SERIAL 12097 RFP RYAN WHITE PART A SERVICES – OUTPATIENT MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES (Phoenix Shanti Group)

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)

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 Phoenix Shanti Group, 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.

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

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

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

4.3.8 Cancellation and Expiration Notice.

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

4.4 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:

Phoenix Shanti Group
Attn: Keith Thompson, CEO
2345 W. Glendale Ave
Phoenix, AZ 85021

4.5 TERMINATION:

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

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

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

4.6 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 posses 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 statues 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.

4.1 **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 **<u>The Contractor's Code of Ethics/Standards of Conduct shall include:</u>**

- **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

AUTHORIZED SIGNATURE

Keith A. Thompson CEO

PRINTED NAME AND TITLE

2345 W. Glendale Ave, Phoenix, AZ 85021

ADDRESS

2/5/2013

DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS

MAR 12 2013

DATE

ATTESTED:

CLERK OF THE BOARD 022013

MAR 12 2013

DATE

APPROVED AS TO FORM:

LEGAL COUNSEL

2/28/13

DATE

EXHIBIT A

SERVICE PROVIDER APPLICATION

Organization: Phoenix Shanti Group

Address: 2345 W Glendale Ave

City: Phoenix State: AZ Zip: 85021

Telephone: 602-279-0008

Executive Director/CEO: Keith Thompson

Person completing this form: Keith Thompson Contact Telephone: 602-279-0008

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

Years in Business: 25

Maricopa County Vendor Registration Complete: ☑ Yes ☐ No Vendor Number: W000007289

Site and Locations where services will be provided under this contract: 2345 W Glendale Ave Phoenix AZ 850

Service Site Location #1: 2345 W Glendale Ave

Organization: Phoenix Shanti Group

Address: 2345 W Glendale Ave

City: Phoenix State: AZ Zip: 85021

Telephone: 602-279-0008

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, primary location in PSA 5

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: State Since: Medicaid ... since 1995
Grant fund 2: HOPW Since: (HOPWA) .... since 1996
Grant fund 3: United Since: (United Way) ... since 1999

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:

All staff and support expenses are charged to the programs for which they work

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	7/17/12
PREPARED BY:	Donald Floth, CFO
NAME OF ORGANIZATION:	**Phoenix Shanti Group**
Fed. Employee ID # (FEIN)	86-0592079
DUNS #	603200866
ADDRESS:	2345 W. Glendale Ave. Phoenix, AZ 85021
AUTHORIZED CONTACT	Keith Thompson, CEO
TELEPHONE	602-279-0008 FAX 602-279-2004
E-MAIL	keitht@shantiaz.org
PRIMARY CONTACT	Keith Thompson, CEO
TELEPHONE	602-279-0008 FAX 602-279-2004
EMAIL	keitht@shantiaz.org
CONTRACT NUMBER	
SERVICE CATEGORY	**Mental Health**
BUDGET PERIOD:	3/1/2014 (Start Date) — 2/28/2014 (End Date)
CONTRACT AMOUNT	**$2,200.00**

SERIAL 12097-RFP

Date Prepared: **7/17/2012**

(Section I)

Organization	**Phoenix Shanti Group**
Service Category	**Mental Health**
Budget Period	**March 1, 2014 Through February 28, 2014**

(Section II) **Contract Amount** **$2,200.00**

	Operating Expenses		Administrative Budget	Direct Service Budget	Total Budget
		FTES	0.00	0.05	0.05
Personnel:	**Salaries**		$-	$2,200.00	$2,200.00
Personnel:	**Fringe/Benefits**		-	-	-
	Subtotal: Personnel/Fringe Benefits		-	2,200.00	2,200.00
	Other Operating Expenses				
Travel			-	-	-
Supplies			-	-	-
Equipment			-	-	-
Contractual			-	-	-
Program Support			-	-	-
Other Professional Services			-	-	-
	Subtotal: Other Operating Expenses		-	-	-
	Total Operating Expenses (Personnel and Other Direct Costs)		-	2,200.00	2,200.00
	Indirect Costs		-		-

Enter Indirect Cost Rate (may not exceed 10% of Direct Costs)	**0.00%**	*Providers claiming an indirect cost must submit their most current negotiated indirect costs rate agreement issued by the cognizant federal agency with their budget.*

Total Costs of Contract		-	2,200.00	2,200.00
	(Admin-Percent of Direct Costs)	0.00%		

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: **7/17/2012**

Provider Entry	Auto Calculation

Fringe Benefit Rate	0.0 0%

1 **Staffing**

Staffing Phoenix Shanti Group 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	BH Therapist	"See List"	2080	5.04 %	0.0504	$21.00	$2,200.00	$-	D	0%	-	-	$2,200.00	$-	
	Supports the client in achieving a healthier mental and behavioral life status. Provides therapeutic intervention and support in individual sessions as outlined by the treatment plan. Assists the client in achieving the treatment goals, revising the objectives as they are achieved, and moving the client towards a mutually agreeable treatment termination.														
2					0.0000		$-	$-			-	-	$-	$-	(R)
	Description														
3					0.0000		$-	$-			-	-	$-	$-	
	Description														
4					0.0000		$-	$-			-	-	$-	$-	
	Description														
5					0.0000		$-	$-			-	-	$-	$-	
	Description														
6					0.0000		$-	$-			-	-	$-	$-	
	Description														
7					0.0000		$-	$-			-	-	$-	$-	
	Description														

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

Benefits

Benefits Name	Percent
TOTAL	0.00 %

8					0.0000		$-	$-			-	-	$-	$-
	Description													
	Subtotal Personnel				0.05		$2,200.00	$-			$-	$-	$2,200.00	$-
	Subtotal from Personnel Continuation Sheet				0.00		$-	$-			$-	$-	$-	$-
	TOTAL Personnel				**0.05**		**$2,200.00**	**$-**			**$-**	**$-**	**$2,200.00**	**$-**

(Admin)	0.00	FTE	Percent Admin	0%
(Direct Service)	0.05	FTE	Percent Direct	100%
Total	0.05	FTE		100%

2 **Staffing Continuation Sheet (Page 2 of 2)**

Provider Entry | Auto Calculation

Date Prepared: **7/17/2012**

Staffing Continuation Sheet (Page 2 of 2) Phoenix Shanti Group 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: **7/17/2012**

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 Phoenix Shanti Group Mental Health							
			Mileage Rate					
		FTE	Annual Miles Budgeted (Per 1 FTE)*	Miles Applied to Grant	Total Budget	Admin	Direct Svc	Narrative Justification
1	Admin			0	$-	$-	$-	
2	Direct Svc			0	$-		$-	
	TOTAL		0	0	$-	$-	$-	$-

(Total Miles applied to this grant)

***Note - Budget annual mileage for 1 FTE.**

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

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

	Other Allowable Travel Phoenix Shanti Group Mental Health							
	Dates of Travel				Total Budget	Admin	Direct Svc	Narrative Justification
1		Cost			$-	$-	0	
		Line Item					0	
2		Cost			$-	$-	0	
		Line Item					0	
3		Cost			$-	$-	0	
		Line Item					0	
					$-	$-	-	$-

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

SUPPLIES

Provider Entry	Auto Calculation

Date Prepared: **7/17/2012**

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 Phoenix Shanti Group Mental Health					
	Item	**Annual Budget**	**% Admin 0%**	**% Direct 100%**	**Total 100%**	**Narrative Description/Cost Allocation Methodology**
1			$-	$-	$-	
2			$-	$-	$-	
3			$-	$-	$-	
4			$-	$-	$-	
5			$-	$-	$-	
			$-	$-	$-	
	TOTAL		$-	$-	TOTAL	**$-**

