

**SERIAL 11068 RFP RYAN WHITE PART A SERVICES - ORAL HEALTH SERVICES -
DIRECT DENTAL SERVICES**

DATE OF LAST REVISION: November 13, 2014 CONTRACT END DATE: November 30, 2017

**AMENDMENT #1 (DTD 05/30/14) PLEASE SEE THE REMOVAL OF SECTION 4.19 & 4.24 AND THE
ADDITION OF SECTIONS 4.30 – 4.35**

CONTRACT PERIOD THROUGH NOVEMBER 30, 2014 2017

TO: All Departments
FROM: Office of Procurement Services
**SUBJECT: Contract for RYAN WHITE PART A SERVICES - ORAL HEALTH SERVICES –
DIRECT DENTAL SERVICES**

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 **November 02, 2011**.

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

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

AS/at
Attach

Copy to: Office of Procurement Services
Rose Conner, Business Strategies and Health Care Programs



CONTRACT PURSUANT TO RFP

SERIAL 11068 -RFP

This Contract is entered into this 2nd day of November, 2011 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and A.T. Still University of Health Sciences, Arizona School of Dentistry and Oral Health, an Arizona corporation ("Contractor") for the purchase of Oral Health Services and Direct Dental Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 2nd day of November, 2011 and ending the 30th day of November, 2014.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PAYMENTS:

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax.

2.3 INVOICES:

- 2.3.1 The Contractor shall submit electronically to the Administrative Agent one (1) legible copy of their detailed monthly invoice before payment(s) can be made.
- 2.3.2 Contractor will submit the invoice packet for services performed on or before the fifteen (15th) calendar day following the month in which services were performed.
- 2.3.3 The invoice must include the requirements as outlined in the Ryan White Part A's current policies and procedures manual.
- 2.3.4 Contractors providing medical services are required to utilize HCF-1500, UB-92 or other standardized medical claim forms as agreed to with the Administrative Agent, and to submit these to the Ryan White Part A Program in addition to the other required invoice reports and forms.
- 2.3.5 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

- 2.3.6 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).
- 2.3.7 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 DUTIES:

- 3.1 The Contractor shall perform all duties stated in Exhibit "B" and the budget's schedule of deliverables for that grant year and/or directed by the current Ryan White Part A policies and procedures manual, or as otherwise directed in writing by the Procurement Officer.
- 3.2 The Contractor shall perform services at the location(s) and time(s) stated in this application, the current approved work plan or as otherwise directed in writing, via contract amendment and/or task order from the Administrative Agent.
- 3.3 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0 TERMS and CONDITIONS:

4.1 PRICE ADJUSTMENTS:

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

4.2 INDEMNIFICATION:

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

4.3 INSURANCE REQUIREMENTS:

- 4.3.1 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 for commercial general liability and commercial automobile liability.

- 4.3.2 The following types and amounts of insurance are required as minimums:
 - 4.3.2.1 Worker's Compensation as required by Arizona law; and employer's liability insurance with \$1,000,000 per accident, \$1,000,000 per disease and \$1,000,000 per limit disease.
 - 4.3.2.2 Unemployment Insurance as required by Arizona law
 - 4.3.2.3 Commercial general liability insurance the limits of the policies shall not be less than \$1,000,000.00 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products completed operations aggregate.
- 4.3.3 Commercial Automobile Insurance with a
 - 4.3.3.1 Combined single limit; \$1,000,000.00
- 4.3.4 Standard minimum deductible amounts are allowable. Any losses applied against insurance deductibles are the sole responsibility of the Contractor.
- 4.3.5 Professional Liability Insurance; \$2,000,000.00 per occurrence or claim and \$4,000,000 aggregate.
- 4.3.6 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.
- 4.3.7 Certificates of Insurance.
 - 4.3.7.1 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.**
 - 4.3.7.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.
 - 4.3.7.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.
- 4.3.8 Cancellation and Expiration Notice.

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

4.4 PROCUREMENT CARD ORDERING CAPABILITY:

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

4.5 NOTICES:

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

For County:

Maricopa County
Office of Procurement Services
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

A.T. Still University of Health Sciences
Arizona School of Dentistry and Oral Health
Attn: Jack Dillenberg, DDS, MPH
5855 E. Still Circle
Mesa, AZ 85206

4.6 REQUIREMENTS CONTRACT:

4.6.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

4.6.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

4.6.3 Purchase orders will be cancelled in writing.

4.7 TERMINATION:

4.7.1 County may terminate this Contract at any time with thirty (30) days prior written notice to the other party. Such notice shall be given by personal delivery or by Registered or Certified Mail.

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

4.7.3 County may terminate this Contract upon twenty-four (24) hours notice when County deems the health or welfare of a patient is endangered or Contractor non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Contract will terminate upon the expiration date of this Contract as stated on the Cover Page.

4.8 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.9 TERMINATION FOR DEFAULT:

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

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

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

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

4.9.5 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.

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

4.11 OFFSET FOR DAMAGES;

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

4.12 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to

the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.13 RELATIONSHIPS:

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

4.14 USE OF SUBCONTRACTORS:

4.14.1 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.

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

4.14.2.1 All subcontract agreements must include a detailed budget, identifying all administrative and direct service costs as defined in the Budget, Revenues and Expenditures section.

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

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

4.14.2.2.2 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 sub-contractual arrangement between the Contractor and the subcontractor.

4.15 SUBCONTRACTING:

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

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

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4.15.4 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 sub-contractual arrangement between the Contractor and the subcontractor.

4.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County **Office of Procurement Services** shall be responsible for approving all amendments for Maricopa County.

4.17 RETENTION OF RECORDS:

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

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

4.18 AUDIT DISALLOWANCES:

4.18.1 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.

4.18.2 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.

4.18.3 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.

~~4.19 ALTERNATIVE DISPUTE RESOLUTION:~~

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

~~4.19.1.1 Render a decision;~~

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

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

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

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

4.20 SEVERABILITY:

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

4.21 RIGHTS IN DATA:

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

4.22 INTEGRATION:

This Contract and the respondent's 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.

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

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

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

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

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

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

4.25 CONTRACTOR LICENSE REQUIREMENT:

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

4.25.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact

the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

4.26 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

4.27 PRICES:

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

4.28 GOVERNING LAW:

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

4.29 ORDER OF PRECEDENCE:

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

4.30 AVAILABILITY OF FUNDS:

4.30.1 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.

- 4.30.2 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.

4.31 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 4.31.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy;
- 4.31.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

4.32 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.

4.33 ANTI-KICKBACK REGULATIONS:

- 4.33.1 If the Contractor is a Medicare/Medicaid provider, it shall maintain a Corporate Compliance Plan.
- 4.33.2 The Contractor shall maintain Personnel Policies, Code of Ethics or Standards of Conduct, Bylaws and Board policies that include ethics standards or business conduct practices.
- 4.33.3 The Contractor shall maintain documentation of any employee or Board member violations of Code of Ethics/Standards of Conduct, and complaints of violations and resolution.
- 4.33.4 The Contractor's Code of Ethics/Standards of Conduct shall include:
- Conflict of interest
 - Prohibition on use of provider property, information or position without approval or advance personal interest
 - Fair dealing: Contractor engages in fair and open competition
 - Confidentiality
 - Protection and use of company assets
 - Compliance with laws, rules, regulations

- Timely and truthful disclosure of significant accounting deficiencies and non-compliance

4.33.5 The Contractor shall have adequate policies and procedures to discourage soliciting cash or in-kind payments for:

- Awarding contracts
- Referring clients
- Purchasing goods or services
- Submitting fraudulent billings

4.33.6 The Contractor shall have employee policies that discourage:

- Hiring persons with a criminal record
- Hiring persons being investigated by Medicare/Medicaid
- Large signing bonuses

4.34 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

4.35 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

4.35.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;

4.35.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request; and

4.35.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

4.30 INCORPORATION OF DOCUMENTS:

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

4.30.1 Exhibit A, Service Provider Application;

4.30.2 Exhibit B, Pricing/RWPA BUDGET FORM;

4.30.3 Exhibit C, Scope of Work

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

CONTRACTOR



AUTHORIZED SIGNATURE

Jack Dillenber, DDS, MPH - Dean
PRINTED NAME AND TITLE

5850 E. Still Circle, Mesa, AZ 85206
ADDRESS

10/18/11
DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

NOV 02 2011
DATE

ATTESTED:



CLERK OF THE BOARD

NOV 02 2011
DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

NOV 4 2011
DATE

EXHIBIT A

SERVICE PROVIDER APPLICATION

Organization: **A.T. Still University of Health Sciences, Arizona School of Dentistry and Oral Health**
Address: **5855 E. Still Circle**
City: **Mesa** State: **AZ** Zip: **85206**
Telephone:
Executive Director/CEO: Jack Dillenberg, Dean
Person completing this form: **Jack Dillenberg, DDS, MPH** Contact Telephone: 480-219-6081

Legal Status: **Non profit 501-c3 Corporation** LLC Partnership Other: _____

Years in Business: **Nine Years**

Maricopa County Vendor Registration Complete: **Yes** No Vendor Number:

Number of paid staff (fte) in your entire organization: **265.26**

Number of volunteer staff in your entire organization: **187.57**

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

Audit Requirements as described in Section 4.22:

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

If N/A on any please explain:

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

Do you have a written Equal Opportunity Employment Policy Section 4.45? **Yes** No
If no, describe how you will meet this contract requirement:

In compliance with cultural competency as described in Section 4.52 ? **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 4.53 **Yes**
No
If no, describe how you will meet this contract requirement:

Currently, ASDOH staff does not have previous requirements for using the CAREWare central database system. However, ASDOH plans to send at least 2 people to any state trainings on CAREWare sponsored by HRSA or the RW Part A Administrative Agency. In addition, ASDOH may use a consultant on an as needed basis to train the staff so that the Direct Dental Program can be implemented by November 1, 2011.

