

**SERIAL 12097 RFP RYAN WHITE PART A SERVICES – OUTPATIENT MENTAL HEALTH AND
SUBSTANCE ABUSE SERVICES (Chicanos Por La Causa)**

DATE OF LAST REVISION: June 13, 2014

CONTRACT END DATE: February 28, 2018

**AMENDMENT #1 (DTD 06/13/14) PLEASE SEE THE REMOVAL OF SECTIONS 4.16 & 4.21 AND
THE ADDITION OF SECTION 4.27 – 4.38**

CONTRACT PERIOD THROUGH FEBRUARY 28, 2018

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **RYAN WHITE PART A SERVICES – OUTPATIENT MENTAL HEALTH AND
SUBSTANCE ABUSE SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 20, 2013**.

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

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

AS/ub
Attach

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

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

EXHIBIT A

SERVICE PROVIDER APPLICATION

Organization: Chicanos Por La Causa, Inc.

Address: 1112 E. Buckeye Road

City: Phoenix State: AZ Zip: 85034

Telephone: (602) 257-0700

Executive Director/CEO: Edmundo Hidalgo

Person completing this form: Carole Berwald Contact Telephone: (602) 257-6711

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

Years in Business: 43

Maricopa County Vendor Registration Complete: Yes No Vendor Number: W0000076079

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

Service Site Location #1:

Organization: Chicanos Por La Causa, Inc., LUCES Program

Address: 1402 S. Central Ave.

City: Phoenix State: AZ Zip: 85004

Telephone: (602) 253-4247

Service Site Location #2:

Organization:

Address:

City: State: Zip:

Telephone:

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

What Geographic Location(s) do you plan to serve (See Exhibit 3)?
PSA 1 - 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 YES

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

If your response is ~~yes~~ 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 No

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

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

Grant fund 1: Since:

Grant fund 2: Since:

Grant fund 3: Since:

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

If yes, describe your system:

Yes, our financial system allows us to create separate funds and projects to separate and allocate respective expenses to each grant.

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

Do you have a financial system in place that will allow you to perform third party billing to ensure that funds used under this contract are the payer of last resort (applicable if other payer sources are possible)? Yes No

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

Organizational Chart attached? Yes No

Resumes attached? Yes No

Licenses /Credentials attached? Yes No

EXHIBIT B-1

PRICING & BUDGET FORM
MENTAL HEALTH

DATE PREPARED	<u>8/7/12</u>	
PREPARED BY:	<u>Maclovia Morales</u>	
NAME OF ORGANIZATION:	<u>Chicanos Por La Causa Inc.</u>	
Fed. Employee ID # (FEIN)	<u>86-0227210</u>	
DUNS #	<u>136249609</u>	
ADDRESS:	<u>1402 S. Central Ave</u>	
	<u>Phoenix, AZ 85004</u>	
AUTHORIZED CONTACT	<u>Dottie O'Connell</u>	
TELEPHONE	<u>602-257-0700</u>	FAX <u>602-307-97-52</u>
E-MAIL	<u>DOTTIE.OCONNELL@CPLC.ORG</u>	
PRIMARY CONTACT	<u>Maclovia Morales</u>	
TELEPHONE	<u>602-253-4247</u>	FAX <u>602-258-1206</u>
EMAIL	<u>MACLOVIA.ZEPEDA@CPLC.ORG</u>	
CONTRACT NUMBER		
SERVICE CATEGORY	<u>Mental Health</u>	
BUDGET PERIOD:	<u>3/1/2013</u>	<u>2/28/2014</u>
	Start Date	End Date
CONTRACT AMOUNT	<u>\$120,000.00</u>	

Date Prepared: **8/7/2012**

(Section I)

Organization
Service Category
Budget Period

Chicanos Por La Causa Inc.
Mental Health
March 1, 2013 Through February 28, 2014

(Section II)

		Contract Amount		
		\$120,000.00		
Operating Expenses		Administrative Budget	Direct Service Budget	Total Budget
		FTES	0.00	1.73
Personnel:	Salaries	-	\$82,233.01	\$82,233.01
Personnel:	Fringe/Benefits	-	19,579.68	19,579.68
Subtotal: Personnel/Fringe Benefits		-	101,812.69	101,812.69
Other Operating Expenses				
Travel		-	1,661.00	1,661.00
Supplies		-	4,617.22	4,617.22
Equipment		-	-	-
Contractual		-	-	-
Program Support		-	1,000.00	1,000.00
Other Professional Services		-	-	-
Subtotal: Other Operating Expenses		-	7,278.22	7,278.22
Total Operating Expenses		-	109,090.91	109,090.91
(Personnel and Other Direct Costs)				
Indirect Costs		-	10,909.09	10,909.09
Enter Indirect Cost Rate (may not exceed 10% of Direct Costs)	10.00%	<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		10,909.09	109,090.91	120,000.00
	(Admin-Percent of Direct Costs)	10.00%		
Administration may not exceed 10% of Direct Costs				
CONTRACT BALANCE	(Contract Revenue less Total Costs of Contract)			\$0.00

*The Contract Balance should equal zero.

Budget Summary **B05-SU-1**

This form summarizes all of the line items in the submitted budget packet for the award listed in the Cover Page.
 If completing this form electronically, the information will automatically populate as the budget packet is completed:

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

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

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

2 Administrative costs relate to oversight and management of CARE Act funds: The Administrative Costs Column, including indirect cost, cannot exceed 10% of Direct Costs.

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

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

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

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

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

negotiated indirect rates will be accepted unless an

exception is approved by the HHS.

3 Contract Balance - This cell calculates the amount of the contract less the projected costs. This number should equal 0.

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

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

Date Prepared: **8/7/2012**

Provider Entry	Auto Calculation	Fringe Benefit Rate 23.81%
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1 Staffing

Staffing Chicanos Por La Causa Inc. Mental Health

Position Title	Last Name	Annual Hours	% RWPA	FTE	Hourly Rate	Salary Applied to grant per FTE	Benefits Applied to grant per FTE	Job Status A, D or A/D	% Applied as Administrative	Gross Admin Salary	Gross Admin Benefits	Direct Service Salary	Direct Service Benefits
1 Program Director	Morales	2080	45.00%	0.4500	\$28.78	\$26,938.08	\$6,413.96	D	0%	-	-	\$26,938.08	\$6,413.96
This person will be responsible in the provision of MH services individually and will provide group services. Ms. Morales has over 15 years of providing Bh services and is classified as a Behavioral Health Tech in the state of Arizona.													
2 Clinical Supervisor	Angulo	2080	67.00%	0.6700	\$22.27	\$31,035.47	\$7,389.55	D	0%	-	-	\$31,035.47	\$7,389.55
This person will be responsible in the provision of MH services both individually and in group setting. Mr. Angulo is a licensed SA counselor and is classified as a Behavioral Health Professional in the state of Arizona.													
3 Adult Clinician	Lozano	2080	61.00%	0.6100	\$19.12	\$24,259.46	\$5,776.18	D	0%	-	-	\$24,259.46	\$5,776.18
This person will be responsible in the provision of MH services both individually and in group setting. Ms. Lozano is a MSW and is classified as a Behavioral Health Tech in the state of Arizona.													
4				0.0000		\$-	\$-			-	-	\$-	\$-
Description													
5				0.0000		\$-	\$-			-	-	\$-	\$-
Description													
6				0.0000		\$-	\$-			-	-	\$-	\$-
Description													
7				0.0000		\$-	\$-			-	-	\$-	\$-

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

Benefits Name	Percent
FICA	6.20%
Medicare	1.45%
Workers Comp	0.93%
Unemployment	0.94%
Disability	0.29%
Med. Insurance	6.00%
Dental	1.00%
Retirement	7.00%
TOTAL	23.81%

Description												
			0.0000		\$-	\$-			-	-	\$-	\$-

Description												
-------------	--	--	--	--	--	--	--	--	--	--	--	--

Subtotal Personnel			1.73		\$82,233.01	\$19,579.68			\$-	\$-	\$82,233.01	\$19,579.68
Subtotal from Personnel Continuation Sheet			0.00		\$-	\$-			\$-	\$-	\$-	\$-
TOTAL Personnel			1.73		\$82,233.01	\$19,579.68			\$-	\$-	\$82,233.01	\$19,579.68

(Admin)	0.00	FTE	Percent Admin	0%
(Direct Service)	1.73	FTE	Percent Direct	100%

Total 1.73 FTE 100%

Staffing Continuation Sheet (Page 2 of 2) Chicanos Por La Causa Inc. Mental Health

	Position Title	Last Name	Annual Hours	% RWPA	FTE	Hourly Rate	Salary Applied to grant per FTE	Benefits Applied to grant per FTE	Job Status A, D or A/D	% Applied as Administrative	Gross Admin Salary	Gross Admin Benefits	Direct Service Salary	Direct Service Benefits
9					0.0000		\$-	\$-			-	-	\$-	\$-
	Description													
10					0.0000		\$-	\$-			-	-	\$-	\$-
	Description													
11					0.0000		\$-	\$-			-	-	\$-	\$-
	Description													
12					0.0000		\$-	\$-			-	-	\$-	\$-
	Description													
13					0.0000		\$-	\$-			-	-	\$-	\$-
	Description													
14					0.0000		\$-	\$-			-	-	\$-	\$-
	Description													
15					0.0000		\$-	\$-			-	-	\$-	\$-
	Description													
16					0.0000		\$-	\$-			-	-	\$-	\$-
	Description													
17					0.0000		\$-	\$-			-	-	\$-	\$-
	Description													
	Subtotal to Page 1				0.00		\$ -	\$-			-	-	\$-	\$-

TRAVEL

Provider Entry Auto Calculation

Date Prepared: 8/7/2012

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

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

Mileage Chicanos Por La Causa Inc. Mental Health							
		Mileage Rate					
		\$0.55					
	FTE	Annual Miles Budgeted (Per 1 FTE)*	Miles Applied to Grant	Total Budget	Admin	Direct Svc	Narrative Justification
1	Admin		0	\$-	\$-	\$-	Miles used to and from home/offsite visits. 2000 miles for the next fiscal year has been projected based on the miles that occurred in the past two fiscal years and factoring in additional clients. Miles will be used for clients who cannot attend in-office sessions due to transportation barriers or clients who request in-home sessions. An average of 166.6 miles per month will be traveled.
2	Direct Svc	1.51	3020	\$1,661.00		\$1,661.00	
TOTAL		2000	3020	\$1,661.00	\$-	\$1,661.00	\$1,661.00

(Total Miles applied to this grant)

*Note - Budget annual mileage for 1 FTE.

- 2 Other Allowable Travel** (car rental, parking, fees, etc.)
 Ryan White Part A has determined that costs included in this section are Administrative Costs.

Other Allowable Travel Chicanos Por La Causa Inc. Mental Health							
Dates of Travel				Total Budget	Admin	Direct Svc	Narrative Justification
1	Cost			\$-	\$-	0	
	Line Item					0	
2	Cost			\$-	\$-	0	
	Line Item					0	
3	Cost			\$-	\$-	0	
	Line Item					0	
				\$-	\$-	-	\$-

SUMMARY	(Travel)		Admin	Direct Service	Total
			\$-	\$1,661.00	\$1,661.00

SUPPLIES

Provider Entry Auto Calculation

Date Prepared: 8/7/2012

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

- 1 **General Office Supplies:** (Apply at FTE Ratio from the Budgeted Personnel Page)
Pens, paper, toner and general supplies that are used to run an office.