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

	Program Supplies Phoenix Shanti Group Mental Health					
	Item	**Annual Budget**	**Admin**	**Direct**		**Narrative Description/Cost Allocation Methodology**
1			$-	$-		
2				$-		
3				$-		
4				$-		
5				$-		
				$-		
		TOTAL	$-	$-	TOTAL	**$-**

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

EQUIPMENT

Provider Entry	Auto Calculation

Date Prepared: **7/17/2012**

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 Phoenix Shanti Group 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 Phoenix Shanti Group 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: **7/17/2012**

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 Phoenix Shanti Group Mental Health							
	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.				SUBTO	$-	$-	

Page 1				TAL			$ -		
Consulting/ Prof./ Clerical Sup. From Contractual Continuation Page				SUBTOTAL	$ -	$ -	$ -		
				TOTAL	**$ -**	**$ -**	**$ -**		

`

2. Subcontracts

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

	2. Subcontracts Phoenix Shanti Group Mental Health								
	Subcontractor Name		**Sub recipient or Vendor**	**Admin Budget**	**Direct Service Budget**	**Total Budget**	**Admin % of Direct**	**Dates of Service**	
1						$-	#DIV/0!		
	Service(s) Provided								
	Narrative/ Justification								
2						$-	#DIV/0!		
	Service(s) Provided								
	Narrative/ Justification								
3						$-	#DIV/0!		
	Service(s) Provided								
	Narrative/ Justification								
			TOTAL	-	-	-			

		Admin	**Direct**	**Total**
SUMMARY	Contractual	$-	$-	$-

Contractual- Continuation Page

Date Prepared: **7/17/2012**

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 Phoenix Shanti Group 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

Date Prepared: **7/17/2012**

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 Phoenix Shanti Group Mental Health					
Item	**Amount Budgeted**	**Admin 0%**	**Direct 100%**	**Total**	**Narrative/Cost Allocation Methodology**
		$-	$-	$-	
		$-	$-	$-	
		$-	$-	$-	
		$-	$-	$-	
TOTAL		$-	$-	TOTAL	**$-**

2 **Copy/Duplicating**

Copy/Duplicating Phoenix Shanti Group 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 Phoenix Shanti Group 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 Phoenix Shanti Group Mental Health					
Item	**Amount**	**Admin**	**Direct**	**Total**	**Narrative/Cost Allocation Methodology**

	Budgeted				
		$-	$-	$-	
		$-	$-	$-	
		$-	$-	$-	
		$-	$-	$-	
		$-	$-	$-	
TOTAL		-	-	TOTAL	$-

4 **Other Program Support**

Other Program Support Phoenix Shanti Group Mental Health					
Item		**Admin**	**Direct**	**Total**	**Narrative/Cost Allocation Methodology**
	$ 500.00	$ -	$ -	$-	
	$ -	$ -	$ -	$-	
	$ -	$ -	$ -	$-	
	$ -	$ -	$ -	$-	
	$ -	$ -	$ -	$-	
TOTAL		$-	$-	TOTAL	$-

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

SERIAL 12097-RFP

Other Professional Service | Provider Entry | Auto Calculation | Date Prepared: **7/17/2012**

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 Phoenix Shanti Group 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 Phoenix Shanti Group 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 Phoenix Shanti Group 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 Phoenix Shanti Group 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	$ -	$ -	$ -	

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

Schedule of Deliverables

Provider Entry	Auto Calculation

Date Prepared: **7/17/2012**

Organization Name: **Phoenix Shanti Group**

Service Category **Mental Health**

Performance Measures:

Number of New Clients	2
Number of Returning Clients	3
Total # of Unduplicated Clients	5

					Schedule of Deliverables												**Fee for Service Only** ***(Not Applicable to Cost Reimbursement Contracts)***		
	CAREWare Service Unit Name/Code	Service Description	Service Unit Definition 1 unit = (i.e. 15 minutes)	Number of Units Proposed	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	H0004	Individual Counseling	1 unit = 15 min.	130	12	12	12	12	12	10	10	10	10	10	10	10	$15.12	$1,965.60	AHCCCS
2	H0004HQ	Group Counseling	1 unit = 15 min.	-													$6.50	$-	AHCCCS
3	H0031	MH Assessment	1 unit maximum	2			1							1			$120.03	$240.06	AHCCCS
4				-														$-	
5				-														$-	
6				-														$-	
7				-														$-	
8				-														$-	
9				-														$-	
10				-														$-	
11				-														$-	
12				-														$-	
13				-														$-	
14				-														$-	
15				-														$-	
TOTAL				132	12	12	13	12	12	10	10	10	10	11	10	10		$2,205.66	

Total Budget	$2,200.00
Over/(Under Budget)	$5.66

Balance should equal zero

EXHIBIT B-2

PRICING & BUDGET FORM
SUBSTANCE ABUSE

DATE PREPARED	7/17/12
PREPARED BY:	Donald Floth, CFO
NAME OF ORGANIZATION:	**Phoenix Shanti Group**
Fed. Employee ID # (FEIN)	86-0592079
DUNS #	603200866
ADDRESS:	2345 W. Glendale Ave. Phoenix, AZ 85021
AUTHORIZED CONTACT	Keith Thompson, CEO
TELEPHONE	602-279-0008 FAX 602-279-2004
E-MAIL	keitht@shantiaz.org
PRIMARY CONTACT	Keith Thompson, CEO
TELEPHONE	602-279-0008 FAX 602-279-2004
EMAIL	keitht@shantiaz.org
CONTRACT NUMBER	
SERVICE CATEGORY	**Substance Abuse**
BUDGET PERIOD:	3/1/2014 (Start Date) 2/28/2014 (End Date)
CONTRACT AMOUNT	**$34,200.00**

SERIAL 12097-RFP

Date Prepared: **7/17/2012**

(Section I)

Organization	**Phoenix Shanti Group**
Service Category	**Substance Abuse**
Budget Period	**March 1, 2014 Through February 28, 2014**

(Section II)

Contract Amount **$34,200.00**

	Operating Expenses		Administrative Budget	Direct Service Budget	Total Budget
		FTES	0.00	0.78	0.78
Personnel:	**Salaries**		$-	$34,200.00	$34,200.00
Personnel:	**Fringe/Benefits**		-	-	-
	Subtotal: Personnel/Fringe Benefits		-	34,200.00	34,200.00
	Other Operating Expenses				
Travel			-	-	-
Supplies			-	-	-
Equipment			-	-	-
Contractual			-	-	-
Program Support			-	-	-
Other Professional Services			-	-	-
	Subtotal: Other Operating Expenses		-	-	-
	Total Operating Expenses (Personnel and Other Direct Costs)		-	34,200.00	34,200.00
	Indirect Costs		-		-

Enter Indirect Cost Rate (may not exceed 10% of Direct Costs)	**0.00%**	*Providers claiming an indirect cost must submit their most current negotiated indirect costs rate agreement issued by the cognizant federal agency with their budget.*

Total Costs of Contract		-	34,200.00	34,200.00
	(Admin-Percent of Direct Costs)	0.00%		

