

**SERIAL 13054 RFP RYAN WHITE PART A SERVICES – MEDICAL AND NON-MEDICAL
CASE MANAGEMENT SERVICES (Phoenix Indian Medical Center)**

DATE OF LAST REVISION: May 01, 2014

CONTRACT END DATE: February 28, 2019

CONTRACT PERIOD THROUGH FEBRUARY 28, 2019

TO: All Departments

FROM: Office of Procurement Services

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

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 26, 2014**.

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

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

AS/us
Attach

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

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



CONTRACT PURSUANT TO RFP

SERIAL 13054 -RFP

This Contract is entered into this 1st day of May, 2014 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Phoenix Indian Medical Center, HIV Center of Excellence, an Arizona corporation ("Contractor") for the purchase of Medical and Non-Medical Case Management Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for the balance of the initial term of five (5) years, beginning on the 1st day of May, 2014 and ending the 28th day of February, 2019.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) one-year renewal terms, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PAYMENTS:

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

process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

- 2.3.7 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 DUTIES:

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

4.0 TERMS and CONDITIONS:

4.1 PRICE ADJUSTMENTS:

- 4.1.1 Any request for a fee 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 AHCCCS fee schedule or by performing a market survey.

4.2 INDEMNIFICATION:

- 4.2.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, employees and volunteers from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor’s duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, employees and volunteers shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 4.2.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 4.2.3 The scope of this indemnification does not extend to the sole negligence of County.

4.3 INSURANCE REQUIREMENTS:

- 4.3.1 The Contractor shall have in effect at all times during the term of this Contract insurance which is adequate to protect Maricopa County, its officers and employees, participants and equipment funded under the Contract against such losses as are set forth below. The

Contractor shall provide County with current documentation of insurance coverage by furnishing a Certificate of Insurance or a certified copy of the insurance policy naming Maricopa County as an additional insured.

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

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

4.3.2.2 Unemployment Insurance as required by Arizona law.

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

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

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

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

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

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

4.3.7 Certificates of Insurance.

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

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

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

4.3.8 Cancellation and Expiration Notice.

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

4.4 NOTICES:

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

For County:

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

For Contractor:

Phoenix Indian Medical Center, HIV Center of Excellence
ATTN: Adrian Bizardi
4212 North Sixteenth Street
Phoenix, AZ 85016

4.5 REQUIREMENTS CONTRACT:

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

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

4.5.3 Contractor agrees to accept written cancellation of purchase orders.

4.6 TERMINATION:

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

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

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

4.7 TERMINATION FOR DEFAULT:

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

4.8 TERMINATION BY THE COUNTY:

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

4.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

4.10 OFFSET FOR DAMAGES;

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

4.11 ADDITIONS/DELETIONS OF SERVICE:

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 **AVAILABILITY OF FUNDS:**

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

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

4.19 RESTRICTIONS ON USE OF FUNDS:

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

4.20 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS:

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

4.21 SEVERABILITY:

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

4.22 ALTERNATIVE DISPUTE RESOLUTION:

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

4.22.1.1 Render a decision;

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

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

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

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

4.23 MEDIATION/ARBITRATION:

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

4.24 STRICT COMPLIANCE:

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

4.25 NON-LIABILITY:

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

4.26 RIGHT OF PARTIAL CANCELLATION:

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

4.27 RIGHTS IN DATA:

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

4.28 INTEGRATION:

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

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

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

4.29.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.29.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

4.30 CONTRACTOR LICENSE REQUIREMENT:

4.30.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental

or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

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

4.31 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

4.32 INFLUENCE

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

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

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

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

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

4.33 GOVERNING LAW:

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

4.34 LAWS, RULES AND REGULATIONS:

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

4.35 ANTI-KICKBACK REGULATIONS:

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

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

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

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

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

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

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

4.35.6 The Contractor shall have employee policies that discourage:

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

4.36 ORDER OF PRECEDENCE:

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

4.37 PUBLIC RECORDS:

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

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

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

4.39 INCORPORATION OF DOCUMENTS:

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

- 4.39.1 Exhibit A, Service Provider Application;
- 4.39.2 Exhibit B, Pricing/RWPA Budget Form including the schedule of deliverables;
- 4.39.3 Exhibit C, Scope of Work.