In compliance with confidentiality policies as described in Section 4.57? **Yes** No
If no, describe how you will meet this contract requirement:

Do you receive grant funds for your programs: **Yes** No

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

Grant Fund 1: United Health Foundation	Since: 2009
Grant Fund 2: Legacy Foundation	Since: 2003
Grant Fund 3: Virginia G. Piper Charitable Trust	Since: 2003

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:

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

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

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

Note: ASDOH currently participates with AHCCCS programs and a financial system is in place that allows for third party billing. ASDOH will seek to exhaust every other avenue of payment (e.g. AHCCHS, private insurance, and Delta Dental) before billing RW Part A for services rendered.

EXHIBIT B

PRICING & BUDGET FORM

DATE PREPARED 8/15/11

PREPARED BY: Rebecca Schaffer, DDS

NAME OF ORGANIZATION: Arizona School of Dentistry & Oral Health

Fed. Employee ID # (FEIN) 43-0356250

ADDRESS: 5855 E. Still Circle
Mesa, AZ 85206

AUTHORIZED CONTACT Jack Dillenberg, DDS, MPH

TELEPHONE 480-219-6081 FAX 480-219-6180

E-MAIL jdillenberg@atsu.edu

PRIMARY CONTACT Rebecca Schaffer, DDS

TELEPHONE 480-248-8170 FAX 480-248-8181

EMAIL rschaffer@atsu.edu

CONTRACT NUMBER

SERVICE CATEGORY

BUDGET PERIOD: 12/1/2011 2/29/14
 Start Date End Date

AMOUNT \$231,000.00

Date Prepared: **8/15/2011**

(Section I)

Organization
Service
Category
Budget Period

Arizona School of Dentistry & Oral Health
0
December 1, 2011 Through 2/29/14

(Section II)

Contract Amount **\$231,000.00**

Operating Expenses		FTES	Administrative Budget	Direct Service Budget	Total Budget
			0.00	0.00	0.00
Personnel:	Salaries		\$-	\$-	\$-
Personnel:	Fringe/Benefits		-	-	-

Subtotal: Personnel/Fringe Benefits	-	-	-
--	---	---	---

Other Operating Expenses

Travel	-	-	-
Supplies	-	-	-
Equipment	-	-	-
Contractual	-	-	-
Program Support	21,000.00	210,000.00	231,000.00
Other Professional Services	-	-	-

Subtotal: Other Operating Expenses	21,000.00	210,000.00	231,000.00
---	-----------	------------	------------

Total Operating Expenses	21,000.00	210,000.00	231,000.00
---------------------------------	-----------	------------	------------

(Personnel and Other Direct Costs)

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

Enter Indirect Rate (may not exceed 10%)*			
--	--	--	--

**Providers claiming an indirect cost must submit their most current negotiated indirect cost rate agreement issued by the cognizant federal agency with their budget.)*

Total Costs of Grant		21,000.00	210,000.00	\$231,000.00
	(Percent of Total)	9%	91%	100%

Administration must not exceed 10%

**GRANT
BALANCE**

(Grant Revenue less Total Costs of Grant)

\$-

The Grant balance should equal zero

**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.

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

is completed:

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

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

Administrative costs relate to oversight and management of CARE Act funds and include such items as

contracting, accounting, and data reporting.

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

- 1 Usual and recognized overhead, including establishing indirect rates for
 - a. 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

cost rate agreement

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

3 Indirect Costs- Enter the indirect rate you are claiming (not to exceed 10%), if applicable.

**** Indirect Cost - Providers claiming an indirect cost must submit their most current negotiated indirect**

Cost agreement with their budget.

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

The final determination for cost allocations between Administrative Costs and Direct Service Costs

resides with Maricopa County Ryan White Part A Program

Personnel All staff paid in full or part from this Ryan White Part A grant are to be listed in the following chart.

Date Prepared: **8/15/2011**

1 **Staffing**

Provider Entry Auto Calculation

Fringe Benefit Rate 0.00%

Staffing Arizona School of Dentistry & Oral Health 0

Position Title	Last Name	Annual Hours	FTE	Hourly Rate	Gross Applied to grant per FTE	Benefits Applied to grant per FTE	Job Status	Percent Applied as Administrative	Gross Admin Salary	Gross Admin Benefits	Direct Service Salary	Direct Service Benefits
1	Dental Director				\$-	\$-			\$-	\$-	\$-	\$-
Description of Duties												
2					\$-	\$-			\$-	\$-	\$-	\$-
Description of Duties												
3					\$-	\$-			\$-	\$-	\$-	\$-
Description of Duties												
4					\$-	\$-			\$-	\$-	\$-	\$-
Description of Duties												
5					\$-	\$-			\$-	\$-	\$-	\$-
Description of Duties												
										TOT	0.00	
										AL	%	

List Benefit Categories and %; (this table will not print)

(R) Benefits Benefits Name Percent

6	Description of Duties			\$-	\$-	\$-	\$-	\$-	\$-
7	Description of Duties			\$-	\$-	-	-	-	-
8	Description of Duties			\$-	\$-	\$-	\$-	\$-	\$-
Subtotal Personnel		0.00		\$-	\$-	\$-	\$-	\$-	\$-
Subtotal from Personnel									
Continuation Sheet		0.00		\$-	\$-	\$-	\$-	\$-	\$-
TOTAL Personnel		0.00		\$-	\$-	\$-	\$-	\$-	\$-

(Admin)	0.00	FTE	Percent Admin	0%
(Direct Service)	0.00	FTE	Percent Direct	0%
Total	-	FTE		0%

Provider Entry	Auto Calculation
----------------	------------------

Date Prepared: 8/15/2011

Staffing Continuation Sheet (Page 2 of 2) Arizona School of Dentistry & Oral Health 0												
Position Title	Last Name	Annual Hours	FTE	Rate	Gross Applied to grant per FTE	Benefits Applied to grant per FTE	Job Status	Percent Applied as Administrative	Gross Admin Salary	Gross Admin Benefits	Direct Service Salary	Direct Service Benefits
					\$-	\$-			-	-	\$-	\$-
Description of Duties												
					\$-	\$-			-	-	\$-	\$-
Description of Duties												
					\$-	\$-	0		-	-	\$-	\$-
Description of Duties												
					\$-	\$-			-	-	\$-	\$-
Description of Duties												
					\$-	\$-			-	-	\$-	\$-
Description of Duties												
					\$-	\$-			-	-	\$-	\$-
Description of Duties												

					\$-	\$-			-	-	\$-	\$-
Description of Duties												
					\$-	\$-			-	-	\$-	\$-
Description of Duties												
					\$-	\$-			-	-	\$-	\$-
Description of Duties												
Personnel- Subtotal to Page 1		0.00			\$ -	\$-			-	-	\$-	\$-

TRAVEL

Provider Entry	Auto Calculation
----------------	------------------

Date Prepared: 8/15/2011

Travel can be budgeted for the cost of staff mileage and other travel associated with Ryan White Part A.

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.

Mileage Arizona School of Dentistry & Oral Health 0							
Mileage Rate							
	FTE	Annual Miles Budgeted (Per 1 FTE)*	Miles Applied to Grant	Total Budget	Admin	Direct Svc	Narrative Justification
Admin			0	\$-	\$-	\$-	
Direct Svc			0	\$-		\$-	
TOTAL		0	0	\$-	\$-	\$-	\$-

(Total Miles applied to this grant)

*Note - Budget annual mileage for 1 FTE.

Other Allowable Travel (car rental, parking, fees, etc.)

Ryan White Part A has determined that costs included in this section are Administrative Costs.

Other Allowable Travel Arizona School of Dentistry & Oral Health 0							
Dates of Travel				Total Budget	Admin	Direct Svc	Narrative Justification
	Cost			\$-	\$-	0	
	Line Item					0	
	Cost			\$-	\$-	0	
	Line Item					0	
	Cost			\$-	\$-	0	
	Line Item					0	
				\$-	\$-	-	\$-

			Admin	Direct Service	Total
SUMMARY	(Travel)		\$-	\$-	\$-

SUPPLIES

Provider Entry	Auto Calculation
----------------	------------------

Date Prepared: 8/15/2011

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

1 **General Office Supplies:** (Apply at FTE Ratio)

Pens, paper, toner and general supplies that are used to run an office.

General Office Supplies Arizona School of Dentistry & Oral Health 0					
Item	Annual Budget	Admin	Direct	Total	Narrative Description/Cost Allocation Methodology
		0%	0%		
1		\$-	\$-	\$-	
2		\$-	\$-	\$-	
3		\$-	\$-	\$-	
4		\$-	\$-	\$-	
5		\$-	\$-	\$-	
		\$-	\$-	\$-	
TOTAL		\$-	\$-	TOTAL	\$-

2 **Program Supplies**

Program/Medical Supplies are budgeted as Direct Service.

Program Supplies Arizona School of Dentistry & Oral Health 0					
Item	Annual Budget	Admin	Direct		Narrative Description/Cost Allocation Methodology
1		\$	\$-		
2			\$-		
3			\$-		
4			\$-		
5			\$-		
			\$-		
	TOTAL	\$-	\$-	TOTAL	\$-

	Admin	Direct	Total
SUMMARY (Supplies)	\$-	\$-	\$-

EQUIPMENT

Provider Entry	Auto Calculation
----------------	------------------

Date Prepared:

8/15/2011

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

Equipment less than \$5,000

Equipment less than \$5,000 - includes computers, fax machines, shredders, and other equipment less than \$5,000 to be used in the operations of this grant.

Equipment less than \$5,000 Arizona School of Dentistry & Oral Health 0					
	Item Budgeted	Admin	Direct Service	Total	Narrative Description/Cost Allocation Methodology
1				\$-	
2				\$-	
3				\$-	
4				\$-	
5				\$-	
				\$-	
	TOTAL	\$-	\$-	TOTAL	\$-

Equipment \$5,000 or greater

TOTAL

Equipment \$5,000 or greater Arizona School of Dentistry & Oral Health 0					
	Item Budgeted	Admin Amount	Direct Amount	Total	Narrative Description/Cost Allocation Methodology
1				\$-	
2				\$-	
3				\$-	
4				\$-	
	TOTAL	\$-	\$-	TOTAL	\$-

	Admin	Direct	Total
SUMMARY (Equipment)	\$-	\$-	\$-

CONTRACTUAL

Provider Entry	Auto Calculation
----------------	------------------

Date Prepared: 8/15/2011

Use this form to budget for consulting and contract labor (Section 1) and subcontracts (Section 2) in conjunction with operating this Part A grant.