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: **7/17/2012**

1 **Staffing**

Provider Entry	Auto Calculation

Fringe Benefit Rate	0.00%

Staffing Phoenix Shanti Group 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	BH Therapist	"See List"	2080	78.30%	0.7830	$21.00	$34,200.00	$-	D	0%	-	-	$34,200.00	$-	
	Group client therapy sessions and individual counseling sessions will be provided by our Behavioral Health team. Group sessions are conducted five days a week with each session lasting approx. three hours. Individual sessions are conducted weekly or bi-weekly and also when the need arises.														
2					0.0000		$-	$-			-	-	$-	$-	(R)
	Description														
3					0.0000		$-	$-			-	-	$-	$-	
	Description														
4					0.0000		$-	$-			-	-	$-	$-	
	Description														
5					0.0000		$-	$-			-	-	$-	$-	
	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
TOTAL	0.00%

Subtotal Personnel				0.78		$34,200.00	$-			$-	$-	$34,200.00	$-
Subtotal from Personnel Continuation Sheet				0.00		$-	$-			$-	$-	$-	$-
TOTAL Personnel				**0.78**		**$34,200.00**	**$-**			**$-**	**$-**	**$34,200.00**	**$-**

(Admin)	0.00	FTE	Percent Admin	0%
(Direct Service)	0.78	FTE	Percent Direct	100%
Total	0.78	FTE		100%

2 **Staffing Continuation Sheet (Page 2 of 2)**

Provider Entry | Auto Calculation

Date Prepared: **7/17/2012**

Staffing Continuation Sheet (Page 2 of 2) Phoenix Shanti Group 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: **7/17/2012**

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. including who will travel and why.

Enter only the FTEs that will travel and provide a Narrative Justification

	Mileage Phoenix Shanti Group Substance Abuse							
			Mileage Rate					
		FTE	Annual Miles Budgeted (Per 1 FTE)*	Miles Applied to Grant	Total Budget	Admin	Direct Svc	Narrative Justification
1	**Admin**			**0**	**$-**	**$-**	**$-**	
2	**Direct Svc**			**0**	**$-**		**$-**	
	TOTAL		**0**	**0**	**$-**	**$-**	**$-**	**$-**

(Total Miles applied to this grant)

***Note - Budget annual mileage for 1 FTE.**

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

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

	Other Allowable Travel Phoenix Shanti Group 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)	$-	$-	$-

SUPPLIES | Provider Entry | Auto Calculation | Date Prepared: **7/17/2012**

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 Phoenix Shanti Group Substance Abuse

	Item	Annual Budget	% Admin 0%	% Direct 100%	Total 100%	Narrative Description/Cost Allocation Methodology
1			$-	$-	$-	
2			$-	$-	$-	
3			$-	$-	$-	
4			$-	$-	$-	
5			$-	$-	$-	
			$-	$-	$-	
	TOTAL		$-	$-	TOTAL	**$-**

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

Program Supplies Phoenix Shanti Group Substance Abuse

	Item	Annual Budget	Admin	Direct		Narrative Description/Cost Allocation Methodology
1			$-	$-		
2				$-		
3				$-		
4				$-		
5				$-		
				$-		
		TOTAL	$-	$-	TOTAL	**$-**

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

EQUIPMENT

Provider Entry	Auto Calculation

Date Prepared: **7/17/2012**

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 Phoenix Shanti Group Substance Abuse

	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 Phoenix Shanti Group Substance Abuse

	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: **7/17/2012**

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 Phoenix Shanti Group 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 Continuation Page				SUBTOTAL	$ -	$ -	$-	

				TOTAL	$ -	$ -	$-		

`

2. Subcontracts

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

	2. Subcontracts Phoenix Shanti Group 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	$-	$-	$-

Date Prepared: **7/17/2012**

Contractual- Continuation Page

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 Phoenix Shanti Group 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	$-		$-	$-			
	Licenses / qualifications									
	Narrative									
	Consulting/ Prof./ Clerical Sup. Subtotal to Page 1				TOTAL	-	-	**$-**		

Other Program Support | Provider Entry | Auto Calculation | Date Prepared: **7/17/2012**

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 Phoenix Shanti Group Substance Abuse					
Item	Amount Budgeted	Admin 0%	Direct 100%	Total	Narrative/Cost Allocation Methodology
		$-	$-	$-	
		$-	$-	$-	
		$-	$-	$-	
		$-	$-	$-	
TOTAL		$-	$-	TOTAL	**$-**

2 **Copy/Duplicating**

Copy/Duplicating Phoenix Shanti Group Substance Abuse					
Item	Amount Budgeted	Admin 0%	Direct 100%	Total	Narrative/Cost Allocation Methodology
1 **Program Brochures**					
			$-	$-	
2 **Other Copying/Duplicating**					
		$-	$-	$-	
		$-	$-	$-	
		$-	$-	$-	
TOTAL		$-	$-	TOTAL	**$-**

3 **Postage**

Postage Phoenix Shanti Group 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 Phoenix Shanti Group Substance Abuse					
Item	Amount Budgeted	Admin	Direct	Total	Narrative/Cost Allocation Methodology
		$-	$-	$-	
		$-	$-	$-	
		$-	$-	$-	
		$-	$-	$-	
		$-	$-	$-	
TOTAL		-	-	TOTAL	**$-**

4 **Other Program Support**

Other Program Support Phoenix Shanti Group Substance Abuse					
Item		**Admin**	**Direct**	**Total**	**Narrative/Cost Allocation Methodology**
	$ 500.00	$ -	$ -	$-	
	$ -	$ -	$ -	$-	
	$ -	$ -	$ -	$-	
	$ -	$ -	$ -	$-	
	$ -	$ -	$ -	$-	
TOTAL		$-	$-	TOTAL	**$-**

		Admin	**Direct**	**Total**
SUMMARY	Program Support	$-	$-	$-

Other Professional Service

Provider Entry	Auto Calculation

Date Prepared: **7/17/2012**

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 Phoenix Shanti Group 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 Phoenix Shanti Group 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 Phoenix Shanti Group 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 Phoenix Shanti Group 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: **7/17/2012**

Organization Name: **Phoenix Shanti Group**

Service Category **Substance Abuse**

Performance Measures:

Number of New Clients	4
Number of Returning Clients	5
Total # of Unduplicated Clients	9

					Schedule of Deliverables												**Fee for Service Only** ***(Not Applicable to Cost Reimbursement Contracts)***		
	CAREWare Service Unit Name/Code	Service Description	Service Unit Definition 1 unit = (i.e. 15 minutes)	Number of Units Proposed	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	H0004	Individual Counseling	1 unit = 15 min.	144	12	12	12	12	12	12	12	12	12	12	12	12	$15.12	$2,177.28	AHCCCS
2	H0004HQ	Group Counseling	1 unit = 15 min.	4,800	400	400	400	400	400	400	400	400	400	400	400	400	$6.50	$31,200.00	AHCCCS
3	H0031	SA Assessment	1 unit maximum	4	1		1				1			1			$120.03	$480.12	AHCCCS
4	H0038	Peer Support Indiv.	1 unit = 15 min.	11		3		3			3				2		$9.43	$103.73	AHCCCS
5	H0038HQ	Peer Support Group	1 unit = 15 min.	96	8	8	8	8	8	8	8	8	8	8	8	8	$2.49	$239.04	AHCCCS
6				-														$-	
7				-														$-	
8				-														$-	
9				-														$-	
10				-														$-	
11				-														$-	
12				-														$-	
13				-														$-	
14				-														$-	
15				-														$-	
TOTAL				5,055	421	423	421	423	420	420	424	420	420	421	422	420		$34,200.17	

Total Budget	$34,200.00
Over/(Under Budget)	$0.17

Balance should equal zero

PHOENIX SHANTI GROUP, 2345 W GLENDALE AVE, PHOENIX, AZ 85021

Terms:	NET 30
Vendor Number:	2011002911 0
Telephone Number:	602-279-0008
Fax Number:	602-279-2004
Contact Person:	Keith Thompson
E-mail Address:	keitht@shantiaz.org
Certificates of Insurance	Required
Contract Period:	To cover the period ending **February 28, 2018.**

EXHIBIT C

SCOPE OF WORK

1.0 SCOPE OF WORK:

1.1 PURPOSE OF THE PROGRAM, AUTHORITY AND BACKGROUND:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 THE PHOENIX EMA RYAN WHITE PLANNING COUNCIL:

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

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

1.3 ADMINISTRATIVE AGENT AND QUALITY MANAGEMENT:

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

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

Administrative activities under the authority of the Administrative Agent include:

Routine grant administration and monitoring activities, including the development of applications for funds, the receipt, monitoring and disbursal 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 REQUIRMENTS:

1.17.1 The Contractor agrees to submit monthly invoices as defined in the Invoice and Payments section.

1.17.2 The Contractor agrees to submit any administrative, programmatic, quality and/or fiscal reports requested and at the due date defined by the Administrative Agent.

