Internist, two full-time nurse HIV case managers, a dedicated clinician pharmacist, HIV nurse and a full-time targeted outreach worker. Patients may receive medical inpatient and outpatient care, mental health, substance abuse, laboratory, radiology, transportation, and medical specialty services on-site at PIMC on an as available basis.

Our Quality Management program includes quality assessment and performance improvement using the HIVQUAL model developed by the New York State AIDS Institute. The model is a practical guide for improving the quality of HIV care. Our electronic computerized HIV Management System was recently installed to assure reliability in patient care and follow-up and to create quality performance reporting upon demand.

PIMC employs over 1,000 people and is the largest employer of AI/AN people in Maricopa County. We have a long record of successful recruitment of all positions in the HIV Center of Excellence.

Marketing Plan

The goal is to implement a comprehensive marketing plan involving community planning efforts and outreach programs to identify and enroll eligible participants throughout the Phoenix Service Unit. The development and implementation of the PIMC policy and procedures will assure compliance with all requirements of the Ryan White CARE Act, including determination of the patient's medical, income and residence requirements; confidentiality provisions and audit/accounting standards and controls.

The marketing of the HIV COE Program will be done through:

1. Networking and attendance at local and statewide meetings or conferences.
2. Phoenix Indian Medical Center Newsletter
3. PIMC HIV Centers of Excellence brochure
4. PIMC HIV COE Website

ATTACHMENT A
Application

ATTACHMENT A

SERVICE PROVIDER APPLICATION

Organization: Phoenix Indian Medical Center, HIV Center of Excellence
Address: 4212 North 16th Street
City: Phoenix State: Arizona Zip: 85016
Telephone: (602) 263-1200
Executive Director/CEO: Charlton Wilson, MD
Person completing this form: Marie Russell, MD Contact Telephone: (602) 263-1200

Legal Status [] Non profit 501-C3 [] Corporation [] LLC Partnership [x] Other: Federal Hospital

Years in Business: 52

Maricopa County Vendor Registration Completed: [x] Yes [] No Vendor Number: 000007538

Number of paid staff (fte) in your entire organizations: 1,000

Number of volunteer staff in your entire organization: 50

Do you meet the insurance requirements as described in Section 4.10 of the proposal: [x] Yes [] No
If no, will you be able to meet the requirements upon contract approval: [] Yes [] No

Table with 6 rows and 4 columns: Audit Requirements as described in Section 4.22. Columns: Yes/No, Yes/No, Yes/No, Yes/No. All 'No' and 'N/A' cells are checked.

If N/A on any please explain: The Phoenix Indian Medical is a Federal - Indian Health Service Hospital and is exempt from Audits Requirements.

In compliance with the records retention policies as described in Section 4.31? [x] Yes [] No
If no, describe how you will meet this contract requirement:

Do you have a written Equal Opportunity Employment Policy Section 4.43? [x] Yes [] No
If no, describe how you will meet this contract requirement:

In compliance with cultural competency as described in Section 4.5? [x] 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:

Did you receive grant funds for your program: Yes No

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

- Grant Fund 1: Ryan White CARE Program Since: 2000
- Grant Fund 2: Special Prog Diabetes Grant Since: 1998
- Grant Fund 3: Oncology Grant Since: 2005

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 Phoenix Indian Medical Center - Centers of Excellence keep all grant related financial records on the Fundware Accounting System. The Fundware Accounting system is design especially for grant based programs. Our Fundware Accounting system is setup to separate income and expenditures by program.

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 the contract are the payer of last resort? Yes No

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

**ATTACHMENT B
Pricing & Budget Form**

Maricopa County Department of Public Health, as Administrative Agent for the Federal Ryan White C.A.R.E. Act - Title I grant, has created and revised the format for budget submissions for all Providers providing services under the Title I C.A.R.E. Act grant.

