

**SERIAL 12097 RFP RYAN WHITE PART A SERVICES – OUTPATIENT MENTAL HEALTH AND
SUBSTANCE ABUSE SERVICES (Jewish Family and Children’s Services)**

DATE OF LAST REVISION: February 20, 2013 CONTRACT END DATE: February 28, 2018

CONTRACT PERIOD THROUGH FEBRUARY 28, 2018

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **RYAN WHITE PART A SERVICES – OUTPATIENT MENTAL HEALTH AND
SUBSTANCE ABUSE 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 **February 20, 2013**.

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/ua
Attach

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

(Please remove Serial 07096-RFP from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 12097-RFP

This Contract is entered into this 20th day of February, 2013 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Jewish Family & Children's Service Inc., an Arizona corporation ("Contractor") for the purchase of Outpatient Mental Health and Substance Abuse Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of five (5) years, beginning on the 1st day of March, 2013 and ending the 28th day of February, 2018.
- 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 five (5) one-year renewal terms, (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 "B".
- 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 the Health Care Form 1500 (HCF-1500), Uniform Billing 92 (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 Exhibits “B & C” and the budget’s schedule of deliverables for that grant year and/or as 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 sixty (60) 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, employees and volunteers from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor’s duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, employees and volunteers shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 4.2.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 4.2.3 The scope of this indemnification does not extend to the sole negligence of County.

4.3 INSURANCE REQUIREMENTS:

- 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 \$2,000,000.00 per occurrence, \$4,000,000 general aggregate, \$2,000,000 products completed operations aggregate.

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

4.3.2.1 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.

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 ten (10) business days 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 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.

4.3.7.2 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 NOTICES:

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

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Jewish Family & Children's Service Inc.
Attn: Javier Favela
4747 N. 7th Street, Suite 100
Phoenix, AZ 85014

4.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.6 TERMINATION FOR DEFAULT:

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

4.7 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.8 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.

4.9 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.

4.10 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.

4.11 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.

4.12 USE OF SUBCONTRACTORS:

4.12.1 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.

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

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

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

4.12.2.2.1 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.

4.12.2.2.2 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 subcontractual arrangement between the Contractor and the subcontractor.

4.13 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.

4.14 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

4.14.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and

other records and back-up documentation 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 latest. 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.

- 4.14.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation 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.

4.15 AUDIT DISALLOWANCES:

- 4.15.1 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.
- 4.15.2 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.
- 4.15.3 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.

4.16 ALTERNATIVE DISPUTE RESOLUTION:

- 4.16.1 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:
 - 4.16.1.1 Render a decision;
 - 4.16.1.2 Notify the parties that the exhibits are available for retrieval; and
 - 4.16.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
- 4.16.2 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.
- 4.16.3 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.

4.17 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.

4.18 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.

4.19 INTEGRATION:

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

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

4.20.1 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.

4.20.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.20.1 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.

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

4.21.1 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.

4.21.2 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.

4.22 **CONTRACTOR LICENSE REQUIREMENT:**

4.22.1 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 Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

4.22.2 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.

4.23 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

4.23.1 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:

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

4.23.1.2 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;

4.23.1.3 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

4.23.1.4 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.

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

4.23.1.6 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.

4.24 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:

- 4.24.1 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;
- 4.24.2 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.

4.25 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

4.26 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.

4.27 INCORPORATION OF DOCUMENTS:

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

- 4.27.1 Exhibit A, Service Provider Application;
- 4.27.2 Exhibit B, Pricing/RWPA Budget Form including the schedule of deliverables;
- 4.27.3 Exhibit C, Scope of Work;

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

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

LEGAL COUNSEL

DATE

ATTACHMENT B

SERVICE PROVIDER APPLICATION

Organization: Jewish Family & Children's Service

Address: 4747 N. 7th St., Suite 100

City: Phoenix State: AZ Zip: 85014

Telephone: 602-279-7655

Executive Director/CEO: Michael R. Zent, Ph.D.

Person completing this form: Jane Eleey Contact Telephone: 602-567-8384

Legal Status: Nonprofit 501-C3 Corporation LLC Partnership Other:

Years in Business: 77

Maricopa County Vendor Registration Complete: Yes No Vendor Number: W000007279

Site and Locations where services will be provided under this contract: Please see below and attached page

Service Site Location #1: Central Phoenix

Organization: Jewish Family & Children's Service

Address: 2033 N. 7th St., Suite A-100

City: Phoenix State: AZ Zip: 85006

Telephone: 602-452-4630

Service Site Location #2: Glendale

Organization: Jewish Family & Children's Service

Address: 5701 W. Talavi Blvd., Suite 180

City: Glendale State: AZ Zip: 85306

Telephone: 623-486-8202

Note: If you propose more than two (2) Service Site Locations please include an additional attachment identifying those locations.

What Geographic Location(s) do you plan to serve (See Exhibit 3)?
PSA's 1,2,3,4,5,6 and Reservations - Maricopa County

Upon Award of a Contract, for this service, it is required that the Contractor shall comply with all Terms and Conditions of this Solicitation. Can your Organization meet and comply with all of the Terms and Conditions at this time? Yes or No yes

Can your Organization meet all of the Terms and Conditions at the time of the contract award? Yes or No yes

If your response is ~~yes~~ to this question, please identify the Term and Condition and describe how your Organization will meet the requirement:

Do you currently provide services for HIV/AIDS Clients? Yes No

If yes, do you receive other grant funds for these programs: Yes No

Please list who provides these funds and how long you have been funded below

Grant fund 1: T19 Since: T19 GMH and SMA (Medicaid) since 1997

Grant fund 2: Since:

Grant fund 3: Since:

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 your system:

Microsoft provider called Serenic-Navison for Multi-Operational Non-profits

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 (applicable if other payer sources are possible)? Yes No

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

Organizational Chart attached? Yes No

Resumes attached? Yes No

Licenses /Credentials attached? Yes No

EXHIBIT B

PRICING & BUDGET FORM

DATE PREPARED	8/14/12	
PREPARED BY:	JAVIER FAVELA	
NAME OF ORGANIZATION:	JEWISH FAMILY & CHILDREN'S SERVICE, INC.	
Fed. Employee ID # (FEIN)	86-0096781	
DUNS #	74473794	
ADDRESS:	4747 N. 7TH STREET	
	SUITE 100	
	PHOENIX, ARIZONA 85014	
AUTHORIZED CONTACT	TERESA CELAYA-GARNER	
TELEPHONE	602-567-8351	FAX 602-253-7065
E-MAIL	TERESA CELAYA-GARNER@JFCSAZ.ORG	
PRIMARY CONTACT	JAVIER FAVELA	
TELEPHONE	602-567-8325	FAX 602-253-7065
EMAIL	JAVIER.FAVELA@JFCSAZ.ORG	
CONTRACT NUMBER		
SERVICE CATEGORY	MENTAL HEALTH	
BUDGET PERIOD:	3/1/2013 Start Date	2/28/2014 End Date
CONTRACT AMOUNT	\$41,711.60	

Date Prepared: **8/14/2012**

(Section I)

Organization
Service
Category
Budget Period

JEWISH FAMILY & CHILDREN'S SERVICE, INC.			
MENTAL HEALTH			
March 1, 2013	Through	February 28, 2014	

(Section II)

Operating Expenses		Contract Amount		\$41,711.60
		Administrative Budget	Direct Service Budget	Total Budget
	FTES	0.01	0.53	0.54
Personnel:	Salaries	\$280.33	\$29,874.74	\$30,155.07
Personnel:	Fringe/Benefits	56.07	5,974.95	6,031.01
Subtotal: Personnel/Fringe Benefits		336.39	35,849.69	36,186.08
Other Operating Expenses				
Travel		-	-	-
Supplies		1.65	168.02	169.67
Equipment		2.93	289.92	292.85
Contractual		-	2,850.00	2,850.00
Program Support		403.82	489.18	893.00
Other Professional Services		1,320.00	-	1,320.00
Subtotal: Other Operating Expenses		1,728.40	3,797.12	5,525.52
Total Operating Expenses (Personnel and Other Direct Costs)		2,064.79	39,646.81	41,711.60
Indirect Costs		-	-	-
Enter Indirect Cost Rate (may not exceed 10% of Direct Costs)		<i>Providers claiming an indirect cost must submit their most current negotiated indirect costs rate agreement issued by the cognizant federal agency with their budget.</i>		
Total Costs of Contract		2,064.79	39,646.81	41,711.60
	(Admin-Percent of Direct Costs)	5.21%		

Administration may not exceed 10% of Direct Costs

CONTRACT BALANCE

(Contract Revenue less Total Costs of Contract)

\$(0.00)

*The Contract 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 completed

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.

