

**SERIAL 12098 RFP RYAN WHITE PART A SERVICES – MEDICAL TRANSPORTATION SERVICES**

**DATE OF LAST REVISION: May 30, 2014**

**CONTRACT END DATE: February 28, 2018**

**AMENDMENT #1 (DTD 05/30/14) PLEASE SEE THE REMOVAL OF SECTIONS 4.17 & 4.22 AND THE ADDITION OF SECTIONS 4.28 – 4.39**

**CONTRACT PERIOD THROUGH FEBRUARY 28, 2018**

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **RYAN WHITE PART A SERVICES – MEDICAL TRANSPORTATION 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.

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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 07097-RFP from your contract notebooks)

**EXHIBIT A**

**SERVICE PROVIDER APPLICATION**

Organization: Area Agency on Aging, Region One, Incorporated

Address: 1366 E. Thomas Rd., Suite 108

City: Phoenix State: AZ Zip: 85014

Telephone: 602 264-2273

Executive Director/CEO: Mary Lynn Kasunic

Person completing this form: Debby Elliott Contact Telephone: 602 264-2273

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

Years in Business: 35

Maricopa County Vendor Registration Complete:  Yes  No Vendor Number: W000007280

Site and Locations where services will be provided under this contract: 1366 E. Thomas Rd., Suite 200

Service Site Location #1: 1366 E. Thomas Rd., Suite 200

Organization: Area Agency on Aging, Region One, Incorporated/ HIV Care Directions

Address: SAA

City: SAA State: Zip:

Telephone: 602 264-2273

Service Site Location #2: NA

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)?

All of Maricopa and Pinal counties - all of the identified service areas.

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:

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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: RW  Since: 1995

Grant fund 2: HUD Since: 1998

Grant fund 3: Since:

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

If yes, describe your system:

As a nationally accredited organization, the Agency's financial procedures exceed the national standards of quality performance. The Agency's Finance Department uses the CYMA system that accounts for all contract  
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

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**EXHIBIT B**

**PRICING & BUDGET FORM**

DATE PREPARED	8/13/12	
PREPARED BY:	RENEE A. TRAPP	
<b>NAME OF ORGANIZATION:</b>	<b>AREA AGENCY ON AGING, REGION ONE</b>	
Fed. Employee ID # (FEIN)	74-2371957	
DUNS #	11965258	
ADDRESS:	1366 E. THOMAS ROAD, SUITE #108	
	PHOENIX, AZ 85014	
<b>AUTHORIZED CONTACT</b>	MARY LYNN KASUNIC	
TELEPHONE	602 265 2255	FAX 602 264 8868
E-MAIL	kasunic@msn.com	
<b>PRIMARY CONTACT</b>	DEBBY ELLIOTT	
TELEPHONE	602 264 2273	FAX 602 264 8868
EMAIL	elliott@aaaphx.org	
CONTRACT NUMBER		
<b>SERVICE CATEGORY</b>	<b>MEDICAL TRANSPORTATION SERVICES</b>	
BUDGET PERIOD:	3/1/2013	2/28/2014
	Start Date	End Date
<b>CONTRACT AMOUNT</b>		

Service Category  
Budget Period

**MEDICAL TRANSPORTATION SERVICES**  
**March 1, 2013 Through February 28, 2014**

(Section II)

Contract Amount

**\$0.00**

Operating Expenses		Administrative Budget	Direct Service Budget	Total Budget
	FTES	0.00	1.00	1.00
Personnel:	Salaries	\$-	\$31,595.20	\$31,595.20
Personnel:	Fringe/Benefits	-	12,271.58	12,271.58

Subtotal: Personnel/Fringe Benefits

-	43,866.78	43,866.78
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Other Operating Expenses

Travel	-	-	-
Supplies	-	265.04	265.04
Equipment	-	-	-
Contractual	-	193,550.00	193,550.00
Program Support	-	-	-
Other Professional Services	-	-	-

Subtotal: Other Operating Expenses

-	193,815.04	193,815.04
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Total Operating Expenses

-	237,681.82	237,681.82
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(Personnel and Other Direct Costs)

Indirect Costs

23,768.18

23,768.18

Enter Indirect Cost Rate (may not exceed 10% of Direct Costs)

10.0  
0%

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	23,768.18	237,681.82	261,450.00
(Admin-Percent of Direct Costs)	10.00%		

Administration may not exceed 10% of Direct Costs

**CONTRACT BALANCE**

(Contract Revenue less Total Costs of Contract)

**\$(261,450.00)**

\*The Contract Balance should equal zero.

**YOUR BUDGET DOES NOT MATCH THE CONTRACT VALUE-PLEASE REVISE**

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

Staffing

Provider Entry	Auto Calculation
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Fringe Benefit Rate	38.84 %
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Staffing AREA AGENCY ON AGING, REGION ONE MEDICAL TRANSPORTATION SERVICES													
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
Transportation Coordinator	Posadas	2080	100.00 %	1.0000	\$15.19	\$31,595.20	\$12,271.58	D		-	-	\$31,595.20	\$12,271.58
Provides direct service to eligible clients in need of transportation. Provides monthly bus passes to clients, from all providers, after checking eligibility, % of FPL & CE status in CAREware, maintains clients' individual transportation files, accepts a													
Manager / Supervisor	TeKampe			0.0000		\$-	\$-	A	100%	-	-	\$-	\$-
Description													
Subtotal Personnel				1.00		\$31,595.20	\$12,271.58			\$-	\$-	\$31,595.20	\$12,271.58
Subtotal from Personnel Continuation Sheet				0.00		\$-	\$-			\$-	\$-	\$-	\$-
<b>TOTAL Personnel</b>				<b>1.00</b>		<b>\$31,595.20</b>	<b>\$12,271.58</b>			<b>\$-</b>	<b>\$-</b>	<b>\$31,595.20</b>	<b>\$12,271.58</b>

(Admin)	0.00	FTE	Percent Admin	0%
(Direct Service)	1.00	FTE	Percent Direct	100%
Total	1.00	FTE		100%

SUPPLIES

Provider Entry	Auto Calculation
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Date Prepared: 8/13/2012

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 AREA AGENCY ON AGING, REGION ONE MEDICAL TRANSPORTATION SERVICES					
Item	Annual Budget	% Admin 0%	% Direct 100%	Total 100%	Narrative Description/Cost Allocation Methodology
1		\$-	\$-	\$-	
2		\$-	\$-	\$-	
3		\$-	\$-	\$-	
		\$-	\$-	\$-	
TOTAL		\$-	\$-	TOTAL	\$-

2 **Program Supplies**

Program/Medical Supplies are budgeted as Direct Service.