A copy of the fully executed contract covering the dates of service is required for each subcontract listed in this section.

1. Consulting/Professional Contract Labor/Clerical Support

This budget category includes payments to outside consultants, temporary services, professional contract labor and clerical support.

Indicate the name, licenses/qualifications, hours budgeted, quoted rate, dates of service, and a detailed Narrative/Justification of activities to be provided.

1. Consulting/Professional Contract Labor/Clerical Support Arizona School of Dentistry & Oral Health 0							
Consultant Name	Annual Budgeted Hours	Quoted Rate	Total Budget	Admin Budget %	Admin Budget	Direct Service Budget	Dates of Service
			\$-		\$-	\$-	
Licenses / qualifications							
Narrative/ Justification							
		\$-	\$-	0%	\$-	\$-	
Licenses / qualifications							
Narrative/ Justification							
		\$-	\$-	0%	\$-	\$-	
Licenses / qualifications							
Narrative/ Justification							
		\$-	\$-	0%	\$-	\$-	
Licenses / qualifications							
Narrative/ Justification							
		\$-	\$-	0%	\$-	\$-	
Licenses / qualifications							

Narrative							
		\$-	\$-	0%	\$-	\$-	
Licenses / qualifications							
Narrative/ Justification							
Consulting/ Prof./ Clerical Sup. Page 1				SUBTOTAL	\$-	\$-	\$-
Consulting/ Prof./ Clerical Sup. From Contractual Continuation Page				SUBTOTAL	\$ -	\$ -	\$ -
				TOTAL	\$ -	\$ -	\$-

2. Subcontracts

Include any payments through subcontracts to provide services under this grant. Each Subcontractor listed in this section who is a sub recipient (not a vendor) must complete a Budget using the RWPA budget template. Maricopa County RWPA will enforce the 10% administrative Cost Cap established by HRSA for first-line and second line sub recipient entities receiving Ryan White Part A Funds.

2. Subcontracts Arizona School of Dentistry & Oral Health 0						
Subcontractor Name	Sub recipient or Vendor	Admin Budget	Direct Service Budget	Total Budget	Admin %	Dates of Service
				\$-	#DIV/0!	
Service(s) Provided						
Narrative/ Justification						
				\$-	#DIV/0!	
Service(s) Provided						
Narrative/ Justification						
				\$-	#DIV/0!	
Service(s) Provided						
Narrative/ Justification						
		TOTAL	-	-	-	

SUMMARY	Contractual	Admin	Direct	Total
		\$-	\$-	\$-

Contractual- Continuation Page

Date Prepared: **8/15/2011**

The Contractual line item is used for consulting and contracting to be utilized in conjunction with operations of the grant.
 Use this page to list Consultant/Contract Labor and Clerical Support if there is insufficient space on the Contractual Page.

Consulting/Professional Contract Labor/Clerical Support

Consulting/Professional Contract Labor/Clerical Support Arizona School of Dentistry & Oral Health 0							
Consultant	Hours Budgeted	Quoted Rate	Total Budget	Admin Budget %	Admin Budget	Direct Service	Dates of Service
6			\$-		\$-	\$-	
Licenses / qualifications							
Narrative							
7		0	\$-	0%	\$-	\$-	
Licenses / qualifications							
Narrative							
8		0	\$-	0%	\$-	\$-	
Licenses / qualifications							
Narrative							
9		0	\$-	0%	\$-	\$-	
Licenses / qualifications							
Narrative							
10		0	\$-	0%	\$-	\$-	
Licenses / qualifications							
Narrative							
11		0	\$-	0%	\$-	\$-	
Licenses / qualifications							
Narrative							

12		0	\$-	0%	\$-	\$-	
	Licenses / qualifications						
	Narrative						
13		\$-	\$-	\$-	\$-	\$-	
	Licenses / qualifications						
	Narrative						
14		0	\$-	0%	\$-	\$-	
	Licenses / qualifications						
	Narrative						
15		0	\$-	0%	\$-	\$-	
	Licenses / qualifications						
	Narrative						
16		0	\$-	0%	\$-	\$-	
	Licenses / qualifications						
	Narrative						
Consulting/ Prof./ Clerical Sup. Subtotal to Page 1				TOTAL	-	-	\$-

Consulting/Professional/Clerical Support-

Enter the Consultant/Contractor Name, Annual Budgeted Hours, Quoted Rate, the percent of time that will be spent on Administrative Activities,

Dates of Service, Licenses, Qualifications and Description /Justification of Services to be provided

If there are more than 9 entries, continue on the Contractual Continuation Tab of this budget template. The subtotals from the Contractual

Continuation Page will be carried over to the main Contractual budget page.

Other Program Support

Provider Entry	Auto Calculation
----------------	------------------

Date Prepared: 8/15/2011

Use this form to budget for other support necessary to provide services under this grant. In the Narrative Justification

describe how the program support will be used and also the methodology used to allocate the total or a portion of the total cost to the grant.

1 Communications/Telephone/Internet

Communications/Telephone/Internet Arizona School of Dentistry & Oral Health 0					
Item	Amount Budgeted	Admin 0%	Direct 0%	Total	Narrative/Cost Allocation Methodology
		\$-	\$-	\$-	
		\$-	\$-	\$-	
		\$-	\$-	\$-	
		\$-	\$-	\$-	
TOTAL		\$-	\$-	TOTAL	\$-

2 Copy/Duplicating

Copy/Duplicating Arizona School of Dentistry & Oral Health 0					
Item	Amount Budgeted	Admin 0%	Direct 0%	Total	Narrative/Cost Allocation Methodology
1 Program Brochures					
			\$-	\$-	
2 Other Copying/Duplicating					
		\$-	\$-	\$-	
		\$-	\$-	\$-	
		\$-	\$-	\$-	
TOTAL		\$-	\$-	TOTAL	\$-

3 Postage

Postage Arizona School of Dentistry & Oral Health 0					
Item	Amount Budgeted	Admin 0%	Direct 0%	Total	Narrative/Cost Allocation Methodology
		\$-	\$-	\$-	
		\$-	\$-	\$-	
TOTAL		\$-	\$-	TOTAL	\$-

4 **Utilities**

Utilities are 100% administrative. (Ruling 6.6.B05)

Utilities Arizona School of Dentistry & Oral Health 0					
Item	Amount Budgeted	Admin	Direct	Total	Narrative/Cost Allocation Methodology
		\$-	\$-	\$-	
		\$-	\$-	\$-	
		\$-	\$-	\$-	
		\$-	\$-	\$-	
		\$-	\$-	\$-	
TOTAL		-	-	TOTAL	\$-

4 **Other Program Support**

Other Program Support Arizona School of Dentistry & Oral Health 0					
Item		Admin	Direct	Total	Narrative/Cost Allocation Methodology
Dental Services	\$ 500.00	\$21,000.00	\$210,000.00	\$231,000.00	Fee for Service Costs for Face-to-face Encounters/Dental Procedures/Office Visits estimated as an AVERAGE of \$375 x 200 encounters per year x 3 years.
	\$ -	\$ -	\$ -	\$-	
	\$ -	\$ -	\$ -	\$-	
	\$ -	\$ -	\$ -	\$-	
	\$ -	\$ -	\$ -	\$-	
TOTAL		\$21,000.00	\$210,000.00	TOTAL	\$231,000.00

		Admin	Direct	Total
SUMMARY	Program Support	\$21,000.00	\$210,000.00	\$231,000.00

Other Professional Service

Provider Entry	Auto Calculation
----------------	------------------

Date Prepared:	8/15/2011
----------------	-----------

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

1 Audit/Accounting/Finance

Audit/Accounting/Finance Arizona School of Dentistry & Oral Health 0							
Vendor Name	Hours Budgeted	Quoted Price*	Total Price	Dates of Service	Admin	Direct Service	Description of Service
a			\$-		\$-		
	Cost Method Used						
	Budget Justification						
b			\$-		\$-		
	Cost Method Used						
	Budget Justification						
c			\$-		\$-		
	Cost Method Used						
	Budget Justification						
				TOTAL	-		\$ -

2 Insurance

Insurance Arizona School of Dentistry & Oral Health 0							
Vendor Name	Annual Premium	Percent To grant	Total Grant	Dates of Service	Admin	Direct Service	Description of Service
a	\$-		\$-		\$-		
	Cost Method Used						
	Budget Justification						
b	\$-		\$-		\$-		
	Cost Method Used						
	Budget Justification						
c	\$-		\$-		\$-		

Cost Method Used								
Budget Justification								
				TOTAL	\$ -		\$ -	

3 **Rent/Space**

Rent/Space Arizona School of Dentistry & Oral Health 0							
Vendor Name	Annual Rent	Percent to Grant	Total Grant	Dates of Service	Admin	Direct Service	Description of Service
a	\$-		\$-		\$-		
Cost Method Used							
Budget Justification							
				TOTAL	\$ -		\$ -

4 **Other Professional Service**

Other Professional Service Arizona School of Dentistry & Oral Health 0							
Vendor Name	Hours Budgeted	Quoted Price*	Total Price	Admin Budget %	Admin	Direct Service	Description of Service
a			\$-		\$-	\$-	
Cost Method Used							
Budget Justification							
b			\$-		\$-	\$-	
Cost Method Used							
Budget Justification							
c			\$-		\$-	\$-	
Cost Method Used							
Budget Justification							
			\$ -	TOTAL	\$ -	\$ -	\$ -

		Admin	Direct	Total
SUMMARY	Other Prof. Svc	\$-	\$-	\$-

Schedule of Deliverables

Provider Entry	Auto Calculation
----------------	------------------

Date Prepared:	8/15/2011
----------------	-----------

Organization Name:	Arizona School of Dentistry & Oral Health
Service Category	0

Performance Measures:

Number of New Clients	100
Number of Returning Clients	0
Total # of Unduplicated Clients	100

	CAREWare Service Unit Name/Code	Service Description	Service Unit Definition 1 unit = (i.e. 15 minutes)	Number of Units Proposed	Schedule of Deliverables												Fee for Service Only <i>Not Applicable to Cost Reimbursement Contracts</i>	
					Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Proposed Fee Per Product/Deliverable	Total Payment Per Objective/Activity
1		Year 1 dental costs	1 face-t-face visit	200	17	17	17	17	17	17	17	16	17	16	16	16	\$385.00	\$77,000.00
2		Year 2 dental costs	1 face-t-face visit	200	17	17	17	17	17	17	17	16	17	16	16	16	\$385.00	\$77,000.00
3		Year 3 dental costs	1 face-t-face visit	200	17	17	17	17	17	17	17	16	17	16	16	16	\$385.00	\$77,000.00
4				-														\$-
5				-														\$-
6				-														\$-
7				-														\$-
8				-														\$-
9				-														\$-
10				-														\$-
11				-														\$-
12				-														\$-
13				-														\$-
14				-														\$-
15				-														\$-
TOTAL				600	51	51	51	51	51	51	51	48	51	48	48	48		\$231,000.00

Total Budget \$231,000.00

EXHIBIT C SCOPE OF WORK

1.1 PURPOSE OF THE PROGRAM, AUTHORITY AND BACKGROUND:

The Ryan White Comprehensive AIDS Resources Emergency (CARE) Act was first enacted in 1990 and amended in 1996, 2000, 2006 and 2009. Currently, the Act was reauthorized in 2009 and is called the Ryan White HIV/AIDS Treatment Extension Act of 2009. The authority for this grant program is the Public Health Service Act Section 2603, 42 USC 300ff-13. The U.S. Department of Health and Human Services (DHHS) administers the Part A program through the Health Resources and Services Administration (HRSA), HIV/AIDS Bureau (HAB), Division of Service System (DSS). The entire CARE Act may be accessed at <http://hab.hrsa.gov/about/hab/legislation.html>.

Part A funds provide direct financial assistance to Eligible Metropolitan Area (EMAs) that have been the most severely affected by the HIV epidemic. Formula and supplemental funding components of the grant assist EMAs in developing or enhancing access to a comprehensive continuum of high quality, community-based care for low-income individuals and families with HIV disease. A comprehensive continuum of care includes primary medical care, HIV-related medications, mental health treatment, substance abuse treatment, oral health and case management services that assist PLWH/A (People Living with HIV/AIDS) in accessing treatment of HIV infection that is consistent with Public Health Service (PHS) Treatment Guidelines (current treatment guidelines are available at www.AIDSinfo.nih.gov). Comprehensive HIV/AIDS care beyond these core services also includes access to other health services (e.g. home health care, nutritional, and rehabilitation service). In addition, this continuum of care may include supportive services that enable individuals to access and remain in primary medical care (e.g. outreach, transportation, and food services).

Part A supplemental funds have been awarded since fiscal year (FY) 1999 under the Minority AIDS Initiative (MAI) to improve the quality of care and health outcomes in communities of color disproportionately impacted by the HIV epidemic. Funds are to initiate, modify, or expand culturally and linguistically appropriate HIV care services for disproportionately impacted communities of color. Following Congressional intent, MAI funds must be used to expand or support new initiatives consistent with these goals.

MAI funds are subject to special conditions of award, and providers of services funded with MAI funds must document their use separately from other Part A funds. Progress reports must be provided in a beginning of year, Mid-Year Progress Report, and end-of-fiscal year Final Progress Report. This information reported is used to monitor:

- 1 Compliance with the MAI Condition of Award and related requirements;
- 2 Progress in meeting planned objectives;
- 3 Potential grantee technical assistance needs;
- 4 Type and quantity of services delivered and demographics of clients served, and;
- 5 Improvements in access and health outcomes being achieved through these services.

All CARE Act funded projects in any service category must participate in the existing community-based continuum of care. This concept requires that services in a community must be organized to respond to the individual's or family's changing needs, in order to reduce fragmentation of care. For the Phoenix EMA to achieve this intent as required by HRSA guidance funded providers will be required to attend meetings sponsored by the Phoenix EMA Ryan White Planning Council and other management and technical assistance meetings deemed mandatory by Maricopa County Department of Business Strategies and Health Care Programs, Ryan White Part A Program.

Lastly, Part A funds must be used in a manner consistent with current and future HRSA policies as developed by the Division of Services Systems, HIV/AIDS Bureau. These policies can be reviewed on the HAB website at <http://hab.hrsa.gov>.

1.2 THE PHOENIX EMA RYAN WHITE PLANNING COUNCIL:

The Phoenix EMA Ryan White Planning Council (PC) is a planning body required under the Part A authorization. The Maricopa County Board of Supervisors serves as the Chief Elected Official for the Planning Council. Membership of the PC must be reflective of the epidemic within the Phoenix EMA and includes representatives from a variety of specific groups such as providers of housing and homeless shelters, HIV prevention services, representatives of individuals who were formerly Federal, State or local prisoners released from the custody of the penal system and had HIV disease on the date released, other mandated entities and interested advocates. The PC establishes service priorities, allocates Part A funds, develops a comprehensive plan, and addresses the efficiency of the grantee's administrative mechanism for rapidly contracting out funds to service providers.

The PC establishes Directives for service categories that are additional requirements that must be incorporated into the program plan along with applicable Standards of Care. These Directives are discussed under the service category description and should also guide prospective applicants in the development of goals objectives and a work plan.

1.3 ADMINISTRATIVE AGENT AND QUALITY MANAGEMENT:

Part A funds are awarded to the chief elected official (CEO). The CEO retains ultimate responsibility for submitting grant applications, ensuring that funds awarded are used appropriately, and complying with reporting or other requirements. Most CEOs delegate day-to-day responsibility for administering their Part A award to a health related department within the jurisdiction.

For the purposes of this section, the CEO of the EMA has delegated this responsibility to the Ryan White Part A Program within Maricopa County Department of Business Strategies and Health Care Programs.

Administrative activities under the authority of the Administrative Agent include:

Routine grant administration and monitoring activities, including the development of applications for funds, the receipt, monitoring and disbursement of program funds, the development and establishment of reimbursement and accounting systems, the preparation of routine programmatic and financial reports, compliance with grant conditions and audit requirements/promulgation of policies and procedures and continuous quality improvement initiatives.

All activities associated with the grantee's contract award procedures, including the development of requests for proposals, contract proposal review activities, negotiation and awarding of contracts, monitoring of contracts through telephone consultation, written documentation or onsite visits, reporting on contracts, and funding reallocation activities.

The administrative agent will conduct site visits with service providers to monitor program and fiscal compliance with contracts, and to ensure adherence to the EMA's Standards of Care as developed by the PC.

The lead agency (Contractor) agrees to include any subcontracts a provision to the effect that the subcontractor agrees that Maricopa County Department of Business Strategies and Health Care Programs 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. Additionally, client charts, care/treatment plans, eligibility requirements, etc shall be available for inspection.

The Administrative Agent will also provide technical assistance and training that providers may be required to attend.

The CARE Act requires the establishment of quality management program and quality service indicators for all Part A programs to ensure that persons living with HIV disease receive those services and that the quality of those services meet certain criteria, specifically Standards of Care and the Public Health Services treatment guidelines.

The Maricopa County Department of Business Strategies and Health Care Programs, Ryan White Part A Program has established a Quality Management Program to assess all services funded under Ryan White Part A Program and to achieve the goals set forth in the CARE Act. All funded programs are subject to quality management reviews and technical assistance. All agencies must be able to demonstrate that health and support services supported by Part A funds are consistent with PHS treatment guidelines and the Standards of Care as established by the Planning Council.

All funded providers will be asked to submit quality management plans to reflect how providers are ensuring quality services.

2.0 SCOPE OF WORK:

All Oral Health Services, including diagnostic, preventive, and therapeutic dental care must be in compliance with state and local dental practice laws.

All Oral Health Services must be based on evidenced-based clinical decisions that are informed by the American Dental Association Dental Practice Parameters, are based on an oral health treatment plan, adheres to specified service caps, and are provided by licensed and certified dental professionals. Copies of all professional licensure and/or certifications must be maintained and available on request by RWPA office.

All Oral Health Services must be provided by general dental practitioners, dental specialists, dental hygienists and auxiliaries who are appropriately licensed and/or certified. Oral health Services may be provided by dental health students when they are directly supervised by dental health faculty in an appropriately accredited dental school setting.

Under this contract, allowable services include diagnostic, preventative and therapeutic care services necessary to maintain the client's oral health.

Under this contract, non-allowable services include orthodontics and other services that are primarily cosmetic in nature.

Documentation of all Oral Health Services provided under this contract includes: A dental chart with an oral health treatment plan developed for each client and signed by the oral health professional rendering the services, documentation of all services provided, and any referrals made.

All Oral Health Services delivered under this contract will be limited to: \$1500 per client per grant year.

*NOTE: The administering entity for this contract is the County's Business Strategies and Health Care Programs department's Ryan White Part A Administrative Agent. The following terms will be used interchangeably throughout this document to refer to the administering entity: "Ryan White Part A", "Administrative Agent (AA)", and "Maricopa County Business Strategies and Health Care Programs (MCBSHCP)".

3.0 CONTRACTURAL ADMINISTRATIVE LANGUAGE:

3.1 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.

3.2 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.

3.3 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.

3.4 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.5 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.0 CONTRACTUAL TERMS & CONDITIONS:

4.1 COMPENSATION:

4.1.1 The County reserves the right to reallocate funding during the contract period so that the services provided and corresponding contract amount may be decreased or increased, via contract amendment or Task Order, at the discretion of the County.

