

**SERIAL 13054 RFP RYAN WHITE PART A SERVICES – MEDICAL AND NON-MEDICAL
CASE MANAGEMENT SERVICES (Southwest Center for HIV/AIDS)**

DATE OF LAST REVISION: June 05, 2014

CONTRACT END DATE: February 28, 2019

**AMENDMENT #1(DTD 06/05/14) PLEASE SEE THE REMOVAL OF SECTION 4.22 AND THE
ADDITION OF SECTION 4.38**

CONTRACT PERIOD THROUGH FEBRUARY 28, 2019

TO: All Departments

FROM: Office of Procurement Services

**SUBJECT: Contract for RYAN WHITE PART A SERVICES – MEDICAL AND NON-MEDICAL
CASE MANAGEMENT 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 26, 2014**.

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/ub
Attach

Copy to: Office of Procurement Services
Rose Connor, Ryan White Part A Program

(Please remove Serial 07095-RFP from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 13054 -RFP

This Contract is entered into this 12th day of February, 2014 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Southwest Center for HIV/AIDS, an Arizona corporation ("Contractor") for the purchase of Medical and Non-Medical Case Management Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of five (5) years, beginning on the 1st day of March, 2014 and ending the 28th day of February, 2019.
- 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 adjustment 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 AHCCCS fee schedule 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.

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 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:

4.3.3.1 Combined single limit; \$1,000,000.

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 per occurrence or claim and \$4,000,000 aggregate.

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

4.3.7 Certificates of Insurance.

4.3.7.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

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

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

4.3.8 Cancellation and Expiration Notice.

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

4.4 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:

Southwest Center for HIV/AIDS
ATTN: Mr. Larry Volkmar
1144 E. McDowell Rd., Suite 200
Phoenix, AZ 85006

4.5 REQUIREMENTS CONTRACT:

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

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

4.5.3 Contractor agrees to accept written cancellation of purchase orders.

4.6 TERMINATION:

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

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

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

4.7 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.

4.8 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.

4.9 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.

4.10 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.

4.11 ADDITIONS/DELETIONS OF SERVICE:

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

4.11.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

4.12 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.

4.13 USE OF SUBCONTRACTORS:

4.13.1 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.

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

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

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

4.13.2.2.1 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.

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

4.14 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.

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

4.15.1 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.

4.15.2 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.

4.16 AUDIT DISALLOWANCES:

4.16.1 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.

4.16.2 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.

4.16.3 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.

4.17 CONTRACT COMPLIANCE MONITORING:

- 4.17.1 County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for Contract compliance monitoring may be made by County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by County, all records and accounts relating to the work performed or the services provided under this Contract, or for similar work and/or service provided under other grants and contracts.
- 4.17.2 The Contractor shall have policies and procedures in place that allow the County as the funding agency prompt and full access to financial, program and management records and documents as needed for program and fiscal monitoring and oversight.
- 4.17.3 Contractor shall follow and comply with all related corrective action plans and requirements of site visits and subsequent audits conducted by County and its representatives. When monetary penalties are imposed or unallowable costs determined, the County will define how repayment will be made to the County. This may include decreasing or withholding the Contractor's monthly billing or requiring payment to the County.
- 4.17.4 The Contractor shall submit reports to County as requested that detail performance and allow review of budget, cost of services and unit cost methodology.

4.18 AVAILABILITY OF FUNDS:

- 4.18.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The Director shall be the sole judge and authority in determining the availability of funds under this Contract and County shall keep the Contractor fully informed as to the availability of funds.
- 4.18.2 If any action is taken by any State Agency, Federal Department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least ten (10) days in advance.

4.19 RESTRICTIONS ON USE OF FUNDS:

- 4.19.1 The Contractor shall not utilize funds made available under this Contract to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service:
 - 4.19.1.1 Under any State compensation program, under any insurance policy, or under any Federal, State, or county health benefits program; or
 - 4.19.1.2 By an entity that provides health services on a prepaid basis.
- 4.19.2 Funds shall not be used to purchase or improve (other than minor remodeling) any building or other facility, or to make cash payments to intended recipients of services as referenced in the Arizona Revised Statutes (ARS) A.R.S. § 41-2591, R2-7-701 and *Code of Federal Regulations*, Chapter 1, Subchapter e., Part 31, and Public Health Service Grants Policy Statement.

- 4.19.3 The federal Office of General Counsel and County emphasize that Ryan White Act funds may only support HIV-related needs of eligible individuals. All activities and expenditures must reflect an explicit connection between any service supported with Ryan White Act funds and the intended recipient's HIV status.
- 4.19.4 Contractor is not authorized to provide services anonymously, unless specifically approved for the service category in which the Contractor is providing services. All services must only be provided to documented eligible clients as defined in this contract.
- 4.19.5 Ryan White funds shall not be used to finance the services of lobbyists, fundraisers or grant/proposal writers, nor to support lobbying, fundraising activities and/or the writing of grant/contract proposals. The Contractor shall have personnel policies and an employee orientation manual that include regulations that forbid using federal funds to lobby Congress or other Federal personnel.
- 4.19.6 The Ryan White Act limits the administrative expenses to not more than **10%** of the total grant award. The Act defines allowable "administrative activities" to include:
 - 4.19.6.1 Usual and recognized overhead, including established indirect rates for agencies;
 - 4.19.6.2 Management and oversight of specific programs funded under this title; and
 - 4.19.6.3 Other types of program support such as quality assurance, quality control, and related activities."

4.20 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS:

- 4.20.1 The Contractor shall, during the term of this Contract, immediately inform County in writing of the award of any other contract or grant where the award of such contract or grant may affect either the direct or indirect costs being paid/reimbursed under this Contract. Failure by the Contractor to notify County of such award shall be considered a material breach of the Contract and County shall have the right to terminate this Contract without liability.
- 4.20.2 County may request, and the Contractor shall provide within a reasonable time, a copy of any other contract or grant, when in the opinion of the Director, the award of the other contract or grant may affect the costs being paid or reimbursed under this Contract.
- 4.20.3 If County determines that the award to the Contractor of such other Federal or State contract or grant has affected the costs being paid or reimbursed under this Contract, County shall prepare a Contract Amendment effecting a cost adjustment. If the Contractor protests the proposed cost adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause contained herein.

4.21 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.

~~4.22 ALTERNATIVE DISPUTE RESOLUTION:~~

~~4.22.1 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:~~

~~4.22.1.1 Render a decision;~~

~~4.22.1.2 Notify the parties that the exhibits are available for retrieval; and~~

~~4.22.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).~~

~~4.22.1.4 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.~~

~~4.22.2 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.~~

4.23 MEDIATION/ARBITRATION:

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

4.24 STRICT COMPLIANCE:

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

4.25 NON-LIABILITY:

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

4.26 RIGHT OF PARTIAL CANCELLATION:

If more than one service category is funded by this Contract, Maricopa County reserves the right to terminate this Contract or any part thereof based upon the Contractor's failure to perform any part of this contract without impairing, invalidating or canceling the remaining service category obligations as stated in the current schedule of deliverables.

4.27 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.

4.28 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.

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

4.29.1 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.

4.29.2 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.

4.30 CONTRACTOR LICENSE REQUIREMENT:

4.30.1 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.

4.30.2 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.

4.31 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.31.1 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:

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

4.31.1.2 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;

4.31.1.3 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

4.31.1.4 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.

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

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

4.32 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:

4.32.1 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;

4.32.2 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.

4.33 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

4.34 LAWS, RULES AND REGULATIONS:

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

4.35 ANTI-KICKBACK REGULATIONS:

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

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

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

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

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

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

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

4.35.6 The Contractor shall have employee policies that discourage:

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

4.36 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.