Program Supplies AREA AGENCY ON AGING, REGION ONE MEDICAL TRANSPORTATION SERVICES					
Item	Annual Budget	Admin	Direct		Narrative Description/Cost Allocation Methodology
1 Office Supplies	\$265.04	\$-	\$265.04		General office supplies used for direct client support and files in support of Medical Transportation. The various supplies are: Pens, paper, files, desk supplies, ink cartridges, forms, labels, staples, stapler, erasers, white-out, paper clips, butterfly clips, note pads (legal, letter, 5x8), sticky notes (various sizes), scotch tape & holder, post-it flags, scissors, ruler, markers, glue, hole punch, note books, binders, boxes, phones, phone accessories, calculator, hanging files.
2			\$-		
3			\$-		
			\$-		
TOTAL		\$-	\$265.04	TOTAL	\$265.04

		Admin	Direct	Total
<b>SUMMARY</b>	( Supplies)	\$-	\$265.04	\$265.04

**EQUIPMENT**

Provider Entry	Auto Calculation
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Date  
Prepared: 8/13/2012

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 AREA AGENCY ON AGING, REGION ONE MEDICAL TRANSPORTATION SERVICES				
Item Budgeted	Admin	Direct Service	Total	Narrative Description/Cost Allocation Methodology
			\$-	
			\$-	
			\$-	
			\$-	
TOTAL	\$-	\$-	TOTAL	\$-

**Equipment \$5,000 or greater**

Equipment \$5,000 or greater AREA AGENCY ON AGING, REGION ONE MEDICAL TRANSPORTATION SERVICES				
Item Budgeted	Admin Amount	Direct Amount	Total	Narrative Description/Cost Allocation Methodology
			\$-	
			\$-	
			\$-	
			\$-	
TOTAL	\$-	\$-	TOTAL	\$-

	<b>Admin</b>	<b>Direct</b>	<b>Total</b>
<b>SUMMARY (Equipment)</b>	\$-	\$-	\$-

**Contractual**

Provider Entry	Auto Calculation
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Date Prepared: 8/13/2012

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 AREA AGENCY ON AGING, REGION ONE MEDICAL TRANSPORTATION SERVICES							
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							
Consulting/ Prof./ Clerical Sup. Page 1				SUBTOTAL	\$-	\$-	\$
Consulting/ Prof./ Clerical Sup. From Contractual Continuation Page				SUBTOTAL	\$ -	\$ -	\$
				<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$</b>

**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 AREA AGENCY ON AGING, REGION ONE MEDICAL TRANSPORTATION SERVICES						
Subcontractor Name	Sub recipient or Vendor	Admin Budget	Direct Service Budget	Total Budget	Admin % of Direct	Dates of Service
1 AAA Full Transportation	Vendor		\$77,500.00	\$77,500.00	0.00%	03/01/2013 - 02/28/2014
<b>Service(s) Provided</b>	To provide taxis rides to medical appointments for eligible clients in Maricopa County.					
<b>Narrative/Justification</b>						
2 Valley Metro	Vendor		\$101,550.00	\$101,550.00	0.00%	03/01/2013 - 02/28/2014
<b>Service(s) Provided</b>	To provide bus passes (either reduced fare or full-fare) to eligible clients.					
<b>Narrative/Justification</b>	Bus passes will be purchased from Valley Metro to be distributed as required by the case managers or the transportation coordinator to provide transportation for eligible clients to assist them with accessing care. The unit cost of a full-fare bus pass is \$55.00 and the unit cost of a packet of 10 reduced fare all-day passes is \$17.50. $(\$55.00 \times 300 \text{ passes}) + (\$17.50 \times 4860 \text{ packets}) = \$101,550.00$ .					
3 Dependable Medical Transport Services	Vendor		\$14,500.00	\$14,500.00	0.00%	03/01/2013 - 02/28/2014
<b>Service(s) Provided</b>	To provide transportation to medical appointments for eligible clients in Pinal County.					
<b>Narrative/Justification</b>	Dependable Medical Transport Services will provide transport for eligible clients to be taken to medical appointments as authorized by case managers and scheduled by the transportation coordinator. Again, the cost of these rides depends on the distance tr					
		<b>TOTAL</b>	-	<b>193,550.00</b>	<b>193,550.00</b>	
<b>SUMMARY</b>	Contractual	<b>Admin</b>	<b>Direct</b>	<b>Total</b>		
		\$-	\$193,550.00	\$193,550.00		

**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 AREA AGENCY ON AGING, REGION ONE MEDICAL TRANSPORTATION SERVICES							
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							
<b>Consulting/ Prof./ Clerical Sup. Subtotal to Page 1</b>			<b>TOTAL</b>	-	-	\$-	

**Other Program Support**

Provider Entry	Auto Calculation
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Date Prepared: 8/13/2012

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 AREA AGENCY ON AGING, REGION ONE MEDICAL TRANSPORTATION SERVICES					
Item	Amount Budgeted	Admin 0%	Direct 100%	Total	Narrative/Cost Allocation Methodology
		\$-	\$-	\$-	
		\$-	\$-	\$-	
		\$-	\$-	\$-	
		\$-	\$-	\$-	
TOTAL		\$-	\$-	TOTAL	\$-

**2 Copy/Duplicating**

Copy/Duplicating AREA AGENCY ON AGING, REGION ONE MEDICAL TRANSPORTATION SERVICES					
Item	Amount Budgeted	Admin 0%	Direct 100%	Total	Narrative/Cost Allocation Methodology
<b>1 Program Brochures</b>					
			\$-	\$-	
<b>2 Other Copying/Duplicating</b>					
		\$-	\$-	\$-	
		\$-	\$-	\$-	
		\$-	\$-	\$-	
TOTAL		\$-	\$-	TOTAL	\$-