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

- 2 Administrative costs relate to oversight and management of CARE Act funds: The Administrative Costs

Column, including indirect cost, cannot exceed 10% of Direct Costs.

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

- a. Usual and recognized overhead, including establishing indirect rates for agencies. (HRSA has determined that rent, utilities and facility costs must be categorized as administrative expenses.)
- b. Management and oversight of specific programs funded under this title (including program coordination, clerical, financial and management staff not directly related to patient care; program evaluation; liability insurance; audits; computer hardware/software not directly related to patient care.)
- c. Other types of program support such as quality assurance, quality control, and related activities."

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

Indirect Costs- Enter the indirect rate you are claiming (not to exceed 10% of direct costs).

** Indirect Cost - Providers claiming an indirect cost must submit their most current negotiated indirect Cost agreement with their budget. The indirect costs claimed from the Ryan White Part A Program may not exceed 10% of direct costs nor the amount that would be claimed using their agency's federally negotiated indirect cost rate and base, whichever is lower. Note: Only United States Health and Human Services (HHS)

negotiated indirect rates will be accepted unless an exception is approved by the HHS.

- 3 Contract Balance - This cell calculates the amount of the contract 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: **8/14/2012**

1 Staffing

Provider Entry Auto Calculation **Fringe Benefit Rate** 20.00%

Staffing JEWISH FAMILY & CHILDREN'S SERVICE, INC. MENTAL HEALTH														
Position Title	Last Name	Annual Hours	% RWPA	FTE	Hourly Rate	Salary Applied to grant per FTE	Benefits Applied to grant per FTE	Job Status A, D or A/D	% Applied as Administrative	Gross Admin Salary	Gross Admin Benefits	Direct Service Salary	Direct Service Benefits	
1	Clinician	See Attached	2080	52.40%	0.5240	\$25.72	\$28,032.74	\$5,606.55	D	1%	280.33	56.07	\$27,752.41	\$5,550.48
Provide direct therapy and case work services to clients. This includes receiving cases, assessing and evaluating client needs. Exploring with clients the nature of their problems and assist clients in formulating plans for the resolution of their situation. Administrative functions include preparing required reports related to client care, coordinating client activities with other organizations such as schools, clinics and community resources. Also, attending provider meetings at Ryan White Title 1 office and keeping up with correspondence. The functions are to be performed consistent with service needs and agency standards.														
2	Registered Nurse	See Attached	2080	0.50%	0.0050	\$29.55	\$307.32	\$61.46	D	0%	-	-	\$307.32	\$61.46
Provide direct nursing services to clients. This includes doing vitals, promote good health and prevent illness, educate patients and the public about various medical conditions; treat patients and help in their rehabilitation; and provide advice and emotional support to patients' families. The functions are to be performed consistent with service needs and agency standards.														
3	Psychiatrist	See Attached	2080	0.50%	0.0050	\$108.17	\$1,124.97	\$224.99	D	0%	-	-	\$1,124.97	\$224.99
Provide direct patient care i.e. psychiatric evaluation and medication management. Provide consultation and clinical leadership duties for all members of a multi-disciplinary treatment team. Psychiatrist - MD														
4	Nurse Practitioner	See Attached	2080	0.50%	0.0050	\$66.35	\$690.04	\$138.01	D	0%	-	-	\$690.04	\$138.01
Provide direct patient care i.e. psychiatric evaluation and medication management. Provide consultation and clinical leadership duties for all members of a multi-disciplinary treatment team. Nurse Practitioner - NP														
5					0.0000	\$-	\$-				-	-	\$-	\$-
Description														
6					0.0000	\$-	\$-				-	-	\$-	\$-
Description														

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

Benefits Name	Percent
Medical	12.00%
Dental	1.00%
Retirement	3.00%
LTD	1.00%
Life Insurance	1.00%
Workmans	1.00%
EAP	1.00%
TOTAL	20.00%

7				0.0000		\$-	\$-			-	-	\$-	\$-
Description													
8				0.0000		\$-	\$-			-	-	\$-	\$-
Description													
Subtotal Personnel				0.54		\$30,155.07	\$6,031.01			\$280.33	\$56.07	\$29,874.74	\$5,974.95
Subtotal from Personnel Continuation Sheet				0.00		\$-	\$-			\$-	\$-	\$-	\$-
TOTAL Personnel				0.54		\$30,155.07	\$6,031.01			\$280.33	\$56.07	\$29,874.74	\$5,974.95
(Admin)				0.01	FTE	Percent Admin		1%					
(Direct Service)				0.53	FTE	Percent Direct		99%					
Total				0.54	FTE			100%					

Staffing Continuation Sheet (Page 2 of 2) JEWISH FAMILY & CHILDREN'S SERVICE, INC. MENTAL HEALTH													
Position Title	Last Name	Annual Hours	% RWPA	FTE	Hourly Rate	Salary Applied to grant per FTE	Benefits Applied to grant per FTE	Job Status A, D or A/D	% Applied as Administrative	Gross Admin Salary	Gross Admin Benefits	Direct Service Salary	Direct Service Benefits
9				0.0000		\$-	\$-			-	-	\$-	\$-
Description													
10				0.0000		\$-	\$-			-	-	\$-	\$-
Description													
11				0.0000		\$-	\$-			-	-	\$-	\$-
Description													
12				0.0000		\$-	\$-			-	-	\$-	\$-
Description													
13				0.0000		\$-	\$-			-	-	\$-	\$-
Description													
14				0.0000		\$-	\$-			-	-	\$-	\$-
Description													
15				0.0000		\$-	\$-			-	-	\$-	\$-
Description													
16				0.0000		\$-	\$-			-	-	\$-	\$-
Description													
17				0.0000		\$-	\$-			-	-	\$-	\$-
Description													
Subtotal to Page 1				0.00		\$ -	\$-			-	-	\$-	\$-

TRAVEL

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

Date Prepared: 8/14/2012

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

- 1 Mileage** Mileage will be budgeted utilizing the standard calculation of annual miles for a full time staff person x the rate determined by your organization per mile x the number of FTE(s) budgeted to provide services under this grant. Enter only the FTEs that will travel and provide a Narrative Justification including who will travel and why.

Mileage JEWISH FAMILY & CHILDREN'S SERVICE, INC. MENTAL HEALTH							
		Mileage Rate					
	FTE	Annual Miles Budgeted (Per 1 FTE)*	Miles Applied to Grant	Total Budget	Admin	Direct Svc	Narrative Justification
1	Admin		0	\$-	\$-	\$-	
2	Direct Svc		0	\$-		\$-	
TOTAL		0	0	\$-	\$-	\$-	\$-

(Total Miles applied to this grant)

*Note - Budget annual mileage for 1 FTE.

- 2 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 JEWISH FAMILY & CHILDREN'S SERVICE, INC. MENTAL HEALTH							
Dates of Travel				Total Budget	Admin	Direct Svc	Narrative Justification
1	Cost			\$-	\$-	0	
	Line Item					0	
2	Cost			\$-	\$-	0	
	Line Item					0	
3	Cost			\$-	\$-	0	
	Line Item					0	
				\$-	\$-	-	\$-

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

SUPPLIES

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

Date Prepared: 8/14/2012

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 from the Budgeted Personnel Page)
 Pens, paper, toner and general supplies that are used to run an office.

General Office Supplies JEWISH FAMILY & CHILDREN'S SERVICE, INC. MENTAL HEALTH					
Item	Annual Budget	% Admin 1%	% Direct 99%	Total 100%	Narrative Description/Cost Allocation Methodology
1 Office Supplies	\$169.67	\$1.65	\$168.02	\$169.67	Includes paper, pens, folders, tabs, etc - Allowed based off cost allocation plan.
2		\$-	\$-	\$-	Represents the Ryan White portion using staffing as a basis for allocation
3		\$-	\$-	\$-	
4		\$-	\$-	\$-	
5		\$-	\$-	\$-	
		\$-	\$-	\$-	
TOTAL		\$1.65	\$168.02	TOTAL	\$169.67

- 2 **Program Supplies**
 Program/Medical Supplies are budgeted as Direct Service.