4.37 PUBLIC RECORDS:

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

Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

4.38 **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS**

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

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

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

4.39 **INCORPORATION OF DOCUMENTS:**

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

4.39.1 Exhibit A, Service Provider Application;

4.39.2 Exhibit B, Pricing/RWPA Budget Form including the schedule of deliverables;

4.39.3 Exhibit C, Scope of Work.

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

CONTRACTOR



AUTHORIZED SIGNATURE

LEONARD C. STEWART, EXECUTIVE DIRECTOR

PRINTED NAME AND TITLE

1101 N. Central Ave, Ste. 200, Phoenix AZ 85004

ADDRESS

1/14/2014

DATE

MARICOPA COUNTY


CHAIRMAN, BOARD OF SUPERVISORS

FEB 26 2014
DATE

ATTESTED:


CLERK OF THE BOARD

FEB 26 2014
DATE

APPROVED AS TO FORM:


LEGAL COUNSEL

FEB 25 2014
DATE

EXHIBIT A

SERVICE PROVIDER APPLICATION

Organization: Southwest Center for HIV/AIDS

Address: 1144 E. McDowell Road, Suite 200

City: Phoenix State: AZ Zip: 85006

Telephone: 602-307-5330

Executive Director/CEO: Larry Volkmar, RN, MBA

Person completing this form: Andrea Norman Contact Telephone: 602-307-5330 x2212

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

Years in Business: 22

Maricopa County Vendor Registration Complete: Yes No Vendor Number: W0000060529

Site and Locations where services will be provided under this contract:

Service Site Location #1:

Organization: Southwest Center for HIV/AIDS

Address: 1144 E. McDowell Road, Suite 200

City: Phoenix State: AZ Zip: 85006

Telephone: 602-307-5330

Service Site Location #2:

Organization: Southwest Center for HIV/AIDS

Address: 1101 N. Central Avenue

City: Phoenix State: AZ Zip: 85004

Telephone: 602-307-5330

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

What Geographic Location(s) do you plan to serve (See Exhibit3)? PSA 1,2,3,4,5,6,7

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

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

If your response is no 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 or No

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

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

Grant fund 1: **Magellan** Since: **2005**

Grant fund 2: **BHHS Legacy** Since: **2013**

Grant fund 3: **Private Funding** Since: **More than 10 years**

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:

Southwest Center uses allocations that follow the guidelines specified by GAAP.

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 or No

Resumes attached? Yes or No

Licenses /Credentials attached? Yes or No

EXHIBIT B-1

PRICING & BUDGET FORM
MEDICAL CASE MANAGEMENT

DATE PREPARED 10/1/13

PREPARED BY: Andrea L. Norman

NAME OF ORGANIZATION: Southwest Center for HIV/AIDS

Fed. Employee ID # (FEIN) 86-0695862

DUNS # 932853559

ADDRESS: 1101 N. Central Ave., Ste 200
Phoenix, AZ 85004

AUTHORIZED CONTACT Len Stewart

TELEPHONE 602-307-5330 FAX 602-307-5021

E-MAIL lstewart@sw hiv.org

PRIMARY CONTACT Andrea L. Norman

TELEPHONE 602-307-5330 x2212 FAX 602-307-5021

EMAIL anorman@sw hiv.org

CONTRACT NUMBER Serial 13054-RFP

SERVICE CATEGORY Medical Case Management

BUDGET PERIOD: 3/1/2014 2/28/2015
 Start Date End Date

CONTRACT AMOUNT \$58,567.86

By submission of this budget, the Provider certifies that they have read the List of Unallowable Costs under the Ryan White Part A Program and agree to follow the HRSA specific standards related to Unallowable Costs.

In addition, the following documents must be submitted with your budget proposal (Check the appropriate boxes)

- If applicable, Negotiated Indirect Cost Agreement is attached Cost Allocation Policy is attached (required)

Date Prepared: 10/1/2013

(Section I)

Organization
Service Category
Budget Period

Southwest Center for HIV/AIDS		
Medical Case Management		
3/1/2014	Through	2/28/2015

(Section II)

Contract Amount **\$58,567.86**

Operating Expenses		FTES	Administrative Budget	Direct Service Budget	Total Budget
Personnel:	Salaries		\$ 4,479.90	\$ 43,680.00	\$ 48,159.90
Personnel:	Fringe/Benefits		42.91	7,517.95	7,560.86

Subtotal: Personnel/Fringe Benefits	4,522.82	51,197.95	55,720.77
--	-----------------	------------------	------------------

Other Operating Expenses				
Travel		-	-	-
Supplies		4.41	185.59	190.00
Equipment		-	1,200.00	1,200.00
Contractual		-	-	-
Program Support		25.86	384.14	410.00
Other Professional Services		741.75	305.34	1,047.09

Subtotal: Other Operating Expenses	772.02	2,075.07	2,847.09
---	---------------	-----------------	-----------------

Total Operating Expenses	5,294.84	53,273.02	58,567.86
---------------------------------	-----------------	------------------	------------------

(Personnel and Other Direct Costs)

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	5,294.84	53,273.02	58,567.86
--------------------------------	-----------------	------------------	------------------

(Admin-Percent of Direct Costs)	9.94%
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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 Instructions

B05-PE-1

(These instructions will not print)

Use this form to list ALL persons being paid a salary from the Ryan White Part A grant in this budget packet.
 This form calculates the applied annual salary and applied annual benefits per individual position.
 The Provider must determine if the position(s) listed are Administrative, Direct Service, or Both

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

For example - a Case Management Supervisor may continue with a case load of their own, in this case, it must be determined how much of their time should be allocated to Administrative duties and Direct Service support.

If at the time of submission of a service budget one or more of the personnel positions are vacant, contractors must indicate this and provide a date when the positions will be filled, and prorate/apportion personnel and other associated costs to reflect reduced service. Alternatively, contractors may note the vacancy, with no associated cost, and develop the contract to reflect actual personnel staffing at the time of budget preparations, amending the budget to reflect ongoing personnel changes as they occur.

The Cells referenced in the form requiring entry are:

Position Title	Enter the position title
Last Name	Enter the last name of the employee who occupies the position or enter "Vacant" If you have more than 8 employees/positions who will be paid on this grant, use the Personnel Continuation Tab in this budget template to list the remaining employees. The subtotal from the Personnel Continuation will roll over to the main Personnel Page.
Annual Hours	Enter Number of Budgeted Hours for this position/employee. Typically, annual hours for full time staff are 2,080 hours. Adjust hours if position will not be filled for an entire year or if the person works part time and explain under "Description"
% RWPA	Enter the % of time this employee/position is budgeted on the Part A grant (i.e., A person who spends 1/2 of their work hours on this grant would be 50%)
FTE	FTE = Full Time Equivalent. This is a calculated field. (Annual Hours/2080* % RWPA)
Hourly Rate	Enter the employee/budgeted position's hourly rate
Job Status	Determine whether an employee's primary responsibilities on this grant will be for Direct Service activities or Administrative activities by entering A or D. * For a staff member who has both responsibilities, enter A and D
Percent applied as Admin.	Enter how much of the employee's time is spent on Administrative duties. (i.e., a staff member can spend 90% of their time doing administrative duties and 10% performing Direct Services.)
Description	Provide the Position Number and a Description of Duties. If the employee will not be in the position for the entire year, enter the start and end dates.
Benefit Table	Enter a brief name of each benefit included for staff and the percentage of gross salary associated with that benefit. (i.e., Social Security- (FICA), Health Insurance, Retirement, etc.) This data will calculate the total Benefit Rate that will be applied to your budget. (Note: to maximize space, the benefit table will not print on the printed copy of this page)

2 Staffing Continuation Sheet (Page 2 of 2)

Provider Entry Auto Calculation

Date Prepared: 10/1/2013

Staffing Continuation Sheet (Page 2 of 2) Southwest Center for HIV/AIDS Medical Case Management

	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: |

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 # of monthly miles for a full time staff person x12 months x the rate per mile used by your organization x the number of FTE(s) budgeted who will travel 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 Southwest Center for HIV/AIDS Medical Case Management							
	Mileage Rate						
	FTE	Monthly Miles Budgeted (Per 1 FTE)*	Annual 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 monthly mileage for 1 FTE. This is a revision to prior year budget templates.

- 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 Southwest Center for HIV/AIDS Medical Case Management							
Dates of Travel				Total Budget	Admin	Direct Svc	Narrative Justification
1	Cost			\$ -	\$ -		
	Line Item						
2	Cost			\$ -	\$ -		
	Line Item						
3	Cost			\$ -	\$ -		
	Line Item						
				\$ -	\$ -	-	\$ -

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

Travel Budget Instructions

B05-TV-1

(These instructions will not print)

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

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

The Travel budget form requires the following entries:

Mileage

This section establishes a budget amount, both Administrative and Direct Service, for mileage reimbursement in conjunction with providing services to the grant. Maricopa County Ryan White Part A Program has adapted a standard formula to apply all mileage reimbursements budgets.

- Mileage Rate: Enter the current rate used by your organization to reimburse mileage requests
- FTE: Enter the number of FTE who will travel, both Administrative and Direct Service, in the corresponding row.
- Monthly Miles: Enter the monthly miles that are budgeted for one (1) FTE staff person.
- Narrative/ Justification: Provide a detailed justification for the travel budget requested, including who will travel and why.

Other Allowable Travel

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

- Dates of Travel: Enter the dates that the other travel is expected.
- Cost and Line Item: Enter the estimated cost and name of the expense
*this can include car rental, parking fees, etc.
- Narrative/ Justification: Provide a detailed description and justification of the expense in relation to Ryan White Part A services as awarded in this grant.