**3 Postage**

Postage AREA AGENCY ON AGING, REGION ONE MEDICAL TRANSPORTATION SERVICES					
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 AREA AGENCY ON AGING, REGION ONE MEDICAL TRANSPORTATION SERVICES					
Item	Amount Budgeted	Admin	Direct	Total	Narrative/Cost Allocation Methodology
		\$-	\$-	\$-	
		\$-	\$-	\$-	
		\$-	\$-	\$-	
		\$-	\$-	\$-	
		\$-	\$-	\$-	
TOTAL		-	-	TOTAL	\$-

4 **Other Program Support**

Other Program Support AREA AGENCY ON AGING, REGION ONE MEDICAL TRANSPORTATION SERVICES					
Item	Amount Budgeted	Admin	Direct	Total	Narrative/Cost Allocation Methodology
	\$ 500.00	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
TOTAL		\$-	\$-	TOTAL	\$-

		Admin	Direct	Total
<b>SUMMARY</b>	Program Support	\$-	\$-	\$-

**Other Professional Service**

Provider Entry	Auto Calculation
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Date Prepared: 8/13/2012

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 AREA AGENCY ON AGING, REGION ONE MEDICAL TRANSPORTATION SERVICES							
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 AREA AGENCY ON AGING, REGION ONE MEDICAL TRANSPORTATION SERVICES							
Vendor Name	Annual Premium	Percent To grant	Total Grant	Dates of Service	Admin	Direct Service	Description of Service
a	\$-		\$-		\$-		



a			\$-		\$-	\$-	
	<b>Cost Method Used</b>						
	<b>Budget Justification</b>						
b			\$-		\$-	\$-	
	<b>Cost Method Used</b>						
	<b>Budget Justification</b>						
c			\$-		\$-	\$-	
	<b>Cost Method Used</b>						
	<b>Budget Justification</b>						
			\$ -	TOTAL	\$ -	\$ -	\$ -

	Other Prof. Svc	Admin	Direct	Total
<b>SUMMARY</b>		\$-	\$-	\$-





**AREA AGENCY ON AGING, REGION ONE, 1366 E. THOMAS ROAD, SUITE #108, PHOENIX, AZ 85014**

Terms: NET 30

Vendor Number: 2011000808 0

Telephone Number: 602 265 2255

Fax Number: 602 264 8868

Contact Person: Debby Elliott

E-mail Address: elliott@aaaphx.org

Certificates of Insurance Required

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



## CONTRACT PURSUANT TO RFP

SERIAL 12098-RFP

This Contract is entered into this 20<sup>th</sup> day of February, 2013 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Area Agency on Aging, Region One, an Arizona corporation ("Contractor") for the purchase of Medical Transportation 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 (15<sup>th</sup>) 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](http://www.maricopa.gov/finance/vendors)).
- 2.3.7 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

**3.0 DUTIES:**

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

**4.0 TERMS and CONDITIONS:**

**4.1 PRICE ADJUSTMENTS:**

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

**4.2 INDEMNIFICATION:**

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

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

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

**4.3 INSURANCE REQUIREMENTS:**

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

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

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

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

4.3.2.2 Unemployment Insurance as required by Arizona law.

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

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

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

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

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

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

4.3.7 Certificates of Insurance.

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

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

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

4.3.8 Cancellation and Expiration Notice.

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

4.4 **PROCUREMENT CARD ORDERING CAPABILITY:**

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

4.5 NOTICES:

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

For County:

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

For Contractor:

Area Agency on Aging, Region One  
Attn: Debby Elliot  
1366 E. Thomas Road, Suite #108  
Phoenix, AZ 85014

4.6 TERMINATION:

4.6.1 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.

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

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

4.7 TERMINATION FOR DEFAULT:

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

4.8 TERMINATION BY THE COUNTY:

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

4.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect,

an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.10 OFFSET FOR DAMAGES;

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

4.11 ADDITIONS/DELETIONS OF SERVICE:

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.

4.12 RELATIONSHIPS:

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

4.13 USE OF SUBCONTRACTORS:

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

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

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

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

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

4.13.2.2.2 The Contractor shall not enter into a subcontract for any of the work contemplated under this Agreement except in writing and

with prior written approval of the County. Such approval shall include the review and acceptance by the County of the proposed sub-contractual arrangement between the Contractor and the subcontractor.

4.14 AMENDMENTS:

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

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

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

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

4.16 AUDIT DISALLOWANCES:

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

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

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

~~4.17 ALTERNATIVE DISPUTE RESOLUTION:~~

~~4.17.1 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:~~

~~4.17.1.1 Render a decision;~~

~~4.17.1.2 Notify the parties that the exhibits are available for retrieval; and~~

~~4.17.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).~~

~~4.17.2 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.~~

~~4.17.3 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.~~

4.18 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.

4.19 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.

4.20 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.

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

4.21.1 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.

4.21.2 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.

~~4.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~4.22.1 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.~~

~~4.22.2 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.~~

4.23 CONTRACTOR LICENSE REQUIREMENT:

4.23.1 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.

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

4.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.24.1 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:

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

4.24.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.24.1.3 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

4.24.1.4 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.

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

4.24.3 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.

4.25 **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:

4.25.1 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;

4.25.2 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.

4.26 **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

4.27 **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.

4.28 **REQUIREMENTS CONTRACT:**

4.28.1 **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.**

4.28.2 **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.

4.28.3 Contractor agrees to accept written cancellation of purchase orders.

4.29 **AVAILABILITY OF FUNDS:**

4.29.1 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.

4.29.2 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.

4.30 **RESTRICTIONS ON USE OF FUNDS:**

4.30.1 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:

4.30.1.1 Under any State compensation program, under any insurance policy, or under any Federal, State, or county health benefits program; or

4.30.1.2 By an entity that provides health services on a prepaid basis.

4.30.2 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.

4.30.3 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.

4.30.4 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.

4.30.5 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.

4.30.6 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:

- 4.30.6.1 Usual and recognized overhead, including established indirect rates for agencies;
- 4.30.6.2 Management and oversight of specific programs funded under this title; and
- 4.30.6.3 Other types of program support such as quality assurance, quality control, and related activities.”