4.1.2 County will pay the Contractor on a monthly basis for approved services and expenses and in accordance with the reimbursement methodology determined by the County's Administrative Agent; either fee-for service or cost. The total funds paid to the Contractor will be dependent upon the approved invoice according to the Administrative Agent. County does not guarantee a minimum payment to the Contractor. County will not reimburse for fee-for-service activities when an appointment is canceled either by the client or Contractor.

4.1.3 The Contractor understands and agrees to notify the County of any deviations or changes to any budget line of the current budget in place for this contract within **30** days of such change.

- 4.1.4 The Contractor shall be compensated for services provided only by the staff classifications/positions included/referenced in the current approved budget.
- 4.1.5 Unless specifically allowed and referenced elsewhere in this contract, all services are to be provided at approved Contractor sites and/or venues. Services provided at non-authorized locations or venues will not be reimbursed by the County.
- 4.1.6 The Contractor shall provide monthly financial and corresponding programmatic reports per the reporting schedule to the County. If the Contractor is not in compliance due to non-performance, submission of reports after deadlines, insufficient back-up statements or improperly completed forms, the Contractor may not be reimbursed or reimbursement may be delayed until program compliance issues and any other related financial consequences are resolved. Furthermore, instances of non-compliance with billing and reporting requirements may result in the County reducing the Contractor's reimbursement by up to 10% of the corresponding month's billing. Billing forms and instructions are included in the current Ryan White Part A Program Policies and Procedures Manual.
- 4.1.7 The actual amount of consideration to be paid to the Contractor depends upon the actual hours worked, services provided and related expenses as stated in the current approved budget or as modified by contract amendment or appropriately executed task order. Any un-obligated balance of funds at the end of this Agreement period will be returned to the County in accordance with instruction provided.

4.2 METHOD OF PAYMENT:

- 4.2.1 Subject to the availability of funds, County will, within sixty (60) business days from the date of receipt of the documents enumerated herein, process and remit to the Contractor a warrant for payment up to the maximum total allowable for services provided or work performed during the previous month. Payment may be delayed or reduced if invoices are in non-compliance due to late submission, improperly completed or missing documentation/information or for other contract non-compliance occurring in the related grant year. Other non-compliance issues that may delay or reduce payments can be related to any contractual issue, and may not necessarily be related to the bill itself. Should County make a disallowance in the claim, the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reason for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the "Disputes" clause of the Special Provisions of this Contract.
- 4.2.2 The Contractor understands and agrees that County will not honor any claim for payment submitted 60 calendar days after date of service. The Contractor understands and agrees that County will not process any claim for payment for services rendered prior to the end of the contract period which are submitted sixty (60) calendar days after the end of the contract period without approval of County. For claims that are subject to AHCCCS Regulation R9-22703.B1, County will not honor any claim for payment submitted nine months after date of service. Claims submitted 45 calendar days from the last day of the grant year will not be honored or reimbursed.
- 4.2.3 Payments made by County to the Contractor are conditioned upon the timely receipt of applicable, accurate and complete invoice reports and forms submitted by the Contractor. All monthly **invoices** must be supported by auditable documentation, which is determined to be sufficient, competent evidential matter defined by the County.
- 4.2.4 The Contractor understands and agrees that Ryan White Part A is the payer of last resort, and shall maximize and monitor all other revenue streams including self-pay and all sources of third party reimbursements. The Contractor understands and agrees that all self-pay and third party payments must be exhausted to offset program costs before Ryan White funds are used. The Contractor must have policies and procedures documented and in place to determine and bill these other potential payment sources. These third party payers include but are not limited to Regional Behavioral Health Authority (RBHA),

Medicaid (Arizona Health Care Cost Containment Services/AHCCCS), Arizona Long Term Care System (ALTCS), TRICARE, Medicare and private/commercial or other insurance. The Contractor will determine eligibility of clients and assist with client enrollment whenever feasible. Payments collected by the Contractor for Ryan White services must be recorded as Program Income in the Contractor's financial management system and deducted from bills issued to the County. Program income records must be made available to the County for assurance that such revenues are used to support related services. The Contractor shall have policies and procedures for handling Ryan White revenue including program income.

4.2.5 The Contractor shall have policies and staff training on the payer of last resort requirement and how it meets that requirement.

4.3 BUDGET, REVENUES AND EXPENDITURES:

4.3.1 The Contractor shall have written fiscal and general policies and procedures that include compliance with federal and Ryan White programmatic requirements.

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

A. The total administrative costs budgeted; including any federally approved indirect rate (inclusive of contractor and subcontractor(s)) cannot exceed **10%** of the amount of the current grant award. Any amount of administrative expenditures in excess of 10% will be reimbursed to County.

B. Contractor agrees that all expenditures are in accordance with the current approved budget. Any expenditures deemed unallowable by the Administrative Agent are subject to the Contractor submitting a full reimbursement to the County.

C. Contractor agrees to establish and maintain a "Financial Management System" that is in accordance with the standards required by Federal OMB Circular A-110, Subpart C. Such system must also account for both direct and indirect cost transactions, reports on the results of those transactions, are in compliance with the requirements of OMB Circular A-21 and generally accepted accounting principles.

D. All expenditures and encumbered funds shall be final and reconciled no later than 45 days after the close of the grant year.

E. Funds collected by the Contractor in the form of fees, charges, and/or donations for the delivery of the services provided for herein shall be accounted for separately. Such fees, charges and/or donations must be used for providing additional services or to defray the costs of providing these services consistent with the Work Plan of this Contract. As applicable, the Contractor agrees to include, in the underlying budget, the amount of projected revenue from client fees. The amount of funds collected from client fees shall be reported by Contractor in the Monthly invoice by discrete service. For audit purposes, the Contractor is responsible for maintaining necessary documentation to support provision of services.

4.4 TASK ORDERS:

Contractor shall not perform a task other than those found/defined in the contract award document. Task Orders may be issued by the Administrator of this contract. Task Orders will be

communicated via written document and shall include, but is not limited to: budget amount, reference to special conditions of award, and any special service and reporting requirements. Amended Task Orders can be issued at any time during the grant year. Both parties shall sign a new or amended Task Order.

4.5 **CHANGES:**

4.5.1 The Maricopa County Department of Business Strategies and Health Care Programs, 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**):

4.5.1.1 Schedule of deliverables activities reflecting changes in the scope of services, funding source or County regulations,

4.5.1.2 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,

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

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

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

4.5.3 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.

4.6 **AUDIT REQUIREMENTS:**

4.6.1 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 Internal Audit 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 or by a date defined by the Internal Audit Department. Maricopa County may consider sanctions as described in OMB Circular A-128 for contractors not in compliance with the audit requirements. All books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

4.6.2 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.

4.6.3 The Contractor shall have and make available to County financial policies and procedures that guide selection of an auditor, based on an Audit Committee for Board of Directors (if Contractor is a non-profit entity).

- 4.6.4 The Contractor shall also comply with the following OMB Circulars as applicable to its organizations business status:
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.

4.7 SPECIAL REQUIREMENTS:

- 4.7.1 The Contractor shall adhere to all applicable requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009 and/or current authorized or reauthorized Ryan White HIV/AIDS Act.
- 4.7.2 The Contractor shall participate in provider technical assistance meetings and/or teleconference calls that will be scheduled by the Administrative Agent throughout the year.
- 4.7.3 The Contractor shall retain the necessary administrative, professional and technical personnel for operation of the program.
- 4.7.4 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.
- 4.7.5 Contractor agrees to install and utilize the CAREWare client level reporting software system as described in the current Ryan White Part A Program Policies and Procedures Manual. There are no licensing costs associated with the use of CAREWare, however, the provider is required to pay for the cost related to installing and configuring internal firewall devices to gain access to the CAREWare database. These expenses can be reimbursed by Ryan White if included in the current approved budget.

4.8 RELEASE OF INFORMATION:

- 4.8.1 The Contractor agrees to secure from all clients provided services under this contract any and all releases of information or other authorization requested by County. Each client file documenting the provision of Part A services must contain a current Administrative Agent authorized release form signed and dated by the client or client's legal representative. Failure to secure such releases from clients may result in disallowance of all claims to County for covered services provided to eligible individuals. If service to anonymous clients is specifically allowed and approved by the County according to the current Ryan White Part A policies and procedures manual or otherwise stated in writing by the Administrative Agent, this provision does not apply.
- 4.8.2 The Contractor agrees to comply with **ARS §36-662, access to records**. In conducting an investigation of a reportable communicable disease the department of health services and local health departments may inspect and copy medical or laboratory records in the possession of or maintained by a health care provider or health care facility which are related to the diagnosis, treatment and control of the specific communicable disease case reported. Requests for records shall be made in writing by the appropriate officer of the department of health services or local health department and shall specify the communicable disease case and the patient under investigation.

4.9 CERTIFICATION OF CLIENT ELIGIBILITY;

- 4.9.1 The Contractor agrees to determine and certify eligibility all clients seeking services supported by Ryan White funds, according to the requirements detailed in of the Eligibility section of the current Ryan White Part A Program Policies and Procedures Manual.
- 4.9.2 The Contractor agrees to have billing, collection, co-pay and sliding fee policies and procedures that do not deny clients services for non-payment, inability to produce income documentation, or require full payment prior to service, or include any other barriers to service based on ability to pay.
- 4.9.3 If the Contractor charges clients for services, the Contractor agrees to charge and document client fees collected in accordance with their sliding fee schedule. This fee schedule shall be consistent with current federal guidelines. This fee schedule must be published and made available to the public. If charging fees, the Contractor must have a fee discount policy, sliding fee schedule, and sliding fee eligibility applications. The Contractor must track fees charged and paid by clients. The Contractor must have a fee discount policy that includes client fee caps, including:
 - Clear responsibility for annually evaluating clients to establish individual fees and caps.
 - Tracking of Part A charges or medical expenses inclusive of enrollment fees, deductibles, and co-payments.
 - A process for alerting the billing system that client has reached cap and no further charges will be charged for the remainder of the year.
 - Documentation of policies, fees, and implementation, including evidence that staff understand those policies and procedures.
 - Contractor must have process for charging, obtaining, and documenting client charges through a medical practice information system, manual or electronically.