Program Supplies JEWISH FAMILY & CHILDREN'S SERVICE, INC. MENTAL HEALTH					
Item	Annual Budget	Admin	Direct		Narrative Description/Cost Allocation Methodology
1		\$-	\$-		
2			\$-		
3			\$-		
4			\$-		
5			\$-		
			\$-		
	TOTAL	\$-	\$-	TOTAL	\$-

		Admin	Direct	Total
SUMMARY	(Supplies)	\$1.65	\$168.02	\$169.67

EQUIPMENT

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

Date Prepared

8/14/2012

The equipment line item is budgeted for equipment purchased or leased in conjunction with operations of the grant
 Refer to your contract terms and conditions for requirements related to equipment purchases

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 JEWISH FAMILY & CHILDREN'S SERVICE, INC. MENTAL HEALTH				
Item Budgeted	Admin	Direct Service	Total	Narrative Description/Cost Allocation Methodology
1 Copier/Fax	\$2.93	\$289.92	\$292.85	Includes copier/fax, and equipment maintenance - Allocated based off of cost allocation plan.
2			\$-	Represents the Ryan White portion using staffing as a basis for allocation.
3			\$-	
4			\$-	
5			\$-	
			\$-	
TOTAL	\$2.93	\$289.92	TOTAL	\$292.85

Equipment \$5,000 or greater

Equipment \$5,000 or greater JEWISH FAMILY & CHILDREN'S SERVICE, INC. MENTAL HEALTH				
Item Budgeted	Admin Amount	Direct Amount	Total	Narrative Description/Cost Allocation Methodology
1			\$-	
2			\$-	
3			\$-	
4			\$-	
TOTAL	\$-	\$-	TOTAL	\$-

SUMMARY	Admin	Direct	Total
(Equipment)	\$2.93	\$289.92	\$292.850

Contractual

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

Date Prepared: 8/14/2012

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 JEWISH FAMILY & CHILDREN'S SERVICE, INC. MENTAL HEALTH							
Consultant Name	Annual Budgeted Hours	Quoted Rate	Total Budget	Admin Budget %	Admin Budget	Direct Service Budget	Dates of Service
1 Nurse Practitioner	30	\$95.00	\$2,850.00	0%	\$-	\$2,850.00	03/01/2013 - 02/28/2014
Licenses / qualifications	Independent contractor is an Arizona Board Certified NP.						
Narrative/ Justification	Psychiatric services outside of the budgeted employee NP time. Subcontractor is necessary to provide NP services on site to Ryan White clients.						
2		\$-	\$-		\$-	\$-	
Licenses / qualifications							
Narrative/ Justification							
3		\$-	\$-		\$-	\$-	
Licenses / qualifications							
Narrative/ Justification							
4		\$-	\$-		\$-	\$-	
Licenses / qualifications							
Narrative/ Justification							
5		\$-	\$-		\$-	\$-	
Licenses / qualifications							
Narrative/ Justification							
6		\$-	\$-		\$-	\$-	
Licenses / qualifications							
Narrative/ Justification							

Consulting/ Prof./ Clerical Sup. Page 1				SUBTOTAL	\$-	\$2,850.00	\$2,850.00		
Consulting/ Prof./ Clerical Sup. From Contractual Continuation Page				SUBTOTAL	\$-	\$-	\$-		
				TOTAL	\$-	\$2,850.00	\$2,850.00		

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 JEWISH FAMILY & CHILDREN'S SERVICE, INC. MENTAL HEALTH							
Subcontractor Name	Sub recipient or Vendor	Admin Budget	Direct Service Budget	Total Budget	Admin % of Direct	Dates of Service	
1				\$-	#DIV/0!		
Service(s) Provided							
Narrative/ Justification							
2				\$-	#DIV/0!		
Service(s) Provided							
Narrative/ Justification							
3				\$-	#DIV/0!		
Service(s) Provided							
Narrative/ Justification							
		TOTAL -	-	-			
SUMMARY	Contractual	Admin \$-	Direct \$2,850.00	Total \$2,850.00			

Contractual- Continuation Page

Date Prepared: 8/14/2012

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 JEWISH FAMILY & CHILDREN'S SERVICE, INC. MENTAL HEALTH							
Consultant	Hours Budgeted	Quoted Rate	Total Budget	Admin Budget %	Admin Budget	Direct Service	Dates of Service
6			\$-		\$-	\$-	
	Licenses / qualifications						
	Narrative						
7		0	\$-		\$-	\$-	
	Licenses / qualifications						
	Narrative						
8		0	\$-		\$-	\$-	
	Licenses / qualifications						
	Narrative						
9		0	\$-		\$-	\$-	
	Licenses / qualifications						
	Narrative						
10		0	\$-		\$-	\$-	
	Licenses / qualifications						
	Narrative						
11		0	\$-		\$-	\$-	
	Licenses / qualifications						
	Narrative						
12		0	\$-		\$-	\$-	
	Licenses / qualifications						

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

Other Program Support

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

Date Prepared: 8/14/2012

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 JEWISH FAMILY & CHILDREN'S SERVICE, INC. MENTAL HEALTH					
Item	Amount Budgeted	Admin 1%	Direct 99%	Total	Narrative/Cost Allocation Methodology
Cell Phones	\$81.00	\$0.79	\$80.21	\$81.00	Necessary for consumers to be able to contact staff after hours or while not in the office.
Direct Line	\$252.00	\$2.45	\$249.55	\$252.00	Necessary in order to receive phone call from consumers and transmit data to corporate office for documentation/billing.
		\$-	\$-	\$-	
		\$-	\$-	\$-	
TOTAL		\$3.24	\$329.76	TOTAL	\$333.00

2 Copy/Duplicating

Copy/Duplicating JEWISH FAMILY & CHILDREN'S SERVICE, INC. MENTAL HEALTH					
Item	Amount Budgeted	Admin 1%	Direct 99%	Total	Narrative/Cost Allocation Methodology
Program Brochures					
Printing/Publications	\$ 100.00		\$100.00	\$100.00	Necessary in order to provide information to consumers.
Other Copying/Duplicating					
		\$-	\$-	\$-	
		\$-	\$-	\$-	
		\$-	\$-	\$-	
TOTAL		\$-	\$100.00	TOTAL	\$100.00

3 Postage

Postage JEWISH FAMILY & CHILDREN'S SERVICE, INC. MENTAL HEALTH					
Item	Amount Budgeted	Admin 1%	Direct 99%	Total	Narrative/Cost Allocation Methodology
Postage/Courier/Stamps	\$ 60.00	\$0.58	\$59.42	\$60.00	Necessary to remit correspondence to consumers.
		\$-	\$-	\$-	Represents the Raryn White portion using sq/ft as a basis for allocation
TOTAL		\$0.58	\$59.42	TOTAL	\$60.00

4 Utilities

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

Utilities JEWISH FAMILY & CHILDREN'S SERVICE, INC. MENTAL HEALTH					
Item	Amount	Admin	Direct	Total	Narrative/Cost Allocation Methodology

	Budgeted				
Electric/Water/Gas	\$ 400.00	\$400.00	\$-	\$400.00	Necessary in order to operate in which direct services are being provided.
		\$-	\$-	\$-	Represents the Ryan White portions using sq/ft as a basis for allocation.
		\$-	\$-	\$-	
		\$-	\$-	\$-	
		\$-	\$-	\$-	
TOTAL		400.00	-	TOTAL	\$400.00

4 **Other Program Support**

Other Program Support JEWISH FAMILY & CHILDREN'S SERVICE, INC. MENTAL HEALTH					
Item		Admin	Direct	Total	Narrative/Cost Allocation Methodology
	\$ 500.00	\$ -	\$ -	\$-	
	\$ -	\$ -	\$ -	\$-	
	\$ -	\$ -	\$ -	\$-	
	\$ -	\$ -	\$ -	\$-	
	\$ -	\$ -	\$ -	\$-	
TOTAL		\$-	\$-	TOTAL	\$-

		Admin	Direct	Total
SUMMARY	Program Support	\$403.82	\$489.18	\$893.00

Other Professional Service

Provider Entry Auto Calculation

Date Prepared: 8/14/2012

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 JEWISH FAMILY & CHILDREN'S SERVICE, INC. MENTAL HEALTH							
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 JEWISH FAMILY & CHILDREN'S SERVICE, INC. MENTAL HEALTH							
Vendor Name	Annual Premium	Percent To grant	Total Grant	Dates of Service	Admin	Direct Service	Description of Service
a	Liability Insurance	\$24,000.00	1%	\$240.00	3/1/13-2/28/14	\$240.00	Insurance requirement on all contracts and grants.
Cost Method Used	Cost allocation plan. White White presents 1% of the annual premium allocated to those particular sites that have Ryan White programs. Based on staffing and direct service hours.						
Budget Justification	Insurance requirement on all contracts and grants directly for Ryan White Programs.						
b		\$-		\$-		\$-	
Cost Method Used							
Budget Justification							
c		\$-		\$-		\$-	
Cost Method							