General Office Supplies Chicanos Por La Causa Inc. Mental Health					
Item	Annual Budget	% Admin 0%	% Direct 100%	Total 100%	Narrative Description/Cost Allocation Methodology
1 Paper and pens	\$2,830.75	\$-	\$2,830.75	\$2,830.75	For the documentation of direct services. Cost based on units provided per client.
2		\$-	\$-	\$-	
3		\$-	\$-	\$-	
4		\$-	\$-	\$-	
5		\$-	\$-	\$-	
TOTAL		\$-	\$2,830.75	TOTAL	\$2,830.75

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

Program Supplies Chicanos Por La Causa Inc. Mental Health					
Item	Annual Budget	Admin	Direct		Narrative Description/Cost Allocation Methodology
1 art supplies, toner, water, files	\$1,786.47	\$-	\$1,786.47		For the reproduction of direct service documentation, to be used directly with clients during individual sessions, for the storage of clinical documentation for clients. Cost is based on units provided per client . Art supplies will be purchased for the use of art therapy, journaling and other activities related to client's treatment. Water justification: Some people may be more vulnerable to contaminants in drinking water than the general population. People with severely compromised immune systems, such as people with cancer undergoing chemotherapy, people who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections.
2			\$-		
3			\$-		
4			\$-		
5			\$-		
TOTAL		\$-	\$1,786.47	TOTAL	\$1,786.47

	Admin	Direct	Total
SUMMARY (Supplies)	\$-	\$4,617.22	\$4,617.22

EQUIPMENT

Provider Entry	Auto Calculation
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Date Prepared: 8/7/2012

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

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

Equipment less than \$5,000 Chicanos Por La Causa Inc. Mental Health				
Item Budgeted	Admin	Direct Service	Total	Narrative Description/Cost Allocation Methodology
1			\$-	
2			\$-	
3			\$-	
4			\$-	
5			\$-	
			\$-	
TOTAL	\$-	\$-	TOTAL	\$-

Equipment \$5,000 or greater

Equipment \$5,000 or greater Chicanos Por La Causa Inc. Mental Health				
Item Budgeted	Admin Amount	Direct Amount	Total	Narrative Description/Cost Allocation Methodology
1			\$-	
2			\$-	
3			\$-	
4			\$-	
TOTAL	\$-	\$-	TOTAL	\$-

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

Contractual

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

Date Prepared: 8/7/2012

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

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

1. Consulting/Professional Contract Labor/Clerical Support

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

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

1. Consulting/Professional Contract Labor/Clerical Support Chicanos Por La Causa Inc. Mental Health								
Consultant	Annual Budgeted Hours	Quoted Rate	Total Budget	Admin Budget %	Admin Budget	Direct Service Budget	Dates of Service	
Name								
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				SUBTOTAL	\$	\$	\$

Page									
				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 Chicanos Por La Causa Inc. Mental Health							
Subcontractor Name	Sub recipient or Vendor	Admin Budget	Direct Service Budget	Total Budget	Admin % of Direct	Dates of Service	
				\$-	#DIV/0!		
Service(s) Provided							
Narrative/ Justification							
				\$-	#DIV/0!		
Service(s) Provided							
Narrative/ Justification							
				\$-	#DIV/0!		
Service(s) Provided							
Narrative/ Justification							
		TOTAL	-	-	-		

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

Contractual- Continuation Page

Date Prepared: **8/7/2012**

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

Use this page to list Consultant/Contract Labor and Clerical Support if there is insufficient space on the Contractual Page.

Consulting/Professional Contract Labor/Clerical Support

Consulting/Professional Contract Labor/Clerical Support Chicanos Por La Causa Inc. Mental Health							
Consultant	Hours Budgeted	Quoted Rate	Total Budget	Admin Budget %	Admin Budget	Direct Service	Dates of Service
6			\$-		\$-	\$-	
Licenses / qualifications							
Narrative							
7		0	\$-		\$-	\$-	
Licenses / qualifications							
Narrative							
8		0	\$-		\$-	\$-	
Licenses / qualifications							
Narrative							
9		0	\$-		\$-	\$-	
Licenses / qualifications							
Narrative							
10		0	\$-		\$-	\$-	
Licenses / qualifications							
Narrative							
11		0	\$-		\$-	\$-	
Licenses / qualifications							
Narrative							
12		0	\$-		\$-	\$-	
Licenses / qualifications							
Narrative							
13		\$-	\$-	\$-	\$-	\$-	
Licenses / qualifications							

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

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
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Date Prepared: 8/7/2012

Use this form to budget for other support necessary to provide services under this grant. In the Narrative Justification describe how the program support will be used and also the methodology used to allocate the total or a portion of the total cost to the grant.

1 **Communications/Telephone/Internet**

Communications/Telephone/Internet Chicanos Por La Causa Inc. Mental Health					
Item	Amount Budgeted	Admin 0%	Direct 100%	Total	Narrative/Cost Allocation Methodology
Cell Phone	\$1,000.00	\$-	\$1,000.00	\$1,000.00	For safety puposes when traveling to and from home visits, answering crisis and after-hour calls. Cost is based on the units provided per client.
		\$-	\$-	\$-	
		\$-	\$-	\$-	
		\$-	\$-	\$-	
TOTAL		\$-	\$1,000.00	TOTAL	\$1,000.00

2 **Copy/Duplicating**

Copy/Duplicating Chicanos Por La Causa Inc. Mental Health					
Item	Amount Budgeted	Admin 0%	Direct 100%	Total	Narrative/Cost Allocation Methodology
1 Program Brochures					
			\$-	\$-	
2 Other Copying/Duplicating					
		\$-	\$-	\$-	
		\$-	\$-	\$-	
		\$-	\$-	\$-	
TOTAL		\$-	\$-	TOTAL	\$-

3 **Postage**

Postage Chicanos Por La Causa Inc. Mental Health					
Item	Amount Budgeted	Admin 0%	Direct 100%	Total	Narrative/Cost Allocation Methodology
		\$-	\$-	\$-	
		\$-	\$-	\$-	
TOTAL		\$-	\$-	TOTAL	\$-

4 **Utilities**

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

Utilities Chicanos Por La Causa Inc. Mental Health					
Item	Amount Budgeted	Admin	Direct	Total	Narrative/Cost Allocation Methodology
		\$-	\$-	\$-	
		\$-	\$-	\$-	
		\$-	\$-	\$-	
		\$-	\$-	\$-	
		\$-	\$-	\$-	
TOTAL		-	-	TOTAL	\$-

4 **Other Program Support**

Other Program Support Chicanos Por La Causa Inc. Mental Health					
Item		Admin	Direct	Total	Narrative/Cost Allocation Methodology
	\$ 500.00	\$ -	\$ -	\$-	
	\$ -	\$ -	\$ -	\$-	
	\$ -	\$ -	\$ -	\$-	
	\$ -	\$ -	\$ -	\$-	
	\$ -	\$ -	\$ -	\$-	
TOTAL		\$-	\$-	TOTAL	\$-

SUMMARY		Admin	Direct	Total
Program Support		\$-	\$1,000.00	\$1,000.00

Other Professional Service

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

Date Prepared: 8/7/2012

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

1 Audit/Accounting/Finance

Audit/Accounting/Finance Chicanos Por La Causa Inc. Mental Health							
Vendor Name	Hours Budgeted	Quoted Price*	Total Price	Dates of Service	Admin	Direct Service	Description of Service
a			\$-		\$-		
	Cost Method Used						
	Budget Justification						
b			\$-		\$-		
	Cost Method Used						
	Budget Justification						
c			\$-		\$-		
	Cost Method Used						
	Budget Justification						
				TOTAL	-		\$ -

2 Insurance

Insurance Chicanos Por La Causa Inc. Mental Health							
Vendor Name	Annual Premium	Percent To grant	Total Grant	Dates of Service	Admin	Direct Service	Description of Service
a	\$-		\$-		\$-		
	Cost Method Used						
	Budget Justification						
b	\$-		\$-		\$-		
	Cost Method Used						
	Budget Justification						
c	\$-		\$-		\$-		
	Cost Method Used						
	Budget Justification						
				TOTAL	\$ -		\$ -

3 Rent/Space

Rent is considered 100% administrative

Rent/Space Chicanos Por La Causa Inc. Mental Health							
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 Chicanos Por La Causa Inc. Mental Health							
Vendor Name	Hours Budgeted	Quoted Price*	Total Price	Admin Budget %	Admin	Direct Service	Description of Service
a			\$-		\$-	\$-	
Cost Method Used							
Budget Justification							
b			\$-		\$-	\$-	
Cost Method Used							
Budget Justification							
c			\$-		\$-	\$-	
Cost Method Used							
Budget Justification							
			\$ -		\$ -	\$ -	\$ -
			TOTAL		\$ -	\$ -	\$ -

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

Date Prepared: 8/7/2012

Schedule of Deliverables

Provider Entry Auto Calculation

Organization Name: Chicanos Por La Causa Inc.
 Service Category: Mental Health

Performance Measures:
 Number of New Clients: 21
 Number of Returning Clients: 33
 Total # of Unduplicated Clients: 54

	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	H0031	MH Assessment	1 unit = 1 visit	120	10	10	10	10	10	10	10	10	10	10	10	10	\$120.00	\$14,400.00	Current AHCCCS rate
2	H0004 HQ Grp Cnsl	Face to face group	1 unit = 15 min	7,801	650	650	650	650	650	650	650	650	650	650	650	651	\$5.36	\$41,813.36	Current AHCCCS rate
3	H0004 Ind. Cnsl Office	face to face individual	1 unit = 15 min	1,919	160	160	160	160	160	160	160	160	160	160	160	159	\$15.92	\$30,550.48	Current AHCCCS rate
4	H0004 Ind. Cnsl Home	face to face individual offsite	1 unit = 15 min	1,409	120	120	120	120	120	120	120	120	120	120	109	100	\$23.59	\$33,238.31	Current AHCCCS rate
5				-														\$-	
6				-														\$-	
7				-														\$-	
8				-														\$-	
9				-														\$-	
10				-														\$-	
11				-														\$-	
12				-														\$-	
13				-														\$-	
14				-														\$-	
15				-														\$-	
TOTAL				11,249	940	940	940	940	940	940	940	940	940	940	929	920		\$120,002.15	