The attached set of instructions will help you in completion of the Maricopa County Department of Public Health Ryan White Title I 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 Title I 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 Title I 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 Title I funds that will:

- a. Accurately track and report Administrative Costs and Direct Service Costs separately.
- b. Minimize risk of exceeding the Administrative Cost Cap (10% of the aggregate award available for service).
- c. 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 Title I grant award.

* A separate budget packet, including Cover Page, is required for each Ryan White Title I 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 the telephone number of the Authorized Person
- Primary Contact the name of the person(s) to be contacted primarily (if different from above)
- Primary the telephone number of the Primary Contact

Telephone
 Email Email of the Primary Contact
 fax number that you can receive faxsimile
 Fax messages/correspondence
 Service the service category of the submitted budget packet (see Service Category in
 Category 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 Title I awards issued by Maricopa County Department of Public Health.
 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.

- 1 Administrative Costs, defined in Section 2604(f)(3) defines allowable "subcontractor administrative activities to include:
- a. Usual and recognized overhead, including establishing indirect rates for agencies;
 - b. Management and oversight of specific programs funded under this title; and
 - c. Other types of program support such as quality assurance, quality control, and related 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 Department of Public Health

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 Title I 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 Title I 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 Title I grant

(D) (i.e., A person who spends 1/2 of full time hours on this grant would be .5 FTE)

(E) Enter the position's hourly 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 Title I 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 Department of Public Health 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 Title I Grant. Each item listed in this section must have a detailed and accurate budget justification attached.

At this time, Maricopa County Department of Public Health 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 Title I 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 Title I 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 Department of Public Health has initiated a standard allocation model for general office supplies:

$$\text{(Administrative Allocation = Total Budget x Percent of administrative FTE to total FTE)}$$

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 Title I 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 Title I 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 Title I grant.

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

NAME OF ORGANIZATION: Phoenix Indian Medical Center, HIV Center of Excellence

Fed. Employee ID # 86-0212139
(FEIN)

ADDRESS: 4212 North 16th Street
Phoenix, AZ 85016

AUTHORIZED CONTACT Marie Russell, MD Acting Assoc. Director COE

TELEPHONE (602) 263-1200 FAX (602) 263-1624

E-MAIL marie.russell@ihs.gov

PRIMARY CONTACT Marie Russell, MD Acting Assoc. Director COE

TELEPHONE (602) 263-1200 FAX (602) 263-1624

EMAIL marie.russell@ihs.gov

SERVICE CATEGORY Primary HIV Medical Care

GRANT PERIOD: 03/01/2008 02/28/2009
Start Date End Date

AMOUNT \$ 300,000.00

(Section I)

Organization	Phoenix Indian Medical Center, HIV Center of Excellence Primary HIV Medical Care March-08 Through February-09	Contract Number	(Enter Contract #)
Service			
Category			
Grant Period			

Narrative of Grant:

Primary HIV Medical Care

(Section II)

Budget Requested: \$ 300,000.00

Operating Expenses			Administrative Budget	Direct Service Budget	Total Budget
Personnel:	Salaries	2.37 FTE	\$-	\$222,971.84	\$222,971.84
Personnel:	Fringe/Benefits		-	64,661.83	64,661.83

Subtotal: Personnel	-	287,633.67	287,633.67
---------------------	---	------------	------------

Other Direct Costs

Travel		-	-	-
Supplies		-	300.33	300.33
Equipment		-		
Contractual		-	-	-
Program Support		-	12,066.00	12,066.00
Other Professional Services		-	-	-

Subtotal: Other Direct Costs	-	12,366.33	12,366.33
------------------------------	---	-----------	-----------

Total Operating Expenses	-	300,000.00	300,000.00
---------------------------------	---	-------------------	-------------------

(Personnel and Other Direct Costs)

Indirect Costs	-		-
-----------------------	---	--	---

Indirect Rate		0%		
----------------------	--	----	--	--

(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)	-	300,000.00	\$300,000.00
(Total Operating Expenses plus Indirect Costs)		0%	0%	

GRANT BALANCE

(Grant Revenue less Total Costs of Grant)

\$ (0.00)

The Grant balance must equal zero

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.