The chart below must be followed when developing the fee schedule.

<i>Client Income</i>	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

4.10 QUALITY MANAGEMENT:

- 4.10.1 The Contractor will participate in the Quality Management program as detailed in the ***current Ryan White Part A Program Policies and Procedures Manual***. (See Attachment C Ryan White Part A Program Policies and Procedures (ZIP File)).
- 4.10.2 The Contractor will utilize and adhere to the most current Standards of Care as developed by the Phoenix Eligible Metropolitan Area Planning Council.

- 4.10.3 The Contractor will develop and implement an agency-specific quality management plan for Ryan White Part A-funded services. The Contractor will conduct Quality Improvement projects at the agency level utilizing the Plan-Do-Check-Act (PDCA) model.
- 4.10.4 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.
- 4.10.5 The Contractor will participate in the Quality Management activities of the Clinical Quality Management Committee as requested by the County.
- 4.10.6 The Contractor will conduct and provide documentation of quality assurance and improvement activities, including maintenance of client satisfaction surveys and other mechanisms as designated by the County.
- 4.10.7 The Contractor will maintain a comprehensive unduplicated client level database of all eligible clients served as well as demographic and service measures required and submit this information in the format and frequency as requested by the County. The County will make available to the Contractor software for the collection of this information (CAREWare).
- 4.10.8 The Contractor will maintain consent to serve forms signed by the clients to gain permission to report their data to County, State and Federal authorized entities and to view their records as a part of site visits and quality management review activities.
- 4.10.9 The Contractor will participate in Quality Management trainings sponsored by the County which are deemed mandatory. The Contractor understands that non-participation in these types of activities may result in non-compliance with the Standards of Care as mandated by the Ryan White Act. Further, such non-participation in Quality Management trainings could result in prompting a performance monitoring site visit.
- 4.11 **REPORTING REQUIREMENTS:**
 - 4.11.1 The Contractor agrees to submit monthly invoices as defined in the Invoice and Payments section.
 - 4.11.2 The Contractor agrees to submit any administrative, programmatic, quality and/or fiscal reports requested and at the due date defined by the Administrative Agent.
 - 4.11.3 The Contractor agrees to comply with and submit annual and semi-annual client-level and provider-level data as required by HRSA by the due date(s) defined by the Administrative Agent.
 - 4.11.4 The Contractor agrees to comply with *ARS § 36-621*, reporting contagious diseases. Any employee, subcontractor or representative of the Contractor providing services under this contract shall follow the requirements of this law. Specifically, a person who learns that a contagious, epidemic or infectious disease exists shall immediately make a written report of the particulars to the appropriate board of health or health department. The report shall include names and residences of persons afflicted with the disease. If the person reporting is the attending physician he shall report on the condition of the person afflicted and the status of the disease at least twice each week.
- 4.12 **PROGRAM MARKETING INITIATIVES:**
 - 4.12.1 When issuing statements, press releases and/or Internet-based or printed documents describing projects, programs and/or services funded in whole or in part with Ryan White Part A funds, the Contractor shall clearly reference the funding source as the federal Department of Health and Human Services, Health Resources and Services

Administration, the Ryan White HIV/AIDS Treatment Extension Act of 2009 (or current authorized or reauthorized name of Act), and Maricopa County Business Strategies and Health Care Programs Department. Such references to funding source must be of sufficient size to be clear and legible.

- 4.12.2 Contractor is responsible for advertising Ryan White Part A-funded services. Such advertisement is to promote/incorporate the following components: Services available, venues/locations, and hours of operation. The content of any and all advertising for these services must be in a format allowed by Local, State and Federal regulations and shall contain the funding language referenced in this contract section.
- 4.12.3 Contractor is responsible to ensure that all appropriate program descriptions, including hours and locations, and any changes related to these services are disseminated to the community and other Ryan White providers to ensure that clients have access to care. The Contractor shall be able to document and explain this communication process to the Administrative Agent upon request.

4.13 OTHER REQUIREMENTS:

- 4.13.1 Contractor shall comply with all policies and procedures as defined in the current Ryan White Part A Policies and Procedures Manual.
- 4.13.2 Contractor will maintain discrete client files for all individuals served and will secure the necessary releases of information to allow for review of all pertinent client information by employees of County and/or their designated representatives.
- 4.13.3 Contractor shall respond to all requests for information and documentation solicited by County when they are submitted in writing no later than **72** hours of receipt of request.
- 4.13.4 Contractor shall participate with a standardized anonymous Consumer Satisfaction Survey issued to all program participants, at least once during the contract year. The survey and procedure is included in the ***MCBSHCP Ryan White Part A Program Policies and Procedures Manual***. (See Attachment C Ryan White Part A Program Policies and Procedures (ZIP File)).
- 4.13.5 Contractor's service locations shall be accessible by public transportation. If service locations are not accessible by public transportation, the Contractor shall have policies and procedures in place that describe how it will provide transportation assistance to clients.
- 4.13.6 Contractors providing Medicaid eligible services shall be certified to receive Medicaid payments, or receive a waiver from the U.S. Secretary of Health and Human Services. The Contractor shall document efforts to receive certification or waiver, and when certified, maintain proof of certification and file of contracts with Medicaid insurance companies.

4.14 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.

4.15 CONTRACT COMPLIANCE MONITORING:

- 4.15.1 County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for Contract compliance monitoring may be made by County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by County, all records and accounts relating to the work

performed or the services provided under this Contract, or for similar work and/or service provided under other grants and contracts.

- 4.15.2 The Contractor shall have policies and procedures in place that allow the County as the funding agency prompt and full access to financial, program and management records and documents as needed for program and fiscal monitoring and oversight.
- 4.15.3 Contractor shall follow and comply with all related corrective action plans and requirements of site visits and subsequent audits conducted by County and its representatives. When monetary penalties are imposed or unallowable costs determined, the County will define how repayment will be made to the County. This may include decreasing or withholding the Contractor's monthly billing or requiring payment to the County.
- 4.15.4 The Contractor shall submit reports to County as requested that detail performance and allow review of budget, cost of services and unit cost methodology.

4.16 RESTRICTIONS ON USE OF FUNDS:

- 4.16.1 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:
 - 4.16.1.1 Under any State compensation program, under any insurance policy, or under any Federal, State, or county health benefits program; or
 - 4.16.1.2 By an entity that provides health services on a prepaid basis.
- 4.16.2 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.
- 4.16.3 The federal Office of General Counsel and County emphasize that Ryan White Act funds may only support HIV-related needs of eligible individuals. All activities and expenditures must reflect an explicit connection between any service supported with Ryan White Act funds and the intended recipient's HIV status.
- 4.16.4 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.
- 4.16.5 Ryan White funds shall not be used to finance the services of lobbyists, fundraisers or grant/proposal writers, nor to support lobbying, fundraising activities and/or the writing of grant/contract proposals. The Contractor shall have personnel policies and an employee orientation manual that include regulations that forbid using federal funds to lobby Congress or other Federal personnel.
- 4.16.6 The Ryan White Act limits the administrative expenses to not more than **10%** of the total grant award. The Act defines allowable "administrative activities" to include:
 - 4.16.6.1 Usual and recognized overhead, including established indirect rates for agencies;
 - 4.16.6.2 Management and oversight of specific programs funded under this title; and
 - 4.16.6.3 Other types of program support such as quality assurance, quality control, and related activities."

4.17 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS:

- 4.17.1 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.
- 4.17.2 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.
- 4.17.3 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.

4.18 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.

4.19 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.

4.20 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.

4.21 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.

4.22 EQUAL EMPLOYMENT OPPORTUNITY:

- 4.22.1 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.

4.22.2 The Contractor will operate under this agreement so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, sex, religion, national origin, ancestry, age physical or mental disability or sexual orientation except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position.

4.23 RIGHT OF PARTIAL CANCELLATION:

If more than one service category 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 obligations as stated in the current schedule of deliverables.

4.24 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.

4.25 CULTURAL COMPETENCY:

4.25.1 The Contractor shall meet and comply with applicable standards of the federal Culturally and Linguistically Appropriate Services (CLAS) standards The Contractor shall develop and implement organizational policies that comply with these standards. .

4.25.2 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.

4.26 RYAN WHITE CAREWARE DATA BASE:

4.26.1 MCBSHCP requires the installation and utilization of HRSA-supplied Ryan White CAREWare software. CAREWare is used for client level data reporting and monthly billing reports, demographic reports, and various custom reporting. The Contractor agrees to install, collect, and report all data requested by the MCBSHCP via RYAN WHITE CAREWare within **60** days of request by the MCBSHCP. The Contractor agrees to participate in technical assistance training and/or informational presentations for CAREWare at various times scheduled during the contract year.

4.26.2 The Contractor is responsible for coordinating the installation of the CAREWare software with their internal information technology staff. CAREWare software is developed by HRSA and requires no licensing fees. The Contractor will be responsible for the cost of Virtual Provider Network (VPN) cards for each user within their organization.

4.26.3 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.

4.27 IMPROPRIETIES AND FRAUD:

- 4.27.1 The contractor shall notify MCBSHCP 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 MCBSHCP shall occur in writing within 24 hours of detection.
- 4.27.2 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)

- 4.27.3 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.

4.28 ADHERENCE TO RYAN WHITE PART A POLICIES:

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

4.29 REFERRAL RELATIONSHIPS:

- 4.29.1 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 MCBSHCP upon request.
- 4.29.2 The Contractor shall have letters of agreement and Memorandums of Understanding (MOUs) to document referral relationships with key points of entry. Key points of entry include:
- Emergency rooms
 - Substance abuse and mental health treatment programs
 - Detox(ification) centers
 - Detention facilities
 - Sexually Transmitted Disease (STD) Clinics
 - Homeless shelters
 - HIV counseling and testing sites

Additional points of entry:

- Public health departments
- Health care points of entry specified by eligible areas
- Federally Qualified Healthcare Centers (FQHCs)
- Entities such as Ryan White Part C and D grantees

4.30 POLICY ON CONFIDENTIALITY:

- 4.30.1 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.