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

CONTRACTOR



AUTHORIZED SIGNATURE

Stephanie Martman, Acting Chief, CSE

PRINTED NAME AND TITLE

4212 N. 16th St., Phoenix, AZ 85016

ADDRESS

4-17-14

DATE

MARICOPA COUNTY

CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

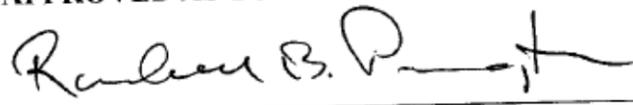
DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

6 May 2014

DATE

EXHIBIT A

SERVICE PROVIDER APPLICATION

SERVICE PROVIDER APPLICATION

Organization: Phoneix Indian Medical Center, HIV COE

Address: 4212 North 16th Street

City: Phoenix State: AZ Zip: 85016

Telephone: 602-263-1200

Executive Director/CEO: Michael Weahkee, MBA

Person completing this form: Stephanie Markm Contact Telephone: 602-263-1200

Legal Status: Nonprofit 501-C3 Corporation LLC Partnersh ther: IHS Hospital

Years in Business: 17

Maricopa County Vendor Registration Complete: Yes No Vendor Number:

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

Service Site Location #1:

Organization: Phoenix Indian Medical Center, HIV COE

Address: 4212 North 16th Street

City: Phoenix State: AZ Zip: 85016

Telephone: 602-263-1200

Service Site Location #2:

Organization:

Address:

City: State: Zip:

Telephone:

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

What Geographic Location(s) do you plan to serve (See Exhibit3)? Phoenix Service Unit

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

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

SERVICE PROVIDER APPLICATION

If your response is no to this question, please identify the Term and Condition and describe how your Organization will meet the requirement:

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

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

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

Grant fund 1: _____ Since: _____

Grant fund 2: _____ Since: _____

Grant fund 3: _____ Since: _____

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

If yes, describe your system:

HHS/PHS/IHS Unified Financial Management System (UMFS)

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

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

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

Organizational Chart attached? Yes or No

Resumes attached? Yes or No

Licenses /Credentials attached? Yes or No

EXHIBIT B

PRICING & BUDGET FORM

DATE PREPARED 3/6/14

PREPARED BY: Adrian Bizardi, Grants Manager

NAME OF ORGANIZATION: Phoenix Indian Medical Center, HIV Center of Excellence

Fed. Employee ID # (FEIN) 86-0212139

DUNS # 364268581

ADDRESS: 4212 North 16th Street
Phoenix, AZ 85016

AUTHORIZED CONTACT Stephanie Markman, MD Chief COE (Acting)

TELEPHONE 602-263-1200 FAX 602-263-1618

E-MAIL stephanie.markman@ihs.gov

PRIMARY CONTACT Stephanie Markman, MD Chief COE (Acting)

TELEPHONE 602-263-1200 FAX 602-263-1618

EMAIL stephanie.markman@ihs.gov

CONTRACT NUMBER Solicitation 13054-RFP Re-Solicitation

SERVICE CATEGORY Medical and NonMedical Case Management

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

CONTRACT AMOUNT \$20,250.00

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

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

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

Date Prepared: 3/6/2014

(Section I)

Organization
Service Category
Budget Period

Phoenix Indian Medical Center, HIV Center of Excellence Medical and NonMedical Case Management 3/1/2014 Through 2/28/2015

(Section II)

Contract Amount **\$20,250.00**

Operating Expenses		FTES	Administrative Budget	Direct Service Budget	Total Budget
			0.00	0.20	0.20
Personnel:	Salaries		\$ -	\$ 15,453.15	\$ 15,453.15
Personnel:	Fringe/Benefits		-	4,620.49	4,620.49

Subtotal: Personnel/Fringe Benefits	-	20,073.64	20,073.64
-------------------------------------	---	-----------	-----------

Other Operating Expenses

Travel	-	-	-
Supplies	-	176.36	176.36
Equipment	-	-	-
Contractual	-	-	-
Program Support	-	-	-
Other Professional Services	-	-	-

Subtotal: Other Operating Expenses	-	176.36	176.36
------------------------------------	---	--------	--------

Total Operating Expenses	-	20,250.00	20,250.00
---------------------------------	---	------------------	------------------

(Personnel and Other Direct Costs)

Indirect Costs	-	-	-
-----------------------	---	---	---

Enter Indirect Cost Rate (may not exceed 10% of Direct Costs)		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	-	20,250.00	20,250.00
--------------------------------	---	------------------	------------------

(Admin-Percent of Direct Costs) 0.00%

Administration may not exceed 10% of Direct Costs



CONTRACT BALANCE

(Contract Revenue less Total Costs of Contract)

\$ (0.00)

*The Contract Balance should equal zero.