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 Phoenix Indian Medical Center, HIV Center of Excellence Primary HIV Medical Care											
Position Title	Last Name	FTE	Rate	Gross	Benefits	Job Status	Percent applied as Administrative	Gross Admin Salary	Gross Admin Benefits	Direct Service Salary	Direct Service Benefits
				Applied to grant per FTE	Applied to grant per FTE						
Physician	Patterson	0.62	68.65	88,531.04	25,674.00	D	0%	-	-	88,531.04	25,674.00
The HIV Physician will provide comprehensive medical services to the HIV + American Indian / Alasaka Native (AI/AN) individuals of all ages with a full spectrum of primary care, health and supportive services in a professional, culturally sensitive and competent manner. A licensed physician will provide primary care services in a team-based model that focuses on evaluation and management and treatment for HIV infected individuals in accordance with the Standards of Care.											
Pharmacist	Huentelman	0.75	40.58	63,304.80	18,358.39	D	0%	-	-	63,304.80	18,358.39
The HIV Clinical Pharmacist will provide comprehensive pharmaceutical care services to the HIV+ American Indian/Alaska Native (AI/AN) individuals of all ages with a full spectrum of medication management including side effects, drug interactions, adherence counseling and laboratory interpretations in a professional, culturally sensitive and competent manner. A licensed pharmacist will provide pharmaceutical services in a team-based model that focuses on evaluation and management and treatment for HIV infected individuals in accordance with the Standards of Care.											
Nurse	Vacant	1	34.2	71,136.00	20,629.44	0	0%	-	-	71,136.00	20,629.44
The HIV Nurse will provide comprehensive nursing services to support the medical management to the HIV + American Indian / Alasaka Native (AI/AN) individuals of all ages with a full spectrum of primary care, health and supportive services in a professional, culturally sensitive and competent manner. The HIV Nurse will manage all the Careware operational requirements. The HIV Nurse will coordinate all Careware activities with all Ryan White services at the Phoenix Indian Medical Center.											
				-	-		0%	-	-	-	-

Calculating Annual Salary	2080
---------------------------	------

(A) (Rate x Annual Hours)

Benefits	
Benefits	Percent
FICA	6.75%
Federal Tax	10.95%
State Tax	2.70%
Health Ins	3.70%
Retirement	3.60%
Life Insurance	1.30%

(B)

				-	-			-	-	-	-
				-	-			-	-	-	-
				-	-		0%	-	-	-	-
TOTAL		2.37		222,971.84	64,661.83			-	-	222,971.84	64,661.83

TOTAL	29.00%

(Admin) 0 FTE (N) = (D)* (I) 0%

(Direct Service) 2.37 FTE (O) = (D) * (1-I) Percent FTE 100%

2.37

(P) = (N) / ((N) + (O))
(Q) = (O) / ((N) + (O))

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 Phoenix Indian Medical Center, HIV Center of Excellence Primary HIV Medical Care							
		Annual Miles Budgeted (Per 1 FTE)	Miles Applied to Grant	Budget \$0.49			Description
	FTE				Admin	Direct Svc	
1	Admin 0	0	0	\$-	-	-	
2	Direct Svc 2.37		0	-		\$0.00	
	TOTAL	0	0	-	-	-	\$-

(Total Miles applied to this grant)

(B) Note - Budget annual mileage for 1 FTE.

2 Other Allowable Travel

At this time, Maricopa County Department of Public Health has determined that costs included in this section are Administrative Costs.

(A)	(B)	(C)	(D) = (B)+ (C)	(E) = (D)	(F)	(G)
Other Allowable Travel Phoenix Indian Medical Center, HIV Center of Excellence Primary HIV Medical Care						
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	
			-	-	-	\$-

		Admin	Direct Service	Total
SUMMARY	(Travel)	-	-	-

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 Phoenix Indian Medical Center, HIV Center of Excellence Primary HIV Medical Care					
Item	Annual Budget	Admin 0%	Direct Service	Total	Narrative
1 Office Supply	300.33	-	300.33	300.33	Pens, Paper, Folders & ADP Supplies to be used for direct services activities.
2		-	-	-	
3		-	-	-	
4		-	-	-	
5		-	-	-	
TOTAL		-	300.33	TOTAL	\$300.33

2 **Program Supplies**

Program Supplies have been deemed Direct Service.