Used							
Budget Justification							
				TOTAL	\$ 240.00		\$ 240.00

3 Rent/Space

Rent is considered 100% administrative

Rent/Space JEWISH FAMILY & CHILDREN'S SERVICE, INC. MENTAL HEALTH							
Vendor Name	Annual Rent	Percent to Grant	Total Grant	Dates of Service	Admin	Direct Service	Description of Service
Multiple Vendors	\$108,000.00	1%	\$1,080.00	3/1/13-2/28/14	\$1,080.00		Operating lease agreements where all providers provide Ryan White services.
Cost Method Used	Cost allocation plan. Presents the Ryan White portion using sq/ft as a basis for allocation.						
Budget Justification	Necessary expense to provide services to Ryan White consumers.						
				TOTAL	\$ 1,080.00		\$ 1,080.00

4 Other Professional Service

Other Professional Service JEWISH FAMILY & CHILDREN'S SERVICE, INC. MENTAL HEALTH							
Vendor Name	Hours Budgeted	Quoted Price*	Total Price	Admin Budget %	Admin	Direct Service	Description of Service
			\$-		\$-	\$-	
Cost Method Used							
Budget Justification							
			\$-		\$-	\$-	
Cost Method Used							
Budget Justification							
			\$-		\$-	\$-	
Cost Method Used							
Budget Justification							
			\$-		\$-	\$-	
			\$-	TOTAL	\$ -	\$ -	\$ -

	Admin	Direct	Total	
SUMMARY	Other Prof. Svc	\$1,320.00	\$-	\$1,320.00

Schedule of Deliverables

Provider Entry Auto Calculation

Date Prepared: 8/14/2012

Organization Name:
Service Category

JEWISH FAMILY & CHILDREN'S SERVICE, INC.
MENTAL HEALTH

Performance Measures:

Number of New Clients	24
Number of Returning Clients	21
Total # of Unduplicated Clients	45

	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 (Not Applicable to Cost Reimbursement Contracts)		
					Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Proposed Fee Per Product/Deliverable	Total Payment Per Objective/Activity	Fee Source (ie AHCCCS, I H S, Negotiated Rate, etc.)
1	Screening-H0002	Screening	1 Unit = 15 Minutes	48	4	4	4	4	4	4	4	4	4	4	4	4	\$21.55	\$1,034.40	Medicaid Magellan Fee Schedule
2	Counseling - H0004	Individual Counseling	1 Unit = 15 Minutes	1,392	116	116	116	116	116	116	116	116	116	116	116	116	\$16.56	\$23,051.52	Medicaid Magellan Fee Schedule
3	Counseling /Family - H0004HR	Family Counseling	1 Unit = 15 Minutes	176	16	16	16	16	14	14	14	14	14	14	14	14	\$18.26	\$3,213.76	Medicaid Magellan Fee Schedule
4	Psychiatric Evaluation - 90801	Psychiatric Evaluation	1 Unit - 1 Visit	23	2	2	2	2	2	2	2	2	2	2	2	1	\$194.00	\$4,462.00	Medicaid Magellan Fee Schedule
5	RN Services - T1002	Registered Nurse Services	1 Unit = 15 Minutes	48	4	4	4	4	4	4	4	4	4	4	4	4	\$17.09	\$820.32	Medicaid Magellan Fee Schedule
6	Case Managem nt - T1016	Case Managem nt	1 Unit = 15 Minutes	120	10	10	10	10	10	10	10	10	10	10	10	10	\$16.56	\$1,987.20	Medicaid Magellan Fee Schedule
7	Medication Managem nt - 90862	Medication Managem nt	1 Unit = 15 Minutes	48	4	4	4	4	4	4	4	4	4	4	4	4	\$68.00	\$3,264.00	Medicaid Magellan Fee Schedule
8	Assessment - H0031	Assessment	1 Unit = 1 Visit	24	2	2	2	2	2	2	2	2	2	2	2	2	\$161.60	\$3,878.40	Medicaid Magellan Fee Schedule
9				-														\$-	
10				-														\$-	
11				-														\$-	
12				-														\$-	
13				-														\$-	
14				-														\$-	
15				-														\$-	
TOTAL				1,879	158	158	158	158	156	155		\$41,711.60							

Total Budget \$41,711.60

Over/(Under Budget) \$(0.00)

Balance should equal zero

JEWISH FAMILY & CHILDREN'S SERVICE, INC, 4747 N 7th ST, STE 100, PHOENIX, ARIZONA 85014

Terms: NET 30

Vendor Number: 2011002923 0

Telephone Number: 602-567-8351

Fax Number: 602-253-7065

Contact Person: Teresa Celaya-Garner

E-mail Address: teresacelaya-garner@jfcsaz.org

Certificates of Insurance Required

Contract Period: To cover the period ending **February 28, 2018.**

EXHIBIT C**SCOPE OF WORK**

1.0 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/abouthab/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.AIDS.info.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.

In preparing all responses to this Request for Proposal (RFP), applicant should consider how efforts at the local level are consistent with the Ryan White HIV/AIDS Treatment Extension Act of 2009 which emphasizes the use of funds to address the service needs of “individuals who know their HIV status and are not receiving primary medical care services and for informing individuals of and enabling the individuals to utilize the services, giving particular attention to eliminating

disparities in access and services among affected subpopulations and historically underserved communities” Section 2602 (b)(4)(D)(i).

Additionally, applicants should consider the impact of the epidemic within the Phoenix EMA, which consists of Maricopa and Pinal counties. Several studies are available for applicants to review including:

1. 2006 Hispanic PLWH/A Needs Assessment
2. 2006 African American PLWH/A Needs Assessment
3. 2006 PLWH/A Out of Care Needs Assessment
4. 2006 Pinal County Needs Assessment
5. Phoenix EMA 2006-2009 Comprehensive Plan

All reports can be viewed at the Phoenix EMA Ryan White Planning Council's website at:

<http://www.ryanwhiteparta.com>

Moreover, in developing your application you should consider the HIV/AIDS Bureau (HAB) Guiding Principles indicated below that have significant implications for HIV/AIDS care services planning.

1. The HIV/AIDS epidemic is growing among traditionally underserved and hard-to-reach populations;
2. The quality of emerging HIV/AIDS therapies can make a difference in the lives of people living with HIV disease;
3. Changes in the economics of health care are affecting HIV/AIDS care network; and
4. Outcomes are a critical component of program performance.

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 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 in any subcontracts a provision to the effect that the subcontractor agrees that Maricopa County Ryan White Part A Program 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 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.

1.4 APPLICANT ELIGIBILITY:

Eligible applicants for awards under this solicitation include public or non-profit health and social services providers, and other non-profit community organizations, medical care providers, community-based organizations, HIV/AIDS service organizations, academic entities, and city, county, state, federal governmental units. The CARE Act Amendments of 1996 provide for contracting with for-profit entities under certain limited circumstances. Specifically, the amendments allow Part A funds to be used to provide direct financial assistance through contracts with private for-profit entities if such entities are the only available provider of quality HIV care in the area (Sec 2604(b) (2) (A); Section 2631(a) (1). Contractors are prohibited from serving as conduits to pass on their awards to for-profit entities. **To better serve Persons Living with HIV/AIDS (PLWHA) within the EMA, the Maricopa County Ryan White Part A Program reserves the right, at its discretion, to issue multiple contracts within a service category pursuant to this Request for Proposal.**

All services must be directed to enhance the delivery of services to persons living with HIV, and, in limited, restricted instances, their families. These funds may not be used for prevention services.

Joint proposals from coalitions of agencies and organizations are allowable. However, if a lead agency (prime contractor) is proposing to sub-contract with another agency to perform more than 50% of the deliverables, the proposal must provide sufficient information regarding the qualifications of the sub-contracting agency.

In all cases, a lead agency (as prime contractor) must be identified. All proposals in response to this RFP which include the use of subcontractors must be submitted by a lead agency, with the approach to use the subcontractor(s) clearly outlined in their proposal.

All providers must have documented evidence to substantiate referral relationships on an ongoing basis. All officers must submit any written agreements with other organizations/entities that serve the community of persons living with HIV and are 1) service providers and/or 2) points of entry or access to HIV services. All officers' are strongly encouraged to include copies of such agreements, detailing each agencies/organization's roles and responsibilities, with each application.