1.17.3 The Contractor agrees to comply with and submit annual and semi-annual client-level and provider-level data as required by HRSA by the due date(s) defined by the Administrative Agent.

1.17.4 The Contractor agrees to comply with *ARS § 36-621,* reporting contagious diseases. Any employee, subcontractor or representative of the Contractor providing services under this contract shall follow the requirements of this law. Specifically, a person who learns that a contagious, epidemic or infectious disease exists shall immediately make a written report of the particulars to the appropriate board of health or health department. The report shall include names and residences of persons afflicted with the disease. If the person reporting is the attending physician he shall report on the condition of the person afflicted and the status of the disease at least twice each week.

1.18 PROGRAM MARKETING INITIATIVES:

1.18.1 When issuing statements, press releases and/or Internet-based or printed documents describing projects, programs and/or services funded in whole or in part with Ryan White

Part A funds, the Contractor shall clearly reference the funding source as the federal Department of Health and Human Services, Health Resources and Services Administration, the Ryan White HIV/AIDS Treatment Extension Act of 2009 (or current authorized or reauthorized name of Act), and Maricopa County Ryan White Part A Program. Such references to funding source must be of sufficient size to be clear and legible.

1.18.2 Contractor is responsible for advertising Ryan White Part A-funded services. Such advertisement is to promote/incorporate the following components: Services available, venues/locations, and hours of operation. The content of any and all advertising for these services must be in a format allowed by Local, State and Federal regulations and shall contain the funding language referenced in this contract section.

1.18.3 Contractor is responsible to ensure that all appropriate program descriptions, including hours and locations, and any changes related to these services are disseminated to the community and other Ryan White providers to ensure that clients have access to care. The Contractor shall be able to document and explain this communication process to the Administrative Agent upon request.

1.19 OTHER REQUIREMENTS:

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

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

1.19.3 Contractor shall respond to all requests for information and documentation solicited by County when they are submitted in writing no later than 72 hours of receipt of request.

1.19.4 Contractor shall participate with a standardized anonymous Consumer Satisfaction Survey issued to all program participants, at least once during the contract year. The survey and procedure is included in the ***Ryan White Part A*** Program ***Policies and Procedures Manual.*** Refer to http://www.ryanwhiteparta.com

1.19.5 Contractor's service locations shall be accessible by public transportation. If service locations are not accessible by public transportation, the Contractor shall have policies and procedures in place that describe how it will provide transportation assistance to clients.

1.19.6 Contractors providing Medicaid eligible services shall be certified to receive Medicaid payments, or receive a waiver from the U.S. Secretary of Health and Human Services. The Contractor shall document efforts to receive certification or waiver, and when certified, maintain proof of certification and file of contracts with Medicaid insurance companies.

1.20 SAFEGUARDING OF CLIENT INFORMATION:

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

1.21 NON-DISCRIMINATION:

The Contractor, in connection with any service or other activity under this Contract, shall not in any way discriminate against any patient on the grounds of race, color, religion, sex, national

origin, age, or handicap. The Contractor shall include a clause to this effect in all Subcontracts inuring to the benefit of the Contractor or County.

1.22 EQUAL EMPLOYMENT OPPORTUNITY:

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

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

1.23 CULTURAL COMPETENCY:

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

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

1.24 RYAN WHITE CAREWARE DATA BASE:

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

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

1.24.3 The Ryan White Part A office will provide technical assistance to eligible applicants for the implementation, configuration and end user support for the CAREWare database. In addition, technical assistance is made available to eligible applicants to integrate

CAREWare with proprietary in-house billing systems on an as needed basis to minimize data entry efforts needed to report client level demographic and service related data.

1.25 IMPROPRIETIES AND FRAUD:

1.25.1 The contractor shall notify the Ryan White Part A Program in writing of any actual or suspected incidences of improprieties involving the expenditure of CARE Act funds or delivery of services. This will include when potential or current clients receive services, or attempt to receive services, for which they are ineligible. Notification is also required whenever acts of indiscretion are committed by employees that may be unlawful or in violation of this contract. Notification to the Ryan White Part A Program shall occur in writing within 24 hours of detection.

1.25.2 The Federal Department of HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous.

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

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

1.26 ADHERENCE TO RYAN WHITE PART A POLICIES:

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

1.27 REFERRAL RELATIONSHIPS:

1.27.1 Contractors must have documented evidence to substantiate referral relationships on an ongoing basis consistent with HRSA guidance regarding "Maintaining Appropriate Referral Relationships" available from the RWPA upon request.

1.27.2 The Contractor shall have letters of agreement and Memorandums of Understanding (MOUs) to document referral relationships with key points of entry. Key points of entry include:

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

Additional points of entry:

- Public health departments
- Health care points of entry specified by eligible areas

- Federally Qualified Healthcare Centers (FQHCs)
- Entities such as Ryan White Part C and D grantees

1.28 POLICY ON CONFIDENTIALITY:

1.28.1 The Contractor understands and agrees that this Contract is subject to all State and Federal laws protecting client confidentiality of medical, behavioral health and drug treatment information.

1.28.2 The Contractor shall establish and maintain written procedures and controls that ensure the confidentiality of client medical information and records.

1.28.3 The Contractor shall maintain and document employee and direct service provider training on their organization's policies and procedures related to client confidentiality.

1.28.4 In accordance with Section 318 (e)(5) of the Public Health Service Act [42 U.S.C. 247c(e)(5)], no information obtained in connection with the examination, care or services provided to any individual under any program which is being carried out with Federal monies shall, without such individual's consent, be disclosed except as may be necessary to provide services to such individual or as may be required by laws of the State of Arizona or its political subdivisions. Information derived from any such program may be disclosed (a) in summary, statistical, or other form, or (b) for clinical research purposes, but only if the identity of the individuals diagnosed or provided care under such program is not disclosed. The Contractor shall comply with the provisions of *A.R.S. §* 36-663 concerning HIV-related testing; restrictions; exceptions and *A.R.S. §* 36-664 concerning confidentiality; exceptions, in providing services under this Contract.

1.28.5 Confidential communicable disease related information may only be disclosed as permitted by law, and only consistent with the current Ryan White Part A Program Policies and Procedures Manual (See Exhibit 2 http://www.ryanwhiteparta.com

1.29 EQUIPMENT:

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

1.29.2 The title to any and all equipment acquired through the expenditure of funds received from County shall remain that of the Department of Health and Human Services, Health Resources and Services Administration. County must specifically authorize the acquisition of any such equipment in advance. Upon termination of this Contract, County may determine the disposition of all such equipment.