	(A)	(B)	(C)	(D) = (B)	(E)	(F)
Program Supplies Phoenix Indian Medical Center, HIV Center of Excellence Primary HIV Medical Care						
Description	Annual Budget	Admin	Direct			Narrative
1 Medical Supply	0	0	-			Medical supplies will be provided by the Phoenix Indian Medical Center
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.

3

(Apply at FTE Ratio)

	(A)	(B)	(C) = (A)*(1-(B))	(D) = (B) + (C)	(E)
Equipment less than \$1,000 Phoenix Indian Medical Center, HIV Center of Excellence Primary HIV Medical Care					
Description	Allocated Budget	Admin 0%	Direct Service	Total	Narrative
1	0	-	-	-	
2		-	-	-	
3		-	-	-	
4		-	-	-	
5		-	-	-	
		-	-	-	
TOTAL		-	-	TOTAL	\$-

Summary

-

300.33

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)))	(E) = (B) + (C)	(E)
Equipment greater than \$1,000 Phoenix Indian Medical Center, HIV Center of Excellence Primary HIV Medical Care					
Item	Amount	Admin	Direct	Total	Narrative
Budgeted	Budgeted	0%	Service		
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 Phoenix Indian Medical Center, HIV Center of Excellence Primary HIV Medical Care							
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 Phoenix Indian Medical Center, HIV Center of Excellence Primary HIV Medical Care							
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	-	-	\$-

Other Program Support

1 Telephone

Telephone Phoenix Indian Medical Center, HIV Center of Excellence Primary HIV Medical Care

	Description	Annual Amount Budgeted	Admin 0%	Direct Service	Total	Narrative Justification
1	Cell Phones	0	-	-	-	Cell & Phone services will be provided by PIMC
2	Direct Line	0	-	-	-	Primary Program phone service for direct service activities.
3			-	-		
			-	-		
	TOTAL		-	-	TOTAL	\$-

2 Copy/Duplicating

Copy/Duplicating Phoenix Indian Medical Center, HIV Center of Excellence Primary HIV Medical Care

	Description	Budget	Admin 0%	Direct Service	Total	Narrative Justification
1	Program Brochures					
		0	-	-	-	
2	Other Copying/Duplicating					
	Duplicating	0	-	-	-	Copying of client & program material for direct service activities. Duplicating will be provided by PIMC
			-	-	-	
			-	-	-	
	TOTAL		-	-	TOTAL	\$-

Budget Category 6 4

3 **Postage**

Postage Phoenix Indian Medical Center, HIV Center of Excellence Primary HIV Medical Care

Description	Amount Budgeted	Admin 0%	Direct Service	Total	Narrative Justification
1	0	-	-	-	
		-	-	-	
TOTAL		-	-	TOTAL	\$-

4 **Utilities**

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

Utilities Phoenix Indian Medical Center, HIV Center of Excellence Primary HIV Medical Care

Description	Amount Budgeted	Admin 0%	Direct Service	Total	Narrative Justification
1	0	-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
TOTAL		-	-	TOTAL	\$-

4 **Other Program Support**

Other Program Support Phoenix Indian Medical Center, HIV Center of Excellence Primary HIV Medical Care

Description	Budgeted Amount	Admin 0%	Direct Service	Total	Narrative
1 Lab & Diagonistic Sevices	12066	-	12,066.00	12,066.00	Labatory & Diagonistic services related to direct client care.
		-	-	-	
		-	-	-	
TOTAL		-	12,066.00	TOTAL	\$12,066.00