The use of subcontractors and/or consultants must be pre-approved by the Maricopa County Ryan White Part A Program. If approved, the Contractor agrees to use written agreements which conform to Federal and State laws, regulations and requirements of this proposal appropriate to the service or activity defined by this RFP. These provisions apply with equal force to the subcontract as if the subcontractor were the contractor referenced herein. The Contractor is responsible for the performance of this contract regardless of whether or not a subcontract is used. The lead agency (Contractor) will submit a copy of each executed subcontract to the RWPA within fifteen (15) days of its effective date.

All proposals in response to this RFP which include the use of subcontractors must clearly state and document the details of the subcontract agreement. This will include a scope/intent of work for both the lead agency and all subcontracts proposed. The scope of the proposal must clearly identify the services to be provided by all parties for the proposal. Additionally, all subcontract agreements proposed must include a detailed budget and narrative, identifying all administrative costs, as defined in the "Administrative Costs" section of this RFP. Subcontracts will be restricted to no more than ten percent of the budget proposed.

1.5 COMPENSATION:

1.5.1 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.

- 1.5.2 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.
- 1.5.3 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.
- 1.5.4 The Contractor shall be compensated for services provided only by the staff classifications/positions included/referenced in the current approved budget.
- 1.5.5 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.
- 1.5.6 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 refer to <http://www.ryanwhiteparta.com>
- 1.5.7 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.

1.6 INVOICES AND PAYMENTS:

- 1.6.1 The Contractor shall submit electronically to the Administrative Agent one (1) legible copy of their detailed monthly invoice before payment(s) can be made.
- 1.6.2 Contractor shall submit the invoice packet for services performed on or before the fifteenth (15th) calendar day following the month in which services were performed.
- 1.6.3 The invoice shall include the requirements as outlined in the Ryan White Part A's current policies and procedures manual.
- 1.6.4 Contractors providing medical services are required to utilize the Health Care Form (HCF-1500) Uniform Billing (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.

1.7 METHOD OF PAYMENT:

1.7.1 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.

1.7.1.1 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.

1.7.1.2 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.

1.7.1.3 The Contractor understands and agrees that Ryan White Part A Program 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.

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

1.8 BUDGET, REVENUES AND EXPENDITURES:

1.8.1 The Contractor shall have written fiscal and general policies and procedures that include

compliance with federal and Ryan White programmatic requirements.

1.8.2 The Contractor shall prepare and submit to County a budget using the current Ryan White Part A Program-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. Failure to provide a required budget or schedule of deliverables within the designated timeframe may result in termination of the contract.

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

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

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

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

1.8.2.5 Funds collected by the Contractor in the form of fees, charges, and/or donations for the delivery of the services provided for herein shall be accounted for separately. Such fees, charges and/or donations must be used for providing additional services or to defray the costs of providing these services consistent with the Schedule of Deliverables 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.

1.9 AMENDMENTS:

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

1.10 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.

1.11 CHANGES:

1.11.1 The Maricopa County Ryan White Part A Program, with cause, by written order, may make changes within the general scope of this Contract in any one or more of the following areas (Also see **AMENDMENTS & TASK ORDER SECTIONS**):

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

1.11.1.2 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,

1.11.1.3 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.

1.11.2 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.

1.11.3 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.

1.12 AUDIT REQUIREMENTS:

1.12.1 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).

1.12.2 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.

1.12.3 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).

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

- 1.12.4.1 A-102 Uniform Administrative Requirements for Grants to State and Local Government.
- 1.12.4.2 A-110 Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals and other non-profit organizations.
- 1.12.4.3 A-122 Cost Principles for Non-Profit Organizations.
- 1.12.4.4 A-87 Cost Principles for State and Local Governments.
- 1.12.4.5 A-21 Cost principles for Education Institutions.

1.13 SPECIAL REQUIREMENTS:

- 1.13.1 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.
- 1.13.2 The Contractor shall participate in provider technical assistance meetings and/or teleconference calls that will be scheduled by the Administrative Agent throughout the year.
- 1.13.3 The Contractor shall retain the necessary administrative, professional and technical personnel for operation of the program.
- 1.13.4 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.
- 1.13.5 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.

1.14 RELEASE OF INFORMATION:

- 1.14.1 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.
- 1.14.2 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.

1.15 CERTIFICATION OF CLIENT ELIGIBILITY:

- 1.15.1 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.

- 1.15.2 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.
- 1.15.3 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:
 - 1.15.3.1 Clear responsibility for annually evaluating clients to establish individual fees and caps.
 - 1.15.3.2 Tracking of Part A charges or medical expenses inclusive of enrollment fees, deductibles, and co-payments.
 - 1.15.3.3 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.
 - 1.15.3.4 Documentation of policies, fees, and implementation, including evidence that staff understand those policies and procedures.
 - 1.15.3.5 Contractor must have a 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.

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

1.16 **QUALITY MANAGEMENT:**

- 1.16.1 The Contractor will participate in the Quality Management program as detailed in the *current Ryan White Part A Program Policies and Procedures Manual*. (<http://www.maricopa.gov/publichealth/Services/RyanWhite/publications.aspx>) (See Exhibit2 Ryan White Part A Program Policies and Procedures).
- 1.16.2 The Contractor will utilize and adhere to the most current Standards of Care as developed by the Phoenix Eligible Metropolitan Area Planning Council.
- 1.16.3 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.

- 1.16.4 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.
- 1.16.5 The Contractor will participate in the Quality Management activities of the Clinical Quality Management Committee as requested by the County.
- 1.16.6 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.
- 1.16.7 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).
- 1.16.8 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.
- 1.16.9 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.

1.17 REPORTING REQUIREMENTS:

- 1.17.1 The Contractor agrees to submit monthly invoices as defined in the Invoice and Payments section.
- 1.17.2 The Contractor agrees to submit any administrative, programmatic, quality and/or fiscal reports requested and at the due date defined by the Administrative Agent.
- 1.17.3 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.
- 1.17.4 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.

1.18 PROGRAM MARKETING INITIATIVES:

- 1.18.1 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 Ryan White Part A Program. Such references to funding source must be of sufficient size to be clear and legible.

1.18.2 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.

1.18.3 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.

1.19 OTHER REQUIREMENTS:

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

1.19.2 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.

1.19.3 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.

1.19.4 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 *Ryan White Part A Program Policies and Procedures Manual*. Refer to <http://www.ryanwhiteparta.com>

1.19.5 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.

1.19.6 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.

1.20 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.

1.21 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.

1.22 EQUAL EMPLOYMENT OPPORTUNITY:

1.22.1 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.

1.22.2 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.

1.23 CULTURAL COMPETENCY:

1.23.1 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.

1.23.2 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.

1.24 RYAN WHITE CAREWARE DATA BASE:

1.24.1 RWPA 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 RWPA via RYAN WHITE CAREWare within 60 days of request by the RWPA. The Contractor agrees to participate in technical assistance training and/or informational presentations for CAREWare at various times scheduled during the contract year.

1.24.2 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.

1.24.3 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.

1.25 IMPROPRIETIES AND FRAUD:

- 1.25.1 The contractor shall notify the Ryan White Part A Program 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 the Ryan White Part A Program shall occur in writing within 24 hours of detection.
- 1.25.2 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)

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

1.26 ADHERENCE TO RYAN WHITE PART A POLICIES:

- 1.26.1 Contractor shall adhere to all Ryan White Part A Program Policies. Such policies are referenced in the Ryan White Part A Program Policies and Procedures Manual (See Exhibit 2) <http://www.ryanwhiteparta.com>

1.27 REFERRAL RELATIONSHIPS:

- 1.27.1 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 RWPA upon request.

- 1.27.2 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

1.28 POLICY ON CONFIDENTIALITY:

- 1.28.1 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.
- 1.28.2 The Contractor shall establish and maintain written procedures and controls that ensure the confidentiality of client medical information and records.
- 1.28.3 The Contractor shall maintain and document employee and direct service provider training on their organization's policies and procedures related to client confidentiality.
- 1.28.4 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.
- 1.28.5 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 Exhibit 2 <http://www.ryanwhiteparta.com>)

1.29 EQUIPMENT:

- 1.29.1 All equipment and products purchased with grant funds should be American-made.
- 1.29.2 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.
- 1.29.3 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.

NARRATIVE

Agency Background/Qualifications

Jewish Family & Children's Service (aka JFCS) is a non-profit, **non-sectarian** organization founded in 1935, whose mission is to strengthen the community by offering high quality behavioral health and social services to children, families and adults of all ages throughout Maricopa County, in accordance with a Jewish value system that cares about all humanity. JFCS envisions a community in which people care for themselves and each other. Through the provision of specialized programs in child welfare, behavioral health, geriatrics, prevention, and family violence, JFCS strives (1) to assist individuals to improve their ability to cope with difficult life circumstances, (2) to assist parents to improve their emotional health and effectiveness as parents, and (3) to increase individuals' support systems and connections to community resources. JFCS' services are provided without regard to age, gender, faith, ethnicity, family size or income.