1.29.3 The Contractor agrees to exercise reasonable control over all equipment purchased with capital outlay expense Contract funds. All equipment lost, stolen, rendered un-usable, or no longer required for program operation must be reported immediately to County for disposition instructions. The Contractor shall report the physical inventory of all equipment purchased with contract funds within sixty (60) days of receipt of such equipment.

NARRATIVE

1) Agency Description

The Phoenix Shanti Group (PSG), an Arizona non-profit 501(c)(3) corporation, was incorporated in 1987 to provide direct client services to HIV infected individuals and their loved ones. Shanti is a Sanskrit word meaning "inner peace" which reflects PSG's approach to promoting personal empowerment and maintaining independence and dignity.

Target Population: The majority of people seeking services from PSG are men; females tend to make up around 10% of our client population although this does not account for our male to female transgender clients. If demographics represented gender orientation rather than biological sex the percentage of females served would increase to 15-18% in the given year. The racial/ethnic representation of PSG clients is similar to that of the general pop. of those living with HIV in Maricopa County. Phoenix HIV/AIDS prevalence is 10,492, 87% are among men, 13% are among women, 57% are White; 12% are African-American, 26% are Hispanic, 3% are American Indian and 1% Asian. Because the nature of the work that we do, many of our clients identify as lesbian, gay, bisexual or transgender. The majority of our clients live under 100% of federal poverty limit.

Historically, PSG has focused on the "hard to serve" people with substance use disorders who have had extensive relapse history; specifically those who are homeless; those repeat abusers who have been released from the Department of Corrections; those who have been displaced from reservations and other cultural family systems; and those with a history of domestic violence. PSG is, however, inclusive of all adult subpopulations without regard to gender, ethnicity, sexual orientation, etc.

Experience with infectious disease: Phoenix Shanti Group has been in the forefront of practicing and teaching universal infection control precautions for 25 years.

PSG's professional services and programs focus on identifying and treating the emotional, physical and practical needs of HIV infected individuals. Our clients are also provided with supportive services and employment training services to assist them with their self-sufficiency. Programs are designed to instill hope and enhance the quality of life for HIV-impacted individuals. We strive to **ensure that all clients are accessing life-sustaining medical treatment** and pharmaceuticals and to reduce/eliminate client barriers to routine HIV medical management.

We attempt to provide **a "one-stop shopping" opportunity** that addresses the varied individual needs of our community-based client population, offering the array of critical non-medical services that **will restore them to healthier, productive, medically-compliant lives**. Our program services specifically include: a 20-bed homeless transitional housing program, 10 bed permanent supportive housing, outpatient substance abuse treatment, counseling/mental health with psychiatric medication and monitoring, peer support services, vocational re-entry training, and consumer HIV education/early intervention.

Other Funding utilized for plwh/a: Our service continuum of care is discussed more fully below to illustrate the extent to which Phoenix Shanti Group provides and facilitates multiple points of entry for HIV infected consumers into the Ryan White system of care and utilizes **multiple funding sources**. Our new consumers include those who are newly diagnosed and not yet/newly in medical care, as well as those whose medical care has lapsed due to their specific challenges such as homelessness, drug addiction, and psychiatric disability.

Phoenix Shanti participates on both the Maricopa Association of Government's (MAG's) Continuum of Care Regional Committee on Homelessness and the City of Phoenix HOPWA (Housing Opportunities for People with AIDS) Housing Committee. Our two housing programs are:

20-bed Homeless HIV+ Transitional Housing Program provides transitional shelter to individuals and families living with HIV/AIDS. This program has been in effect since 1989. Persons accepted into the program will work with housing staff to develop and implement a plan for permanent housing and

independence. They are also required to participate in supportive services that address their identified contributors to their homelessness. This program continues to be funded by the City of Phoenix HOPWA, City of Tempe, and Valley of the Sun United Way.

10-Bed Supportive Permanent Housing Program provides affordable housing for disabled HIV+ individuals/families that are dually diagnosed. Tenants are provided with case management and other services as needed. This program continues to be funded by HUD McKinney-Vento and Aunt Rita's Foundation.

Our housing client referrals come from homeless shelters, HIV housing providers and case managers, hospitals and skilled nursing facilities, probation and parole officers, Community Information and Referral, residential substance abuse treatment centers, and self-referral. Because a felony background is not an obstacle to our housing placement, we are able to house previously incarcerated prison re-entry clients and work closely with the Department of Corrections Discharge Planning.

Phoenix Shanti has also been an Arizona Licensed Outpatient Behavioral Health facility for close to two decades and a Community Provider partner with the local Regional Behavioral Health Authority. As such, we are funded by Magellan of Arizona to provide a continuum of Substance Abuse Treatment and Mental Health services to Medicaid-enrolled and other clients. We are identified as one of their HIV specialty providers and routinely receive referrals through their Maricopa County-wide Service Access System of HIV+ adults needing behavioral health treatment. HIV-Specialty and other Physicians also directly refer their AHCCCS-enrolled (Medicaid) clients directly to us or through Magellan. Ryan White Part A has also funded our Substance Abuse Treatment and Mental Health Services for many years to clients who meet eligibility requirements. Our specific Behavioral Health Programs include:

Chemical Dependency Out-Patient Treatment Program is an ongoing intensive program for persons infected and affected with HIV seeking knowledge, education and recovery from alcohol and/or drug addiction. . This program has a component with includes Psychiatric assessment and psychiatric medication prescribing and monitoring. This program has been operating since 1990 and has been at full capacity for the past nine years.

Mental Health Program provides individual, group, couples, family (inclusive of extended and non-traditional families) counseling. This program assists people in successfully dealing with the social, emotional, behavioral, mental and medical concerns imposed by HIV/AIDS, in addition to providing therapeutic resolution to common emotional disorders such as depression or anxiety. This program has a component with includes Psychiatric assessment and psychiatric medication prescribing and monitoring.

Phoenix Shanti hired a Peer Support Specialist in 2010 to enhance the outpatient behavioral health programming and services. The current peer support specialist identifies as both a recovering addict and HIV positive and offers a unique aspect to treatment that was not formerly included. Peer Support Services are currently being used in a variety of mental health and substance abuse treatment programs across the nation as evidenced based effective practice in behavioral health.

Phoenix Shanti also operates a Vocational Re-entry Training that provides our Housing residents and counseling consumers with a supportive work-skills enhancement opportunity in a real-life retail store operation for 3-5 months. This curriculum-based training develops both soft and hard job skills preparatory to successful entry into gainful employment and self-sufficiency. This program is funded by Magellan, HUD, and community donations. (Ryan White does not pay for Vocational Rehabilitation.)

As is evident from the above, HIV+ consumers enter Phoenix Shanti's various programs, and consequently the Ryan White System of Care, from a multitude of community referral sources in which Phoenix Shanti participates and contracts. Additionally, Phoenix Shanti Group advertises its services annually through the Phoenix Community and Information Referral Service and Guide.

Regarding early contract termination, default or sanctions, current management knows of no such occurrences in the past decade. In fact, PSG has consistently rated above standard in contract compliance audits.

2) Phoenix Shanti Group's Project Personnel

Therapist/Counselor – Responsible for Screening, Intake Assessment, referral for psychiatric services as needed, facilitation of group treatment, coordination of care items, treatment plan development and updates, and continuum of care issues. The Substance Abuse Counseling activities are spread across one primary therapist, an additional therapist, and a peer support specialist for all objectives, including intake assessment. This ensures that sufficient year-round coverage is provided to consumers for staff illness/vacation/or emergency walk-ins.