SUPPLIES

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

Date Prepared: |

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 an FTE Ratio from the Budgeted Personnel Page)

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

General Office Supplies Southwest Center for HIV/AIDS Medical Case Management					
Item	Annual Budget	% Admin 6%	% Direct 94%	Total 100%	Narrative Description/Cost Allocation Methodology
1 Paper, pens	\$ 70.00	\$ 4.41	\$ 65.59	\$ 70.00	
2		\$ -	\$ -	\$ -	
3		\$ -	\$ -	\$ -	
4		\$ -	\$ -	\$ -	
5		\$ -	\$ -	\$ -	
TOTAL		\$ 4.41	\$ 65.59	TOTAL	\$ 70.00

2 Program Supplies

Program/Medical Supplies are budgeted as Direct Service.

Program Supplies Southwest Center for HIV/AIDS Medical Case Management					
Item	Annual Budget	Admin	Direct		Narrative Description/Cost Allocation Methodology
1 Chart materials	\$ 120.00		\$ 120.00		
2			\$ -		
3			\$ -		
4			\$ -		
5			\$ -		
TOTAL		\$ -	\$ 120.00	TOTAL	\$ 120.00

SUMMARY (Supplies)	Admin	Direct	Total
\$ 4.41	\$ 185.59	\$ 190.00	

Supplies Budget Instructions**B05-SP-1**

(These instructions will not print)

Use this form to create the general office and program supply budgets for the Ryan White Part A grant.

Section I General Office Supplies

General office supplies include pens, paper, toner and general supplies that are used to run an office.

Maricopa County Ryan White Part A Program has initiated a standard allocation model for general office supplies to determine the appropriate budget for Administrative and Direct Services.

(Administrative Allocation = Total Budget x Percent of administrative FTE to total FTE)

In the Narrative, describe how the supplies will be used and **also the methodology used to determine the Annual Budget Amount.**

Note: The cost allocation methodology should be based on your organization's cost allocation policy.

Section II Program Supplies

This chart can be used to identify and budget for program supplies used in providing services.

Program Supplies include supplies that are specifically related to performance of the direct services; i.e. medical supplies, folders for client files, etc.

Program Supplies have been determined to be Direct Service Costs, however final determination resides with Maricopa County Ryan White Part A Program, therefore it is important to provide an adequate justification.

In the Narrative, describe how the supplies will be used and **also the methodology used to determine the Annual Budget Amount.**

Note: The cost allocation methodology should be based on your organization's cost allocation policy.

EQUIPMENT

Provider Entry Auto Calculation

Date Prepared: 10/1/2013

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 Southwest Center for HIV/AIDS Medical Case Management				
Item Budgeted	Admin	Direct Service	Total	Narrative Description/Cost Allocation Methodology
1 Computer		\$ 1,200.00	\$ 1,200.00	
2			\$ -	
3			\$ -	
4			\$ -	
5			\$ -	
TOTAL	\$ -	\$ 1,200.00	TOTAL \$ 1,200.00	

Equipment \$5,000 or greater

Equipment \$5,000 or greater Southwest Center for HIV/AIDS Medical Case Management				
Item Budgeted	Admin Amount	Direct Amount	Total	Narrative Description/Cost Allocation Methodology
1			\$ -	
2			\$ -	
3			\$ -	
4			\$ -	
TOTAL	\$ -	\$ -	TOTAL \$ -	

	Admin	Direct	Total
SUMMARY (Equipment)	\$ -	\$ 1,200.00	\$ 1,200.00

Equipment Budget Instructions B05-EQ-1

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

The Equipment budget form requires the following entries:

- Item Budgeted:** Enter the name of the equipment to be purchased or leased
- Admin and Direct Amt:** Enter the total budgeted amount for Admin and Direct Services.

Narrative/ Cost Allocation Methodology: In the Narrative, describe how the equipment will be used and also the methodology used to allocate the total or a portion of the cost to the Ryan White Program. Also describe the methodology used to allocate the cost to Admin and/or Direct Service.

Refer to your contract terms and conditions for requirements related to equipment purchases

The final determination for cost allocations between Administrative Costs and Direct Service Costs resides with Maricopa County Ryan White Part A Program

Contractual

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

Date Prepared: 10/1/2013

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 Southwest Center for HIV/AIDS Medical Case Management							
Consultant Name	Annual Budgeted Hours	Quoted Rate	Total Budget	Admin Budget %	Admin Budget	Direct Service Budget	Dates of Service
1			\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative/ Justification							
2		\$ -	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative/ Justification							
3		\$ -	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative/ Justification							
4		\$ -	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative/ Justification							
5		\$ -	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative							
6		\$ -	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative/ Justification							
Consulting/ Prof./ Clerical Sup. Page 1			SUBTOTAL	\$ -	\$ -	\$ -	
Consulting/ Prof./ Clerical Sup. From Contractual Continuation Page			SUBTOTAL	\$ -	\$ -	\$ -	
			TOTAL	\$ -	\$ -	\$ -	

2. Subcontracts

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

2. Subcontracts Southwest Center for HIV/AIDS Medical Case Management						
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	Total
	\$	-	\$ -	\$ -

Contractual **B05-CT-1** (These instructions will not print)

Consulting/Professional Contract Labor/Clerical Support

Enter the Consultant/Contractor Name, Annual Budgeted Hours, Quoted Rate, the percent of time that will be spent on Administrative Activities, Dates of Service, Licenses, Qualifications and Description /Justification of Services to be provided.
 If there are more than 9 entries, continue on the Contractual Continuation Tab of this budget template. The subtotals from the Contractual Continuation Page will be carried over to the main Contractual budget page.

Subcontracts

Enter the Subcontractor Name and indicate if the subcontractor is a Vendor or a Subrecipient.

- (b) A Subrecipient:
 - (1) Determines who is eligible to receive what Federal financial assistance;
 - (2) Has its performance measured against whether the objectives of the Federal program are met;
 - (3) Has responsibility for programmatic decision making;
 - (4) Has responsibility for adherence to applicable Federal program compliance requirements; and
 - (5) Uses the Federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity.
- (c) A Vendor:
 - (1) Provides the goods and services within normal business operations;
 - (2) Provides similar goods or services to many different purchasers;
 - (3) Operates in a competitive environment;
 - (4) Provides goods or services that are ancillary to the operation of the Federal program; and
 - (5) Is not subject to compliance requirements of the Federal program.

Enter the Admin and Direct Service Subcontract Amounts. These amounts will calculate the Total Budget.
 The Administrative percentage ratio will also calculate automatically.
 List the services and provide a narrative justification of the services to be provided.

Note: Subcontractors who are sub recipients must also prepare a detailed budget using the RWPA budget template. Submit the subcontractor budget with your budget submission.

Contractual- Continuation Page

Date Prepared: 10/1/2013

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 Southwest Center for HIV/AIDS Medical Case Management						
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			\$ -

Consulting/Professional/Clerical Support-

Enter the Consultant/Contractor Name, Annual Budgeted Hours, Quoted Rate, the percent of time that will be spent on Administrative Activities, Dates of Service, Licenses, Qualifications and Description /Justification of Services to be provided. If there are more than 9 entries, continue on the Contractual Continuation Tab of this budget template. The subtotals from the Contractual Continuation Page will be carried over to the main Contractual budget page.

Other Program Support

Provider Entry Auto Calculation

Date Prepared: 10/1/2013

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 Southwest Center for HIV/AIDS Medical Case Management					
Item	Amount Budgeted	Admin 6%	Direct 94%	Total	Narrative/Cost Allocation Methodology
Telephone	\$ 120.00	\$ 7.57	\$ 112.43	\$ 120.00	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
TOTAL		\$ 7.57	\$ 112.43	TOTAL	\$ 120.00

2 Copy/Duplicating

Copy/Duplicating Southwest Center for HIV/AIDS Medical Case Management					
Item	Amount Budgeted	Admin 6%	Direct 94%	Total	Narrative/Cost Allocation Methodology
1 Program Brochures					
		\$ -	\$ -	\$ -	
2 Other Copying/Duplicating					
Copy/Duplicating Southwest Center for HIV/AIDS Medical Case Management	\$ 240.00	\$ 15.14	\$ 224.86	\$ 240.00	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
TOTAL		\$ 15.14	\$ 224.86	TOTAL	\$ 240.00

3 Postage

Postage Southwest Center for HIV/AIDS Medical Case Management					
Item	Amount Budgeted	Admin 6%	Direct 94%	Total	Narrative/Cost Allocation Methodology
New letter	\$ 50.00	\$ 3.15	\$ 46.85	\$ 50.00	
		\$ -	\$ -	\$ -	
TOTAL		\$ 3.15	\$ 46.85	TOTAL	\$ 50.00

4 Utilities

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

Utilities Southwest Center for HIV/AIDS Medical Case Management					
Item	Amount Budgeted	Admin	Direct	Total	Narrative/Cost Allocation Methodology
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
TOTAL		\$ -	\$ -	TOTAL	\$ -

4 Other Program Support

Other Program Support Southwest Center for HIV/AIDS Medical Case Management					
Item	Amount Budgeted	Admin	Direct	Total	Narrative/Cost Allocation Methodology
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
TOTAL		\$ -	\$ -	TOTAL	\$ -

		Admin	Direct	Total
SUMMARY	Program Support	\$ 25.86	\$ 384.14	\$ 410.00

Other Program Support

B05-SP-1

(These instructions will not print)

Section 1-3. These sections apply the FTE ratio for the expenditures including: telephone, postage, copying, and utilities. Section 4 - Other Program Support allows you to use your own calculation method to allocate costs between Admin and Direct. Enter the Admin Amount and Direct Amount to calculate the Total Budget and provide adequate justification of the methodology used to allocate the costs; the methodology must be in line with your agency's cost allocation policy. Final determination resides with the Maricopa County Ryan White Part A Program.