JFCS provides the following programs: Behavioral Health Services for children, adults, and families; Home-Based Services - child welfare services including Intensive Family Preservation, Reunification and Parent Aide Services; community-based domestic violence services (*Shelter Without Walls*); Older Adult Services (In Home and center-based); Real World Job Development Program for "transitioning youth"; and Prevention Services (*Creating Peaceful Families*). Additionally, JFCS manages special services such as an extensive Holiday Program and Specific Assistance Funds to help with financial needs.

The JFCS' Behavioral Health program provides services to children and adults with serious behavioral health conditions and for whom solution focused outpatient therapy is the treatment of choice. The Behavioral Health Program is consistent with JFCS vision, mission, and values. We are a program dedicated to helping people solve the problems of daily life that negatively impact all aspects of their lives. These people are facing some of life's most difficult challenges. HIV/AIDS services are provided at Behavioral Health clinics throughout Maricopa County.

JFCS has been administering its diverse programs through funding from various governmental, corporate, foundation and private funding sources since its inception in 1935. Staff are skilled at managing multiple programs and funding streams in multiple service areas. JFCS manages programs under contract with the AZ Department of Economic Security, DPS VOCA Crime Victim Assistance, Magellan Health Services, the Area Agency on Aging, and grants through the United Way, and many local and out-of-state foundations. JFCS is accredited by the National Council on Accreditation of Services for Families and Children, Inc. and is licensed by the Arizona Department of Health Services. JFCS is affiliated with the Child Welfare League of America, Alliance for Children and Families, and Association of Jewish Family and Children's Agencies.

Need

JFCS' HIV/AIDS program addresses specific needs in Maricopa County. The following is taken primarily from *The 2009 to 2012 Comprehensive HIV Services Plan of the Phoenix EMA Ryan White Planning Council*, *PHOENIX EMA RYAN WHITE PART A EMA-WIDE COMPREHENSIVE "OUT OF CARE" PLWHA NEEDS ASSESSMENT IN MARICOPA AND PINAL COUNTIES, ARIZONA Report of Findings | July 2011*, and *Healthy Minds. Healthy Lives* from the American Psychiatric Association, with a focus on those needs in which JFCS' Behavioral Health division specializes.

Mental health problems can strike anybody, but people with HIV are more likely to experience a range of mental health issues. Most common are feelings of acute emotional distress, depression, and anxiety, which can often accompany adverse life-events. HIV also can directly infect the brain, causing impairment to memory and thinking. In addition, some anti-HIV drugs can have mental health side effects. HIV infection and AIDS affect all aspects of a person's life. Those with HIV/AIDS must adapt to a chronic, life threatening illness and corresponding physical and mental challenges. They often face a myriad of emotional demands such as stress, anger, grief, helplessness, depression, and cognitive disorders.

There is a significant prevalence of mental health disorders within the Phoenix Eligible Metropolitan Area's (EMA's) People Living with HIV/AIDS (PLWHA) population. Furthermore, co-morbidities of populations have a

more significant impact on PLWHA because of the limited healthcare resources available to treat these co-morbidities. Quantitative data indicates that persons with substance abuse issues, comorbidities, require more resources in comparison to those without these issues.

Based on information provided by the Arizona Department of Health Services (AZDHS) there are 5,946 Males having Sex with Men (MSM) PLWHA residing in the EMA as of 08/2008. This represents 61 percent of the total PLWHA within the EMA and represents the highest AIDS Incidence (49 percent) and highest HIV Incidence (50 percent) of any severe need group. MSM represent the largest proportion of emergent (62%) and prevalent (61% HIV and AIDS cases). The majority of the PLWHA are Whites (59%). As a group, the MSM survey respondents evidence a high level of co-morbidity. Thirty-eight percent report previous diagnosis and/or treatment of mental illness (including 35 percent who have been diagnosed with bipolar disease; 29 percent with major depression; 13 percent with affective disorder; 13 percent with paranoid schizophrenia; and 10 percent report post traumatic stress disorder.) Almost half of the survey respondents (48 percent) report diagnosis and/or treatment for a substance abuse disorder, which correlates with respondents' reported risks for transmission, with 19 percent reporting MSM/IDU (Males having Sex with Males/Injection Drug Use) and 9 percent reporting sex with IV drug user.

Out-of-Care groups tend to be MSM, IDU or MSM/IDU: 56 percent of all Out-of-Care PLWHA report MSM risk and more than 13 percent of all those with unmet need report IDU risk behavior. The majority of the Phoenix out of care population includes Hispanic and White Males, whose risks include MSM and/or IDU, and are aged 35-54 years. African Americans/Blacks are disproportionately impacted in terms of living with HIV/AIDS, new HIV cases, and the out of care. The results of the 2011 Out of Care Needs Assessment Survey reveal a highly impoverished PLWHA consumer group, overall, who present to care with multiple co-morbidities, including high levels of mental health and substance abuse treatment needs, and substantial histories of STDs as well as numerous other chronic illnesses. A significant barrier to care is the fact that a majority of out of care survey respondents reported a history of incarceration.

Furthermore, the 2007 Aged In-Care Needs Assessment surveyed PLWHA over 45 years of age in the Phoenix EMA whose top expressed needs for HIV-related services evidence a mix of essential and supportive services including counseling and medication. Service barriers evidence difficulty and/or perceived inability to access basic services including transportation and housing (#1 and 2), followed by more sophisticated clinical needs including specialty medical care and medications other than HIV medications that relate to the extensive co-morbidities reported by this subgroup. These barriers to services create challenges in facilitating entry into and retention in HIV primary medical care for the growing numbers of Aged (45 years+) persons living with HIV/AIDS in the Phoenix EMA. Numbers continue to grow because of emerging HIV/AIDS therapies. Today, this population continues to experience significant rates of other comorbidities, including diabetes, mental health disorders, cardiovascular disease, pneumonia, influenza, and injuries. Over half of the group (30 individuals) report more than three comorbid conditions, with half qualifying as disabled due to their HIV disease. Over a third are Anglo MSM, almost 30 percent are women of whom 2 are substance abusers and 6 are injection drug users (remainder high-risk heterosexual); 18 percent are Anglo heterosexual males, and 14 percent are African American Males.

To meet the diverse needs of PLWHA, the EMA's Ryan White programs must provide mental health and substance abuse services that are otherwise lacking due to the absence of state funds.

Target Population

JFCS services focus especially, though not only, on older adult (over 45 years old) ~~white~~ MSM's. This past year, clients were 86% male, 62% white, 21% African American, 17% Hispanic, and over 50% of clients were over age 45. We project similar demographics going forward. Staff have served and are available to serve formerly incarcerated individuals. Clients live throughout Maricopa County in PSA's #1,2,3,4,5, and 6, and Reservations and may receive services at any of four of JFCS clinics located at:

2033 N. 7th Street, Suite A-100, Phoenix
3306 W. Catalina Drive, Phoenix
1255 W. Baseline Road, Suite #B-258, Mesa
5701 W. Talavi Boulevard., Suite #180, Glendale

Service Delivery

Jewish Family & Children's Service (JFCS') Behavioral Health division has been a long-time provider of HIV/AIDS counseling services having begun the service in 1997. JFCS has been providing mental health services to Persons Living With HIV/AIDS (PLWHA) for the past fifteen years with the goal of improving the mental health status of such persons who are experiencing behavioral health symptoms. JFCS' Behavioral Health division provides mental health counseling to reduce depression, anxiety and other disorders associated with substance abuse, outpatient drug-free treatment and counseling, psychiatric pharmaceuticals, and relapse prevention services as part of a Maricopa County comprehensive continuum of care including primary medical care, HIV-related medications, oral health and case management services that assist PLWHA in accessing treatment of HIV infection that is consistent with Public Health Service (PHS) Treatment Guideline/s. Services are provided with consideration of the impact of the epidemic within the Phoenix EMA, which consists of Maricopa County and as identified in the *2009 to 2012 Comprehensive HIV Services Plan of the Phoenix EMA Ryan White Planning Council*. Services give attention to eliminating disparities in access and services among affected subpopulations and historically underserved communities. The program also takes into consideration the HIV/AIDS Bureau Guiding Principles:

- The HIV/AIDS epidemic is growing among traditionally underserved and hard-to-reach populations;
- The quality of emerging HIV/AIDS therapies can make a difference in the lives of people living with HIV disease;
- Changes in the economics of health care are affecting HIV/AIDS care network; and
- Outcomes are a critical component of program performance.