Peer Support Specialist - Provides peer counseling and support to individuals, providing guidance and encouragement to individuals to take responsibility and actively participate in their own recovery. Serves as a mentor to individuals to promote hope and empowerment. Provides expertise and consultation from a recovering person perspective to the entire team concerning individual's experiences on symptoms of substance abuse, the effects and side effects of medications, individual's responses to and opinions of treatment, and individual's experiences of recovery.

Triage/Receptionist - Responsible for phone assessment and intervention.

Clinical Director - Responsible for supervision, program management, and direct services as needed.

Chief Financial Officer - Responsible for financial reports, financial contractual agreements, audits, and insurance.

Executive Director/CEO - Responsible for final oversight of program.

The need for recruiting staff from outside of the agency is not planned as experienced, trained staff members already exist.

Phoenix Shanti Group's most valuable resource is its highly qualified, well trained, and dedicated staff. Some who will contribute to this service proposal's success include:

Keith Thompson Chief Executive Officer MDiv, LISAC-0051 Expires 4/30/2007

Keith Thompson joined Phoenix Shanti Group as its Executive Director/CEO in January of 2002. Keith is a founding and current member of both the Phoenix Ryan White Planning Council and the HIV Prevention Planning Group of Arizona. A State Licensed Substance Abuse Counselor, Keith also has years of experience in behavioral health service delivery and administration as well as HIV prevention. He has been HIV+ since 1985.

Mandee Rowley Clinical Dir PhD., LPC-11737 Expires 5/31/2014

Mandee Rowley is a Licensed Professional Counselor in the State of Arizona working as Clinical Director with the Phoenix Shanti Group, Inc. Mandee began her employment at Shanti in 2003 as a behavioral health therapist after receiving her Masters in Counseling at Arizona State University. Mandee obtained her Doctorate in Human Services/Counseling Studies in February 2010. Mandee has presented workshops and trainings about HIV/AIDS infection and prevention, along with Lesbian, Gay, Bisexual, and Transgender behavioral health issues at various local and national conferences, community mental health agencies, and educational institutions to various audiences including service recipients, counselors/social workers, administrators, and medical professionals. Mandee is currently secretary for the LGBT Consortium of social service providers in Maricopa County and has served as Board Chair for Aunt Rita's Foundation since January 2011.

Lisa Corbett	Therapist	MSC, LPC-13499	Expires 6/30/2014
Rachel Bahadar	Therapist	MSC, LAC-13452	Expires 4/30/2014
Michael Stantz	Recovery Coach HS	BHPP	
Kathleen Smerko	PsychNP	MS, RN #071540 DEA # MS0295679	Expires 4/1/2013 Expires 2/28/2013

As a behavioral health licensed agency, PSG's policies and procedures for staff training and education to comply with professional licensure standards. In addition, PSG consistently maintains staff development and training through workshops and seminars available throughout the year.

PSG has an established plan for providing initial orientation and ongoing training for staff that is necessary to maintain current skills and to obtain new skills which relate to the goals and objectives of the agency program plan for services offered. Cultural competency training is required.

The agency requires a minimum of 48 hours of orientation, continuing education and in-service training for newly hired staff during the first year and a minimum of 24 hours for subsequent years. A minimum of 3 hours of Cultural Competency training is also required every two years.

Group supervision is provided by the Clinical Director, 2 hours weekly and individual supervision is scheduled as needed. Additionally, multidisciplinary team staffing is provided weekly for two hours to facilitate training and continuum of care issues.

3) Plan for providing culturally and linguistically appropriate services.

PSG's services have primarily focused on the indigent, homeless and disenfranchised HIV infected individuals and their loved ones. Communities of Color face an added risk of falling below a subsistence level of income in a social-political environment, replete with poverty-wage jobs, employment discrimination, housing discrimination, expensive medical treatments, inadequate public assistance and neglect of basic health services. Phoenix Shanti Group has consistently served an ethnically/racially diverse HIV positive consumer population proportional to the larger HIV demographics of our Central Arizona region.

Since 2002, Phoenix Shanti Group has been systematically addressing the 14 National Standards for Culturally-Linguistically Appropriate Services in the areas of Consumer Access and Treatment, Agency Self-Assessment and Strategic Planning, Hiring and Advancement, and Community Reflectiveness. Some of the highlights relative to the Revised CLAS Standards for Ryan White Use include:

Standard 1 We have improved our clinical initial assessment tools these past decades to better identify cultural preferences and integrate them into our individualized service delivery and treatment planning.

Standard 2 We have integrated diversity into our hiring and promotion policies and procedures. PSG presently has a staff whose diversity is a follows: 14% Hispanic, 86% Caucasian, and 50% LGBT. PSG has one full time staff member who are fluently bi-lingual. The CEO is himself HIV+. The PSG Board of Directors is 14% African American, 14% Hispanic, 56% LGBT, and 28% HIV+.

Standard 3 Ongoing PSG staff development in cultural competence includes internally conducted trainings as part of the Annual Training Plan and participation in local, regional, or national workshops for which Cultural Enrichment is a component element or the sole topic. All of our licensed staff must complete 3 hours of Cultural Competency training bi-annually for license renewal. PSG’s management staff are actively involved in the LGBT Consortium of social service

providers in the Maricopa County area, which collaborates with other LGBT coalitions around the State.
Standard 4 Language assistance is provided by Pacific Interpreters Telephonic Interpretation and AZ relay service for the hearing impaired.

Standard 5 The right to language assistance services is provided in writing in both English and Spanish.

Standard 6 PSG uses professional interpreters for service delivery translation, including ALS.

Standard 7 Most of our forms, posted materials, and promotional materials are in Spanish and English.

Standard 8 We just completed a cultural competency plan for the RBHA to be implemented over the course of the next three years.

Standard 9 We underwent an organizational self-assessment in Spring 2012 as a Licensed Provider in the ADHS system.

Standard 10 We currently collect and report culturally relevant demographic data.

Standard 11 Review of our region's HIV epidemiological profile has been a process element of our annual Board/Staff strategic planning process for the past seven years.

Standard 12 We fully participate in the Ryan White Title I Council and Magellan of Arizona committees comprised of diverse providers/consumers and benefit from the formal and informal input on service/program improvement.

Standard 13 We fully comply with the Ryan White and Magellan customer grievance processes which are multi-lingual and culturally responsive.

Standard 14 We promote our culturally responsive accomplishments in the community forums of which we are a part: Ryan White Title I Council, AZ Council of Human Service Providers, Valley of the Sun United Way Provider Agency, and Magellan of Arizona Provider Partner.

Currently, services are provided solely in English. Interpretation is provided by PSG, including ASL.

4) Quality Management Program Describe the measures to be taken to assess the program quality assurance. Identify the strategy to be adopted to solicit consumer feedback and to monitor the progress and success of program activities and services. Describe the milestones and methodology for evaluating progress.

PSG will fully comply with the Ryan White Part A Quality Management plan through annual evaluation and reporting.

5) How Phoenix Shanti Group works within the HIV/AIDS community to provide coordinated care to eligible clients.

PSG has participated in the comprehensive network of HIV care for nearly two decades. Clients are routinely referred to McDowell Clinic and private physicians for medical needs, Joshua Tree for food and social needs, Care Directions for case management cross-referral and housing referrals, and Ebony House, Chicanos Por La Causa, and SW Center for HIV/AIDS for culturally specific support and treatment services PSG also contracts with the State Regional Health Behavior Authority (RBHA), currently Magellan, as one of its HIV service providers and we commonly refer clients directly to other Magellan providers such as Community Bridges for intensive detoxification and NOVA/Maverick House or Ebony House for intensive 28-day residential substance abuse treatment.