1 **Audit/Accounting/Finance**

Audit/Accounting/Finance Phoenix Indian Medical Center, HIV Center of Excellence Primary HIV Medical Care							
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 Phoenix Indian Medical Center, HIV Center of Excellence Primary HIV Medical Care							
Insurance Type	Annual Premium	Percent To grant	Total Grant	Dates of Service	Admin	Direct Service	Description
a	0	0%	-		-		

4 **Other Professional Service**

Other Professional Service Phoenix Indian Medical Center, HIV Center of Excellence Primary HIV Medical Care							
Vendor	Hours Budgeted	Quoted Price*	Total Price	Admin Budget %	Admin	Direct Service	Description
	0	0	-	0%	-	-	
a	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: **Phoenix Indian Medical Center**
 Contract:

	(A) Activity (From Work Statement)	(B) Product / Unit Name	(C) Number of Units Proposed	(D) Proposed Fee Per Product/Deliverable	Schedule of Deliverables												(E) Total Payment Per Objective/Activity
					Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
1	Primary HIV Medical Care	New Patient Evaluation	120	34.40	10	10	10	10	10	10	10	10	10	10	10	10	4,127.41
2	Primary HIV Medical Care	Established Patient Evaluation	7,467	35.50	624	622	622	622	622	622	622	622	622	622	622	623	265,092.38
3	Primary HIV Medical Care	Pharmacy Adherence Counseling	2,500	12.31	210	208	208	208	208	208	208	208	208	208	208	210	30,780.15
4			-	-													-
5			-	-													-
6			-	-													-
7			-	-													-
8			-	-													-
TOTAL			10,087		844	840	840	840	840	840	840	840	840	840	840	843	

299,999.95
 \$300,000.00
 \$(0.05)
 (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.

1

Unit of Service (Name)	New Patient Evaluation
Unit Definition (Describe the Unit)	HIV Medical direct medical care services - new patient to services medical evaluation

Units Proposed	120
Percent of Total	1%

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
Physician	New Patient Evaluation	68.65	19.91	89	15	22.14
HIV Nurse	New Patient Evaluation	34.20	9.92	44	15	11.03
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
						33.17

Other Direct Costs	Total Direct Cost Budget	Units Prop	Percent to total	
Travel	-	120	1%	-
Supplies	300.33			0.03
Equipment	-			-
Contractual	-			-
PS	12,066.00			1.20
Other Direct Costs	-			-
				34.40

Administrative Costs	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
Salaries	-	-	-	1%	120.00	-
						-

Other Direct Costs	Total Admin Cost	Units Prop	Percent to total	
Travel	-	120	1%	-
Supplies	-			-
Equipment	-			-
Contractual	-			-
PS	-			-
Other Direct Costs	-			-
				-
Indirect	-			-
				34.40

2

Unit of Service (Name)	Established Patient Evaluation
Unit Definition (Describe the Unit)	HIV Medical direct medical care services - existing patient to services medical evaluation
Units Proposed	7467.12
Percent of Total	74%

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
Physician	Established Patient Evaluation	72.08	20.90	93	15	23.25
HIV Nurse	Established Patient Evaluation	34.20	9.92	44	15	11.03
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
						34.28

Other Direct Costs	Total Direct Cost Budget	Units Prop	Percent to total	
Travel	-	7,467	74%	-
Supplies	300.33			0.03
Equipment	-			-
Contractual	-			-
PS	12,066.00			1.20
Other Direct Costs	-			-
				35.50

Administrative Costs	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
Salaries	-	-	-	74%	7,467.12	-
Total Admin Labor Cost						-

Other Direct Costs	Total Admin Cost	Units Prop	Percent to total	
Travel	-	7,467	74%	-
Supplies	-			-
Equipment	-			-
Contractual	-			-
PS	-			-
Other Direct Costs	-			-
				-

Indirect	-					-
						35.50

3

Unit of Service (Name)	Pharmacy Adherence Counseling
Unit Definition (Describe the Unit)	HIV Pharmacy services - existing and new patient to services pharmacy services.
Units Proposed	2499.7
Percent of Total	25%