Total Budget \$120,000.00
 Over/(Under Budget) \$2.15
 Balance should equal zero

EXHIBIT B-2

PRICING & BUDGET FORM
SUBSTANCE ABUSE

DATE PREPARED	<u>8/7/12</u>	
PREPARED BY:	<u>Maclovia Morales</u>	
NAME OF ORGANIZATION:	<u>Chicanos Por La Causa Inc.</u>	
Fed. Employee ID # (FEIN)	<u>86-0227210</u>	
DUNS #	<u>136249609</u>	
ADDRESS:	<u>1402 S. Central Ave</u>	
	<u>Phoenix, AZ 85004</u>	
AUTHORIZED CONTACT	<u>Dottie O'Connell</u>	
TELEPHONE	<u>602-257-0700</u>	FAX <u>602-307-9752</u>
E-MAIL	<u>DOTTIE.OCONELL@CPLC.ORG</u>	
PRIMARY CONTACT	<u>Maclovia Morales</u>	
TELEPHONE	<u>602-253-4247</u>	FAX <u>602-258-1206</u>
EMAIL	<u>MACLOVIA.ZEPEDA@CPLC.ORG</u>	
CONTRACT NUMBER		
SERVICE CATEGORY	<u>Substance Abuse</u>	
BUDGET PERIOD:	<u>3/1/2013</u>	<u>2/28/2014</u>
	Start Date	End Date
CONTRACT AMOUNT	<u>\$30,000.00</u>	

Date Prepared: **8/7/2012**

(Section I)

Organization
Service Category
Budget Period

Chicanos Por La Causa Inc.		
Substance Abuse		
March 1, 2013	Through	February 28, 2014

(Section II)

Contract Amount **\$30,000.00**

Operating Expenses		FTES	Administrative Budget	Direct Service Budget	Total Budget
			0.00	0.47	0.47
Personnel:	Salaries		\$-	\$20,827.66	\$20,827.66
Personnel:	Fringe/Benefits		-	4,959.07	4,959.07

Subtotal: Personnel/Fringe Benefits	-	25,786.73	25,786.73
--	---	-----------	-----------

Other Operating Expenses

Travel	-	392.15	392.15
Supplies	-	943.85	943.85
Equipment	-	-	-
Contractual	-	-	-
Program Support	-	150.00	150.00
Other Professional Services	-	-	-

Subtotal: Other Operating Expenses	-	1,486.00	1,486.00
---	---	----------	----------

Total Operating Expenses	-	27,272.73	27,272.73
---------------------------------	---	-----------	-----------

(Personnel and Other Direct Costs)

Indirect Costs	2,727.27	2,727.27
-----------------------	----------	----------

Enter Indirect Cost Rate (may not exceed 10% of Direct Costs)	10.00 %	<i>Providers claiming an indirect cost must submit their most current negotiated indirect costs rate agreement issued by the cognizant federal agency with their budget.</i>
--	----------------	--

Total Costs of Contract	2,727.27	27,272.73	30,000.00
(Admin-Percent of Direct Costs)	10.00%		

Administration may not exceed 10% of Direct Costs

[REDACTED]

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

8/7/2012

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

Date Prepared:

1 Staffing

Provider Entry Auto Calculation Fringe Benefit Rate 23.81%

Staffing Chicanos Por La Causa Inc. Substance Abuse														
Position Title	Last Name	Annual Hours	% RWPA	FTE	Hourly Rate	Salary Applied to grant per FTE	Benefits Applied to grant per FTE	Job Status A, D or A/D	% Applied as Administrative	Gross Admin Salary	Gross Admin Benefits	Direct Service Salary	Direct Service Benefits	
1	Program Director	Morales	2080	9.00%	0.09	\$28.78	\$5,387.62	\$1,282.79	D	0%	-	-	\$5,387.62	\$1,282.79
This person will be responsible in the provision of SA services individually and in group setting as needed. Ms. Morales has over 15 years of BH experience and is classified as a Behavioral Health Tech in the state of Arizona.														
2	Clinical Supervisor	Angulo	2080	5.00%	0.05	\$22.27	\$2,316.08	\$551.46	D	0%	-	-	\$2,316.08	\$551.46
This person will be responsible in the provision of SA services individually and in group setting. Mr. Angulo is a licensed SA counselor and is is classified as a Behavioral Health Professional in the state of Arizona														
3	Adult Clinician	Lozano	2080	33.00%	0.33	\$19.12	\$13,123.97	\$3,124.82	D	0%	-	-	\$13,123.97	\$3,124.82
This person will be responsible in the provision of SA services individually and in group setting. Ms. Lozano is an MSW and is classified as a Behavioral Health Tech in the state of Arizona.														
4					0.0		\$-	\$-			-	-	\$-	\$-
Description														
5					0.0		\$-	\$-			-	-	\$-	\$-
Description														
6					0.0000		\$-	\$-			-	-	\$-	\$-
Description														
7					0.0000		\$-	\$-			-	-	\$-	\$-
Description														
8					0.0000		\$-	\$-			-	-	\$-	\$-
Description														

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

Benefits	
Benefits Name	Percent
FICA	6.20%
Medicare	1.45%
Workers Comp	0.93%
Unemployment	0.94%
Disability	0.29%
Med. Insurance	6.00%
Dental	1.00%
Retirement	7.00%
TOTAL	23.81%

Subtotal Personnel			0.47		\$20,827.66	\$4,959.07			\$-	\$-	\$20,827.66	\$4,959.07
Subtotal from Personnel Continuation Sheet			0.00		\$-	\$-			\$-	\$-	\$-	\$-
TOTAL Personnel			0.47		\$20,827.66	\$4,959.07			\$-	\$-	\$20,827.66	\$4,959.07

(Admin)	0.00	FTE	Percent Admin	0%
(Direct Service)	0.47	FTE	Percent Direct	100%
Total	0.47	FTE		100%

Staffing Continuation Sheet (Page 2 of 2) Chicanos Por La Causa Inc. Substance Abuse

	Position Title	Last Name	Annual Hours	% RWPA	FTE	Hourly Rate	Salary Applied to grant per FTE	Benefits Applied to grant per FTE	Job Status A, D or A/D	% Applied as Administrative	Gross Admin Salary	Gross Admin Benefits	Direct Service Salary	Direct Service Benefits
9					0.0000		\$-	\$-			-	-	\$-	\$-
	Description													
10					0.0000		\$-	\$-			-	-	\$-	\$-
	Description													
11					0.0000		\$-	\$-			-	-	\$-	\$-
	Description													
12					0.0000		\$-	\$-			-	-	\$-	\$-
	Description													
13					0.0000		\$-	\$-			-	-	\$-	\$-
	Description													
14					0.0000		\$-	\$-			-	-	\$-	\$-
	Description													
15					0.0000		\$-	\$-			-	-	\$-	\$-
	Description													
16					0.0000		\$-	\$-			-	-	\$-	\$-
	Description													
17					0.0000		\$-	\$-			-	-	\$-	\$-
	Description													

Subtotal to Page 1				0.00		\$	-	\$-			-	-	\$-	\$-

TRAVEL

Provider Entry Auto Calculation

Date Prepared: 8/7/2012

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

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

Mileage Chicanos Por La Causa Inc. Substance Abuse							
		Mileage Rate	\$0.55				
	FTE	Annual Miles Budgeted (Per 1 FTE)*	Miles Applied to Grant	Total Budget	Admin	Direct Svc	Narrative Justification
1	Admin		0	\$-	\$-	\$-	Miles will be used to and from home visits/offsite sessions. An average of 129 miles will be traveled per month. Miles were based on miles conducted during the past two fiscal years. Miles will be used for clients who request in-home sessions or on client who have no access to transportation.
2	Direct Svc	0.46	1550	\$392.15		\$392.15	
TOTAL		1550	713	\$392.15	\$-	\$392.15	\$392.15

(Total Miles applied to this grant)

*Note - Budget annual mileage for 1 FTE.

- 2 Other Allowable Travel** (car rental, parking, fees, etc.)
 Ryan White Part A has determined that costs included in this section are Administrative Costs.

Other Allowable Travel Chicanos Por La Causa Inc. Substance Abuse							
Dates of Travel				Total Budget	Admin	Direct Svc	Narrative Justification
1	Cost			\$-	\$-	0	
	Line Item					0	
2	Cost			\$-	\$-	0	
	Line Item					0	
3	Cost			\$-	\$-	0	
	Line Item					0	
				\$-	\$-	-	\$-

		Admin	Direct Service	Total
SUMMARY	(Travel)	\$-	\$392.15	\$392.15

SUPPLIES

Provider Entry Auto Calculation

Date Prepared: 8/7/2012

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

1 **General Office Supplies:** (Apply at FTE Ratio from the Budgeted Personnel Page)
Pens, paper, toner and general supplies that are used to run an office.

General Office Supplies Chicanos Por La Causa Inc. Substance Abuse					
Item	Annual Budget	% Admin 0%	% Direct 100%	Total 100%	Narrative Description/Cost Allocation Methodology
1 Paper, pens	\$793.85	\$-	\$793.85	\$793.85	For the documentation of direct services. Cost is based on units provided per client.
2		\$-	\$-	\$-	
3		\$-	\$-	\$-	
4		\$-	\$-	\$-	
5		\$-	\$-	\$-	
TOTAL		\$-	\$793.85	TOTAL	\$793.85

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

Program Supplies Chicanos Por La Causa Inc. Substance Abuse					
Item	Annual Budget	Admin	Direct		Narrative Description/Cost Allocation Methodology
1 art supplies, toner, water, files	\$150.00	\$-	\$150.00		For the reproduction of direct service documentation, to be used directly with clients during individual sessions, for the storage of clinical documentation for clients. Cost based on the units provided per client. Art supplies is allocated to the consumers that are receiving SA services that will assist in the provision of treatment. Journaling may be used as a relapse prevention method. Water justification: Some people may be more vulnerable to contaminants in drinking water than the general population. People with severely compromised immune systems, such as people with cancer undergoing chemotherapy, people who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections.
2			\$-		
3			\$-		
4			\$-		
5			\$-		
TOTAL		\$-	\$150.00	TOTAL	\$150.00

SUMMARY	(Supplies)	Admin	Direct	Total
		\$-	\$943.85	\$943.85

EQUIPMENT

Provider Entry	Auto Calculation
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Date Prepared:	8/7/2012
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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 Chicanos Por La Causa Inc. Substance Abuse				
Item	Admin	Direct	Total	Narrative Description/Cost Allocation Methodology
Budgeted		Service		
1			\$-	
2			\$-	
3			\$-	
TOTAL	\$-	\$-	TOTAL	\$-

Equipment \$5,000 or greater

Equipment \$5,000 or greater Chicanos Por La Causa Inc. Substance Abuse				
Item	Admin	Direct	Total	Narrative Description/Cost Allocation Methodology
Budgeted	Amount	Amount		
1			\$-	
2			\$-	
3			\$-	
TOTAL	\$-	\$-	TOTAL	\$-

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

Contractual

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

Date Prepared: 8/7/2012

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

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

1. Consulting/Professional Contract Labor/Clerical Support

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

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

1. Consulting/Professional Contract Labor/Clerical Support Chicanos Por La Causa Inc. Substance Abuse							
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				SUBTOTAL	\$	\$	\$
				L	-	-	-

Continuation Page									
				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 Chicanos Por La Causa Inc. Substance Abuse						
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	-	-	-	

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

Contractual- Continuation Page

Date Prepared: **8/7/2012**

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

Use this page to list Consultant/Contract Labor and Clerical Support if there is insufficient space on the Contractual Page.

Consulting/Professional Contract Labor/Clerical Support							
Consulting/Professional Contract Labor/Clerical Support Chicanos Por La Causa Inc. Substance Abuse							
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: 8/7/2012

Use this form to budget for other support necessary to provide services under this grant. In the Narrative Justification describe how the program support will be used and also the methodology used to allocate the total or a portion of the total cost to the grant.