6) Substance Abuse Treatment Program design. Discuss the proposed program's goals and objectives. Specifically address the proposed program's role in keeping plwh/a in care.

PSG has over 20 years of providing "best practice" substance abuse treatment services to HIV+ adults. PSG facilitates both abstinence and harm reduction models of treatment groups for chemical dependency and substance abuse with inclusion of a peer support approach that utilizes pretreatment/recovery readiness programs, harm reduction, and relapse prevention. Best practices dictate that substance abuse treatment is not effective in a one-on-one setting as a type of treatment. Groups are the preferred method due to their ability address denial regarding addiction, minimization, intellectualization, and other defense mechanisms.

The ongoing group treatment at PSG is based on a three level system. The first two levels are Intensive Structured Outpatient Program (SOP) Substance Abuse Treatment and the third level is Continuing Care (CC). SOP and CC is a program of change based on completion of a designated curriculum. This established 3-tier client centered curriculum has been continually improved by integrating elements from the Matrix Treatment Model for Stimulant Users. The addition of vocational reentry training (not funded by Ryan White) has greatly improved the overall recovery success rates of our clients these past ten years.

The PSG intensive structured outpatient treatment is five days per week, 3 hours per group. The curriculum ranges from HIV 101 to a comprehensive relapse prevention plan. The program requires each client to obtain a 12 step sponsor and 12 step home group within one month of beginning group, and attend one 12 step meeting such as Alcoholics Anonymous (AA) or similar per day throughout entire treatment. Additionally, culturally sensitive intake and assessments, referrals to outpatient opioid substitution therapy as appropriate, individual therapy, formalized peer support services, individualized "strength based" treatment plans, and family/peer involvement at all levels based on client request are components of PSG treatment. Additionally, coordination of care is a primary focus between primary therapist, client and primary care physician to enhance the delivery of services and actively work on removing barriers to that medical care.

During intake and assessment the interviewer will explore specific cultural/spiritual/ community needs and preferences of individual clients, including gender and sexual orientation issues. Such cultural considerations are then fully integrated into treatment planning, interventions, and outcome evaluations.

A. Goals

The goals of our Substance Abuse Services, in tangent with the Ryan White Substance Abuse Services Standards of Care, are to:

- Assist HIV-positive clients with cessation of substance abuse thereby reducing barriers to medical care, and
- Provide psychiatric evaluation and medication monitoring if indicated

Objective 1. Assessment and Treatment Plan

Chart will include as appropriate an assessment, within seven days after initiating or updating, which documents the following:

- Referral to a medical practitioner if indicated;
- Presenting issue, substance abuse history, co-occurring disorder, medical condition and history, legal history, family history, behavioral health treatment history and signature of staff member conducting the assessment;
- Initiation of assessment before treatment is started;
- Approval of or provision of assessment by a licensed behavioral health professional; and
- Assessment must be updated every 12 months.

Intake Assessment Unit Description: Face-to-face client intake=30 minutes via in person contact. Complete assessment typically takes 90-150 minutes (3-5 units)

A treatment plan will be completed that includes:

1. client's presenting issue;
2. identification of entities to provide all services;
3. signature of client or guardian;
4. signature and title of behavioral health professional and date completed;
5. one or more treatment goals;
6. one or more treatment methods and frequency of each treatment method;
7. date the treatment plan shall be reviewed; and
8. discharge planning which includes education on relapse prevention.

Initial treatment plan or Individual Service Plan will be:

1. in place prior to any services being rendered
2. initiated within 30 days by behavioral health professional
3. completed with client participation
4. based on assessment conducted

Individual Service Plan must be completed and documented no later than 90 days after client's first visit with a behavioral health professional.

Objective 2 Treatment is delivered by PSG professional therapists per the individual's treatment plan. Treatment plan is reviewed:

1. at least annually;
2. when a goal is accomplished or changes;
3. when additional information that affects the client's assessment is identified; and
4. when a client has a significant change in condition or experiences an event that affects treatment.

Group counseling Unit Description: Face-to-face counseling per client = 15 minutes
Group counseling sessions are typically 180 minutes/12 units.

Individual Counseling Unit Description: Face-to-face counseling per client = 15 minutes.
Individual Counseling sessions are typically 60 minutes/4 units.

When psychiatric assessment is indicated by the initial assessment, the consumer will be scheduled with the PSG PsychNP for an evaluation and medication prescribing/monitoring as appropriate.

Psychiatric Assessment Unit Description: Face-to-face assessment per client = 45 minutes. Typical Assessment session is 45 minutes/1 unit.
Medication Monitoring Unit Description: Face-to-face per client = 15 minutes Typical session is 15 minutes/1 unit

Appropriate referrals and linkages to care will be provided. Necessary referrals are documented for one or more of the following:

1. HIV and clinical case management;
2. primary medical care; and
3. community support services.

Clinical Case Management (Professional) Unit Description: Clinical Coordination of Client Care=15 minutes

Discharge from substance abuse treatment occurs according to agency discharge criteria when treatment goals are achieved or when treatment needs are not consistent with agency services. The discharge summary must:

1. be signed by a behavioral health professional;
2. include client's presenting issue and other behavioral health issues identified in treatment plan;

3. include summary of the treatment provided to the client;
4. include progress in meeting treatment goals
5. include date of last psychiatric visit and medications prescribed at that time (if applicable); and
6. include referrals as needed.

Clients who are involuntarily discharged have a right to submit a grievance.

B. Identify the expected outcomes, to be articulated in detailed, measurable, quantifiable, time-specific terms.

a) We aim to improve clients' health through reduction of barriers to medical care by decreasing substance abuse. Our specific outcome objectives of treatment include:

1. 50% of clients with a substance abuse treatment goal will demonstrate reduction of use within six months of goal orientation date or discharge as evidenced by review of progress notes and treatment plan.
2. 80% of clients with a substance abuse treatment goal will demonstrate an increase in functioning as evidenced by an increase in GAF score at each treatment plan review (at least once every 6 months) or at discharge.
3. 100% of clients have a completed treatment plan within 90 days from the clients' first visit
4. 100% of treatment plans address primary medical care needs and make appropriate referrals as needed

C. Describe the implementation plan, detailing those activities to be undertaken to fulfill the program's goals and objectives.

PSG presently operates this intensive substance abuse treatment program under Title I Ryan White C.A.R.E. Act funding. Continued funding will allow for uninterrupted service delivery.

D. Describe any program features which are distinctive, innovative, or noteworthy.

PSG is the only agency that provides outpatient substance abuse treatment while simultaneously providing housing for the HIV positive population. PSG's shelter program provides a supervised, safe and sanitary living environment that encourages clients to bond and form a community in which they are able to share their challenges with substance abuse <u>and</u> the unique experience of living with HIV/AIDS

The administrative/services office of PSG and all of our housing sites are readily accessible to mass transit. PSG also works closely with transportation providers cab assistance as appropriate.

Additionally, PSG's intensive substance abuse treatment program has the flexibility for intensive individualized services. PSG focuses on the "hard to serve" whose basic needs, such as food and shelter, are frequently unmet. These clients are often in need of personalized, specialized services, and staff encouragement and intervention to remain in treatment. Using therapeutic intervention, peer support intervention, vocational rehab (as appropriate), housing assistance, and coordination with other community providers meets this special need.