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

- 4.31.1 **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.**
- 4.31.2 **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.**
- 4.31.3 **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.**

4.32 **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.**

4.33 **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.**

4.34 **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.**

4.35 **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.

4.36 **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.*

4.37 **ANTI-KICKBACK REGULATIONS:**

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

4.37.2 **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.**

4.37.3 **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.**

4.37.4 **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**

4.37.5 **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**

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

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

4.38 **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.

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

4.39.1 **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;**

4.39.2 **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).**

4.40 **INCORPORATION OF DOCUMENTS:**

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

4.40.1 Exhibit A, Service Provider Application;

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

4.40.3 Exhibit C, Scope of Work;

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

**CONTRACTOR**

Mary Lynn Kasunic  
AUTHORIZED SIGNATURE

Mary Lynn Kasunic, President & CEO  
PRINTED NAME AND TITLE

1366 E. Thomas Rd., Suite 108, Phoenix, AZ 85014  
ADDRESS

2-14-13  
DATE

**MARICOPA COUNTY**

[Signature]  
CHAIRMAN, BOARD OF SUPERVISORS

FEB 20 2013  
DATE

**ATTESTED:**

[Signature]  
CLERK OF THE BOARD

FEB 20 2013  
DATE

**APPROVED AS TO FORM:**

[Signature]  
LEGAL COUNSEL

2/20/13  
DATE

**EXHIBIT C****SCOPE OF WORK**

## 1.0 SCOPE OF WORK:

## 1.1 PURPOSE OF THE PROGRAM, AUTHORITY AND BACKGROUND:

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

Part A funds provide direct financial assistance to Eligible Metropolitan Area (EMAs) that have been the most severely affected by the HIV epidemic. Formula and supplemental funding components of the grant assist EMAs in developing or enhancing access to a comprehensive continuum of high quality, community-based care for low-income individuals and families with HIV disease. A comprehensive continuum of care includes primary medical care, HIV-related medications, mental health treatment, substance abuse treatment, oral health and case management services that assist PLWH/A (People Living with HIV/AIDS) in accessing treatment of HIV infection that is consistent with Public Health Service (PHS) Treatment Guidelines (current treatment guidelines are available at [www.AIDS.info.nih.gov](http://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.

As provided in preparing the response to the Request for Proposal (RFP), the Contractor/applicant should consider in performance of the contractual services 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, the Contractor/applicant should consider the impact of the epidemic within the Phoenix EMA, which consists of Maricopa and Pinal counties. Several studies are available for applicants to review including:

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

All reports can be viewed at the Phoenix EMA Ryan White Planning Council's website at: <http://www.ryanwhiteparta.com>. Moreover, in developing your application you should consider the HIV/AIDS Bureau (HAB) Guiding Principles indicated below that have significant implications for HIV/AIDS care services planning.

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

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

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

**1.2 THE PHOENIX EMA RYAN WHITE PLANNING COUNCIL:**

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

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

**1.3 ADMINISTRATIVE AGENT AND QUALITY MANAGEMENT:**

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

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

Administrative activities under the authority of the Administrative Agent include:

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

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

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

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

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

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

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

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

#### 1.4 APPLICANT ELIGIBILITY:

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

**HIV/AIDS (PLWHA) within the EMA, the Maricopa County Ryan White Part A Program reserves the right, at its discretion, to issue multiple contracts within a service category pursuant to this Request for Proposal.**

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

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

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

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

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

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

**1.5 COMPENSATION:**

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

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

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

1.5.4 The Contractor shall be compensated for services provided only by the staff classifications/positions included/referenced in the current approved budget.

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

1.6 METHOD OF PAYMENT:

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.

- 1.6.1 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.
- 1.6.2 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.
- 1.6.3 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.

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

1.7 BUDGET, REVENUES AND EXPENDITURES:

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

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.

- 1.7.1 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.
- 1.7.2 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.
- 1.7.3 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.
- 1.7.4 All expenditures and encumbered funds shall be final and reconciled no later than 45 days after the close of the grant year.
- 1.7.5 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.

1.8 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.

1.9 CHANGES:

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**):

- 1.9.1 Schedule of deliverables activities reflecting changes in the scope of services, funding source or County regulations,
- 1.9.2 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,
- 1.9.3 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.

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.

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.

1.10 AUDIT REQUIREMENTS:

- 1.10.1 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).
- 1.10.2 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.
- 1.10.3 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).
- 1.10.4 The Contractor shall also comply with the following OMB Circulars as applicable to its organizations business status:
  - 1.10.4.1 A-102 Uniform Administrative Requirements for Grants to State and Local Government.
  - 1.10.4.2 A-110 Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals and other non-profit organizations.
  - 1.10.4.3 A-122 Cost Principles for Non-Profit Organizations.

1.10.4.4 A-87 Cost Principles for State and Local Governments.

1.10.4.5 A-21 Cost principles for Education Institutions.

1.11 SPECIAL REQUIREMENTS:

- 1.11.1 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.
- 1.11.2 The Contractor shall participate in provider technical assistance meetings and/or teleconference calls that will be scheduled by the Administrative Agent throughout the year.
- 1.11.3 The Contractor shall retain the necessary administrative, professional and technical personnel for operation of the program.
- 1.11.4 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.
- 1.11.5 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.

1.12 RELEASE OF INFORMATION:

- 1.12.1 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.
- 1.12.2 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.

1.13 CERTIFICATION OF CLIENT ELIGIBILITY:

- 1.13.1 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.
- 1.13.2 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.

1.13.3 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:

- 1.13.3.1 Clear responsibility for annually evaluating clients to establish individual fees and caps.
- 1.13.3.2 Tracking of Part A charges or medical expenses inclusive of enrollment fees, deductibles, and co-payments.
- 1.13.3.3 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.
- 1.13.3.4 Documentation of policies, fees, and implementation, including evidence that staff understand those policies and procedures.
- 1.13.3.5 Contractor must have a process for charging, obtaining, and documenting client charges through a medical practice information system, manual or electronically.