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
Pharmacist	Pharmacy Adherence Counseling	34.38	9.97	44	15	11.09
			-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
						11.09

Other Direct Costs	Total Direct Cost Budget	Units Prop	Percent to total	
Travel	-	2,500	25%	-
Supplies	300.33			0.03
Equipment	-			-
Contractual	-			-
PS	12,066.00			1.20
Other Direct Costs	-			-
				12.31

Administrative Costs	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
Salaries	-	-	-	25%	2,499.70	-
						-

Other Direct Costs	Total Admin Cost	Units Prop	Percent to total	
Travel	-	2,500	25%	-
Supplies	-			-
Equipment	-			-
Contractual	-			-
PS	-			-
Other Direct Costs	-			-
				-
Indirect	-			-
				12.31

Instructions:
Use this worksheet to submit manual calculations of proposed reimbursement rates for

services provided under this grant.
Complete one section for each unit of service proposed. (i.e, face-to-face visit)
It is the Provider's responsibility to adequately identify costs associated with this service.
Unallowable and/or unnecessary costs will be rejected by MCDPH.

Unit Name:

Definition:

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

Reimbursement Rate Requested: (enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost: (Use this section to justify the rate at which you are requesting to be reimbursed.)
(PER UNIT)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	-	

Description of Cost Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)

Cost Input the amount PER UNIT

Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost.

any other information relevant to justify this cost.

Unit Name:
Definition:

[Redacted box for Unit Name and Definition]

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

[Redacted box for Unit Measurement]

Reimbursement Rate Requested:

[Redacted box for Reimbursement Rate Requested]

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	-	

Description of Cost Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)

Cost Input the amount PER UNIT

Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost.

Unit Name:
Definition:

[Redacted box for Unit Name and Definition]

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

[Redacted box for Unit Measurement]

Reimbursement Rate Requested:

[Redacted box for Reimbursement Rate Requested]

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost: (Use this section to justify the rate at which you are requesting to be reimbursed.)
(PER UNIT)

	Description of Cost	Cost	Narrative Justification
1			
2			
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10			
	Total	-	

Description of Cost Identify the cost associated with providing this cost.
(i.e., personnel and benefits utilized in providing one unit.)
Cost Input the amount PER UNIT
Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost.
any other information relevant to justify this cost.

Unit Name:
Definition:

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

Reimbursement Rate Requested: (enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost: (Use this section to justify the rate at which you are requesting to be reimbursed.)
(PER UNIT)

	Description of Cost	Cost	Narrative Justification
1			
2			
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4			
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7			
8			
9			
10			
	Total	-	

Description of Cost Identify the cost associated with providing this cost.
(i.e., personnel and benefits utilized in providing one unit.)
Cost Input the amount PER UNIT
Narrative Briefly describe how this cost was calculated, the reason for
Justification this cost, and any other information relevant to justify the cost.
any other information relevant to justify this cost.

Unit Name:

Definition:

--

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
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4			
5			
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7			
8			
9			
10			
	Total	-	

Description of Cost Identify the cost associated with providing this cost.
(i.e., personnel and benefits utilized in providing one unit.)
Cost Input the amount PER UNIT
Narrative Briefly describe how this cost was calculated, the reason for
Justification this cost, and any other information relevant to justify the cost.
any other information relevant to justify this cost.

Unit Name:

Definition:

--

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

Reimbursement Rate Requested: (enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost: (PER UNIT) (Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
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4			
5			
6			
7			
8			
9			
10			
	Total	-	

Description of Cost Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)

Cost Input the amount PER UNIT

Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:

Definition:

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

Reimbursement Rate Requested: (enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost: (Use this section to justify the rate at which you are requesting to be reimbursed.)
(PER UNIT)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	-	

Description of Cost Identify the cost associated with providing this cost.
(i.e., personnel and benefits utilized in providing one unit.)
Cost Input the amount PER UNIT
Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost.
any other information relevant to justify this cost.