1 Communications/Telephone/Internet

Communications/Telephone/Internet Chicanos Por La Causa Inc. Substance Abuse					
Item	Amount Budgeted	Admin 0%	Direct 100%	Total	Narrative/Cost Allocation Methodology
Cell Phone	\$150.00	\$-	\$150.00	\$150.00	For safety purposes when travel to and from home visits, answering crisis and after-hour calls. Cost based on units provided per client.
		\$-	\$-	\$-	
		\$-	\$-	\$-	
		\$-	\$-	\$-	
TOTAL		\$-	\$150.00	TOTAL	\$150.00

2 Copy/Duplicating

Copy/Duplicating Chicanos Por La Causa Inc. Substance Abuse					
Item	Amount Budgeted	Admin 0%	Direct 100%	Total	Narrative/Cost Allocation Methodology
Program Brochures					
			\$-	\$-	
Other Copying/Duplicating					
		\$-	\$-	\$-	
		\$-	\$-	\$-	
		\$-	\$-	\$-	
TOTAL		\$-	\$-	TOTAL	\$-

3 Postage

Postage Chicanos Por La Causa Inc. Substance Abuse					
Item	Amount Budgeted	Admin 0%	Direct 100%	Total	Narrative/Cost Allocation Methodology
		\$-	\$-	\$-	
		\$-	\$-	\$-	
TOTAL		\$-	\$-	TOTAL	\$-

4 Utilities

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

Utilities Chicanos Por La Causa Inc. Substance Abuse					
Item	Amount Budgeted	Admin	Direct	Total	Narrative/Cost Allocation Methodology
		\$-	\$-	\$-	
		\$-	\$-	\$-	
		\$-	\$-	\$-	
		\$-	\$-	\$-	
		\$-	\$-	\$-	

TOTAL		-	-	TOTAL	\$-
-------	--	---	---	-------	-----

4 **Other Program Support**

Other Program Support Chicanos Por La Causa Inc. Substance Abuse					
Item		Admin	Direct	Total	Narrative/Cost Allocation Methodology
	\$ 500.00	\$ -	\$ -	\$-	
	\$ -	\$ -	\$ -	\$-	
	\$ -	\$ -	\$ -	\$-	
	\$ -	\$ -	\$ -	\$-	
	\$ -	\$ -	\$ -	\$-	
TOTAL		\$-	\$-	TOTAL	\$-

		Admin	Direct	Total
SUMMARY	Program Support	\$-	\$150.00	\$150.00

Other Professional Service

Provider Entry Auto Calculation

Date Prepared: 8/7/2012

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

1 Audit/Accounting/Finance

Audit/Accounting/Finance Chicanos Por La Causa Inc. Substance Abuse							
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 Chicanos Por La Causa Inc. Substance Abuse							
Vendor Name	Annual Premium	Percent To grant	Total Grant	Dates of Service	Admin	Direct Service	Description of Service
a	\$-		\$-		\$-		
Cost Method Used							
Budget Justification							
b	\$-		\$-		\$-		
Cost Method Used							
Budget Justification							
c	\$-		\$-		\$-		
Cost Method Used							
Budget Justification							
				TOTAL	\$		\$ -

					-			
--	--	--	--	--	---	--	--	--

3 Rent/Space

Rent is considered 100% administrative

Rent/Space Chicanos Por La Causa Inc. Substance Abuse							
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 Chicanos Por La Causa Inc. Substance Abuse							
Vendor Name	Hours Budgeted	Quoted Price*	Total Price	Admin Budget %	Admin	Direct Service	Description of Service
a			\$-		\$-	\$-	
Cost Method Used							
Budget Justification							
b			\$-		\$-	\$-	
Cost Method Used							
Budget Justification							
c			\$-		\$-	\$-	
Cost Method Used							
Budget Justification							
			\$-		\$-	\$-	
			\$-	TOTAL	\$-	\$-	\$-

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

Schedule of Deliverables

Provider Entry Auto Calculation

Date Prepared: **8/7/2012**

Organization Name:
Service Category

Chicanos Por La Causa Inc.
Substance Abuse

Performance Measures:

Number of New Clients **15**
Number of Returning Clients **15**
Total # of Unduplicated Clients **30**

	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	H0031 Assessment SA	SA Assessment	1 unit-1 visit	-	0	0	0	0	0	0	0	0	0	0	0	0	\$120.00	\$-	Current AHCCCS rate
2	H0004 Grp Cnsl SA	Face to face group	1 unit= 15 min	1,098	85	85	85	83	95	95	95	95	95	95	95	95	\$5.36	\$5,885.28	Current AHCCCS rate
3	H0004 ind. Cnsl Office SA	face to face Individual office	1 unit= 15 min	448	40	40	40	40	40	38	35	35	35	35	35	35	\$15.92	\$7,132.16	Current AHCCCS rate
4	H0004 Ind. Cnsl Home SA	face to face individual offsite	1 unit= 15 min	720	60	60	60	60	60	60	60	60	60	60	60	60	\$23.59	\$16,984.80	Current AHCCCS rate
5				-														\$-	0
6				-														\$-	
7				-														\$-	
8				-														\$-	
9				-														\$-	
10				-														\$-	
11				-														\$-	
12				-														\$-	
13				-														\$-	
14				-														\$-	
15				-														\$-	
TOTAL				2,266	185	185	185	183	195	193	190	190	190	190	190	190		\$30,002.24	

Total Budget \$30,000.00
Over/(Under Budget) \$2.24
Balance should equal zero

CHICANOS POR LA CAUSA INC., 1402 S. CENTRAL AVE, PHOENIX, AZ 85004

Terms: NET 30

Vendor Number: 2011003013 0

Telephone Number: 602-257-0700

Fax Number: 602-307-9752

Contact Person: Dottie O'Connell

E-mail Address: dottie.oconnell@cplc.org

Certificates of Insurance Required

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



CONTRACT PURSUANT TO RFP

SERIAL 12097-RFP

This Contract is entered into this 20th day of February, 2013 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Chicanos Por La Causa, Inc. (CPLC), an Arizona corporation ("Contractor") for the purchase of Outpatient Mental Health and Substance Abuse Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of five (5) years, beginning on the 1st day of March, 2013 and ending the 28th day of February, 2018.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) one-year renewal terms, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PAYMENTS:

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

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

3.0 DUTIES:

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

4.0 TERMS and CONDITIONS:

4.1 PRICE ADJUSTMENTS:

- 4.1.1 Any request for a fee adjustments must be submitted sixty (60) days prior to the current Contract anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

4.2 INDEMNIFICATION:

- 4.2.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, employees and volunteers from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor’s duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, employees and volunteers shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

- 4.2.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

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

4.3 INSURANCE REQUIREMENTS:

- 4.3.1 The Contractor shall have in effect at all times during the term of this Contract insurance

which is adequate to protect Maricopa County, its officers and employees, participants and equipment funded under the Contract against such losses as are set forth below. The Contractor shall provide County with current documentation of insurance coverage by furnishing a Certificate of Insurance or a certified copy of the insurance policy naming Maricopa County as an additional insured for commercial general liability and commercial automobile liability.

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

4.3.2.1 Worker's Compensation as required by Arizona law; and employer's liability insurance with \$1,000,000 per accident, \$1,000,000 per disease and \$1,000,000 per limit disease.

4.3.2.2 Unemployment Insurance as required by Arizona law.

4.3.2.3 Commercial general liability insurance the limits of the policies shall not be less than \$2,000,000.00 per occurrence, \$4,000,000 general aggregate, \$2,000,000 products completed operations aggregate.

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

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

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

4.3.5 Professional Liability Insurance; \$2,000,000.00 per occurrence or claim and \$4,000,000 aggregate.

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

4.3.7 Certificates of Insurance.

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

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

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

4.3.8 Cancellation and Expiration Notice.

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

4.4 NOTICES:

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

For County:

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

For Contractor:

Chicanos Por La Causa Inc.
Attn: Maclovia Morales
1402 S. Central Ave
Phoenix, AZ 85004

4.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

4.6 TERMINATION FOR DEFAULT:

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

4.7 TERMINATION BY THE COUNTY:

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

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

4.9 OFFSET FOR DAMAGES;

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

4.10 ADDITIONS/DELETIONS OF SERVICE:

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

4.11 RELATIONSHIPS:

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

4.12 USE OF SUBCONTRACTORS:

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

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

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

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

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

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

4.13 AMENDMENTS:

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

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

4.14.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.14.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.15 AUDIT DISALLOWANCES:

4.15.1 The Contractor shall, upon written demand, reimburse Maricopa County for any payments made under this Contract, which are disallowed, by a Federal, State or Maricopa County audit in the amount of the disallowance, as well as court costs and attorney fees which Maricopa County incurs to pursue legal action relating to such a disallowance.

4.15.2 If at any time it is determined by County that a cost for which payment has been made is a disallowed cost, County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor.

4.15.3 The Contractor shall be responsible for repayment of any and all applicable audit exceptions, which may be identified by County, State and Federal auditors of their designated representatives, and reviewed by the Contractor. The Contractor will be billed by the County for the amount of said audit disallowance and shall promptly repay such audit disallowance within 60 days of said billing.

~~4.16 ALTERNATIVE DISPUTE RESOLUTION:~~

~~4.16.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:~~

~~4.16.1.1 Render a decision;~~

~~4.16.1.2 Notify the parties that the exhibits are available for retrieval; and~~

~~4.16.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).~~

~~4.16.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.~~

~~4.16.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.~~

4.17 SEVERABILITY:

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

4.18 RIGHTS IN DATA:

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

4.19 INTEGRATION:

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

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

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

4.20.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.20.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the

Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

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

~~4.21.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~4.21.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

4.22 CONTRACTOR LICENSE REQUIREMENT:

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

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

4.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

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

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

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

4.23.3 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.

4.24 INFLUENCE

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

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

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

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

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

4.25 GOVERNING LAW:

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

4.26 ORDER OF PRECEDENCE:

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

4.27 REQUIREMENTS CONTRACT:

4.27.1 **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.**

4.27.2 **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.**

4.27.3 **Contractor agrees to accept written cancellation of purchase orders.**

4.28 **AVAILABILITY OF FUNDS:**

- 4.28.1 **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.**
- 4.28.2 **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.**

4.29 **RESTRICTIONS ON USE OF FUNDS:**

- 4.29.1 **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:**
 - 4.29.1.1 **Under any State compensation program, under any insurance policy, or under any Federal, State, or county health benefits program; or**
 - 4.29.1.2 **By an entity that provides health services on a prepaid basis.**
- 4.29.2 **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.**
- 4.29.3 **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.**
- 4.29.4 **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.**
- 4.29.5 **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.**
- 4.29.6 **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."**

4.30 **CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS:**

4.30.1 **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.**

4.30.2 **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.**

4.30.3 **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.**

4.31 **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.

4.32 **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.

4.33 **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.

4.34 **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.

4.35 **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.