Other Professional Service

Provider Entry Auto Calculation

Date Prepared: |

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 Southwest Center for HIV/AIDS Medical Case Management							
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 Southwest Center for HIV/AIDS Medical Case Management								
Vendor Name	Annual Premium	Percent To grant	Total Grant	Dates of Service	Admin	Direct Service	Description of Service	
a	SSCP	\$ 24,725.00	3%	\$ 741.75	March 1,2014-Feb 28, 2015	\$ 741.75		Umbrella, General Liability, Professional Liability Policies
Cost Method Used	Costs allocated based on the personnel time worked each month which generally mirrors salary allocation to programs. Costs are estimated based on historical data, including prior contract year.							
Budget Justification	Liability insurance is necessary and required by the terms of the grant.							
b		\$ -	\$ -		\$ -			
Cost Method Used								
Budget Justification								
c		\$ -	\$ -		\$ -			
Cost Method Used								
Budget Justification								
			TOTAL		\$ 741.75		\$ 741.75	

3 Rent/Space

Rent is considered 100% administrative

Rent/Space Southwest Center for HIV/AIDS Medical Case Management							
Vendor Name	Annual Rent	Percent to Grant	Total Grant	Dates of Service	Admin	Direct Service	Description of Service
a			\$ -		\$ -		
Cost Method Used							
Budget Justification							
			TOTAL		\$ -		\$ -

4 Other Professional Service

Other Professional Service Southwest Center for HIV/AIDS Medical Case Management							
Vendor Name	Hours Budgeted	Quoted Price*	Total Price	Admin Budget %	Admin	Direct Service	Description of Service
a	Security System	1	\$ 99.34	\$ 99.34		\$ -	\$ 99.34
Cost Method Used	Costs allocated based on the personnel time worked each month which generally mirrors salary allocation to programs. Costs are estimated based on historical data, including prior contract year.						
Budget Justification	Security is necessary to ensure that assets and client records are protected.						
b	HR and MIS Consulting	1	\$ 206.00	\$ 206.00		\$ -	\$ 206.00
Cost Method Used	Costs allocated based on the personnel time worked each month which generally mirrors salary allocation to programs. Costs are estimated based on historical data, including prior contract year.						
Budget Justification	Payroll processing and technology support are necessary to perform professional level services.						
c			\$ -		\$ -	\$ -	
Cost Method Used							
Budget Justification							
			\$ 305.34	TOTAL	\$ -	\$ 305.34	\$ 305.34

SUMMARY	Admin	Direct	Total
Other Prof. Svc	\$ 741.75	\$ 305.34	\$ 1,047.09

Other Professional B05-PF-1

(These instructions will not print)

For each section, indicated the provider of service(s), the rate, a detailed description of the services provided, the method of calculating the budget for this Part A grant and a narrative justification describing why is service is needed.
 Section 1-3. Auditing, Insurance and Rent have been determined by the Maricopa County Ryan White Program to be Administrative Services.
 Section 4 allows providers to indicate the percentage requested as administrative and direct service. Adequate explanation of the methodology used to allocate costs is required; final determination resides with the Maricopa County Ryan White Part A Program.
 If a vendor is not paid based on an hourly rate, enter a 1 for Hours Budgeted and the total cost of the service under Quoted Price.

Schedule of Deliverables

Provider Entry Auto Calculation

Date Prepared: 10/1/2013

Organization Name: Southwest Center for HIV/AIDS
 Service Category: Medical Case Management

Performance Measures:
 Number of New Clients: 45
 Number of Returning Clients:
 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 Initial Assessment	Evaluation/Care Plan	6	270	23	23	23	23	23	23	23	23	23	23	23	23	23	23	\$ -	-		
2 Monitoring	Re-evaluation/Follow-up: Emergent or high acuity	2	90	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	\$ -	-		
3 Crisis/Intervention	Coordination of services	4	180	15	15	15	15	15	15	15	15	15	15	15	15	15	15	\$ -	-		
4 Re-evaluation and adaptation		1	540	45	45	45	45	45	45	45	45	45	45	45	45	45	45	\$ -	-		
5		4	180	15	15	15	15	15	15	15	15	15	15	15	15	15	15	\$ -	-		
6																		\$ -	-		
7																		\$ -	-		
8																		\$ -	-		
9																		\$ -	-		
10																		\$ -	-		
11																		\$ -	-		
12																		\$ -	-		
13																		\$ -	-		
14																		\$ -	-		
15																		\$ -	-		
TOTAL				1,260	106	106	106	106	106	106	106	106	106	106	106	106	106	106	\$ -	-	
Total Budget																\$	58,567.86				
Over/(Under Budget)																\$	(58,567.86)				
Balance should equal zero																					

Instructions for Schedule of Deliverables (These instructions will not print)

Example

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.)		
FMCM Assessment	Face to face medical case management assessment.	1 unit = 15 minutes	1,128	94	94	94	94	94	94	94	94	94	94	94	94	94	94	\$ -	\$ -	
Food boxes	Food box	1 unit = 1 food box	3,396	283	283	283	283	283	283	283	283	283	283	283	283	283	283	\$ -	\$ -	
H0004 Ind Counseling	Individual counseling session	1 unit = 15 minutes	6,900	600	600	600	600	500	600	600	600	600	600	400	600	600	600	\$ 16.76	\$ 115,644.00	AHCCCS Rate

- 1 Enter the CAREWare Service Name and or/Code; i.e. HCPCS or CPT Codes
- 2 Service Name Description- Use this cell to provide the full service name or describe the service
- 3 Service Unit Definition- Enter the DEFINITION of 1 unit. i.e. 15 minutes
The Unit definitions for each service category can be found in the RWPA P&P Manual
- 4 The TOTAL NUMBER OF UNITS PROPOSED calculates automatically, based on the total number of units entered in the Schedule of Deliverables.
- 5 SCHEDULE OF DELIVERABLES: Enter the # of units BY MONTH proposed in the corresponding column and row.

Complete the information in the final 3 columns for Fee for Service Contracts Only

- 6 Enter the proposed fee for the corresponding activity/unit.
- 7 The Total Payment for each Activity/Unit calculates based on proposed # of units x proposed fee.
- 8 The TOTAL PAYMENT for all activity/units must equal the Total Budget from the Budget Summary.
- 9 In the final column, enter the source of the fee, i.e. AHCCCS, I H S, Negotiated Rate

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;
1. The quality of emerging HIV/AIDS therapies can make a difference in the lives of people living with HIV disease;
2. Changes in the economics of health care are affecting HIV/AIDS care network; and
3. 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.

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 CONTRACTOR ELIGIBILITY:

Eligible contractor for awards 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.
- 1.7.1.5 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 (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 1.7.1.6 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.

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.

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

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 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 REQUIRMENTS:

- 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.maricopa.gov/publichealth/Services/RyanWhite/providers.aspx>
- 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 <http://www.maricopa.gov/publichealth/Services/RyanWhite/providers.aspx>)

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 <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

CONTRACTOR SHALL PROVIDE CASE MANAGEMENT SERVICES WITH A PRIMARY FOCUS ON CAPACITY BUILDING. SERVICES SHALL BE PROVIDED AND STAFFING ALLOCATION SHALL BE AS PER THE APPROVED BUDGET AND SCHEDULE OF DELIVERABLES.

Meeting the Needs of the “People Living with AIDS” (PLW/A) Population

SWHIV for HIV/AIDS (SWHIV) has been one of the largest providers of support services for the PLW/A population since the very beginning of the AIDS crisis. Although the Maricopa County/Pinal County Eligible Metropolitan Area (EMA) has historically embraced separate agencies with unique areas of expertise in their “EMA without walls”, SWHIV would like to offer a collaborative model with the Minority AIDS Initiative providers. Historically, Care Directions has provided case management, Maricopa Integrated Health System (MIHS) has offered medical care and SWHIV has provided medical nutrition and behavioral health services. Now, it is time to develop a more integrated and centralized model in one location that incorporates all services, especially for those in the minority community.