Unit Name:
Definition:

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

Reimbursement Rate Requested: (enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost: (Use this section to justify the rate at which you are requesting to be reimbursed.)
(PER UNIT)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	-	

Description of Cost Identify the cost associated with providing this cost.
(i.e., personnel and benefits utilized in providing one unit.)
Cost Input the amount PER UNIT
Narrative Briefly describe how this cost was calculated, the reason for
Justification this cost, and any other information relevant to justify the cost.
any other information relevant to justify this cost.

Unit Name:
Definition:

--	--

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	-	

Description of Cost Identify the cost associated with providing this cost.
(i.e., personnel and benefits utilized in providing one unit.)
Cost Input the amount PER UNIT
Narrative Briefly describe how this cost was calculated, the reason for
Justification this cost, and any other information relevant to justify the cost.
any other information relevant to justify this cost.

Unit Name:
Definition:

--	--

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

Reimbursement Rate Requested: (enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost: (PER UNIT) (Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	-	

Description of Cost Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)

Cost Input the amount PER UNIT

Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

**ATTACHMENT C
Work Plan**

Phoenix Indian Medical Center FY 2008/2009 WORK PLAN FOR: Medical Services

Performance Measure FY 2007/2008:

1) Number of new clients =	15	4)	=
2) Number of returning clients =	65	5)	=
3) HIV Primary Medical Care Units =	10,087	6) % of compliance =	
		7) Total # unduplicated clients	80

Challenge: The goal of the HIV Centers of Excellence Primary HIV Medical Care is to increase access for HIV positive American Indian/ Alaska Native AI/AN individuals of all ages to a full spectrum of primary care, health and support services in a professional, culturally sensitive, and competent manner.

Goal: To systematically identify and directly contact HIV infected persons from AI/AN underserved communities in a culturally competent and sensitive manner and monitor client access to and delivery of medical and social services that meet individual client needs.

OBJECTIVES:	ACTIVITIES	IMPLEMENTATION PLAN/POSITIONS REQUIRED	HOW GOALS WILL BE MEASURED/ATTAINED/EVALUATION METHODS
<p>Objective 1:</p> <p>New Patient Evaluation - will provide the initial primary care services in a team-based model that focuses on evaluation and management and treatment for HIV infected individuals in accordance with the Standards of Care.</p> <p>All units reported are billed based on 15 minutes direct service allocation. The units will be supported by HCPCS/CPT codes as approved by Medicaid. 120 units of service represents approximately 8 units per new patient (2 hrs).</p>	<p>The project will:</p> <p>Primary HIV Medical Care team will provide</p> <p>HIV infected patients should receive or be referred to direct medical services that address their HIV infection, including treatment or prevention of opportunistic and evaluation of immune system function.</p> <p>Prophylaxis for opportunistic infections and related HIV conditions and medical treatment for TB, STDs, and hepatitis are important for HIV infected individuals.</p> <p>Evaluation and management and treatment for new HIV infected individuals with the Standards of Care.</p>	<p>Implementation:</p> <p>Primary HIV Medical care will identify and assist HIV positive American Indian/ Alaska Native individuals to treatment, support and health care services.</p> <p>Responsible Staff:</p> <p>The Primary HIV Physician & Pharmacist and Nurse will provide primary HIV medical care direct services.</p> <p>.62 FTE - Physician</p>	<p>Narrative Measure Statement:</p> <p>The Primary HIV Medical care will provide direct medical care to HIV positive individuals. Careware will be use to report billing and client demographics. The Client charts will document any standard required to include details on each service provided.</p> <p>Service Unit Name:</p> <p>New Patient Evaluation</p> <p>Service Unit Description:</p> <p>New Patient Evaluation: Visits =</p>