4.36 **ANTI-KICKBACK REGULATIONS:**

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

4.36.2 **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.**

4.36.3 **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.**

4.36.4 **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**

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

- **Awarding contracts**
- **Referring clients**
- **Purchasing goods of services**
- **Submitting fraudulent billings**

4.36.6 **The Contractor shall have employee policies that discourage:**

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

4.37 **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**

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-1, Pricing/RWPA Budget Form for Mental Health including the schedule of deliverables;

4.39.3 Exhibit B-2, Pricing/RWPA Budget Form for Substance Abuse including the schedule of deliverables;

4.39.4 Exhibit C, Scope of Work.

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

CONTRACTOR

D.O'Connell D.O'Connell

AUTHORIZED SIGNATURE

Dothe O'Connell Vice President of Recovery + Resiliency

PRINTED NAME AND TITLE

6741 N. 7th St. Phoenix, AZ 85014

ADDRESS

2.20.13

DATE

MARICOPA COUNTY

[Signature]

CHAIRMAN, BOARD OF SUPERVISORS

MAR 12 2013

DATE

ATTESTED:

[Signature]

CLERK OF THE BOARD 022013

MAR 12 2013

DATE

APPROVED AS TO FORM:

[Signature]

LEGAL COUNSEL

2/28/13

DATE

EXHIBIT C**SCOPE OF WORK**

1.0 SCOPE OF WORK:

1.1 PURPOSE OF THE PROGRAM, AUTHORITY AND BACKGROUND:

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

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

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

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

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

In preparing all responses to this Request for Proposal (RFP), applicant should consider how efforts at the local level are consistent with the Ryan White HIV/AIDS Treatment Extension Act of 2009 which emphasizes the use of funds to address the service needs of “individuals who know their HIV status and are not receiving primary medical care services and for informing individuals of and enabling the individuals to utilize the services, giving particular attention to eliminating disparities in access and services among affected subpopulations and historically underserved communities” Section 2602 (b)(4)(D)(i).

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

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

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

<http://www.ryanwhiteparta.com>

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

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

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

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

1.2 THE PHOENIX EMA RYAN WHITE PLANNING COUNCIL:

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

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

1.3 ADMINISTRATIVE AGENT AND QUALITY MANAGEMENT:

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

day responsibility for administering their Part A award to a health related department within the jurisdiction.

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

Administrative activities under the authority of the Administrative Agent include:

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

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

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

The lead agency (Contractor) agrees to include in any subcontracts a provision to the effect that the subcontractor agrees that Maricopa County Ryan White Part A Program shall have access to the subcontractor's facilities and the right to examine any books, documents, and records of the subcontractor, involving transactions related to the subcontract. Additionally, client charts, care/treatment plans, eligibility requirements, etc shall be available for inspection.

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

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

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

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

1.4 APPLICANT ELIGIBILITY:

Eligible applicants for awards under this solicitation include public or non-profit health and social services providers, and other non-profit community organizations, medical care providers, community-based organizations, HIV/AIDS service organizations, academic entities, and city, county, state, federal governmental units. The CARE Act Amendments of 1996 provide for contracting with for-profit entities under certain limited circumstances. Specifically, the amendments allow Part A funds to be used to provide direct financial assistance through contracts

with private for-profit entities if such entities are the only available provider of quality HIV care in the area (Sec 2604(b) (2) (A); Section 2631(a) (1). Contractors are prohibited from serving as conduits to pass on their awards to for-profit entities. **To better serve Persons Living with HIV/AIDS (PLWHA) within the EMA, the Maricopa County Ryan White Part A Program reserves the right, at its discretion, to issue multiple contracts within a service category pursuant to this Request for Proposal.**

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

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

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

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

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

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

1.5 COMPENSATION:

- 1.5.1 The County reserves the right to reallocate funding during the contract period so that the services provided and corresponding contract amount may be decreased or increased, via contract amendment or Task Order, at the discretion of the County.
- 1.5.2 County will pay the Contractor on a monthly basis for approved services and expenses and in accordance with the reimbursement methodology determined by the County's Administrative Agent; either fee-for service or cost. The total funds paid to the Contractor will be dependent upon the approved invoice according to the Administrative Agent. County does not guarantee a minimum payment to the Contractor. County will not reimburse for fee-for-service activities when an appointment is canceled either by the client or Contractor.
- 1.5.3 The Contractor understands and agrees to notify the County of any deviations or changes to any budget line of the current budget in place for this contract within 30 days of such change.

- 1.5.4 The Contractor shall be compensated for services provided only by the staff classifications/positions included/referenced in the current approved budget.
 - 1.5.5 Unless specifically allowed and referenced elsewhere in this contract, all services are to be provided at approved Contractor sites and/or venues. Services provided at non-authorized locations or venues will not be reimbursed by the County.
 - 1.5.6 The Contractor shall provide monthly financial and corresponding programmatic reports per the reporting schedule to the County. If the Contractor is not in compliance due to non-performance, submission of reports after deadlines, insufficient back-up statements or improperly completed forms, the Contractor may not be reimbursed or reimbursement may be delayed until program compliance issues and any other related financial consequences are resolved. Furthermore, instances of non-compliance with billing and reporting requirements may result in the County reducing the Contractor's reimbursement by up to 10% of the corresponding month's billing. Billing forms and instructions are included in the current Ryan White Part A Program Policies and Procedures Manual refer to <http://www.ryanwhiteparta.com>
 - 1.5.7 The actual amount of consideration to be paid to the Contractor depends upon the actual hours worked, services provided and related expenses as stated in the current approved budget or as modified by contract amendment or appropriately executed task order. Any un-obligated balance of funds at the end of this Agreement period will be returned to the County in accordance with instruction provided.
- 1.6 INVOICES AND PAYMENTS:
- 1.6.1 The Contractor shall submit electronically to the Administrative Agent one (1) legible copy of their detailed monthly invoice before payment(s) can be made.
 - 1.6.2 Contractor shall submit the invoice packet for services performed on or before the fifteenth (15th) calendar day following the month in which services were performed.
 - 1.6.3 The invoice shall include the requirements as outlined in the Ryan White Part A's current policies and procedures manual.
 - 1.6.4 Contractors providing medical services are required to utilize the Health Care Form (HCF-1500) Uniform Billing (UB-92) or other standardized medical claim forms as agreed to with the Administrative Agent, and to submit these to the Ryan White Part A Program in addition to the other required invoice reports and forms.
- 1.7 METHOD OF PAYMENT:
- 1.7.1 Subject to the availability of funds, County will, within sixty (60) business days from the date of receipt of the documents enumerated herein, process and remit to the Contractor a warrant for payment up to the maximum total allowable for services provided or work performed during the previous month. Payment may be delayed or reduced if invoices are in non-compliance due to late submission, improperly completed or missing documentation/information or for other contract non-compliance occurring in the related grant year. Other non-compliance issues that may delay or reduce payments can be related to any contractual issue, and may not necessarily be related to the bill itself. Should County make a disallowance in the claim, the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reason for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the "Disputes" clause of the Special Provisions of this Contract.
 - 1.7.1.1 The Contractor understands and agrees that County will not honor any claim for payment submitted 60 calendar days after date of service. The Contractor understands and agrees that County will not process any claim for payment for services rendered prior to the end of the contract period which are submitted

sixty (60) calendar days after the end of the contract period without approval of County. For claims that are subject to AHCCCS Regulation R9-22703.B1, County will not honor any claim for payment submitted nine months after date of service. Claims submitted 45 calendar days from the last day of the grant year will not be honored or reimbursed.

1.7.1.2 Payments made by County to the Contractor are conditioned upon the timely receipt of applicable, accurate and complete invoice reports and forms submitted by the Contractor. All monthly **invoices** must be supported by auditable documentation, which is determined to be sufficient, competent evidential matter defined by the County.

1.7.1.3 The Contractor understands and agrees that Ryan White Part A Program is the payer of last resort, and shall maximize and monitor all other revenue streams including self-pay and all sources of third party reimbursements. The Contractor understands and agrees that all self-pay and third party payments must be exhausted to offset program costs before Ryan White funds are used. The Contractor must have policies and procedures documented and in place to determine and bill these other potential payment sources. These third party payers include but are not limited to Regional Behavioral Health Authority (RBHA), Medicaid (Arizona Health Care Cost Containment Services/AHCCCS), Arizona Long Term Care System (ALTCS), TRICARE, Medicare and private/commercial or other insurance. The Contractor will determine eligibility of clients and assist with client enrollment whenever feasible. Payments collected by the Contractor for Ryan White services must be recorded as Program Income in the Contractor's financial management system and deducted from bills issued to the County. Program income records must be made available to the County for assurance that such revenues are used to support related services. The Contractor shall have policies and procedures for handling Ryan White revenue including program income.

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

1.8 BUDGET, REVENUES AND EXPENDITURES:

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

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

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

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

1.8.2.3 Contractor agrees to establish and maintain a "Financial Management System" that is in accordance with the standards required by Federal OMB Circular A-110, Subpart C. Such system must also account for both direct and indirect cost

transactions, reports on the results of those transactions, are in compliance with the requirements of OMB Circular A-21 and generally accepted accounting principles.

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

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

1.9 **AMENDMENTS:**

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

1.10 **TASK ORDERS:**

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

1.11 **CHANGES:**

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

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

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

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

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

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

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

1.12 AUDIT REQUIREMENTS:

- 1.12.1 If the Contractor expends **\$500,000** or more from all contracts administered and/or funded via County, and/or receives **\$500,000** or more per year from any federal funding sources, the Contractor will be subject to Federal audit requirements per P.L. 98-502 "The Single Audit Act." The Contractor shall comply with OMB Circulars A-128, A-110, and A-133 as applicable. The audit report shall be submitted to the Maricopa County Internal Audit Department of Public Health for review within the twelve months following the close of the fiscal year. The Contractor shall take any necessary corrective action to remedy any material weaknesses identified in the audit report within six months after the release date of the report or by a date defined by the Internal Audit Department. Maricopa County may consider sanctions as described in OMB Circular A-128 for contractors not in compliance with the audit requirements. All books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).
- 1.12.2 The Contractor shall schedule an annual financial audit to be submitted to County for review within twelve months following the close of the program's fiscal year. Contractor understands that failure to meet this requirement may result in loss of current funding and disqualification from consideration for future County-administered funding.
- 1.12.3 The Contractor shall have and make available to County financial policies and procedures that guide selection of an auditor, based on an Audit Committee for Board of Directors (if Contractor is a non-profit entity).
- 1.12.4 The Contractor shall also comply with the following OMB Circulars as applicable to its organizations business status:
 - 1.12.4.1 A-102 Uniform Administrative Requirements for Grants to State and Local Government.
 - 1.12.4.2 A-110 Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals and other non-profit organizations.
 - 1.12.4.3 A-122 Cost Principles for Non-Profit Organizations.
 - 1.12.4.4 A-87 Cost Principles for State and Local Governments.
 - 1.12.4.5 A-21 Cost principles for Education Institutions.