The case management model, as it currently exists, is sound, with case managers who understand and deliver acceptable case management. However, an opportunity exists to develop a more integrated and supportive model that uses the medical case management model augmented by education, medication adherence, and cultural competency all in a central, public-transportation accessible location. And, a clinical care team focus is critical to sharpening the outcomes related to medical case management and the interaction with clients as they are charged with taking responsibility and improving their health especially given the goals of the Affordable Care Act.

Program design and expertise

Core program

SWHIV is proposing a case management program that provides core medical case management activities including initial assessment of service needs, development of a comprehensive care plan, coordination of services to successfully execute the care plan, tracking the client’s progress, and regular, systematic re-evaluation of the clients’ needs. We intend to implement a case management program that will closely follow the standards of care as outlined by the Ryan White Part A office and the Ryan White Planning Council. In order to meet the program goals and offer case management services to the largest, most diverse population possible, SWHIV will offer case management services in conjunction with Chicanos Por La Causa (CPLC) and EH (EH) at our new central location on Central Avenue and Portland, directly across the street from a major light rail station.

Program Description

Case management services will be rendered Monday through Friday at the SWHIV location. SWHIV will provide case management services by employing three full-time medical case managers and two full-time non-medical case managers who will be supervised by Jon Martin, a manager currently employed by SWHIV and who has a proven track record serving as a case manager for the PLW/A population.

On Mondays and Wednesdays, case managers from EH, and Tuesdays and Thursdays case managers from CPLC, will provide on-site case management services to the minority population at the central Phoenix location.

Whether services are rendered by SWHIV, CPLC or EH, all clients will receive the following services:

- Comprehensive individual assessment that will include reviewing the client’s status in terms of: medical, treatment adherence, dental, nutritional, mental health, psychosocial, substance abuse, financial, educational, social support, legal needs, transportation, housing, risk reduction, cultural factors, life skills, and functional capabilities. SWHIV will further hone the assessment by working closely with the Phoenix EMA Ryan White Part A office and using HRSA, Planning Council and HIV/QUAL guidelines. The assessment will include all the standard case management requirements but SWHIV will also add 1) a medical home model review to ensure clients are receiving all services that will positively contribute to their health and wellness, increase longevity, and reduce costs, including medical nutrition and behavioral health services, especially for complex patients who have co-morbid conditions, serious mental illness (SMI) diagnosis, domestic violence, are transgendered or are otherwise considered a special population, and 2) medication adherence tracking using new technology and focused efforts to increase medication adherence
- Treatment plans individualized for each client that address their HIV status, co-morbid conditions, resources and lifestyle issues.
- Ongoing individual consultations for each client with tailored education documented with progress notes.

SWHIV's case management services will be delivered as private consultations where the client is given personalized attention by the case manager. SWHIV's case managers will specifically encourage client-directed problem solving, and participation in decisions about treatment and care, while emphasizing self-care and the individual's goals for improved health. If a client has specific immediate needs, SWHIV employs clinical staff, including behavioral health therapists and a registered dietitian, to treat acute or emergent issues.

During the private consultation, the case managers at SWHIV will help HIV-infected and affected persons increase their quality of life and improve their health by offering:

- **Medical home model.** Assessments and treatment plans that offer goals and strategies to improve health through focus on the medical home model which incorporates primary care, behavioral health and nutrition.
- **Dental referrals.** Objective and cost conscious referrals to dental services.
- **Primary care management outside of RWPA.** Referrals to primary medical care and/or management of the primary care integration with support services (e.g. if a client receives support services but not primary care services through RWPA, SWHIV can provide unbiased and informed case management services)
- **Education about HIV.** By emphasizing and providing education about HIV, including offering clients' SWHIV's *Pizza and the Basics*, SWHIV will approach case management from a unique and different angle.
- **Reduced costs.** By encouraging self-determination and responsibility, SWHIV will drive down the costs of case management that have been exponentially increasing in recent years.
- **Food security.** Improved food security with referrals to food box sites and education about "Eating on a Budget."
- **A focus on wellness and self-care.** Knowledge about wellness living with HIV, incentives for personal responsibility and self-care, and education about HIV and a variety of medical co-morbid conditions including Hepatitis C, Diabetes – Type 1 and Type 2, High Blood Lipids, High Blood Pressure, Medication Intolerance, Diet and Medication Interactions, Gastrointestinal Disturbances, Food Intolerances/ Allergies, Weight Loss or Excessive Weight, Dental Problems, Unhealthy Diet Practices Related to Misinformation, Food Safety, and Activity and Exercise for Health will anchor the case management program at SWHIV.

Description of case management visit

A Client is seen initially for a one to one and a half hour visit at which time a complete case management assessment is performed that includes evaluation of the following: medical, treatment adherence, dental, nutritional, mental health, psychosocial, substance abuse, financial, educational, social support, legal needs, transportation, housing, risk reduction, cultural factors, life skills, and functional capabilities.

Using the initial assessment, the case manager identifies the clinical care team, creates a "treatment" plan and provides education. Special emphasis will be placed on medication adherence. The treatment plan outlines the goals that the client and clinician have determined are reachable for the next six months to a year. These goals are reviewed with and initialed by the client. Goals will focus on retention in care, support for behavioral health, nutrition, dental, transportation and social and life factors that impact the client's wellness. Medication adherence and an emphasis on personal responsibility supported by education will be the cornerstones of the SWHIV services approach.

SWHIV will extend case management services – and impact – by working collaboratively with CPLC and EH to serve not only as the entry point for newly diagnosed individuals seeking intake for case management or those not currently accessing services but also for those located in central Phoenix that have difficulty reaching CPLC and EH primary offices. By providing a place for CPLC and EH to meet their existing and new clients while being co-located with the McDowell Healthcare Facility (serving more than 3,500 patients annually) clients will benefit from a central location that will help them conserve their transportation funding. Of course, SWHIV will continue to be a collaborative member of the EMA and actively refer clients to the variety of community-wide HIV/AIDS service agencies, including those provided by Shanti, MIHS, Care Directions, and others.

In addition to our memorandums of understanding with CPLC and EH, SWHIV staff members participate in ongoing cultural competency training and maintain cooperative relationships with all ethnic community service providers. The agency provides quality service to all members equally and without bias or prejudice; therefore, all HIV/AIDS services are designed to reflect an understanding of issues facing current and emerging HIV/AIDS populations. SWHIV continues to increase access to quality services for culturally and ethnically diverse populations and has strategies in place to attract new participants from all populations. Our success can be measured

by high levels of participant satisfaction from a diverse group of individuals who represent the population of Maricopa and Pinal Counties. SWHIV recently completed the annual client services survey and is proud of the excellent scores reflected by the 145 clients who participated. When asked to rate their provider on the following activities, on a scale of 1 to 5 (1 is poor, 5 is excellent), our results ranged from 4.6 to 5 (93% to 99%). Interestingly, the two areas where we scored under this level were on types and times of services available. Results are below.

Service Goals and Expected Outcomes

The program goal for SWHIV’s case management services is to improve the overall quality of life for individuals living with HIV/AIDS. Each individual will develop skills to make informed decisions regarding their health and wellness through improved lifestyle choices and by pro-active case management.

Specifically, SWHIV has launched a program called Integrative Collaborative Care (ICC) that brings a variety of professionals together to improve the outcomes of our population. On the ICC team we have a primary care provider, behavioral health providers, a dietitian, a fitness expert, a nurse and a coordinator. The idea is to provide a clinical care team that will be responsible and engaged in the overall health, wellness and outcomes of the client’s individual progress. We are, in essence, “jump starting” and super charging our medical case management efforts. The program will establish baseline metrics and measures including CD4 count, viral load, medication adherence, and pain management, fitness, muscular strength, and smoking habits and then follow the results of the individualized intervention for the seventy-five clients participating in the program.

From a quality measurement perspective, we anticipate using the key measures already associated with the health outcomes established by the RWPA including the below questions but adding a few more where Medical Case Management (MCM) clients will:

- attend an HIV primary medical care visit every 6 months
- report increased adherence to their medication regimen
- receive treatment adherence counseling 60-120 days after starting ART/HAART
- if newly diagnosed, have initial medical appointment within 60 days of referral to agency
- have a measurable decrease in viral load in 90% of clients
- have an 85% increase in medication adherence
- be vaccinated for pneumonia
- be offered access to dental care
- be provided a nutritional assessment (NEW!)
- be provided a PHQ9 assessment for depression (NEW!)
- be assessed for pain (NEW!)
- be assessed for fitness (NEW!)
- be screened for smoking (NEW!)