- 4.30.2 The Contractor shall establish and maintain written procedures and controls that ensure the confidentiality of client medical information and records.
 - 4.30.3 The Contractor shall maintain and document employee and direct service provider training on their organization's policies and procedures related to client confidentiality.
 - 4.30.4 In accordance with Section 318 (e)(5) of the Public Health Service Act [42 U.S.C. 247c(e)(5)], no information obtained in connection with the examination, care or services provided to any individual under any program which is being carried out with Federal monies shall, without such individual's consent, be disclosed except as may be necessary to provide services to such individual or as may be required by laws of the State of Arizona or its political subdivisions. Information derived from any such program may be disclosed (a) in summary, statistical, or other form, or (b) for clinical research purposes, but only if the identity of the individuals diagnosed or provided care under such program is not disclosed. The Contractor shall comply with the provisions of A.R.S. § 36-663 concerning HIV-related testing; restrictions; exceptions and A.R.S. § 36-664 concerning confidentiality; exceptions, in providing services under this Contract.
 - 4.30.5 Confidential communicable disease related information may only be disclosed as permitted by law, and only consistent with the current Ryan White Part A Program Policies and Procedures Manual. (See Attachment C Ryan White Part A Program Policies and Procedures (ZIP File)).
- 4.31 EQUIPMENT:
- 4.31.1 All equipment and products purchased with grant funds *should be* American-made.
 - 4.31.2 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.
 - 4.31.3 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.
- 4.32 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.*
- 4.33 ANTI-KICKBACK REGULATIONS:
- 4.33.1 If the Contractor is a Medicare/Medicaid provider, it shall maintain a Corporate Compliance Plan.
 - 4.33.2 The Contractor shall maintain Personnel Policies, Code of Ethics or Standards of Conduct, Bylaws and Board policies that include ethics standards or business conduct practices.
 - 4.33.3 The Contractor shall maintain documentation of any employee or Board member violations of Code of Ethics/Standards of Conduct, and complaints of violations and resolution.
 - 4.33.4 The Contractor's Code of Ethics/Standards of Conduct shall include:

- Conflict of interest
- Prohibition on use of provider property, information or position without approval or advance personal interest
- Fair dealing: Contractor engages in fair and open competition
- Confidentiality
- Protection and use of company assets
- Compliance with laws, rules, regulations
- Timely and truthful disclosure of significant accounting deficiencies and non-compliance

4.33.5 The Contractor shall have adequate policies and procedures to discourage soliciting cash or in-kind payments for:

- Awarding contracts
- Referring clients
- Purchasing goods or services
- Submitting fraudulent billings

4.33.6 The Contractor shall have employee policies that discourage:

- Hiring persons with a criminal record
- Hiring persons being investigated by Medicare/Medicaid
- Large signing bonuses

NARRATIVE

A. T. Still University of Health Sciences, Arizona school of Dentistry & Oral Health (ASDOH) is submitting this proposal to provide direct dental services to people living with HIV/AIDS through the Ryan White Part A Direct Dental Program. ASDOH understands that the time period of this proposal is the partial fiscal year of December 1, 2011 through February 28, 2012 and then the subsequent fiscal years of March 1, 2012 through February 28, 2014.

ASDOH is estimating approximately 200 patient face-to-face encounters/dental procedures/office visits per year. ASDOH is capable of handling this estimated extra capacity at its two Dental Clinic locations. *Additionally*, ASDOH would like the opportunity to revisit capacity based on unmet need and Clinic availability at a later date.

It is widely accepted that the cost of each dental visit varies significantly based on the complexity of dental procedures performed. Unfortunately, ASDOH does not have access to historical financial/utilization data for Ryan White Part A patients. Therefore, for the purposes of this RFP, ASDOH is *estimating* approximately \$385 per visit, based on the anticipated severity of dental procedures required. ASDOH is proposing a Fee-for-Service (FFS) contract, based on an approved Ryan White Part A Direct Dental Program Fee Schedule (e.g. AHCCCS Fee Schedule or ASDOH discounted fee-schedule). ASDOH will have the appropriate financial policies and procedures in place to adhere to the \$1,500 cap per patient per contract year, and will utilize Ryan White Part A Direct Dental Program funds as the payer of last resort.

ASDOH is one of five schools established at A.T. Still University (ATSU). Two campuses (one in Kirksville Missouri and one in Mesa Arizona) house the following programs: Kirksville College of Osteopathic Medicine, School of Health Management, Arizona School of Health Sciences, School of Osteopathic Medicine in Arizona and Arizona School of Dentistry and Oral Health. ATSU is the home of the world's first osteopathic medical school, established in 1892, and is recognized around the world as a renowned, multidisciplinary healthcare educator. The five schools offer master's degrees across the health professions; doctorates in health education, health sciences, physical therapy, audiology, doctors of dental medicine (D.M.D.) and doctors of osteopathic medicine (D.O.) ATSU instills in its students the compassion and hands-on experience needed to address the needs of the whole person.

ATSU/ASDOH, a non-profit 501-c-3 Corporation, believes that every individual is entitled to accessible, quality oral health care services, without regard for age, sex, ethnicity, or ability to pay. Services are provided to children, teens, college students, adults, and seniors. Affordable care is provided to individuals and families, with or without dental insurance.

The Ryan White Part A Direct Dental Program services will be provided at the ASDOH Dental Clinic, the only university affiliated dental clinic in Arizona. There are two Dental Clinic locations: the largest is located in the Phoenix Metropolitan East Valley on the campus of ATSU (5855 E. Still Circle, Mesa, AZ), and the newer Clinic is located in the West Valley (2035 N.51st Ave., Glendale, AZ). The Dental Clinic has cared for more than 6,000 patients, providing care to approximately 300 patients every week.

The School and Clinics use an educational model that matches an exceptional team of motivated, experienced faculty with students in pre-clinical and clinical phases of their training. Faculty dentists and student provide the highest quality personal care at reduced costs. In fact, due to the faculty's expertise and available technology, additional services are offered that are not available in most dental clinics.

More than 75 faculty members and nationally recognized experts teach in their respective areas of expertise working very closely with students.

ASDOH's innovative dental education program is a four-year curriculum. In the first two years, students focus on health sciences, clerkships in general dentistry, and dental simulation exercises. In the third and fourth years, students provide care under direct supervision at the on-campus Clinics and practice in community-based health centers. The school places special emphasis on patient care experiences through simulation, integration of biomedical and clinical sciences, and problem-solving scenarios to achieve clinical experience and includes a strong component of public health, leadership, and practice.

In addition to oral health issues and dentistry skills, students are encouraged to be caring, community-minded healthcare providers. Graduates are expected to become leaders in their communities and managers of public, not-for-profit, and private sector oral health organizations.

1 Targeted population AND the geographical boundaries within the EMA you/your organization are offering to provide these services.

The target population for this proposal includes *all HIV positive individuals residing in Maricopa and Pinal counties who are eligible for Ryan White (RW) Part A Direct Dental services, as defined by the Maricopa County RW Part A Program*. According to the 2010 Phoenix AMA Triennial Needs Assessment Report, the EMA has a combined HIV/AIDS prevalence of 10, 310 persons, representing an increase of 12% over 2007's report of 9, 205 People Living with HIV/AIDS (plwh/a).

Geographical boundaries include the entire Phoenix EMA area, including Maricopa and Pinal Counties. Historically, RW Direct Dental Services for both Arizona counties were provided primarily in Central Phoenix. With the addition of the two ASDOH Dental Clinic locations, strategically located in the East and West Valleys, more plwh/a will be able to access dental services closer to home. The ASDOH Dental Clinic in East Mesa will provide easy accessibility for residents in Pinal County (Casa Grande, Coolidge, Eloy, etc), as well as residents living in Maricopa County's East Valley communities (Mesa, Chandler, Gilbert, Tempe, etc). The West Valley Location will provide easy accessibility for those residing in West Valley communities (Wickenburg, Glendale, Avondale, Peoria, etc.) In addition, individuals who live or work in Central Phoenix will have the option to receive services at the Dental Clinic(s). Both clinic sites are accessible by public transportation and are located along Phoenix transit routes. ASDOH will have policies and procedures in place to describe how transportation assistance will be provided. This will include coordination with both case managers and transportation providers.

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

A significant number of HIV-infected individuals have oral health conditions due to their diminished immune system. These manifestations usually decrease once HIV antiretroviral therapy has begun. Plwh/a who have persistent or recurring oral lesions, tooth decay, and gum disease may experience a decline in their overall health and diminished effectiveness of antiretroviral therapy. Plwh/a who are on antiretroviral medications need to see a dentist regularly to: 1) check for dental caries and gum disease, 2) receive oral soft tissue examinations; and 3) monitor the state of their overall health (Source: Ryan White HIV/AIDS Program, Dental Partnerships Through Community Based Dental Partnership Programs, HRSA, DHS, 2008).

As emphasized in the 2010 Phoenix AMA Triennial Needs Assessment Report, oral health continues to be a "gap service" (service that plwh/a can't get). Even though the actual number of oral health care services has increased from 2007-2009, oral health care continues to be an unmet need, with many individuals unable to receive any or all of the necessary preventative and restorative dental services.

The Oral Health Special Study, reported by Collaborative Research March 29, 2011, conducted interviews with 100 plwh/a individuals. The study found two groups of individuals exist: 1) individuals who are "actively engaged in oral health" (adhere to bi-annual preventative cleanings and utilize Delta Dental Program) and 2) individuals "passively engaged in Oral Health" (will see a dentist only if symptomatic). ASDOH proposes to serve both groups of individuals.

The primary long-term goal is to ensure that all persons living with HIV/AIDS who reside within Pinal and Maricopa Counties have access to compassionate, affordable, comprehensive oral health services offered in state-of-the-art Dental Clinics.

2.1 Goal 1: ASDOH will enhance the provision of oral health services provided to individuals living with plwh/a in the Phoenix EMA.