7) Mental Health Treatment Program design. Discuss the proposed program's goals and objectives. Specifically address the proposed program's role in keeping plwh/a in care.

PSG is unique in addressing the critical issues for clients that signal an elevated risk of emotional crisis and possible relapse. These critical issues include: social isolation, diminished self-esteem, lack of follow-through, heightened intensity of emotions, loss of control, loss of income, and physical limitations due to HIV infection as it escalates, and/or debilitating side effects from medical treatments.

PSG addresses these issues through the language of hope which affirms life; the language of respect which affirms personhood; and by recognizing and communicating that these individuals are not victims, tragedies nor casualties. Through this program model PSG believes that learning the skills for individual motivation, purposefulness, self-efficacy and dignity through case management, counseling and education, our clients can empower themselves to build a bridge to independent living.

Mental Health disorders, such as depression and anxiety, are more common than is generally thought by the general population. The HIV+ population has the additional consideration of having both virus-related mental disorders (HIV Depression) and the psychological and interpersonal stressors and stigma of accepting/managing a chronic medical condition. Phoenix Shanti Group has been successfully treating this range of life-inhibiting disorders with a combination of safe and supportive professional counselors for individuals, couples, and families combined with psychopharmacological therapy provided by a medical specialist.

A) **Goals**

The goals of PSG Mental Health Services, in alignment with the Ryan White Mental Health Services Standards of Care, are to:

- Assist HIV-positive clients with reduction of symptoms related to mental health disorders thereby reducing barriers to medical care;
- Provide psychiatric evaluation and medication monitoring if indicated

Objective 1. Assessment and Treatment Plan

Chart will include as appropriate an assessment within seven days after initiating or updating, which documents the following:

1. Referral to a medical practitioner if indicated
2. Presenting issue, substance abuse history, co-occurring disorder, medical condition and history, legal history, family history, behavioral health treatment history and signature of staff member conducting the assessment
3. Initiation of assessment before treatment is started
4. Approval of or provision of assessment by a licensed behavioral health professional
5. Assessment must be updated every 12 months.

Intake Assessment Unit Description**:** Face-to-face client intake= 1 unit per each assessment

Treatment plan must include:

1. client's presenting issue;
2. identification of entities to provide all services;
3. signature of client or guardian;
4. signature and title of behavioral health professional and date completed;
5. one or more treatment goals;
6. one or more treatment methods and frequency of each treatment method;
7. date the treatment plan shall be reviewed; and
8. discharge planning, which includes education on relapse prevention.

Initial treatment plan or Individual Service Plan must be:

1. in place prior to any services being rendered;
2. initiated within 30 days by behavioral health professional;
3. completed with client participation; and
4. based on assessment conducted.

Individual Service Plan must be completed and documented no later than 90 days after client's first visit with a behavioral health professional.

Objective 2 Treatment is delivered per the individual's treatment plan by PSG professional staff. Treatment plan is reviewed:

1. at least annually;
2. when a goal is accomplished or changes;
3. when additional information that affects the client's assessment is identified; and
4. when a client has a significant change in condition or experiences an event that affects treatment.

Individual Counseling Unit Description**:** Face-to-face counseling per client = 15 minutes. Typical session takes 60 minutes/4 units.

Should the initial assessment indicate possible psychopharmacological benefits, the consumer will be scheduled with the PSG PsychNP for a psych assessment and medication prescribing/monitoring, as appropriate clinically.

Psychiatric Assessment Unit Description**:** Face-to-face assessment per client = 45 minutes
Medication Monitoring Unit Description: Face-to-face per client = 15 minutes

Appropriate referrals and linkages to care will be provided.
Necessary referrals are documented for one or more of the following:

1. case management;
2. primary medical care;
3. community support services; and
4. substance abuse services.

Clinical Case Management (Professional) Unit Description**:** Clinical Coordination of Client Care=15 minutes

Clients are discharged according to agency discharge criteria when treatment goals are achieved or when treatment needs are not consistent with agency services.
Discharge summary must:

1. be signed by a behavioral health professional;
2. include client's presenting issue and other behavioral health issues identified in treatment plan;
3. include summary of the treatment provided to the client;
4. include progress in meeting treatment goals
5. include date of last psychiatric visit and medications prescribed at that time (if applicable); and
6. include referrals as needed.

Clients who are involuntarily discharged have a right to submit a grievance.

B. Identify the expected outcomes, to be articulated in detailed, measurable, quantifiable, time-specific terms.

We intend to improve clients' health by decreasing symptoms of mental health disorder thereby reducing barriers to medical care. We aim for the following treatment outcomes:

1. 75% of mental health clients will demonstrate progress towards at least one treatment plan goal within 6 months of goal initiation date or discharge as evidenced by review of progress notes and treatment plan.
2. 80% of mental health clients will demonstrate an increase in functioning as evidenced by an increase in GAF score at each treatment plan review (at least once every 6 months) or at discharge.
3. 100% of clients receive an assessment prior to implementing the treatment plan

4. 100% of clients have a completed treatment plan within 90 days from the clients' first visit
5. 100% of treatment plans address primary medical care needs and make appropriate referrals as needed

C. Describe the implementation plan, detailing those activities to be undertaken to fulfill the program's goals and objectives.

PSG presently operates this mental health counseling program under Part A Ryan White C.A.R.E. Act funding. Continued funding will allow for uninterrupted service delivery.

D. Describe any program features which are distinctive, innovative, or noteworthy.

PSG is the only agency that provides mental health counseling services and outpatient substance abuse treatment while simultaneously providing housing for the HIV positive population. PSG's shelter program provides a supervised, safe and sanitary living environment that encourages clients to bond and form a community in which they are able to share their challenges with psychiatric disabilities and the issues associated with HIV infection.

The administrative/services office of PSG and all of our housing sites are readily accessible to mass transit. PSG also works closely with transportation providers cab assistance as appropriate.

Additionally, PSG's mental health counseling has the flexibility for intensive individualized services. PSG focuses on the "hard to serve" whose basic needs, such as food and shelter, are frequently unmet.

PSG is unique in addressing the critical issues for clients that signal an elevated risk of emotional crisis and possible relapse. These critical issues include: social isolation, diminished self-esteem, lack of follow-through, heightened intensity of emotions, loss of control, loss of income, and physical limitations due to HIV infection as it escalates, and/or debilitating side affects from medical treatments.

PSG addresses these issues through the language of hope which affirms life; the language of respect which affirms personhood; and by recognizing and communicating that these individuals are not victims, tragedies nor casualties. Through this program model PSG believes that learning the skills for individual motivation, purposefulness, self-efficacy and dignity through case management, counseling and education, our clients can empower themselves to build a bridge to independent living.

AMENDMENT No. 1
To
SERIAL 12097-RFP RYAN WHITE PART A SERVICES – OUTPATIENT MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
Between
Phoenix Shanti Group
&
Maricopa County, Arizona

WHEREAS, Maricopa County, Arizona ("County") and Phoenix Shanti Group 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 Phoenix Shanti Group 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:

4.29.1.1Under any State compensation program, under any insurance policy, or under any Federal, State, or county health benefits program; or
4.29.1.2By 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:

4.19.6.1Usual and recognized overhead, including established indirect rates for agencies;
4.19.6.2Management and oversight of specific programs funded under this title; and
4.19.6.3Other 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 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

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.

PHOENIX SHANTI GROUP

Keith A Thompson

Authorized Signature

Keith A. Thompson CEO

Printed Name and Title

5/2/2014

Date

MARICOPA COUNTY:

Chief Procurement Officer

5/15/14

Date