We intend to provide one initial assessment and monthly progress checks/re-assessment for 330 medical case management clients and 370 non-medical case management clients. The initial assessments will be conducted for one and one-half hours. The progress checks will occur in 15-minute increments in addition to the annual assessment. We have allocated 1-2 units per month per client. We have also built in a re-assessment at the six-month mark. Desired outcomes for one-on-one consultations include:

- Retention in care
- Improved medication adherence

Acknowledging arrival	4.8	96%
Being respectful	4.9	97%
Handling appointment in a timely manner	4.7	95%
Ability to answer concerns	4.8	96%
Overall knowledge about programs and services	4.8	96%
Providing a caring environment	4.7	94%
Client communication	5	100%
Quality of Services	4.6	93%

PHQ-9 for depression, MOS-HIV, BMI, weight, flexibility, aerobic fitness, muscular strength, and smoking habits and then follow the results of the individualized intervention for the seventy-five clients participating in the program.

- Improved overall health due to personal responsibility for health and wellness
- Better decision making regarding health and wellness

Individual Outcomes are based on treatment goals that are created for the client's health and wellness needs. The key goals mentioned above will be critical in measuring individual outcomes in medical and non-medical case management services.

Community Integration

SWHIV is dedicated to collaboration and routinely refers clients to other Arizona AIDS service organizations as we ascertain the best and most appropriate services with the goals to avoid duplication of services, increase client access to care, eliminate barriers to care, reduce healthcare disparities by providing equitable treatment and connection to service, prevent gaps in service, and reduce competition between and among service agencies. For nearly 20 years, SWHIV has been co-located with the McDowell Healthcare Center as a result of our integrative partnership with MIHS. We share approximately 400 clients with McDowell Healthcare Center, and another 400 are shared with key primary care providers including Pueblo Medical Group (Dr. Doug Cunningham), Spectrum Medical Group (Dr. Thanes Vanig), and all of the HIV-focused physicians in the metropolitan Phoenix area. Additionally, since its inception, SWHIV has made referrals to the Phoenix EMA Ryan White Part A Central Eligibility Office. Our HIV testing program, one of the largest such programs in Arizona, regularly identifies new clients who are in need of Ryan White Part A services, and therefore makes immediate referrals to Central Eligibility.

Throughout our history, SWHIV has received referrals from a variety of community partners. Because we have provided nutritional services for more than 10 years, we regularly receive referrals from other Ryan White Part A providers for those services. Additionally clients are referred to SWHIV for HIV education, behavioral health counseling and groups, STI testing, and behavioral interventions. More details of our collaborations with the community are noted below.

Chicanos Por La Causa (CPLC): SWHIV frequently refers clients in need of Spanish language services to CPLC. In return, CPLC has referred clients to SWHIV's Pizza y Algo Mas HIV education program, Voces de Mujeres support group, and the Women's Lunch & Learn program. Additionally, SWHIV is providing space in its new facility for CPLC to offer Case Management services to their clients.

Ebony House (EH): SWHIV and EH have had a meaningful, strong partnership. SWHIV has made referrals to EH's in-patient substance abuse treatment programs, as well as their Brothers Helping Brothers support group for HIV positive African American men. EH regularly makes referrals to SWHIV's education programs, Men's and Women's Lunch & Learn program, Food for Thought educational dinner series, and other programs. In recent years, EH staff has offered the SISTA behavioral intervention at SWHIV, in conjunction with our Women's Lunch & Learn program. In early 2013, SWHIV staff offered the Positive Connections (Healthy Relationships) intervention at EH, in conjunction with the Brothers Helping Brothers group. Beginning this summer, SWHIV staff will begin offering HIV/STI and domestic violence educational presentations at EH's Elba House substance abuse treatment facility for women. And SWHIV is providing space in its new facility for EH to offer Case Management services to their clients.

Phoenix Shanti: SWHIV refers appropriate clients to Shanti for both housing and substance abuse treatment services. Shanti regularly refers clients to SWHIV's wellness services, Men's and Women's Lunch & Learn programs, and behavioral interventions.

Phoenix Veterans Affairs Health Care System—Carl T. Hayden VA Medical Center: The Infectious Disease Division of the Phoenix Veterans Affairs Health Care System has formed an agreement with SWHIV to refer HIV positive clients to our agency. This is a significant partnership for us as the Phoenix VA Health Care System has 350 HIV positive patients, and many of these individuals do not currently access the existing Ryan White care system.

Organization Description

SWHIV, formerly known as Body Positive, brings 24 years of experience to support those living with and at risk for HIV/AIDS. Our mission is to reduce infection, improve quality of life, and contribute to worldwide research for the HIV/AIDS community. Our facility is currently located in Central Phoenix at 1144 East McDowell Road, Suite 200. We are an HIV/ AIDS service provider in Central Arizona that provides clinical trial research, HIV prevention

education and testing, and wellness support services, include health and chronic disease education, behavioral health counseling, and medical nutrition.

Founded by a group of gay men living with HIV, our core focus has been on serving gay non-Hispanic Caucasian men as a priority at-risk population, and we have expanded our focus through the years to at-risk women, intravenous drug users, and Hispanic, African American, and Native American communities. We have invested significant resources into developing special expertise in correlating the prevention of domestic violence and partner violence with the prevention of HIV/AIDS, as well as focusing on at-risk youth in transition, and serving Veterans, who are especially at-risk after returning from serving in areas vulnerable to the spread of HIV/AIDS overseas and who are at-risk due to post-traumatic stress disorder in the U.S.



Staff members

SWHIV is comprised of 31 staff members; 25 are full-time, and 6 are part-time. Of our current staff, 74 percent are white (23 staff), 26 percent are people of color (8 staff), 16 percent are Latino/a (5 staff), two staff members are African-American, and one staff person is Asian. More than 22 percent of our staff publicly identifies as being HIV positive.

SWHIV's senior staff features more than four decades of senior management expertise. Interim Executive Director, Larry Volkmar, RN, MBA, former President and CEO of Banner Good Samaritan, has served the medical community in Phoenix, Arizona for more than 6 years and brings more than 20 years of senior healthcare administration and corporate management experience. Steve Ward serves as Chief Financial Officer and Chief Operations Officer, overseeing all financial and grant reporting, human resources, and facility operation. Andrea Norman, MBA serves as the Director of Research and Health Services. Mesha Davis, MBA, serves as Chief Development Officer, and Tom Awai, MEP, serves as Director of Community Center Outreach.

Programs

Overall, SWHIV provides a variety of support services to the HIV/AIDS community. We provide behavioral health services to nearly 500 clients, medical nutrition to nearly 800 clients, and we offer more than 13 prevention and education programs tailored to meet the cultural, linguistic, and socioeconomic needs of our target audience. We provide wellness services to our community by partnering with local universities and colleges to offer complementary, alternative medical services to our clients at no charge. We operate a high-volume, well-respected HIV testing program that tests approximately 2,100 individuals annually. At SWHIV, we link people diagnosed with HIV/AIDS immediately to healthcare. Case management services will add another level of care and service that will powerfully link SWHIV's programs and clientele with other community agencies.

Future expansion and opportunity for integrated care

A voter-approved City of Phoenix 2006 bond issue included the purchase of a building for SWHIV to develop an HIV community health and education center. As managing director, SWHIV selected a 50,000 square-foot facility that for more than five decades was the home to the local Gannett/NBC television news station. The building is steps away from light rail and public bus transportation in the center of the downtown Phoenix urban core. SWHIV expects to move into the renovated facility by August of 2013.

SWHIV and our long-term program partner, Maricopa Integrated Health System (McDowell Healthcare Center, the state's largest public HIV/AIDS primary care clinic), currently operate in the same building, and both will move to the new facility. This strategic partnership provides integrated HIV/AIDS primary care and support services for men, women and youth of all ages and ethnic backgrounds, including the lesbian, gay, bisexual, transgender and questioning (LGBTQ) community.

Quality Initiatives

SWHIV maintains high standards in quality management and contract compliance issues. In addition to the quality indicators and outcome measures discussed previously in this proposal, we continually monitor compliance with all contract objectives including client eligibility. Previously, random audits were conducted on client charts to ensure all documentation was correct and available. However, we determined that a higher level of scrutiny was needed in order to ensure that appropriate therapeutic care and documentation are consistent with the care and treatment plan, and the documentation meets the standards set by the Ryan White Part A office. In order to implement this higher level of internal scrutiny, we implemented daily audits, increased the hours and responsibility of our compliance manager, and increased senior management focus and support related to continuous quality improvement.