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

<i><b>Client Income</b></i>	<b>Fees For Service</b>
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

1.14 **QUALITY MANAGEMENT:**

- 1.14.1 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 ).
- 1.14.2 The Contractor will utilize and adhere to the most current Standards of Care as developed by the Phoenix Eligible Metropolitan Area Planning Council.
- 1.14.3 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.
- 1.14.4 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.
- 1.14.5 The Contractor will participate in the Quality Management activities of the Clinical Quality Management Committee as requested by the County.

- 1.14.6 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.
  - 1.14.7 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).
  - 1.14.8 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.
  - 1.14.9 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.
- 1.15 REPORTING REQUIRMENTS:
- 1.15.1 The Contractor agrees to submit monthly invoices as defined in the Invoice and Payments section.
  - 1.15.2 The Contractor agrees to submit any administrative, programmatic, quality and/or fiscal reports requested and at the due date defined by the Administrative Agent.
  - 1.15.3 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.
  - 1.15.4 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.
- 1.16 PROGRAM MARKETING INITIATIVES:
- 1.16.1 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.
  - 1.16.2 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.

- 1.16.3 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.

1.17 OTHER REQUIREMENTS:

- 1.17.1 Contractor shall comply with all policies and procedures as defined in the current Ryan White Part A Policies and Procedures Manual.
- 1.17.2 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.
- 1.17.3 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.
- 1.17.4 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>
- 1.17.5 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.
- 1.17.6 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.

1.18 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.

1.19 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.

1.20 EQUAL EMPLOYMENT OPPORTUNITY:

- 1.20.1 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.

- 1.20.2 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.

1.21 CULTURAL COMPETENCY:

- 1.21.1 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.

- 1.21.2 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.

1.22 RYAN WHITE CAREWARE DATA BASE:

- 1.22.1 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.

- 1.22.2 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.

- 1.22.3 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.

1.23 IMPROPRIETIES AND FRAUD:

- 1.23.1 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.

- 1.23.2 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)

1.23.3 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.

1.24 ADHERENCE TO RYAN WHITE PART A POLICIES:

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>)

1.25 REFERRAL RELATIONSHIPS:

1.25.1 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.

1.25.2 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

1.26 POLICY ON CONFIDENTIALITY:

1.26.1 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.

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

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

1.26.4 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.

- 1.26.5 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>).

1.27 EQUIPMENT:

- 1.27.1 All equipment and products purchased with grant funds *should be* American-made.
- 1.27.2 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.
- 1.27.3 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

**Organization Description:**

The Area Agency on Aging, Region One is a 501(c)3 nonprofit organization (established in 1974), governed by a Board of Directors, that plans, coordinates, develops, funds, administers, and delivers services and programs for four client populations:

- ~persons *of all ages* who have a diagnosis of HIV/AIDS;
- ~adults, 18-59, with disabilities and long term care needs;
- ~older adults, 60 years of age and over;
- ~and family caregivers of older adults.

The agency’s mission statement further reflects the focus on serving the HIV community:

*“The Area Agency on Aging, Region One is a non-profit organization that advocates, develops and delivers essential services to enhance the quality of life for older adults, persons with disabilities, people with HIV/AIDS, and caregivers.”*

To exemplify the Agency’s ability to deliver services to the Phoenix EMA’s special populations, there is a focused effort in serving ethnic minorities in each of the described populations, including services to refugee clients resettling in the Phoenix area from sub-Saharan Africa, Cuba, Afghanistan, Viet Nam and Eastern Europe. Agency staff are prepared to provide culturally and linguistically appropriate services. Each service department in the agency has fluent bi-lingual capabilities (Spanish/ English) with access to 9 other spoken languages within the agency; and there is access to interpreting services through Language Connections.

Annually, almost 60,000 individuals are served in Maricopa County through the Area Agency’s nearly 50 programs. While some services are provided directly by the Agency, many are offered through the Area Agency’s network of 70 subcontracted agencies. The diverse array of programs can be classified into four broad categories: Home and Community Based Services (including HIV services to people residing in Maricopa and Pinal Counties); Information and Education; Elder Rights; and Volunteer Programs.

The agency has significant expertise with the diagnosis of HIV/AIDS. The Area Agency has provided services to HIV positive individuals since 1986 through their extensive home and community based program. In 1992 the agency developed the HIV Care Directions<sup>®</sup> (HIVCD) case management program that has steadily grown to serve over 8,000 HIV positive people **of all ages**; 3,000 unduplicated individuals in 2011.

The Ryan White contract history is as follows:

RW Title II	RW Title I/ Part A	RW Title IV/ Part D
General Case Management 9-92 through 2/96 Present	Case Management Medical and Non-Medical 3/96 through present	Medical Case Management 4/98 through present
Minority Specific Case Management 4/95 through 3/99	Home Health Care 3/96 through 2/2004	Transportation 4/98 through July 2012
Home Health Care 4/95 through 2/96	Medical Transportation 3/96 through present	
Transportation 4/95 through 2/96	Home Delivered Meals 3/96 through 2/2000	
Home Delivered Meals 4/95 through 2/96		

In 1997 the HIV housing provider community chose HIVCD as the site for the HIV Housing Coordinator position funded by HUD's Housing Opportunities for Person with AIDS (HOPWA) through the City of Phoenix. This program has continued for the past 15 years, assisting over 250 people per year with their housing issues.

Partnering with Native American Connections, Inc. in 1998, HIVCD helped develop Stepping Stone Place, a housing complex that provides housing to 20 HIV positive, formerly homeless, single, adult individuals. HIVCD was selected through the competitive HUD Homeless Continuum process to receive HUD McKinney grants for the past 14 years to provide intensive case management services on-site there. Contract monitoring and quality assurance reviews have continued to be excellent each of the years, with no findings or action items.

In 2000 HIV Care Directions<sup>®</sup> was selected by the City of Phoenix Human Services Department to provide focused HIV case management services for homeless individuals and families through out the county. That contract has been renewed annually through HUD's annual competitive grant process. Contract monitoring and quality assurance reviews for these two contracts have also been continuously excellent with no findings or action items.