1.13 SPECIAL REQUIREMENTS:

- 1.13.1 The Contractor shall adhere to all applicable requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009 and/or current authorized or reauthorized Ryan White HIV/AIDS Act.
- 1.13.2 The Contractor shall participate in provider technical assistance meetings and/or teleconference calls that will be scheduled by the Administrative Agent throughout the year.
- 1.13.3 The Contractor shall retain the necessary administrative, professional and technical personnel for operation of the program.
- 1.13.4 The Contractor agrees to maintain adequate programmatic and fiscal records and files including source documentation to support program activities and all expenditures made under terms of this agreement as required.
- 1.13.5 Contractor agrees to install and utilize the CAREWare client level reporting software system as described in the current Ryan White Part A Program Policies and Procedures Manual. There are no licensing costs associated with the use of CAREWare, however, the provider is required to pay for the cost related to installing and configuring internal firewall devices to gain access to the CAREWare database. These expenses can be reimbursed by Ryan White if included in the current approved budget.

1.14 RELEASE OF INFORMATION:

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

1.15 CERTIFICATION OF CLIENT ELIGIBILITY:

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

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

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

1.16 QUALITY MANAGEMENT:

- 1.16.1 The Contractor will participate in the Quality Management program as detailed in the *current Ryan White Part A Program Policies and Procedures Manual*. (<http://www.maricopa.gov/publichealth/Services/RyanWhite/publications.aspx>) (See Exhibit2 Ryan White Part A Program Policies and Procedures).
- 1.16.2 The Contractor will utilize and adhere to the most current Standards of Care as developed by the Phoenix Eligible Metropolitan Area Planning Council.
- 1.16.3 The Contractor will develop and implement an agency-specific quality management plan for Ryan White Part A-funded services. The Contractor will conduct Quality Improvement projects at the agency level utilizing the Plan-Do-Check-Act (PDCA) model.
- 1.16.4 The Contractor will participate in cross-cutting Quality Improvement projects and report data per the timeline established with the County. Additionally, the Contractor will report quality outcome measures established by the County per the reporting schedule.
- 1.16.5 The Contractor will participate in the Quality Management activities of the Clinical Quality Management Committee as requested by the County.
- 1.16.6 The Contractor will conduct and provide documentation of quality assurance and improvement activities, including maintenance of client satisfaction surveys and other mechanisms as designated by the County.
- 1.16.7 The Contractor will maintain a comprehensive unduplicated client level database of all eligible clients served as well as demographic and service measures required and submit this information in the format and frequency as requested by the County. The County will make available to the Contractor software for the collection of this information (CAREWare).
- 1.16.8 The Contractor will maintain consent to serve forms signed by the clients to gain permission to report their data to County, State and Federal authorized entities and to view their records as a part of site visits and quality management review activities.
- 1.16.9 The Contractor will participate in Quality Management trainings sponsored by the County which are deemed mandatory. The Contractor understands that non-participation in these types of activities may result in non-compliance with the Standards of Care as mandated by the Ryan White Act. Further, such non-participation in Quality Management trainings could result in prompting a performance monitoring site visit.

1.17 REPORTING REQUIREMENTS:

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

1.18 PROGRAM MARKETING INITIATIVES:

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

1.19 OTHER REQUIREMENTS:

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

Procedures Manual. Refer to <http://www.ryanwhiteparta.com>

- 1.19.5 Contractor's service locations shall be accessible by public transportation. If service locations are not accessible by public transportation, the Contractor shall have policies and procedures in place that describe how it will provide transportation assistance to clients.
- 1.19.6 Contractors providing Medicaid eligible services shall be certified to receive Medicaid payments, or receive a waiver from the U.S. Secretary of Health and Human Services. The Contractor shall document efforts to receive certification or waiver, and when certified, maintain proof of certification and file of contracts with Medicaid insurance companies.

1.20 SAFEGUARDING OF CLIENT INFORMATION:

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

1.21 NON-DISCRIMINATION:

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

1.22 EQUAL EMPLOYMENT OPPORTUNITY:

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

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

1.23 CULTURAL COMPETENCY:

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

1.23.2 The Contractor shall recognize linguistic subgroups and provide assistance in overcoming language barriers by the appropriate inclusion of American Sign Language and languages of clients accessing care.

1.24 RYAN WHITE CAREWARE DATA BASE:

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

1.25 IMPROPRIETIES AND FRAUD:

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

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

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

1.26 ADHERENCE TO RYAN WHITE PART A POLICIES:

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

1.27 REFERRAL RELATIONSHIPS:

- 1.27.1 Contractors must have documented evidence to substantiate referral relationships on an ongoing basis consistent with HRSA guidance regarding “Maintaining Appropriate Referral Relationships” available from the RWPA upon request.
- 1.27.2 The Contractor shall have letters of agreement and Memorandums of Understanding

(MOUs) to document referral relationships with key points of entry. Key points of entry include:

- Emergency rooms
- Substance abuse and mental health treatment programs
- Detox(ification) centers
- Detention facilities
- Sexually Transmitted Disease (STD) Clinics
- Homeless shelters
- HIV counseling and testing sites

Additional points of entry:

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

1.28 POLICY ON CONFIDENTIALITY:

- 1.28.1 The Contractor understands and agrees that this Contract is subject to all State and Federal laws protecting client confidentiality of medical, behavioral health and drug treatment information.
- 1.28.2 The Contractor shall establish and maintain written procedures and controls that ensure the confidentiality of client medical information and records.
- 1.28.3 The Contractor shall maintain and document employee and direct service provider training on their organization's policies and procedures related to client confidentiality.
- 1.28.4 In accordance with Section 318 (e)(5) of the Public Health Service Act [42 U.S.C. 247c(e)(5)], no information obtained in connection with the examination, care or services provided to any individual under any program which is being carried out with Federal monies shall, without such individual's consent, be disclosed except as may be necessary to provide services to such individual or as may be required by laws of the State of Arizona or its political subdivisions. Information derived from any such program may be disclosed (a) in summary, statistical, or other form, or (b) for clinical research purposes, but only if the identity of the individuals diagnosed or provided care under such program is not disclosed. The Contractor shall comply with the provisions of A.R.S. § 36-663 concerning HIV-related testing; restrictions; exceptions and A.R.S. § 36-664 concerning confidentiality; exceptions, in providing services under this Contract.
- 1.28.5 Confidential communicable disease related information may only be disclosed as permitted by law, and only consistent with the current Ryan White Part A Program Policies and Procedures Manual (See Exhibit 2 <http://www.ryanwhiteparta.com>)

1.29 EQUIPMENT:

- 1.29.1 All equipment and products purchased with grant funds should be American-made.
- 1.29.2 The title to any and all equipment acquired through the expenditure of funds received from County shall remain that of the Department of Health and Human Services, Health Resources and Services Administration. County must specifically authorize the acquisition of any such equipment in advance. Upon termination of this Contract, County may determine the disposition of all such equipment.
- 1.29.3 The Contractor agrees to exercise reasonable control over all equipment purchased with capital outlay expense Contract funds. All equipment lost, stolen, rendered un-useable, 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

Description of the Organization

Chicanos Por La Causa, Inc. (CPLC) is a community development corporation committed to building strong, healthy communities as a lead advocate, coalition builder and direct service provider. CPLC promotes positive change and self-sufficiency to enhance the quality of life for the benefit of those we serve.

CPLC was established in 1969 by community members to address the lack of resources and services available to low-income Latino communities in South-Central Phoenix. Since that time, CPLC has grown to address unmet needs and gaps in services and now serves over 125,000 individuals and their families each year through the following four service areas:

- Housing
- Economic Development
- Education
- Health and Human Services

While CPLC's core competency is in serving the Latino community, the agency assists anyone who turns to us in need of assistance regardless of age, ethnicity, sexual orientation or religious affiliation. CPLC is also unique in serving both urban and rural populations.

In 2000, when Maricopa and Pinal Counties combined regional HIV incidence rate was 9.04 per 100,000 (Community Planning Group), it became evident a grassroots program was needed that could effectively reach the growing Latino population to identify and serve Latino HIV/AIDS infected persons. In response to this identified need, CPLC founded LUCES (Latinos Unidos Contra El Sida – Latinos United Against AIDS) to address the lack of culturally competent street- and community-based targeted outreach in Maricopa and Pinal Counties. Initially, LUCES served as a marketing mechanism to promote HIV/AIDS services and to provide linkage with primary care and social services for the Latino population. As a peer driven prevention program, the main goal was to, identify and provide HIV supportive services to any Latino who was newly diagnosed with HIV or was not receiving Primary Medical Care. Over time, LUCES services have expanded to include core medical and supportive case management, behavioral health, substance abuse services, and outreach services. LUCES also provides surveillance and client advocacy.

Today, the LUCES program provides a range of multicultural and bilingual services to 212 active clients throughout the Phoenix EMA (Eligible Metropolitan Area). Of these program participants, 80% are Hispanic and many are monolingual Spanish speakers who migrate to the area from countries including Mexico, El Salvador, Guatemala and Cuba. Males represent approximately 80% of the client population; 18% are female; and 2% are transgender.

In order to maximize access to services, LUCES employs an in-home service delivery model that eliminates many of barriers to care. Although services are provided at the LUCES program office approximately 60% of clients receive case management, supportive, and individual counseling services at home. Additional services such as group counseling and substance abuse treatment are provided in a community-based setting.

The CPLC LUCES program provides the following core services to eligible individuals and families. In addition, CPLC has an abundance of collaborative resources that can be utilized to assist individuals that are in need of other services that will ease their burden in dealing with this virus. All services are conducted in client's native tongue and are culturally sensitive to the clients needs.

Medical and Supportive Case Management

LUCES provides a range of client-centered services that link clients with primary HIV medical care, access to life sustaining medications, mental health, substance abuse, psychosocial, and other supportive services to ensure timely, coordinated access to medically-appropriate levels of health and support services. The program provides ongoing assessment of the client's and other family members' needs and personal support systems, and a linkage that expedites discharge, as medically appropriate, from inpatient facilities. Key activities include initial comprehensive assessment of the client's needs and personal support systems; development of a comprehensive, individualized service plan; coordination of the services required to implement the plan; client monitoring to assess the efficacy of the plan; and periodic reevaluation and revision of the plan as necessary during the life of the client.

Services may include client-specific advocacy. Following the assessment of individual need, advice and assistance is provided in obtaining medical, social, community, legal, financial, benefits counseling and assistance, and other needed services.

Mental Health Services

LUCES provides outpatient psychological and psychiatric treatment and counseling services, including individual and group counseling, provided by a mental-health professional who is licensed or authorized within the state such as psychiatrists, psychologists, clinical-nurse specialists, social workers, and counselors.

Substance Abuse Services

Substance abuse services include provision of treatment and/or counseling to address substance abuse issues (including alcohol, legal and illegal drugs) in an outpatient setting. Treatment includes both individual and group services when appropriate and includes family members when deemed necessary. Referral is provided for residential treatment when necessary.

Outreach Services

These services aim to identify people with HIV disease, particularly those who know their HIV status so that they may become aware of and may be enrolled in ongoing HIV primary care treatment. Outreach activities are planned and delivered in coordination with state and local HIV prevention outreach activities to avoid duplication of effort and to address a specific service need category identified through the state and local needs assessments processes. Activities are conducted in such a manner as to reach those known to have delayed seeking care. Outreach services are continually reviewed and evaluated in order to maximize the probability of reaching individuals who do not know their HIV status or know their HIV status but are not actively in treatment.