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

Date Prepared: 3/6/2014

1 Staffing

Provider Entry Auto Calculation Fringe Benefit Rate 29.90%

Staffing Phoenix Indian Medical Center, HIV Center of Excellence Medical and NonMedical Case Management													
Benefits													
Position Title	Last Name	Annual Hours	%RWPA	FTE	Hourly Rate	Salary Applied to grant per FTE	Applied to grant per FTE	Job Status A, D or A/D	% Applied as Administrative	Gross Admin Salary	Gross Admin Benefits	Direct Service Salary	Direct Service Benefits
1 Medical Case Manager	Smith	2080	5.00%	0.0400	\$51.80	\$ 4,309.76	\$ 1,288.62	D		-	-	\$ 4,309.76	\$ 1,288.62
The HIV Medical Case Manager will provide comprehensive medical case management services to the HIV + American Indian / Alaska Native (AI / AN) individuals of all ages with a full spectrum of primary health care and supportive services in a professional, culturally sensitive and competent manner.													
2 Medical Case Manager	Peters	2080	6.00%	0.0600	\$27.55	\$ 3,438.24	\$ 1,028.03	D		-	-	\$ 3,438.24	\$ 1,028.03
The HIV Medical Case Manager will provide comprehensive medical case management services to the HIV + American Indian / Alaska Native (AI / AN) individuals of all ages with a full spectrum of primary health care and supportive services in a professional, culturally sensitive and competent manner.													
3 Medical Case Manager	Evens	2080	6.00%	0.0600	\$28.00	\$ 3,494.40	\$ 1,044.83	D		-	-	\$ 3,494.40	\$ 1,044.83
The HIV Medical Case Manager will provide comprehensive medical case management services to the HIV + American Indian / Alaska Native (AI / AN) individuals of all ages with a full spectrum of primary health care and supportive services in a professional, culturally sensitive and competent manner.													
4 Pharmacist	Huentelman	2080	5.00%	0.0400	\$50.61	\$ 4,210.75	\$ 1,259.01	D		-	-	\$ 4,210.75	\$ 1,259.01
The HIV Clinical Pharmacist will provide comprehensive pharmaceutical care services to the HIV + American Indian / Alaska Native (AI / AN) individuals of all ages with a full spectrum of medication management including side effects, drug interaction, adherence counseling and laboratory interpretations in a professional, culturally sensitive and competent manner.													
5				0.0000		\$ -	\$ -			-	-	\$ -	\$ -
Description													
6				0.0000		\$ -	\$ -			-	-	\$ -	\$ -
Description													
7				0.0000		\$ -	\$ -			-	-	\$ -	\$ -
Description													
8				0.0000		\$ -	\$ -			-	-	\$ -	\$ -
Description													
Subtotal Personnel				0.20		\$ 15,453.15	\$ 4,620.49			\$ -	\$ -	\$ 15,453.15	\$ 4,620.49
Subtotal from Personnel Continuation Sheet				0.00		\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
TOTAL Personnel				0.20		\$ 15,453.15	\$ 4,620.49			\$ -	\$ -	\$ 15,453.15	\$ 4,620.49

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

(R) Benefits	
Benefits Name	Percent
FICA	7.65%
Federal Tax	10.95%
State Tax	2.70%
Health Ins	3.70%
Retirement	3.60%
Life Insurance	1.30%
TOTAL	29.90%

(Admin)	0.00	FTE	Percent Admin	0%
(Direct Service)	0.20	FTE	Percent Direct	100%
Total	0.20	FTE		100%

Staffing Continuation Sheet (Page 2 of 2) Phoenix Indian Medical Center, HIV Center of Excellence Medical and NonMedical Case Management													
Position Title	Last Name	Annual Hours	% RWPA	FTE	Hourly Rate	Salary Applied to grant per FTE	Benefits Applied to grant per FTE	Job Status A, D or A/D	% Applied as Administrative	Gross Admin Salary	Gross Admin Benefits	Direct Service Salary	Direct Service Benefits
9				0.0000		\$ -	\$ -			-	-	\$ -	\$ -
Description													
10				0.0000		\$ -	\$ -			-	-	\$ -	\$ -
Description													
11				0.0000		\$ -	\$ -			-	-	\$ -	\$ -
Description													
12				0.0000		\$ -	\$ -			-	-	\$ -	\$ -
Description													
13				0.0000		\$ -	\$ -			-	-	\$ -	\$ -
Description													
14				0.0000		\$ -	\$ -			-	-	\$ -	\$ -
Description													
15				0.0000		\$ -	\$ -			-	-	\$ -	\$ -
Description													
16				0.0000		\$ -	\$ -			-	-	\$ -	\$ -
Description													
17				0.0000		\$ -	\$ -			-	-	\$ -	\$ -
Description													
Subtotal to Page 1				0.00		\$ -	\$ -			-	-	\$ -	\$ -