Since 1998 the Area Agency has contracted with Maricopa Integrated Health System, Ryan White Part D, to provide medical case management services targeted to women, children, teens, youth and their families infected with and affected by HIV disease.

Over the past 19 years, expertise in the data management system has developed along with service provision. Care Directions<sup>®</sup> was one of the first provider agencies to utilize CAREWare and has participated in RW Part A work groups and committees to improve the data and usefulness of the information. Together with the RW Part A community, we worked toward streamlining the Central Eligibility (CE) processes for agencies and more importantly for Ryan White Part A consumers. In the summer of 2011, Care Directions<sup>®</sup> opened the Central Eligibility Office after being awarded a RW Part A grant in response to a competitive RFP process.

HIVCD has consistently and increasingly served the HIV Community in Maricopa and Pinal Counties (the Ryan White Part A EMA) through Medical and Non-Medical Case Management and Medical Transportation services; gaining experience and expertise in services to the targeted population. The program has consistently received excellent quality assurance reviews from Maricopa County Ryan White (RW) Part A Program, Maricopa Integrated Health System/ RW Part D, Arizona Department of Health Services, City of Phoenix Human Services Department /HUD, Maricopa County Department of Public Health, and Health Resources and Services Administration. Additionally, the agency was accredited by the national Council on Accreditation (COA) in 2006 and was reaccredited for an additional 3 years through 2014. In addition to the agency as a whole, the HIV Care Directions<sup>®</sup> program was also accredited by COA for case management and received its reaccreditation following a program review and site visit. The Agency has an active CQI process that includes feed back from consumers as part of the program quality measures. The Agency will participate in the designated RW Part A survey process for each year of the contract if an award is granted.

The HIVCD program has a staff of 30 people (14 with Masters degrees and 8 with Bachelor's degrees) who provide Medical and Non-Medical Case Management (CM) and Medical Transportation services to a diverse population that mirrors the HIV epidemic's demographics in Arizona. In addition, HIVCD original and continued program design includes staff who are HIV positive (peer), which provides an enhanced empathetic approach to people coming into service. Program staff attend a minimum of 8 medical in-services per year to improve their working knowledge of HIV disease and co-morbidities, as well as practical sessions regarding understanding lab reports and medical adherence issues.

The HIVCD Transportation Coordinator is fluent in English and Spanish, as are the staff who initially serve people at the front reception desk. Five of the case management staff speak fluent Spanish; 1 CM speaks Navajo; and as stated above Area Agency staff, as a whole, speak 11 languages; and there is access to interpreting services through Language Connections

Since its inception in 1992, HIVCD has worked extensively with AIDS service organizations, government entities and any applicable community resource to accomplish the task of linkage to care based on eligibilities for a vast network of services.

HIVCD has developed strong collaborative connections that include Business Associates Agreements and Memos of Understanding with a number of the agencies, offices and medical providers listed below. Additionally, HIVCD has developed relationships with outreach providers and ethnic minority service providers to facilitate clients' use of RW Part A services. The following is a list of our agency's HIV program's primary referral network. In parenthesis is the year in which the relationship began:

<u>Medical</u>	<u>Financial</u>	<u>Housing</u>
AHCCCS (1992)	Arizona Public Service (1992)	CASS (1992)
ALTCS (1992)	City of Phoenix Human Service Centers (1992)	Southwest Behavioral Health (1994)
Hospice of the Valley (1992)	AZ Department of Economic Security (1992)	HUD
Maricopa Medical Center (1992)	Maricopa County Community Action Programs (1992)	Mercy Housing (1995)
VA Medical Center (1992)	Social Security Administration (1992)	Phoenix Shanti Group (1995)
Ken Fisher, M.D. (1992)	Southwest Behavioral Health (1994)	City of Phoenix Housing (1997)
McDowell Healthcare Center (1993)		Native American Connections (1998)
Dean Martin, M.D. (1993)	<u>Nutrition/ Food</u>	City of Phoenix Human Services (1999)
MD Home Care (1993)	St. Mary's/ Westside Food Bank (1992)	CASS Day Resource Center (2005)
Attentive Home Health (1994)	Body Positive (1992)	<u>Minority Specific Services</u>
Phoenix Children's Hospital (1994)	McDowell Healthcare Center (1993)	Chicanos Por La Causa (1992)
Griffin Cippola, D.O. (1995)	Joshua Tree (1993)	Phoenix Indian Medical Center (1992)
Foundation for Senior Living (1999)	Agape (1998)	Concilio Latino de Salud (1994)
Spectrum Medical (2001)	Southwest Center for HIV/AIDS/Body Positive (1998)	Ebony House (1998)
Thanes Vanig, M.D. (2001)		Native American Connections (1998)
Pueblo Family Physicians (1999)		Native American Pathways/ Health (1998)
Douglas Cunningham, D.O. (1999)		Urban League (1998)
MCDPHS Counseling and Testing (1993)		OIC (2000)
Southwest Center for HIV/AIDS EIS (2012)		
<u>Behavioral Health</u>		
Chicanos Por La Causa (1992)		
Value Options (ComCare) (1992)		
Jewish Family & Children's Services (1992)		
Phoenix Shanti Group (1992)		
TERROS (1992)		
Valle del Sol (1992)		
McDowell Healthcare Center (1993)		
Southwest Center for HIV/AIDS/Body Positive (1992)		
Interfaith Services (1998)		

HIVCD will apply its 19 years of expertise and knowledge of the Ryan White Program and community continuum of care to provide access and coordinated care to eligible clients. The highest priority of the services is medical care and medications. Medical Transportation services provide access to the myriad of services essential to maximizing care for this serious chronic condition that without access to care and adherence can manifest itself in many acute phases.

**Personnel**

The proposed program will be staffed by the bi-lingual, Spanish/English, Transportation Coordinator (1 FTE) who coordinates transportation services to eligible clients to facilitate access to HIV/AIDS core or support services. The current Transportation Coordinator has effectively worked in that capacity for the past 4 years, assisting clients with taxi orders, dispatching orders to the taxi companies, following up to ensure transportation for vital appointments, following up with transportation problems; meeting with new bus pass clients to facilitate their application for a Valley Metro reduced fare ID; assisting clients with obtaining their bus passes; and maintaining the transportation log.