Clients may enter services by directly contacting one of the four clinic sites or by calling the JFCS Customer Service & Referral Center. Clinics are licensed by the Office of Behavioral Health Licensing. All clients are screened and assessed on an individual basis; have an individualized treatment plan; and have access to psychiatric evaluations with prescription of psychotropic medications, counseling sessions with a therapist, and medication management services. Prevention counseling re: transmission, re-infection and keeping healthy is offered as part of the counseling service. The initial assessment includes screening for substance abuse. Outpatient substance abuse counseling and referrals is also provided. Families and/or partners may be included in services on a limited basis. JFCS will not in any way discriminate against any patient on the grounds of race, color, religion, sex, national origin, age, or handicap.

JFCS' clinicians establish strong relationships with the HIV-infected clients who are referred primarily through Care Directions and Shanti. Other referrals also come from primary care physicians, other HIV/AIDS service agencies, and self-referrals. Patients are more likely to maintain their drug regimes because their mental health issues are being addressed. However, a nurse clinician at a clinic site can coordinate care and address any missed appointments. Both the nurse and counselor can contact the patient's primary care provider and other medical providers to follow up on medical compliance issues. Additionally, clinicians maintain on-going contact with the referral source and/or Ryan White case management agency. Since the beginning of JFCS services to the HIV/AIDS community, JFCS has worked closely with other service providers especially with Care Directions and with Magellan for SMI clients. Care is also coordinated with the Phoenix Shanti Group and others as necessary. Length of stay is individualized, based on client need, and services typically last from several months to one year. (MOU's with Care Directions and Shanti are enclosed. JFCS is a Magellan provider.) Clinics are located with accessibility to public transportation and bus passes through Care Directions are made available as needed.

Wayne King, LPC, the primary Clinician responsible for this initiative, has regular contact with individual referral sites, though most referrals come through JFCS' ongoing relationship with Care Directions which conducts the community outreach and initial screening. In addition to HIV Care Directions, he has regular interactions with Shanti, McDowell Clinic, Magellan, Southwest Center and many primary care physicians. To advertise and promote the program, the agency has a brochure and flier specific to the program, with the necessary references to the funding sources as well as information on services available, venues/locations, and hours of operation. These materials are available in the waiting rooms of all JFCS clinics and site Directors share the program information when they are out in the community. Staff participate in the existing community-based continuum of care. Staff attend meetings sponsored by the Phoenix EMA Ryan White Planning Council and other management and technical assistance meetings deemed mandatory by Maricopa County Ryan White Part A Program. Staff had participated in the development of standards for behavioral health services for the Phoenix EMA Ryan White Planning Council.

JFCS strives for compliance with all policies and procedures as defined in the current *Ryan White Part A Policies and Procedures Manual*. This includes maintenance of discrete client files for all individuals served, necessary releases of information to allow for review of all pertinent client information by employees of the County and/or their designated representatives, and 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. Also, JFCS will 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. Each client file documenting the provision of Part A services will contain a current Administrative Agent authorized release form signed and dated by the client or client's legal representative. JFCS will comply with ARS §36-661, reporting contagious diseases and ARS §36-662, access to records. JFCS understands and agrees that the proposed contract is subject to all State and Federal laws protecting client confidentiality of medical, behavioral health and drug treatment information.

JFCS will continue to provide a Progress Report at the beginning of year, Mid-Year Progress Report, and end-of-fiscal year Final Progress Report, as well as monthly invoices. JFCS 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 (CAREWare) and frequency as requested by the County. JFCS also maintains client records in its unique electronic medical record system, NextGen. JFCS' information technology capability has been well developed and has been using NextGen electronic medical records since the 1990's. JFCS recognizes the Planning Council's desire to improve data sharing to result in more informed decision-making. JFCS has recently begun the implementation of a Magellan Health Services-funded Integrated Health initiative involving shared electronic medical records.

JFCS aims to meet the mental health outcome of improving clients' health by decreasing symptoms of mental health disorder thereby reducing barriers to medical care, as identified in *The 2009 to 2012 Comprehensive HIV Services Plan of the Phoenix EMA Ryan White Planning Council* with the following specific outcomes and indicators for mental health services:

- 90% of treatment goals are addressed and 50% are met, upon completion of mental health treatment.
- Clients' average GAF scores improve by 5% within 6 months or upon discharge.
- 100% of clients receive an assessment prior to implementing the treatment plan.
- 100% of clients have a completed treatment plan within 90 days from the clients' first visit.
- 100% of treatment plans address primary medical care needs and make appropriate referrals as needed.

...and for substance abuse services, aims to Improve clients' health through reduction of barriers to medical care by decreasing substance abuse :

- 90% of treatment goals are addressed and 50% are met upon completion of substance abuse treatment.
- Clients' average GAF scores improve by 5% within 6 months or upon discharge.
- 50% of clients report a reduction in substance use.
- 100% of clients have a completed treatment plan within 90 days from the clients' first visit.
- 100% of treatment plans address primary medical care needs and make appropriate referrals as needed.

Similarly, JFCS aims to follow the Universal Standards of Care wherein the outcome is that service providers will demonstrate core competency as delineated in the following Universal Standards in service delivery, monitoring and fiscal accountability:

- 90% of client charts document that clients were appropriately screened for eligibility for services.
- 90% of client charts contain a signed general release of information.
- 90% of client charts have a signed acknowledgement of the receipt of a Client Rights and Responsibilities statement, or a provider notation of a clients' refusal to sign.
- 90% of client charts have a signed acknowledgement of the receipt of a Client Rights and Responsibilities statement, or a provider notation of a clients' refusal to sign.

- 90% of client charts have a signed acknowledgement of the receipt of a Grievance Procedure statement, or a provider notation of a clients' refusal to sign.
- 80% of Client Survey respondents rate the provider as 'good' and/or 'excellent'.

Staffing

The agency is lead by a skilled, highly-trained executive leadership team that includes, among others, the agency's President and CEO, Chief Financial Officer, and the Vice President Behavioral Health. President and CEO, Dr. Michael R. Zent, has extensive experience spanning more than 20 years, including CEO of Maricopa County Regional Behavioral Health Authority, CEO of Community Partnership of Southern Arizona, Executive Director of the Southeastern Arizona Behavioral Health Services, Inc., and earlier work at La Frontera and the AZ Division of Behavioral Health. The Vice President of Behavioral Health Ms. Mary Jo Whitfield, MSW, has worked more than 30 years in behavioral health.

JFCS has a diverse professional staff providing services for PLWHA through its Behavioral Health department. All staff for this service are licensed and credentialed. Copies of resumes, degrees, and licenses are attached.

Two primary and long-term staff include: Wayne King, M.C., L.P.C., Clinician, who has been conducting Ryan White funded program services almost since the inception of JFCS' program serving the PLWHA community, and is the primary manager and therapist for this project, and Mark T. Callesen, M.D., who has been the Medical Director for JFCS since 1998 and is a Diplomate of the American Board of Psychiatry and Neurology as well as of the American Board of Forensic Examiners.

JFCS is dedicated to the principles of equal employment opportunity. The Company prohibits unlawful discrimination against applicants or employees on the basis of age over 40, race, color, sex, religion, disability, national origin, veteran status, genetic information and the statuses protected by Title VII of the Civil Rights Act. This policy applies to all terms, conditions and privileges of employment including, but not limited to recruitment, selection, placement, introductory period, promotion, transfer, demotion, layoff, and return from layoff, compensation, facilities, termination and retirement.

Cultural Competency

Jewish Family & Children's Service (JFCS) believes that employees' cultural competence is vital to establishing and maintaining productive working relationships with clients. JFCS operates under the philosophy that cultural competence is much more than language or customs - it is a foundation from which to approach every individual with respect, sensitivity and awareness. It is the understanding of factors (i.e. race, gender, language, socio-economic status, sexual orientation, faith or age group) that impact the reality of clients' lives. Moreover, as a Regional Behavioral Health Authority (RBHA) provider, JFCS adheres to Culturally and Linguistically Appropriate Services (CLAS) standards as contractually required and as outlined in the Arizona Department of Health Services/Division of Behavioral Health Services Provider Manual. CLAS standards include, for example:

Language assistance services are made available, including bilingual staff, interpreter services, and translations at no cost for Limited English Proficient individuals at all points of contact, in a timely manner, during all hours of operation. Notice of Right is provided to clients, to receive verbal and written notices informing them of their right to receive language assistance services which assure competence of language assistance provided by interpreters and bilingual staff. JFCS makes available easily understood client-related materials and posts signage in the language of commonly encountered groups represented in service areas.