TRAVEL

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

Date Prepared: 3/6/2014

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

- 1 **Mileage** Mileage will be budgeted utilizing the standard calculation of # of monthly miles for a full time staff person x12 months x the rate per mile used by your organization x the number of FTE(s) budgeted who will travel to provide services under this grant.
Enter only the FTEs that will travel and provide a Narrative Justification including who will travel and why.

Mileage Phoenix Indian Medical Center, HIV Center of Excellence Medical and NonMedical Case Management							
		Mileage Rate					
	FTE	Monthly Miles Budgeted (Per 1 FTE)*	Annual Miles Applied to Grant	Total Budget	Admin	Direct Svc	Narrative Justification
1	Admin		0	\$ -	\$ -		
2	Direct Svc		0	\$ -		\$ -	
TOTAL		0	0	\$ -	\$ -	\$ -	\$ -

(Total Miles applied to this grant)

*Note - Budget monthly mileage for 1 FTE. This is a revision to prior year budget templates.

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

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

Other Allowable Travel Phoenix Indian Medical Center, HIV Center of Excellence Medical and NonMedical Case Management							
Dates of Travel				Total Budget	Admin	Direct Svc	Narrative Justification
1	Cost			\$ -	\$ -		
	Line Item						
2	Cost			\$ -	\$ -		
	Line Item						
3	Cost			\$ -	\$ -		
	Line Item						
				\$ -	\$ -	\$ -	\$ -

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

SUPPLIES

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

Date Prepared: 3/6/2014

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

1 General Office Supplies:

(Apply an FTE Ratio from the Budgeted Personnel Page)

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

General Office Supplies Phoenix Indian Medical Center, HIV Center of Excellence Medical and NonMedical Case Management					
Item	Annual Budget	% Admin 0%	% Direct 100%	Total 100%	Narrative Description/Cost Allocation Methodology
1 Office Supply	\$ 176.36	\$ -	\$ 176.36	\$ 176.36	Misc Office supply - Paper, Folders, Pens & printer ink cartridges
2		\$ -	\$ -	\$ -	\$14.69 x 12 months
3		\$ -	\$ -	\$ -	
4		\$ -	\$ -	\$ -	
5		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
TOTAL		\$ -	\$ 176.36	TOTAL	\$ 176.36

2 Program Supplies

Program/Medical Supplies are budgeted as Direct Service.

Program Supplies Phoenix Indian Medical Center, HIV Center of Excellence Medical and NonMedical Case Management					
Item	Annual Budget	Admin	Direct		Narrative Description/Cost Allocation Methodology
1			\$ -		
2			\$ -		
3			\$ -		
4			\$ -		
5			\$ -		
			\$ -		
TOTAL		\$ -	\$ -	TOTAL	\$ -

	Admin	Direct	Total
SUMMARY (Supplies)	\$ -	\$ 176.36	\$ 176.36

EQUIPMENT

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

Date Prepared: 3/6/2014

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

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

Equipment less than \$5,000 Phoenix Indian Medical Center, HIV Center of Excellence Medical and NonMedical Case Management				
Item Budgeted	Admin	Direct Service	Total	Narrative Description/Cost Allocation Methodology
1			\$ -	
2			\$ -	
3			\$ -	
4			\$ -	
5			\$ -	
			\$ -	
TOTAL	\$ -	\$ -	TOTAL	\$ -

Equipment \$5,000 or greater

Equipment \$5,000 or greater Phoenix Indian Medical Center, HIV Center of Excellence Medical and NonMedical Case Management				
Item Budgeted	Admin Amount	Direct Amount	Total	Narrative Description/Cost Allocation Methodology
1			\$ -	
2			\$ -	
3			\$ -	
4			\$ -	
TOTAL	\$ -	\$ -	TOTAL	\$ -

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

Contractual

Provider Entry Auto Calculation

Date Prepared: 3/6/2014

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

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

1. Consulting/Professional Contract Labor/Clerical Support

This budget category includes payments to outside consultants, temporary services, professional contract labor and clerical support. Indicate the name, licenses/qualifications, hours budgeted, quoted rate, dates of service, and a detailed Narrative/Justification of activities to be provided.