Personnel in the sub-contracted taxi vendor organizations must meet the state transportation criteria for transporting individuals in a commercial vehicle.

**Medical Transportation services:**

The agency currently provides and is prepared to continue providing RW Part A funded Medical Transportation services to eligible HIV positive individuals throughout the entire EMA (Maricopa and Pinal counties) - all seven identified service areas.

The proposed transportation services are provided within the scope of services described in the EMA's Ryan White (RW) Part A Planning Council's Standards of Care for the Medical Transportation category. These standards are based on the HRSA definition for the service.

The goal of Medical Transportation services is to ensure that eligible HIV positive individuals have access to HIV related health and support services, including services needed to maintain a client in HIV medical care. In order to address the transportation needs of persons living with HIV/AIDS in the EMA (Maricopa and Pinal counties), HIVCD will implement two transportation modalities for eligible clients: bus passes and taxi service.

To be eligible for transportation services, the client must use transportation to attend HIV/AIDS Core Medical or Support/Non-Medical services that are related to their HIV care and health. The client must be "current" in CE having met all of the standard eligibility criteria as defined in CE and meet the Federal Poverty Limits (FPL) for this service category as defined by the RW Part A Planning Council and established as policy by the local RW Part A administration which is currently 300% of FPL.

Since the local transit authority, Valley Metro, issues bus passes and not tokens, reduced fare bus passes will be purchased from Valley Metro (vendor relationship) and provided as described under "Bus Passes" below for eligible clients within Maricopa County. Clients with mobility issues or other barriers to accessing their services via the bus system may request taxi services authorized by a case manager and ordered by the Transportation Coordinator at HIVCD. Eligible clients residing in Pinal County would utilize van services through the proposed sub-contracted Dependable Medical Transportation Services.

**Bus Passes:**

The proposed methodology is made in accordance with the changes made by the Valley Metro system effective April 1<sup>st</sup>, 2012. This proposed (and currently in practice) process would provide eligible clients who are in need of assistance with transportation for the service reasons listed above, and who are physically able to use and have access to a bus/light rail line with one (1) packet of ten (10) all-day reduced fare bus passes every thirty (30) days, as is consistent with the RW Part A policies. In addition to eligibility requirements, clients must show proof that they used a Core Medical or Support/Non-Medical service in the prior 30 days and that they will be using a service again in the next 30 days. Clients have to do this every time they get a packet of passes. Proof of using a service can be an appointment card or written statement from the service provider. HIVCD also has forms available that providers can sign to confirm use of the service. Each all-day pass provides unlimited rides on the bus or light rail for the entire day. Any *unused* all-day passes obtained in a particular month would be able to be used in a subsequent month. Lost, sold or otherwise missing passes may not be replaced.

In order to use reduced fare bus passes, clients must have a Valley Metro issued Reduced Fare ID card. The Transportation Coordinator will assist new clients to the service to obtain this ID card which takes approximately two weeks. During this time the client will be provided with 1 packet of 10 full fare all-day bus passes to use to access medical and care-related appointments until a the ID can be obtained.

The process to obtain the ID involves the following:

- Completing the Reduce Fare ID Application with the client
- Taking the client's photo for the ID
- Submitting the application and the photo to Valley Metro for processing
- Receiving the new ID card from Valley Metro
- Notifying the client of the availability of the ID and distributing the ID card to the client.

The cost for the ID is \$5 and the fee will be charged to the RWPA program in the monthly bill per an existing agreement with RW Part A administration. Clients who do not complete this process will not be eligible for future full fare or reduced fare bus passes.

Per HRSA directive regarding co-pays for Part A services, \$3 co-pay per packet of 10 all-day passes will be requested for clients with incomes over 100% of FPL. Clients who are unable to pay the co-pay will not be refused services, also per HRSA directives. All revenue is reported and used within the transportation service to extend the service budget.

**Taxis:**

The Agency will sub-contract with taxi vendor/s that meet the contractual guidelines established by RW Part A. Taxis will be available in each of the service areas throughout the entire EMA (Maricopa and Pinal counties). In Pinal County these services will be provided by a sub-contractor that utilizes vans.

The Ryan White Part A Planning Council has established guidelines within the Standards of Care regarding client's eligibility to utilize taxi services. Clients who request taxi services must be assessed by a case manager to determine if they meet the standards. If they do, this is documented in CAREWare and updated every 6 months, or if a change occurs. Clients who meet the criteria may request a taxi ride to Core Medical and Support/Non-Medical services. As with all RW funded services, the RW Part A funded taxi rides must be the last dollar payer resource for the client.

**To facilitate ease of service, HIVCD established a Taxi Line (602-280-1043) for clients to use to order taxi rides. The Transportation Coordinator answers and retrieves messages from the taxi line throughout the day. Prior to ordering a taxi, the Transportation Coordinator reviews CAREWare to check that the client meets eligibility requirements with regards to CE status and FPL and that the client has case manager authorization documented in CW, does not have another payer and that the ride is for a service allowable under the program guidelines. If the client does not meet ALL of the above eligibility requirements, a call will be made to the client and/or case manager in order to try to resolve the eligibility issue.**

If the client meets all of the above eligibility requirements, the Transportation Coordinator will order the ride in the following manner:

- Document the ride in the daily taxi log;
- Fax the daily taxi log to the sub-contracted taxi company at the end of the day for rides for the following day;
- Complete a Taxi Contact Note and place in the client's file.

Same day requests for taxis will be forwarded to the Transportation Coordinator and the same policy followed regarding establishing eligibility. If the client is eligible, the Transportation Coordinator will complete a Trip Request Form, fax it to the taxi company and log the request. If the Transportation Coordinator is not available and a taxi request must be addressed immediately, the request will be referred to the Unit Clerk or the Associate Director.

In addition to answering the taxi line and ordering rides, the Transportation Coordinator assists clients on a daily basis as needed for handling return trip requests and problems that may arise with taxi services. The Transportation Coordinator will contact the sub-contracted taxi provider with client complaints as appropriate and work to resolve any issues.

The current HIVCD fee schedule for Transportation Services is as follows:

Bus cards: No fees for clients with incomes less than 100% of the federal poverty guidelines.