Additionally, JFCS provides equal access to agency services for individuals with disabilities in compliance with the Americans with Disabilities Act, and makes reasonable accommodation for clients with visual impairments, hearing impairments, mobility impairments and/or mental impairments.

Employee cultural competence includes, at a minimum:

- Clinician's awareness of their own "worldview" (cultural, gender and age-related values, attitudes, beliefs, knowledge, skills and biases);

- Clinician's awareness of the client's/family's "worldview" (cultural, gender and age-related values, attitudes, beliefs, knowledge, skills and biases);
- Culturally appropriate and gender-responsive intervention strategies.

In addition to JFCS' ongoing cultural competency efforts to meet the CLAS standards, recently JFCS has developed a Cultural Competency Plan and has organized a Cultural Competency Committee. The Cultural Competency Committee consists of internal staff members to help the agency update its culturally competent services. The committee is responsible for development, design, and assistance with prioritizing and providing ongoing monitoring of the agency's Cultural Competence Plan. Part of the Plan will deal with meeting contractual requirements and ensuring the provision of culturally and linguistically appropriate services (CLAS) to individuals to improve access to care, quality of care and positive health outcomes. Another goal of the Cultural Competence Plan is to ensure incorporation of culturally competent processes throughout agency policy and procedures, including recruitment, selection, and supervision of staff. Additionally, JFCS' Cultural Competency Committee is responsible for the design, development and facilitation of in-house trainings for all JFCS staff around culturally competent treatment related issues when working with diverse populations. Trainings for 2012 have included: Mental Health Care for Native Americans and Mental Health and the LGBT Community.

Spanish-speaking individuals are matched from the outset, with staff who are Spanish-speaking, and who have similar ethnic backgrounds whenever possible. The program utilizes contracted interpreters only when necessary and arranged by the program director using current contracts for these services. Individuals and families who have specific language needs other than English or Spanish, including sign-language, are provided with services in their language of origin whenever possible, through the utilization of interpretation services.

JFCS adheres to Culturally and Linguistically Appropriate Services (CLAS) standards. JFCS has a policy that oral and/or written translation services shall be provided to any person and/or their families with limited English proficiency or other communication barriers (i.e. site or sound) during counseling, assessment, or treatment activities to allow the individual to obtain maximum benefits from the services of JFCS.

Pursuant to CLAS Standard #4, JFCS offers and provides language assistance and interpretation services, including bilingual JFCS staff members, who have been certified by ALTA Language Services or by CyraCom. This certification process is handled by the Human Resources division. When such staff members are not available to provide that service, face-to-face interpretation will be provided by a contracted interpretation service. Telephone interpretation services are used as a supplemental system when an interpreter is needed instantly, or when services are needed in an unusual or infrequently encountered language. JFCS utilizes the services of the Valley Center of the Deaf when sign language interpreting is required.

In order to ensure complete, accurate, impartial, and confidential communication, family, friends or other individuals, are not required, suggested or used as interpreters. Minor children are never used as interpreters, nor are allowed to interpret for their parents. If after being offered JFCS interpreters, an individual client insists that s/he prefers a family member or friend, other than a child, as interpreter, we honor that request unless the effectiveness of services or confidentiality would be compromised, and we explain that we may not have children used as interpreters. A certified interpreter must be present for at least 2 visits to ensure that the family member or friend is qualified to be an interpreter. If a client chooses an outside person to interpret, JFCS will provide the client and the chosen interpreter with a confidentiality form that secures a signature from both the client and the selected interpreter, indicating that they understand the nature of the service and that all information is to be kept private.

Quality Assurance

Jewish Family & Children's Service (JFCS) is committed to establishing high quality behavioral health services by adhering to the standards and guidelines set forth by all contracting county, state, federal, licensing and accreditation agencies. These aforementioned priorities are the basis for our continual quality improvement process.

The goal of the Quality Management Program is to improve client outcomes by ensuring that high quality and mental health services are accessible and provided system-wide in an effective and efficient manner. JFCS' Quality Management Program ensures the quality and appropriateness of services by resolving identified systemic problems

(opportunities for improvement), comparing provider performance, ensuring positive client outcomes and improving clients' quality of life.

The purpose of JFCS' Quality Management Program is to:

- Assure uniform, integrated, monitoring of program performance;
- Analyze and trend key indicators to measure compliance with required performance standards;
- Report findings and recommend systemic, administrative and operational focus changes to assist in selection of performance improvement initiatives across the service delivery system;
- Facilitate and support the ongoing performance improvement process;
- Provide accurate, concise and readily available reports which can be utilized in decision making; and
- Protect client rights.

The following principles guide our quality management efforts:

- Customer Driven – All performance improvement efforts are used to improve the quality of our services to better meet the needs and exceed the expectations of internal and external customers.
- System Optimization and Alignment – JFCS is made of various functional areas with the same mission. Quality Management functions to align all processes, technology, people, values and policies to support our effort to continually improve the entire system.
- Continual Improvement – JFCS analyzes its processes to discover opportunities to improve and to reduce unnecessary variation of its services.
- Management through Knowledge – JFCS' decisions are based on facts and data driven by an understanding of variation and statistical thinking.
- Collaboration and Mutual Respect – Staff members of JFCS have mutual respect for the dignity, knowledge and potential contribution of others. The system engages everyone in improving the processes in which they work and creates an environment in which people can be innovative and experience joy in their work.

In order to ensure staff and stakeholders receive information and support that increases their capacity to participate in, conduct, and sustain performance and quality improvement activities, JFCS has established a Performance and Quality Improvement (PQI) Committee to serve as the primary facilitator of this process for the agency. The purpose of the PQI Committee is to serve as the core of JFCS' quality program structure to support multi-directional communication between programmatic areas, management, staff members, the individuals we serve, board members and stakeholders. The PQI Committee is responsible for soliciting input on performance and quality improvement opportunities from staff members within each committee member's program area. PQI Committee members ensure that senior managers, and department and program directors include PQI as a standing agenda item at all regularly scheduled staff meetings. As performance and quality improvement opportunities and goals are identified by each program area, it is the responsibility of the committee member to bring these items to the PQI Committee for review, discussion and decision making, as the committee will be responsible for providing a high level analysis and guidance on the information reported.

JFCS utilizes numerous performance and outcome measures to assist management in assessing areas of needed improvement in order to ensure all contract requirements are met. JFCS' Director of Quality Management & Compliance and Manager of Training & Compliance both have collaborated with Ryan White Quality Management staff to develop specific outcome measures/processes unique to the Ryan White Part A service population. These consist of:

- measuring that the services received make a positive impact on clients' lives
- all Ryan White Part A clients who have self-identified with substance abuse issues at the time of intake will be offered referrals to outside agencies that specialize in providing treatment to the substance abuse population.

JFCS will participate in any designated survey process required by the County for each year of the proposed contract. JFCS' Quality Management Department conducts regular client satisfaction surveys as well. These

surveys gauge client satisfaction in the areas of: goal achievement, participation in treatment planning; being treated with dignity and respect; culture, values and beliefs respected; quality of services; promptness in being seen and services being helpful. Additionally, JFCS' Director of Quality Management and Manager of Training & Compliance are committed to participate in Quality Management Trainings sponsored by the County. Most recently, our staff members participated in the 2012 Arizona Regional Training facilitated by the National Quality Center, which focused on Health Outcome Measures.

JFCS is committed to sustaining a culture of quality throughout our agency and the community we serve. JFCS has and will participate in the Quality Management program as detailed in the current *Ryan White Part A Program Policies and Procedures Manual*.

Summary

Jewish Family & Children's Service is committed to continue to provide outpatient mental health services including counseling, psychiatric care and medication to HIV positive men and women. JFCS is also committed to continue to provide outpatient substance abuse treatment services including mental health counseling to reduce depression, anxiety and other disorders associated with substance abuse, outpatient drug-free treatment and counseling and relapse prevention. We are dedicated to reducing unmet need within Maricopa County, to serving traditionally underserved/underrepresented populations within the care system and are available to all areas of Maricopa County. As a direct result of Ryan White Care Act funding, JFCS has been able to implement over fifteen years of services to HIV positive individuals, who do not qualify for other publicly funded services, and who can not afford to pay for the care they need. We remain dedicated to continuing to provide these services to eligible individuals in Maricopa County.

Note: JFCS does not wish to participate in the Strategic Alliance for Volume Expenditures (\$AVE).