Through the above listed LUCES program services, CPLC has committed to the preservation and well being of PLWH/A and assisting them to overcome the barriers they face on a day-to-day basis. LUCES services are designed to enhance the quality of life for those infected and affected by HIV/AIDS by providing them with services and support to reduce risk and maximize health and well-being. In communities of color, where poverty, language, custom and cultural differences often conflict with the traditional system of service delivery, CPLC provides a critical bridge to improve access to services for underserved Latino PLWH/A.

Personnel Assigned to this Service Category

The CPLC LUCES program hires qualified staff that reflects the cultural and linguistic diversity of the population they serve. This is especially true for LUCES staff who serve a Latino population of PLWH/A who already experience numerous barriers to care. In this case, it is vital that providers offer services that respond to specific cultural needs and backgrounds of their service population. Lack of providers who reflect or understand the ethnic, cultural or lifestyle background of the individuals they serve, or who do not speak the client's language can result in miscommunication, misunderstanding, or lack of trust between the provider and client. Lack of culturally responsive services can also contribute to hesitance of the part of some PLWHA/A to seek out and access needed services and support.

The CPLC LUCES program staff is responsible for direct outpatient mental health and substance abuse services are as follows:

Maclovía Zepeda-Morales
LUCES Program Director

Ms. Zepeda-Morales began her career in behavioral health in 1993 as a peer educator. Ms. Morales facilitated many peer groups with young adolescents ages 11-15. Group topics ranged from anxiety and depression to sexual abuse. Ms. Zepeda-Morales' professional experience grew during her two years of employment with Planned Parenthood of Arizona where she assisted two onsite professional counselors in the provision of peer counseling to women who were struggling with issues such as contraceptive side effects, termination of pregnancy, sexual abuse, exploration of sexual identities, sexual practices, and coping issues. Ms. Zepeda-Morales began to focus on treatment as it relates to HIV in 1999, during 3 years of employment with agencies formally known as AIDS Project Arizona and Phoenix Body Positive. In addition to the development of many culturally appropriate educational and case

management programs, Ms. Zepeda-Morales conducted, on a regular basis, intakes/assessments on all new Spanish speaking consumers as well as conducting re-assessments on all existing Spanish speaking consumers. Ms. Zepeda-Morales also began individual counseling sessions through mentorship with newly diagnosed and existing HIV positive Spanish speaking consumers. She facilitated a Spanish speaking support group for HIV positive consumers who were struggling with co-disorders. In 2001, Ms. Zepeda-Morales began to work for People of Color Network (PCN). During that time, she provided guidance, resources and individual/family counseling sessions in the areas of child abuse/neglect, depression/suicidal, anxiety and other disorders. Ms. Zepeda-Morales continues to provide mental health and substance abuse services during her tenure with Chicanos Por La Causa which began in 2002. Ms. Zepeda-Morales has conducted individual/family therapy for both adults and children, behavioral health retreats for adults and children, adult and adolescent substance abuse groups and parenting skills groups. Ms. Zepeda-Morales is classified as a Behavioral Health Technician in the State of Arizona and is bilingual English and Spanish-speaking.

***Gerardo Angulo, M.ED., LSAT, DAPA, BCPC, CRS
Clinical Supervisor***

Mr. Angulo has 14 years of professional experience as a service provider. He has worked as a domestic violence counselor, a mental health and substance abuse therapist for children and adolescents, and has conducted mediation services and couples counseling at the Pima County Superior Court in Tucson. Mr. Angulo specializes in domestic violence issues; substance abuse outpatient treatment; grief and loss, marriage counseling, depression and anxiety; GLBT (Gay, Lesbian, Bisexual and Transgender) youth, and mental health and substance abuse counseling for adults living with HIV/AIDS. Mr. Angulo holds a Master's Degree in Education Counseling with an emphasis in human relations. He is a licensed substance abuse technician in the State of Arizona; a board certified professional counselor through the American Psychotherapy Association (APA), and is currently working on a Master's Degree in administration with an emphasis in leadership. Mr. Angulo is a Behavioral Health Professional and is currently certified as a Substance Abuse Technician in the State of Arizona. Mr. Angulo is bilingual English and Spanish-speaking.

***Duvia Lozano, MSW
Adult Clinician***

Ms. Lozano holds a Masters Degree in social work and has over 10 years of behavioral health experience working with youth and adults in an outpatient setting. She has been employed with CPLC since 2002 and is experienced in conducting mental health and substance abuse assessments and providing mental health and substance abuse diagnosis for PLWH/A. She is also experienced in individualized treatment planning, individual and group therapy and substance abuse group sessions. Ms. Lozano's cutting edge interventions incorporate holistic techniques into treatment. Ms. Lozano is currently a Master Reike practitioner and is considered to be a Behavioral Health Technician in the State of Arizona. She is bilingual English and Spanish-speaking.

Plan to Meet the Needs of the PLWH/A Population

LUCES unique wrap-around approach ensures that client's needs are individually assessed and identified. LUCES unique approach recognizes that the Latino community is made up of people from many different nationalities and races, and educational and socioeconomic levels. The common threads for most are the Spanish language and cultural values. Many LUCES consumers rely on their extended family, community, traditional healing, and faith-based networks to assist them during a health crisis. As a result, many Latinos with mental illness often do not seek mental health/substance abuse treatment through the traditional system of service delivery. Many Latinos are vulnerable to the stresses of immigration and acculturation and their traditional values and beliefs are often at odds with the new culture. Latino PLWH/A may lack family support and often face language barriers. LUCES philosophy is that both mental health and substance abuse services for Hispanics/ Latinos must be responsive to cultural needs include appropriate linguistic and literacy support. With the proper approach and treatment most symptoms of mental illnesses can be effectively controlled.

According to the Ryan White Planning Council 2010 Mental Health Assessment Approximately 30-50% of clients have prominent mental health symptoms. Anxiety and depression exist among 25-30% of PLWH/A compared to 7-16% of the general population. The majority of PLWH/A within the EMA are covered for behavioral health services through Magellan of Arizona – The Regional Behavioral Health Authority for Maricopa County. Funds for these services are provided through a contract with the Arizona Department of Health Services Division of Behavioral Health Services (ADHS/DBHS) and AHCCCS. However, approximately 28% of PLWH/A living within the

Phoenix EMA do not qualify for AHCCCS or any other healthcare coverage. These are the consumers who are dependent of Ryan White Part A services to fund their care.

The Ryan White Planning Council's 2009 Out of Care Needs Assessment also shows that 35% of newly diagnosed PLWH/A reported a mental health referral and 21% report a referral for substance abuse treatment. Substance abuse and support groups were among the top 5 services referrals once linked into care.

The American Psychiatric Association published that Mental Health problems can strike anybody, but people with HIV are more likely to experience a range of mental health issues. Most common are feelings of acute emotional distress, depression, and anxiety, which can often accompany adverse life-events. HIV also can directly infect the brain, causing impairment to memory and thinking. In addition, some anti-HIV drugs can have mental health side effects. While the National Institute on Drug Abuse reports that drug abuse and addiction have always been inextricably linked to HIV/AIDS, people often believed that this connection was due only to injection drug use and needle sharing. However, this way of thinking greatly underestimates the impact that drug use and abuse can have on the spread of HIV/AIDS through the risky behaviors it engenders. Drug and alcohol intoxication affects judgment and can lead to risky sexual behavior that puts participants at risk of contracting or transmitting HIV and other sexually transmitted diseases. In addition, drug use and abuse can facilitate the progress of HIV infection by further compromising the immune system.

The LUCES program proposes to continue services to eligible Ryan White Part A consumers and provide outpatient general mental health and substance Abuse services in both an individual and group setting. Services will emphasize cultural and linguistic competency for the Latino Spanish-speaking population and will be offered in the home or office setting. Group and individual sessions will be made available after-hours to facilitate access for those clients who cannot attend during traditional office hours.

Clients come to LUCES from throughout the Phoenix EMA through outreach efforts, Ryan White provider referrals, and nontraditional sources such as small healthcare clinics, faith based organizations, and LGBTQ groups. Clients establish eligibility through Ryan White Central Eligibility.

Clients meeting eligibility guidelines will receive outpatient mental health and substance abuse services funded through Ryan White Part A. The client's third party payer is verified at this time and screened at every visit. All clients receiving these core services must not be eligible for through any other funding source and will be screened every 30 days. Clients must provide the following documentation which can be taken from the initial intake and six month update information:

- Documentation of current residency in the Phoenix EMA;
- Documentation of HIV status;
- Documentation of family income below 300% of Federal poverty guidelines
- Documentation of CD4 and viral load tests performed in the last twelve months

All clients will complete a state approved Behavioral Health Assessment in which the client's history of mental illness and/or substance use will be assessed. The assessment is completed by the Clinical Supervisor or the Adult Clinician. The assessment covers key elements including environmental factors, health history and current health status, natural support systems, coping skills, history of danger to self and others, and cultural preferences including traditional healing interventions and treatment. Once the assessment is completed a clinical staffing occurs whereby the two clinicians determine who will be assigned as the primary provider to the client. Clients identified in crisis or in need of inpatient, psychiatric or other intensive services will be further assessed and will receive immediate interventions and/or referrals as needed.

Based on the diagnosis given and needs identified resulting from the assessment, a comprehensive treatment plan will be developed, followed, and monitored at a minimum of every six months. The treatment plan is a living document that consists of client identified goals, objectives, key steps, person(s) responsible, frequency and type of services, current progress and projected date for completion. Client progress is monitored and documented and reviewed in a collaborative process that involves both client and provider. Modifications to a client's treatment plan based on progress and setback in treatment are reviewed on an ongoing basis while in active care with the LUCES program. Therapeutic techniques include, but are not limited to the following: cognitive behavioral therapy, reality therapy, solution-focused therapy, marriage/couples counseling (limited), Reiki energy therapy, empowerment perspective, family systems therapy, meditation, guided imagery, and mindfulness. Additional referrals will be

made when needed to CPLC and other community-based services to assist with issues such as food, housing, immigration, legal and domestic violence.

Individual or group counseling and substance abuse sessions will be conducted in an in-home or community based setting to facilitate access and client participation and compliance with the treatment plan. Frequency and range of services is determined based on the individual assessment and is documented in the plan.

Mental health and substance abuse support groups are lead by mental health professionals. One support group adopted the Alcoholic Anonymous (AA) model by utilizing PLWH/A who are considered to be “veterans” in dealing with the disease to provide mentorship to newly diagnosed consumers. This group “Manos de Esperanza – Hands of Hope” offers the opportunity for PLWH/A to engage in mutual self help and deal with issues such as disclosure, diagnosis acceptance, fears associated with starting treatment, medication adherence and side effects. The second group is targeted to the needs of women and transgender women only. Common group topics include: managing anxiety and depression, disclosure of HIV status, grief and loss, stages of change, acceptance, HIV 101 Education, STD prevention, holistic healing, effective communication, sexuality, anger management, stress management, and domestic violence. One session per month is focused specifically on substance abuse issues such as substance abuse prevention/education, coping skills, triggers and relapse prevention.