Clients with income between 100% and 300% of the FPL are asked to pay a \$3 co-pay for a packet of 10 all-day passes.

*Clients who are unable to pay the co-pay will not be refused services, per HRSA directives.*

Taxis: No fees for clients with income less than 301% of the federal poverty guidelines.

*Clients with income greater than the federal poverty guidelines' criteria as established for service by the RW Part A Planning Council are not eligible for Ryan White Transportation services.*

**AMENDMENT No. 1**  
To  
**SERIAL 12098-RFP RYAN WHITE PART A SERVICES – MEDICAL TRANSPORTATION SERVICES**  
Between  
**Area Agency on Aging, Region One**  
&  
Maricopa County, Arizona

WHEREAS, Maricopa County, Arizona ("County") and Area Agency on Aging, Region One have entered into a Contract for Ryan White Part A Services – Medical Transportation Services dated February 20, 2013 ("Agreement") and effective February 20, 2013, County Contract No. 12097-RFP.

WHEREAS, County and Area Agency on Aging, Region One have agreed to further modify the Agreement by changing certain terms and conditions;

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

Section 4.27:

*Add the following language to the contract terms:*

**4.27 REQUIREMENTS CONTRACT:**

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

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

4.27.3 Contractor agrees to accept written cancellation of purchase orders.

Section 4.28:

*Add the following language to the contract terms:*

**4.28 AVAILABILITY OF FUNDS:**

4.28.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The Director shall be the sole judge and authority in determining the availability of funds under this Contract and County shall keep the Contractor fully informed as to the availability of funds.

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

Section 4.29:

*Add the following language to the contract terms:*

4.29 RESTRICTIONS ON USE OF FUNDS:

- 4.29.1 The Contractor shall not utilize funds made available under this Contract to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service:
  - 4.29.1.1 Under any State compensation program, under any insurance policy, or under any Federal, State, or county health benefits program; or
  - 4.29.1.2 By an entity that provides health services on a prepaid basis.
- 4.29.2 Funds shall not be used to purchase or improve (other than minor remodeling) any building or other facility, or to make cash payments to intended recipients of services as referenced in the Arizona Revised Statutes (ARS) *A.R.S. § 41-2591, R2-7-701 and Code of Federal Regulations*, Chapter 1, Subchapter e., Part 31, and Public Health Service Grants Policy Statement.
- 4.29.3 The federal Office of General Counsel and County emphasize that Ryan White Act funds may only support HIV-related needs of eligible individuals. All activities and expenditures must reflect an explicit connection between any service supported with Ryan White Act funds and the intended recipient's HIV status.
- 4.29.4 Contractor is not authorized to provide services anonymously, unless specifically approved for the service category in which the Contractor is providing services. All services must only be provided to documented eligible clients as defined in this contract.
- 4.29.5 Ryan White funds shall not be used to finance the services of lobbyists, fundraisers or grant/proposal writers, nor to support lobbying, fundraising activities and/or the writing of grant/contract proposals. The Contractor shall have personnel policies and an employee orientation manual that include regulations that forbid using federal funds to lobby Congress or other Federal personnel.
- 4.29.6 The Ryan White Act limits the administrative expenses to not more than 10% of the total grant award. The Act defines allowable "administrative activities" to include:
  - 4.19.6.1 Usual and recognized overhead, including established indirect rates for agencies;
  - 4.19.6.2 Management and oversight of specific programs funded under this title; and
  - 4.19.6.3 Other types of program support such as quality assurance, quality control, and related activities."

Section 4.30:

*Add the following language to the contract terms:*

4.30 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS:

- 4.30.1 The Contractor shall, during the term of this Contract, immediately inform County in writing of the award of any other contract or grant where the award of such contract or grant may affect either the direct or indirect costs being paid/reimbursed under this Contract. Failure by the Contractor to notify County of such award shall be considered a material breach of the Contract and County shall have the right to terminate this Contract without liability.
- 4.30.2 County may request, and the Contractor shall provide within a reasonable time, a copy of any other contract or grant, when in the opinion of the Director, the award of the other contract or grant may affect the costs being paid or reimbursed under this Contract.
- 4.30.3 If County determines that the award to the Contractor of such other Federal or State contract

or grant has affected the costs being paid or reimbursed under this Contract, County shall prepare a Contract Amendment effecting a cost adjustment. If the Contractor protests the proposed cost adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause contained herein.

Section 4.31:

*Add the following language to the contract terms:*

4.31 MEDIATION/ARBITRATION:

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

Section 4.32:

*Add the following language to the contract terms:*

4.32 STRICT COMPLIANCE:

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

Section 4.33:

*Add the following language to the contract terms:*

4.33 NON-LIABILITY:

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

Section 4.34:

*Add the following language to the contract terms:*

4.34 RIGHT OF PARTIAL CANCELLATION:

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

Section 4.35

*Add the following language to the contract terms*

4.35 LAWS, RULES AND REGULATIONS:

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

Section 4.36

*Add the following language to the contract terms:*

4.36 ANTI-KICKBACK REGULATIONS:

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

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

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

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

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

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

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

4.36.6 The Contractor shall have employee policies that discourage:

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

Section 4.37

*Add the following language to the contract terms:*

4.37 PUBLIC RECORDS:

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

prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

Section 4.38

*Add the following language to the contract terms:*

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

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

Section 4.17

*Remove the following language to the contract terms:*

~~4.17 ALTERNATIVE DISPUTE RESOLUTION:~~

- ~~4.17.1 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:
 
  - ~~4.17.1.1 Render a decision;~~
  - ~~4.17.1.2 Notify the parties that the exhibits are available for retrieval; and~~
  - ~~4.17.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).~~~~
- ~~4.17.2 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.~~
- ~~4.17.3 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:

~~4.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~4.22.1 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.~~

~~4.22.2 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.

AREA AGENCY ON AGING, REGION ONE

Mary Lynn Kasunic  
Authorized Signature

Mary Lynn Kasunic, President & CEO  
Printed Name and Title

5-8-14  
Date

MARICOPA COUNTY:

[Signature]  
Chief Procurement Officer

5/15/14  
Date