OBJECTIVES:	ACTIVITIES	IMPLEMENTATION PLAN/POSITIONS REQUIRED	HOW GOALS WILL BE MEASURED/ATTAINED/EVALUATION METHODS
		.75 FTE - Pharmacist 1.0 FTE - HIV Nurse	1 unit at 15 minutes at \$34.40 per unit Units to be Provided: New Patient Evaluation annual amount is 120 units.
<p>Objective 2: Established Patient Evaluation - will provide primary care services in a team-based model that focuses on evaluation and management and treatment for HIV infected individuals in accordance with the Standards of Care.</p> <p>All units reported are billed based on 15 minutes direct service allocation. The units will be supported by HCPCS/CPT codes as approved by Medicaid. 7,467 units of service represents approximately 6 units per established patient (1.5 hrs).</p>	<p>The project will: Evaluation and management and treatment for established HIV infected individuals with the Standards of Care</p>	<p>Implementation: Primary HIV Medical care will identify and assist HIV positive American Indian/ Alaska Native individuals to treatment, support and health care services.</p> <p>Responsible Staff: The Primary HIV Physician & Pharmacist and Nurse will provide primary HIV medical care direct services.</p> <p>.62 FTE - Physician .75 FTE - Pharmacist 1.0 FTE - HIV Nurse</p>	<p>Narrative Measure Statement: The Primary HIV Medical care will provide direct medical care to HIV positive individuals. Careware will be use to report billing and client demographics. The Client charts will document any standard required to include details on each service provided.</p> <p>Service Unit Name: Established Patient Evaluation Services: Primary Medical Care Laboratory Services Diagontic Testing</p> <p>Service Unit Description: Established Patient Evaluation: Visits = 1 unit at 15 minutes at \$35.50 per unit</p> <p>Units to be Provided: Established Patient Evaluations annual amount is 7,467 units.</p>

OBJECTIVES:	ACTIVITIES	IMPLEMENTATION PLAN/POSITIONS REQUIRED	HOW GOALS WILL BE MEASURED/ATTAINED/EVALUATION METHODS
<p>Objective 3: Pharmacy Adherence Counseling will provide comprehensive pharmaceutical care services to the HIV + American Indian & Alaskan Native clients.</p> <p>All units reported are billed based on 15 minutes direct service allocation. The units will be supported by HCPCS/CPT codes as approved by Medicaid. 2,500 units of service represents approximately 4 units per patient (1 hr).</p>	<p>The project will: Primary HIV Medical Care will provide primary care services in a team-based model that focuses on evaluation and management and treatment for HIV infected individuals in accordance with the Standards of Care.</p> <p>The HIV Clinical Pharmacist will provide comprehensive pharmaceutical care services to the HIV + American Indian/ Alaska Native (AI/AN) individuals of all ages with a full spectrum of medication management including side effects, drug interactions, adherence counseling and laboratory interpretations in a professional, culturally sensitive and competent manner.</p>	<p>Implementation: Primary HIV Medical care will identify and assist HIV positive American Indian/ Alaska Native individuals to treatment, support and health care services.</p> <p>Responsible Staff: The Primary HIV Physician and Pharmacist will provide primary HIV medical care direct services.</p> <p>.62 FTE - Physician .75 FTE - Pharmacist 1.0 FTE - HIV Nurse</p>	<p>Narrative Measure Statement: The Primary HIV Medical care will provide direct medical care to HIV positive individuals. Careware will be used to report billing and client demographics. The Client charts will document any standard required to include details on each service provided.</p> <p>Service Unit Name: Pharmacy Adherence Counseling</p> <p>Service Unit Description: Pharmacy Adherence Counseling: Visits = 1 unit at 15 minutes at \$12.31 per unit</p> <p>Units to be Provided: Pharmacy Adherence Counseling: annual amount is 6,421 units.</p>

PHOENIX INDIAN MEDICAL CENTER, 4212 NORTH 16TH STREET, PHOENIX, AZ 85016

PRICING SHEET: NIGP CODE 9487414

Terms:	NET 30
Vendor Number:	W000007538 X
Telephone Number:	602/263-1200
Fax Number:	602/263-1624
Contact Person:	Charlton Wilson
E-mail Address:	Charlton.Wilson@ihs.gov
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2011.