ASDOH will enhance the provision of oral health services to individuals living with plwh/a by: 1) providing oral health services, thus reducing the unmet need for individuals who know they are HIV+, but are currently not accessing oral health services; 2) serving traditionally underserved/underrepresented populations within the target population and 3) expanding the provider system and offering *an additional choice of provider and locations*.

2.1.1 Objective 1: ASDOH will offer the full complement of oral health services to all plwh/a individuals residing in the Phoenix EMA who meet the standard eligibility criteria for the RW Part A Direct Dental Program.

- 2.1.2 Objective 2: ASDOH will create Individual Dental Plans for each patient in order to track the progress made for every individual. ASDOH will strive to provide needed services to at least 75% of those with an Individual Dental Plan by the end of the contract.
- 2.1.3 Objective 3: ASDOH will complete all services based on evidenced-based clinical decisions, adhere to specified service caps (\$1,500), and provide quality oral health services by licensed and certified dental professionals.
- 2.1.4 Objective 4: ASDOH will provide culturally and linguistically appropriate services to all plwh/a individuals. ASDOH will adhere to its organizational policies that comply with culturally and linguistically appropriate standards (CLAS). This includes cultural competency training for oral health staff and dental students and access to Language Line Services as needed.

2.2 **Goal 2: ASDOH will provide HIV/AIDS education as a part of the dental curriculum.**

- 2.2.1 Objective 1: Dental students will receive training on HIV/AIDS treatment and prevention as part of the undergraduate curriculum in oral surgery, oral pathology, and community dentistry. Training will include didactic study as well as hands-on experience at the Dental Clinics.
- 2.2.2 Objective 2: Students who graduate and become practicing dentists will be entering the workforce with a strong commitment to offering oral health services to all populations, as well as a strong sense of community, compassion, integrity, and ability. By providing this experience and training, the pool of dental professionals willing to care for plwh/a in community settings will be expanded.

2.3 **Goal 3: ASDOH will adhere to all Oral Health Services standards, as outlined in the Ryan White Part A Policy and Procedure Manual.**

- 2.3.1 Objective 1: Policies and standards will include, but will not be limited to:
 - Care for persons with HIV disease will reflect competence and experience in the care and therapeutics known to be effective in the management of dental conditions of persons with HIV infection. Dental providers (including dentists and student dentists) will educate patients about the importance of good dental health and emphasize its importance for overall health.
 - Communications made on behalf of the individual will be documented in the client chart and will include a date, time, person spoken with, and a brief summary of what was communicated in adherence with the client charting definition.
 - Oral health services provided by ASDOH will be directly related to HIV-related clinical status of an eligible client and be documented appropriately in the client chart.
 - Appropriate client-authorized releases of information will be on file to allow for the proper inter-provider communications needed to increase the likelihood of desired health outcomes related to the HIV-related clinical status of an eligible client.
 - All fee-for-service- reimbursements made under this service will be limited to the current Arizona Health Care Cost Containment System (AHCCCS) dental fees reimbursement rates, as applicable, or a reasonable rate approved by the Administrative Agency.

2.4 **Goal 4: ASDOH will participate in Centralized Eligibility activities and implement CAREWare for all RW Part A Direct Dental Program Participants.**

- 2.4.1 Objective 1: ASDOH will screen all clients for eligibility under the current process. Once the new Central Eligibility provider has been chosen and has begun to provide

centralized eligibility (CE) services for the Phoenix EMA, ASDOH will use the CE to confirm eligibility. If the individual does not show as eligible in CE, ASDOH will refer the client to CE for eligibility screening prior to providing oral health services.

2.5 Goal 5: ASDOH will develop strong community referral partnerships and promote outreach and education in order to improve the provision of oral health services to plwh/a in the Phoenix EMA.

2.5.1 Objective 1: ASDOH will develop and maintain referral partnerships and promote outreach among plwh/a and organizations working with the HIV/AIDS community. (See section below for more information).

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

ASDOH was founded in July of 2003 with the fundamental aim of identifying applicants with strong community service backgrounds, integrating and emphasizing community and public health principles into the curriculum and graduating dentists with a unique understanding of, and desire to serve communities in need. A key component of the mission of ASDOH is the development of Integrated Community Service Partnerships (ICSP) that place students in community settings to complete a portion of their clinical training during their fourth year. In addition, ASDOH created the Dental Clinic to provide affordable oral health care within communities of need.

Currently, ASDOH has strong referral partnership with the following agencies:

- AHCCCS (as a contracted dental provider for EPSDT child dental services)
- Federally Qualified Community Health Centers (FQHCs)
- Association of Community Health Centers (AACHC)
- Central Arizona Shelter Services (CASS)
- Hacienda Health Care
- Department of Developmental Disabilities
- Phoenix Children's Hospital (for hemophilia patients diagnosed with HIV as a co-morbidity.)

Upon award of contract, ASDOH will develop referral relationships with the following key agencies who serve as points of entry:

- Emergency Rooms (Maricopa Integrated Health System, etc)
- Substance Abuse and Mental Health Programs (Magellan, Jewish Family & Children's Center, Phoenix Shanti Group, TERROS, Valle del Sol, Southwest Center for HIV/AIDS, Chicanos Por La Causa, etc.)
- Detox Centers
- Detention facilities
- Homeless shelters (Phoenix Shanti, City of Phoenix Housing, etc.)
- HIV counseling and testing sites (Maricopa County Department of Public Health, Southwest Center for HIV/AIDS)
- RW Part A subcontractors (Care Directions, Chicanos Por La Causa,, Phoenix Indian Medical Center, Ebony House, Concilio Latino de Salud, etc.)
- Ryan White Part C and D grantees (Maricopa Integrated Health System, etc.)
- All other agencies as requested by the Ryan White Part A Administrative Agency.

Upon notice of contract, ASDOH will contact the above organizations in order to establish partnerships and obtain Letters of Agreement and/or Memorandums of Understanding.

4 Your agency's experience with infectious disease

ASDOH has had substantial experience with treating patients with infectious diseases at its Dental Clinics. ASDOH has a contract with Phoenix Children's Hospital to provide oral health services for children living with HIV/AIDS with the co-morbid condition of hemophilia. ASDOH sees approximately 10-15 of these

patients annually. In addition, ASDOH dentists and dental students have treatment approximately 100 patients with latent tuberculosis, 80-100 patients with Hepatitis C, and several patients with syphilis.

Dental Students are taught about the diagnosis and treatment of infectious diseases as part of the ASDOH core curriculum. Universal precautions are taught in the practicum and practiced in the Clinic (s).

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

Currently, the only funding that exists for plwh/a individuals is a fee-for-service contract with Phoenix Children's Hospital for children and teens with HIV/AIDS and hemophilia. Reimbursement is limited to a cap of \$1,500 per year.

AMENDMENT No. 1
 To
SERIAL 11068-RFP RYAN WHITE PART A SERVICES - ORAL HEALTH SERVICES – DIRECT DENTAL SERVICES
 Between
A.T. Still University of Health Sciences
 &
 Maricopa County, Arizona

WHEREAS, Maricopa County, Arizona (“County”) and A.T. Still University of Health Sciences have entered into a Contract Ryan White Part A Services – Oral Health Services – Direct Dental Services dated February 20, 2013 (“Agreement”) and effective February 20, 2013, County Contract No. 11068-RFP.

WHEREAS, County and A.T. Still University of Health Sciences have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section 4.30:

Add the following language to the contract terms:

4.30 AVAILABILITY OF FUNDS:

4.30.1 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.

4.30.2 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.

Section 4.31:

Add the following language to the contract terms:

4.31 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

4.31.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy;

4.31.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

Section 4.32

Add the following language to the contract terms

4.32 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.

Section 4.33

Add the following language to the contract terms:

4.33 ANTI-KICKBACK REGULATIONS:

4.33.1 If the Contractor is a Medicare/Medicaid provider, it shall maintain a Corporate Compliance Plan.

4.33.2 The Contractor shall maintain Personnel Policies, Code of Ethics or Standards of Conduct, Bylaws and Board policies that include ethics standards or business conduct practices.

4.33.3 The Contractor shall maintain documentation of any employee or Board member violations of Code of Ethics/Standards of Conduct, and complaints of violations and resolution.

4.33.4 The Contractor's Code of Ethics/Standards of Conduct shall include:

- Conflict of interest
- Prohibition on use of provider property, information or position without approval or advance personal interest
- Fair dealing: Contractor engages in fair and open competition
- Confidentiality
- Protection and use of company assets
- Compliance with laws, rules, regulations
- Timely and truthful disclosure of significant accounting deficiencies and non-compliance

4.33.5 The Contractor shall have adequate policies and procedures to discourage soliciting cash or in-kind payments for:

- Awarding contracts
- Referring clients
- Purchasing goods or services
- Submitting fraudulent billings

4.33.6 The Contractor shall have employee policies that discourage:

- Hiring persons with a criminal record
- Hiring persons being investigated by Medicare/Medicaid
- Large signing bonuses

Section 4.34

Add the following language to the contract terms:

4.34 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

Section 4.35

Add the following language to the contract terms:

- 4.35 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
- 4.35.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;
- 4.35.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request; and
- 4.35.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

Section 4.19

Remove the following language to the contract terms:

~~4.19 ALTERNATIVE DISPUTE RESOLUTION:~~

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

~~4.19.1.1 Render a decision;~~

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

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

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

~~the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.~~

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

Section 4.24

Remove the following language to the contract terms:

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

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

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

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment is executed on the date executed.

A.T. STILL UNIVERSITY OF HEALTH SCIENCES

Monica L Harrison
Authorized Signature

Monica C. Harrison
Printed Name and Title

05/5/14
Date

MARICOPA COUNTY:


Chief Procurement Officer

5/15/14
Date

A.T. STILL UNIVERSITY, 5835 EAST STILL CIRCLE, MESA, AZ 85206

PRICING SHEET: NIGP CODE 9482811, 94828

Vendor Number: 2011000936 0

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2014. 2017**