LUCES will target the entire Phoenix Eligible Metropolitan Area (EMA) through outreach efforts and will provide services to clients from throughout Maricopa and Pinal Counties in all seven regions. As LUCES engages clients, emphasis is also placed on retaining clients in care. Due to recent legislation, many Latino PLWH/A must now face a hostile environment in the community as well as coping with a critical diagnosis. Many of these clients are ineligible for public benefits and work in low-wage service industry jobs that do not provide traditional health insurance coverage. This has resulted in a client population that is exceedingly mobile and more difficult to retain in care. To address this issue, LUCES has used incentives such as providing a light meal, in-home services, and flexible office hours to improve access to and utilization of services. Incentives are funded through unrestricted sources such as revenue generated from fundraising.

LUCES currently provides mental health and substance abuse services to over 80 Ryan White Part A eligible individuals. All of these clients are Latino Spanish-speaking. Of these clients, 80% are male, 18% are female and 2% are transgender. These clients are all currently residing throughout the Phoenix EMA.

For the mental health contract LUCES plans to serve 54 unduplicated clients and will provide 120 assessment units; 7801 group units; and 3328 individual units. For the substance abuse contract LUCES plans to serve 30 unduplicated clients and will provide 1098 group units; and 1168 individual units.

CLARIFICATION QUESTIONS

Chicanos Por La Causa Inc. Question Clarifications for SERIAL 12097- RFP RYAN WHITE PART A SERVICES-OUTPATINET MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

1. Please provide details on who will provide services for languages other than Spanish as requested in 3.40.3 of the RFP.

Response: All LUCES program staff identified in the response to the RFP are fluent in Spanish (Maclovia Zepeda, Gerardo Angulo, and Duvia Lozano) In the event that a client is referred to CPLC for Mental Health and/or Substance Abuse services, the client's primary language will be identified. If the client's primary language is not English or Spanish, another Ryan White Part A provider will be identified. If another provider cannot be identified a language line will be utilized to translate.

2. The Narrative states the Clinical Supervisor completes client assessments. Who is the Clinical Supervisor?

Response: The LUCES Clinical Supervisor is Gerardo Angulo. Mr. Angulo is currently recognized as a Behavioral Health Professional by the Arizona Office of Behavioral Health Licensure.

3. The Organizational Chart does not provide detail on your LUCES Program. Please provide one that will show where it is located within your organization and the key staff for the program.

Response: Please see Attachment A.

4. Please provide a more current (updated) Resume for Maclovia Zepeda.

Response: Please see Attachment B.

5. Please provide copies of any Licenses or Certifications for Duvia Lozano and Maclovia Zepeda. Are they licensed or certified by the State of Arizona Department of Health, Behavior Health? If yes, please provide copies of the licenses or certifications.

Response: Duvia Lozano and Maclovia Zepeda are not independently licensed or certified by the State of Arizona Department of Health or Behavioral Health. However due to significant years of experience and/or education both Ms. Zepeda and Ms. Lozano are considered to be Behavioral Health Technicians under the Arizona Office of Behavioral Health Licensure statutes. Under the statutes Ms. Lozano and Ms. Zepeda are able to provide a full menu of services as identified in

the RFP while services are provided under the supervision of Behavioral Health Professional. Mr. Angulo, as the Clinical Supervisor provides the direct supervision for all Mental Health and Substance Abuse services.

6. The License for Gerardo L. Angulo expired October 31, 2011. Can you provide a current license?

Response: Please see Attachment C.

7. There are references in the narrative that licensed Psychologist and Psychiatrist will be providing services? Are you using Consultants? If so, please provide additional information such as licenses, budgets, etc.

Response: The reference in the narrative referred to clients who needed coordination of care for Psychiatric service i.e., Psychiatric Evaluations, Psychotropic Medication. For these types of services and based on third party payer, clients will be referred internally within the CPLC Behavioral Health structure or externally to Ryan White Part A providers.

8. The Narrative states the Paraprofessional Behavioral Health Staff will be supervised. Please provide the name of the supervisor and the supervisory responsibilities.

Response: Under the Arizona Office of Behavioral Health Licensure a Behavioral Health Technician (Ms. Zepeda and Ms. Lozano) are able to provide behavioral health services under the provision that services are being supervised by and independent Behavioral Health Professional (Mr. Angulo). All services and cases are staffed formally both individually and in group settings. The Arizona Office of Behavioral Health Licensure statues identify that a minimum of 4 supervision hours per month must be conducted and documented. This process is implemented with the LUCES staff identified in this RFP.

9. Please confirm that CPLC does not charge for alternative (Reiki) services as it is not reimbursed by Part A funds.

Response: CPLC does not charge for Reiki services. All Ryan White Part A Mental Health and Substance Abuse services are individual or group counseling sessions. Reiki and other alternative services are provided as a courtesy service and any resources needed to provide this service are funded by CPLC contributions and and revenue generated by fundraising.

10. Your response states you will provide services throughout the Phoenix Eligible Metropolitan Area. What resources are you using for Pinal County, etc.? Please provide more detail.

Response: The US Department of Health and Human Services- Health Resources and Service Administration (HRSA) defines the Phoenix Eligible Metropolitan Area to include Pinal County residents. All services identified in this proposal will include Pinal County residents as we have historically. Both individual and group services will be offered based on need.

11. Client Transportation services are referenced in your Cost Allocation Plan. Please provide details for this service.

Response: Transportation services were included in the Cost Allocation Plan as it is a separate service the CPLC/LUCES program would like to provide under the Ryan White Part A service category, however it not a services that will be provided under this RFP. If a client receiving Mental Health and/or Substance Abuse services should identify transportation as a need, the provider will ensure that resources are identified to address this barrier and may include seeking services from the current Ryan White Part A Transportation provider.

12. Proposed fee rates do not reflect the current AHCCCS rates for Mental Health and Substance Abuse Treatment. Please confirm CPLC's agreement that billing will based in the AHCCCS fees for service schedule that is in place at the time the service(s) are provided.

Response: CPLC ensures that any billing generated under the Mental Health and Substance Abuse contract will be based on the current AHCCCS fees for service schedule.

13. The submitted CPLC Indirect Cost Agreement expired on June 30, 2012. Please submit the current indirect Cost Agreement.

Response: Please see Attachment D (Letter from Vice President of Finance)

14. Please provide the calculation used to determine the General Office Supplies described in the Mental Health Budget (\$2,830.75). There is an inconsistency between the cost allocation methodology for General Supplies described in the Budget (clients) and the cost allocation methodology described in the Cost Allocation Plan (staff). Also, please explain why the general supply budget has increased \$1,000 over the 2012 budget.

Response:

- A. The calculation used to determining the General office supplies described in the Mental Health Budget is based on the Number of employees designated to each contract. Priority is given to the salary and fringe of the employees, followed by the materials needed for the operations of the program.

- B. Whereas, the calculation would be as follows:
 $\$(\text{Contract Revenues}) - \$(\text{Employees Salary and Fringe}) = \$(\text{available for supplies})$
- C. The calculation used for the determination of the budget for the general supplies as described in the, due to the aspect of the program is direct cost driven, the majority of the budget is geared towards the salary and fringes, the remaining amount of monies is to be divided by the staff designated by each contract.
- D. When we submitted the cost allocation plan to reflect the current contracts. The variance would be due to the modification made to reflect the proposed budget of \$2,831.00 for general supplies.
- E. The increase is due to the proposed staffing plan which has increased by 1.47 FTE to that 1.73FTE this increase of staffing will have an associated increase in supplies.
- F. Please see revised Cost Allocation Plan Attachment E.

15. Please provide the calculation used to determine the General Office Supplies described in the Substance Abuse Budget (\$793.85). There is an inconsistency between the cost allocation methodology for General Supplies described in the Budget (clients) and the cost allocation methodology described in the Cost Allocation Plan.

Response:

- A. The cost allocation for program is based on the amount of employees designated to each contract. Priority is given to the salary and fringe of the employees, any monies that are left are used for operating supplies given that the amount that is typically left for supplies is both consistent and material for the operations of the program.
- B. Whereas, the calculation would be as follows:
 $\$(\text{Contract Revenues}) - \$(\text{Employees Salary and Fringe}) = \$(\text{available for supplies})$
- C. Please see revised Cost Allocation Plan Attachment E.

AMENDMENT No. 1
To
**SERIAL 12097-RFP RYAN WHITE PART A SERVICES – OUTPATIENT MENTAL HEALTH AND
SUBSTANCE ABUSE SERVICES**
Between
Chicanos Por La Causa
&
Maricopa County, Arizona

WHEREAS, Maricopa County, Arizona (“County”) and Chicanos Por La Causa have entered into a Contract Ryan White Part A Services – Outpatient Mental Health and Substance Abuse Services dated February 20, 2013 (“Agreement”) and effective February 20, 2013, County Contract No. 12097-RFP.

WHEREAS, County and Chicanos Por La Causa 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 4.27:

Add the following language to the contract terms:

4.27 REQUIREMENTS CONTRACT:

4.27.1 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.

4.27.2 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.

4.27.3 Contractor agrees to accept written cancellation of purchase orders.

Section 4.28:

Add the following language to the contract terms:

4.28 AVAILABILITY OF FUNDS:

4.28.1 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.

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

Section 4.29:

Add the following language to the contract terms:

4.29 RESTRICTIONS ON USE OF FUNDS:

- 4.29.1 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:
 - 4.29.1.1 Under any State compensation program, under any insurance policy, or under any Federal, State, or county health benefits program; or
 - 4.29.1.2 By an entity that provides health services on a prepaid basis.
- 4.29.2 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.
- 4.29.3 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.
- 4.29.4 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.
- 4.29.5 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.
- 4.29.6 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."

Section 4.30:

Add the following language to the contract terms:

4.30 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS:

- 4.30.1 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.
- 4.30.2 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.

4.30.3 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.

Section 4.31:

Add the following language to the contract terms:

4.31 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.

Section 4.32:

Add the following language to the contract terms:

4.32 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.

Section 4.33:

Add the following language to the contract terms:

4.33 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.

Section 4.34:

Add the following language to the contract terms:

4.34 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.

Section 4.35

Add the following language to the contract terms

4.35 LAWS, RULES AND REGULATIONS:

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

Section 4.36

Add the following language to the contract terms:

4.36 ANTI-KICKBACK REGULATIONS:

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

4.36.2 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.

4.36.3 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.

4.36.4 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

4.36.5 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

4.36.6 The Contractor shall have employee policies that discourage:

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

Section 4.37

Add the following language to the contract terms:

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.

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 4.16

Remove the following language to the contract terms:

~~4.16 — ALTERNATIVE DISPUTE RESOLUTION:~~

~~4.16.1 — After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:~~

~~4.16.1.1 — Render a decision;~~

~~4.16.1.2 — Notify the parties that the exhibits are available for retrieval; and~~

~~4.16.1.3 — Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).~~

~~4.16.2 — Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.~~

~~4.16.3 — Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.~~

Section 4.21

Remove the following language to the contract terms:

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

~~4.21.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~4.21.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

CHICANOS FOR LA CAUSA

[Handwritten Signature]

Authorized Signature

P. VAREAS, PSY.D. USAF; V.P. OF I/HHS

Printed Name and Title

5/9/14

Date

MARICOPA COUNTY:

[Handwritten Signature]

Chief Procurement Officer

5/15/14

Date