In the current and past Ryan White contracting experience, the agency has worked with the Quality Management Office to improve quality outcomes, administer the required annual surveys and participate in overall, continuous improvement opportunities for SWHIV and ultimately, for HIV/AIDS care in the Phoenix EMA. SWHIV is committed to continued quality improvement and effective outcome measures for all services offered.

Personnel and Staffing Model

Actual staffing shall be as allocated in the approved budget.

All SWHIV programs are built upon a foundation that integrates support, knowledge, advocacy, expertise and cooperation. The staffing model for the proposed services includes existing key staff, which includes one administrative director, one programs manager (in-kind), one existing program manager who will move into the case manager “lead” position, one quality control manager, and one front office staff. One medical case manager position will be filled. The administrative director and quality control manager will manage the grant specifics and the quality control and billing efforts. The programs manager will provide direct oversight of service delivery. The case managers will provide all direct case management services. The entire Case Management staff will include:

Andrea Norman, MBA

Administrative and Grant Director

Jon Martin

Program Oversight

3 Medical Case Managers (to be hired)

2 Non-Medical Case Managers (to be hired)

Gay HIV-Positive community: Historically, our organization served a significant population of gay men living with or at risk for acquiring HIV. Founded by Kirk Baxter, a HIV-positive gay man, SWHIV has always been a welcome haven for the LGBTQ community in central Arizona. We have significantly invested in the gay community by not only providing HIV services but also participating in the Gay Pride parade, Rainbows Festival, gay-owned businesses, and the gay-oriented media. We have launched the POKE (prevention, knowledge, outreach and empowerment), our gay-specific community outreach program.

Our programs continue to be tailored to serve our largest population: HIV positive gay men, while still acknowledging the increasing amount of straight men and women who are afflicted with the disease. We provide support groups targeted to all HIV positive people. Our wellness services, including mental health and medical nutrition are provided by staff with significant experience. We also provide support groups and educational workshops focused on people who are aging with HIV. This is vital given the aging of many HIV positive people who are living with a chronic illness instead of a terminal one due to antiretroviral medications.

The SWHIV provides weekly group health education and lunches for the diverse mix of HIV positive individuals. Topics include: Living well with HIV, HIV as a chronic manageable disease, the value of dental care, co-morbidities related to HIV/AIDS, aging with HIV, medical adherence, and life skills.

A majority of our programming focuses on serving HIV positive people and a significant majority of our clients self-report as being gay or bisexual men.

One example of our commitment to the LGBTQ population revolves around the Healthcare Equality Index. In 2012, SWHIV received the highest ranking from the Human Rights Campaign (HRC) on their annual Healthcare Equality Index (HEI). The HEI is an annual report created by HRC that documents the adherence of healthcare organizations to

standards regarding competency in providing quality healthcare to Lesbian, Gay, Bisexual and Transgender individuals. The HRC reviews organizational policy and capacity to provide culturally competent healthcare to LGBT clients. Specifically, they reviewed policies, procedures, training curricula, data collection and client grievance/complaint processes specifically focused on LGBT healthcare competency.

In addition, our client population has grown and diversified to include multiple groups and communities in Maricopa County affected by HIV disease. Programs tailored to these populations include:

Domestic Violence and HIV: Our Women's Health Empowerment Program and our Domestic Violence and HIV Program are two examples of interventions that utilize curricula we developed. Both include pre- and post-tests that document significant knowledge gains and readiness to take steps to decrease risk. These programs are focused on women at high risk for acquiring HIV, and are funded by a large charitable contribution, as well as local governments. Both interventions are provided to more than 2,000 women annually at more than 12 partner community, social service and domestic violence agencies. The programs include mobile HIV testing provided by one our HIV testing staff at each partner organization following a group level HIV/STD prevention workshop.

Youth in Transition: We also provide programs targeting HIV positive youth 18-24 through our partnership with Phoenix Children's Hospital (PCH) Bill Holt Pediatric HIV Clinic. Our Youth Transitions program helps to transition PCH clients to adult medical care as they age out of pediatric care. We are working collaboratively to develop our Annual HIV Positive Youth Summits held every fall and providing current health, self-advocacy and prevention education to our shared youth clients. We also provide multiple HIV prevention programs targeting different high risk populations of unknown HIV status.

Women and HIV: SWHIV also provides programming targeting women who are living with HIV, such as our Women's Day Educational Lunch and multiple support groups. Our Child Watch program ensures women with children can leave their children with trained staff in a safe space while mom accesses critical care offered by SWHIV and our partner MIHS/McDowell Healthcare Center. Our Child Watch program was the vision of one of our staff members who is a mother living with HIV. She realized from her own experience that a program like this was necessary to help women access care, proposed the concept to the organization management and the program became reality.

The poor and working poor: We serve Arizona men, women, seniors, minorities, children and at-risk youth, the homeless, immigrants and families, most of whom are living below the federal poverty level.

Diverse populations: Approximately 84 percent of the population served at SWHIV is men over the age of 25, 13 percent are women over the age of 25 and 3 percent are youth. Approximately 50 percent are White or non-Hispanic; 28 percent are Hispanic, 6 percent are Black, and 16 percent are bi-racial or classified as Native American, Asian-Pacific Islander and other.

Cultural Competence and Accessibility

Culturally competent programming serves as the foundation of the SWHIV's offerings. As one of Arizona's oldest and one of the largest nonprofit HIV/AIDS service organizations in Arizona, we have been on the front lines of the fight against HIV and AIDS since our founders first joined forces in 1988 to address the HIV/AIDS crisis. From the very beginning we were committed to the unique cultural factors that impact people and continue to provide a distinctive combination of prevention, research and wellness support services in an integrated care model that respects and embraces the diversity of people accessing our care. Our client population has grown and diversified to include multiple groups and ethnic communities in Maricopa County affected by HIV disease.

It is important to note that many SWHIV programs, including HIV prevention and education programs are provided in both English and Spanish. Groups are held separately in English and Spanish and are provided by staff members who represent the culture of the client group.

We have an existing contract with Pacific Interpreters, an American Sign Language provider, and staff who are fluent in Spanish. Due to our contract with Pacific Interpreters, we can competently offer services to clients in 78 languages. We recently passed a CLAS audit conducted by AHCCCS/Magellan and have conducted CLAS training for our staff.

SWHIV's Board of Directors and senior management team purposefully and actively recruit to ensure diversity of age, ethnicity, gender, sexual orientation, race, professional background, geographic representation within our service area, and representation of the HIV-positive community. Our Board Bylaws state that SWHIV: "shall not, in any way, discriminate against any person or group of persons, regardless of race, religious preference, sex, age, creed, sexual orientation, gender identity or expression, ethnic origin, disability or HIV status."

SWHIV has established policies, protocols, and annual training/evaluation for staff regarding safe work practices, OSHA and HIPAA regulations, and cultural competency. All newly hired staff are required to complete a cultural competency webinar immediately upon hire. Trainings are also provided by the AIDS Education Training Center (AETC) on current trends related to HIV. HIPAA, OSHA, and cultural competency compliance is assessed annually during employee evaluations. SWHIV has been in operation for 25 years. During this time, we have developed a deep understanding of our clients and established a strong positive presence in the communities we serve. The diversity of people accessing our services, including our HIV testing services shows that SWHIV is closely connected with the populations at highest risk for HIV disease. This relationship has been, and will continue to be, essential in meeting our clients where they are – physically, emotionally, and mentally. Additionally, hiring processes include consideration of the communities' interpersonal styles, cultural beliefs, practices, and preferred languages; with an aim toward building and maintaining a staff makeup that mirrors the communities' to the greatest extent possible.



Our staff members are required to proactively seek ways to deliver services in the language, style, and cultural context that would be most effective and comfortable for the client. Our intake forms and progress notes specifically prompt staff to ask the client about their preferences.

In addition, SWHIV has a close relationship with organizations focused on serving minority communities, such as Valle Del Sol, Chicanos Por La Causa, and EH. In fact, EH provides an ADHS-funded "Sista" intervention at SWHIV's lunch series for women clients several times each year. This is evidence of a strong partnership at work. A Spanish speaking Latina case manager at Care Directions (one of our partner organizations) recently co-facilitated multiple workshops with our Spanish speaking Education Programs Coordinator, Diana Diaz. These relationships enable SWHIV to expand services by leveraging the capacity that exists within the system of HIV service providers. Moreover, we are displaying the "I SPEAK" posters available through the Census Bureau and the Department of Justice. Knowing that Arizona's literacy rate is between 80 and 85 percent and the underserved population is disproportionately at a Level 1 literacy rate, SWHIV enforces a practice to filter all of the agency's relevant direct client program materials through the Flesch-Kincaid reading level assessment to ensure that materials are written at the 6.5 grade level or below.

Resumes

Andrea L. Norman, MBA

Andrea Norman, MBA, is the Director of Research and Health Services at the Southwest Center for HIV/AIDS. At the Southwest Center she leads a staff of 20 while managing several key areas of the agency including: medical nutrition, the behavioral health practice, clinical trials and research, client administration, partnerships with educational institutions, and federal healthcare programs, including Ryan White and AHCCCS/Magellan. In addition to her leadership role, she handles grant management and funding, licensure, communication, quality/compliance and regulatory oversight. Andrea's background includes leadership roles at IBM, PriceWaterhouseCoopers, Leo A Daly Architects, and her own small business. Andrea is pursuing a post-graduate Healthcare Informatics and Exchange Specialist Certificate from University of Colorado, Denver as a recipient of a federal HITECH scholarship. Previously, Andrea earned an MBA from the University of Southern California in Finance, where she was a Simonsen Fellow.

Jon Martin

Experience

2011-Present Southwest Center for HIV/AIDS Phoenix, AZ

Prevention and Education Programs Manager

2006-2011 Ebony House Outreach Phoenix, AZ

Case Manager

Ryan White Part A Case Manager for clients living with HIV/AIDS
 In charge of billing for various grant programs for agency
 Administrative and clerical duties
 Taught Health Education/Risk Reduction Classes

2003-2006 Arizona State University Tempe, AZ

University Instructor

Designed and taught undergraduate classes in Human Communications.
 Subjects included Group Communication, Intercultural Communication,
 Advertising and Identity, and Popular Cultural Criticism
 Teaching Excellence Award 3-time nominee.

2002-2003 San Francisco State University San Francisco, CA

University Instructor

Taught undergraduate classes in Speech/Communication.
 Conducted original qualitative research.

Education

BA Japanese from San Francisco State University 1999
 BA International-Intercultural Studies from University of Montevallo,
 Montevallo, AL 1991

Volunteer Experience

2010 AIDS Walk Phoenix Paws For The Cause Committee Chair: Secured sponsors (both national and local businesses), promoted registration and fundraising competition among participants, created and executed a promotional plan that involved social media (Facebook, Twitter), email, print promotion, as well as took part in radio and TV promotion of the event as a whole. Under my leadership, Paws For The Cause earned more than the two previous years combined.

2009 AIDS Walk Phoenix Steering Committee Secretary

HIV Medical Case Manager Job Description

Job Summary

The Medical Case Manager reports to the Director of Research and Health Services. The primary objectives of this position are to facilitate access to primary medical care through a process of linkage to medical services and reduce barriers to care, and facilitate access to community services as a process of enabling linkage to medical care and other needed services. To perform this job successfully, he/she must be able to carry out each essential duty with solid self-management and time management skills and demonstration of solid decision making and project management judgment.

Responsibilities

Responsibilities include, but are not limited to:

- Initial assessment of the clients' service needs
- Development of a comprehensive, individualized care plan
- Coordination of services required to implement the care plan
- Continuous client monitoring to assess the efficacy of the plan
- Periodic re-evaluation and adaptation of the plan at least every 6 months, during the enrollment of the client

Qualifications

Minimum Education and Experience:

- Preferably, the medical case manager will have a minimum of a bachelor's degree from an accredited college in a field related to case management such as social work, nursing, public health or other human services related field
- Comparable professional knowledge, skills, and abilities that documents four years of experience specific to case management may be substituted for the degree. Case management training may include psychosocial assessment of clients; interdisciplinary care coordination; monitoring of health and social service delivery to maximize efficiency/cost-effectiveness; knowledge of the resources available to target populations; development and utilization of client-centered care plans; data privacy and confidentiality.

Skills, Knowledge and Abilities:

- Excellent written and oral communication skills
- Excellent planning and time management skills
- Knowledge of HIV/AIDS and its treatment, as well as common co-occurring diseases and conditions
- Ability to consistently work from an empathetic and client-centered perspective
- Ability to maintain client confidentiality
- Ability to work in an agency whose clients and staff exhibit significant diversity with respect to race, ethnicity, sexual and gender orientation, socioeconomic status, nationality, and religion

Working Conditions and Environment

This position is located in an office setting. The building is accessible and smoke free. Significant offsite work, including client home visits, will be required. This position works during normal business hours, but may include evening and/or weekend hours as deemed necessary.

This job description serves only as a general description of anticipated day-to-day responsibilities of the position. Management retains the discretion to add duties or change the duties of this position at any time.

HIV Non- Medical Case Manager Job Description

Job Summary

The Non-Medical Case Manager reports to the Director of Research and Health Services. The primary objective of this position is to facilitate clients' access to, and retention in medical care and other needed community services. To perform this job successfully, he/she must be able to carry out each essential duty with solid self-management and time management skills and demonstration of solid decision making and project management judgment.

Responsibilities

Responsibilities include, but are not limited to the provision of advice and assistance in obtaining needed services, including medical, social, community, legal, and financial services. Non-medical case management does *not* involve coordination and follow-up of medical treatments, as medical case management does. Specific duties will include, but not be limited to:

- Assessment of service needs
- Development of a comprehensive, individualized care plan
- Assessment of the efficacy of the plan
- Periodic re-evaluation and adaptation of the plan at least every 6 months, during the enrollment of the client

Qualifications

Minimum Education and Experience:

- Preferably, the medical case manager will have a minimum of a bachelor's degree from an accredited college in a field related to case management such as social work, nursing, public health or other human services related field, or
- Comparable professional knowledge, skills, and abilities that documents at least three years of experience specific to case management may be substituted for the degree. Case management training may include psychosocial assessment of clients; interdisciplinary care coordination; monitoring of health and social service delivery to maximize efficiency/cost-effectiveness; knowledge of the resources available to target populations; development and utilization of client-centered care plans; data privacy and confidentiality.

Skills, Knowledge and Abilities:

- Excellent written and oral communication skills
- Excellent planning and time management skills
- Knowledge of HIV/AIDS and its treatment, as well as common co-occurring diseases and conditions
- Ability to consistently work from an empathetic and client-centered perspective
- Ability to maintain client confidentiality
- Ability to work in an agency whose clients and staff exhibit significant diversity with respect to race, ethnicity, sexual and gender orientation, socioeconomic status, nationality, and religion

Working Conditions and Environment

This position is located in an office setting. The building is accessible and smoke free. Significant offsite work, including client home visits, will be required. This position works during normal business hours, but may include evening and/or weekend hours as deemed necessary.

This job description serves only as a general description of anticipated day-to-day responsibilities of the position. Management retains the discretion to add duties or change the duties of this position at any time.

Larry Volkmar, RN, MBA
Interim Executive Director



Southwest Center for HIV/AIDS
Prevention • Wellness • Research
1144 East McDowell Road, Ste 200
Phoenix, Arizona 85006
602.307.5330 • 602.307.5021 fax
swshiv.org



AMENDMENT No. 1
 To
**SERIAL 13054-RFP RYAN WHITE PART A SERVICES – MEDICAL AND NON-MEDICAL CASE
 MANAGEMENT SERVICES**
 Between
Southwest Center for HIV/AIDS
 &
 Maricopa County, Arizona

WHEREAS, Maricopa County, Arizona (“County”) and Southwest Center for HIV/AIDS have entered into a Contract for Ryan White Part A Services – Medical and Non-Medical Case Management Services dated February 26, 2014 (“Agreement”) and effective March 1, 2014, County Contract No. 13054-RFP.

WHEREAS, County and Southwest Center for HIV/AIDS have agreed to further modify the Agreement by changing certain terms and conditions;

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

Section 4.38:

Add the following language to the contract terms:

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

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

Section 4.22:

Remove the following language to the contract terms:

~~4.22 — ALTERNATIVE DISPUTE RESOLUTION:~~

~~4.22.1 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:~~

~~4.22.1.1 Render a decision;~~

~~4.22.1.2 Notify the parties that the exhibits are available for retrieval; and~~

~~4.22.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).~~

~~4.22.1.4 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.~~

~~4.22.2 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.~~

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

SOUTHWEST CENTER FOR HIV/AIDS



Authorized Signature

Bruce R. Weiss, M.S.W. Interim Executive Director

Printed Name and Title

5/1/14
Date

MARICOPA COUNTY:



Chief Procurement Officer

5/15/14
Date

SOUTHWEST CENTER FOR HIV/AIDS, 1144 E MCDOWELL RD, STE 200, PHOENIX, AZ 85006

PRICING SHEET: 94848

Terms:	NET 30
Vendor Number:	2011002905 0
Telephone Number:	602-307-5330
Fax Number:	602-307-5021
Contact Person:	Andrea Norman
E-mail Address:	anorman@swhiv.org
Certificates of Insurance	Required
Contract Period:	To cover the period ending February 28, 2019.