1. Consulting/Professional Contract Labor/Clerical Support Phoenix Indian Medical Center, HIV Center of Excellence Medical and NonMedical Case Management							
Consultant Name	Annual Budgeted Hours	Quoted Rate	Total Budget	Admin Budget %	Admin Budget	Direct Service Budget	Dates of Service
1			\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative/ Justification							
2		\$ -	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative/ Justification							
3		\$ -	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative/ Justification							
4		\$ -	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative/ Justification							
5		\$ -	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative/ Justification							
6		\$ -	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative/ Justification							
Consulting/ Prof / Clerical Sup. Page 1					\$ -	\$ -	\$ -
Consulting/ Prof / Clerical Sup. From Contractual Continuation Page					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -

2. Subcontracts

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

2. Subcontracts Phoenix Indian Medical Center, HIV Center of Excellence Medical and NonMedical Case Management						
Subcontractor Name	Sub recipient or Vendor	Admin Budget	Direct Service Budget	Total Budget	Admin % of Direct	Dates of Service
1				\$ -	#DIV/0!	
Service(s) Provided						
Narrative/ Justification						
2				\$ -	#DIV/0!	
Service(s) Provided						
Narrative/ Justification						
3				\$ -	#DIV/0!	
Service(s) Provided						
Narrative/ Justification						
				\$ -		
				\$ -		

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

Contractual- Continuation Page

Date Prepared: 3/6/2014

The Contractual line item is used for consulting and contracting to be utilized in conjunction with operations of the grant.
Use this page to list Consultant/Contract Labor and Clerical Support if there is insufficient space on the Contractual Page.

Consulting/Professional Contract Labor/Clerical Support							
Consulting/Professional Contract Labor/Clerical Support Phoenix Indian Medical Center, HIV Center of Excellence Medical and NonMedical Case Management							
Consultant	Hours Budgeted	Quoted Rate	Total Budget	Admin Budget %	Admin Budget	Direct Service	Dates of Service
6			\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative							
7		0	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative							
8		0	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative							
9		0	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative							
10		0	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative							
11		0	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative							
12		0	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative							
13		\$ -	\$ -	\$ -	\$ -	\$ -	
Licenses / qualifications							
Narrative							
14		0	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative							
15		0	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative							
16		0	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative							
Consulting/ Prof./ Clerical Sup. Subtotal to Page 1			TOTAL		\$ -	\$ -	

Other Program Support

Provider Entry Auto Calculation

Date Prepared: 3/6/2014

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

1 Communications/Telephone/Internet

Communications/Telephone/Internet Phoenix Indian Medical Center, HIV Center of Excellence Medical and NonMedical Case Management					
Item	Amount Budgeted	Admin 0%	Direct 100%	Total	Narrative/Cost Allocation Methodology
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
TOTAL		\$ -	\$ -	TOTAL	\$ -

2 Copy/Duplicating

Copy/Duplicating Phoenix Indian Medical Center, HIV Center of Excellence Medical and NonMedical Case Management					
Item	Amount Budgeted	Admin 0%	Direct 100%	Total	Narrative/Cost Allocation Methodology
1 Program Brochures					
			\$ -	\$ -	
2 Other Copying/Duplicating					
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
TOTAL		\$ -	\$ -	TOTAL	\$ -

3 Postage

Postage Phoenix Indian Medical Center, HIV Center of Excellence Medical and NonMedical Case Management					
Item	Amount Budgeted	Admin 0%	Direct 100%	Total	Narrative/Cost Allocation Methodology
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
TOTAL		\$ -	\$ -	TOTAL	\$ -

4 Utilities

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

Utilities Phoenix Indian Medical Center, HIV Center of Excellence Medical and NonMedical Case Management					
Item	Amount Budgeted	Admin 0%	Direct 100%	Total	Narrative/Cost Allocation Methodology
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
TOTAL		\$ -	\$ -	TOTAL	\$ -

4 Other Program Support

Other Program Support Phoenix Indian Medical Center, HIV Center of Excellence Medical and NonMedical Case Management					
Item	Amount Budgeted	Admin 0%	Direct 100%	Total	Narrative/Cost Allocation Methodology
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
TOTAL		\$ -	\$ -	TOTAL	\$ -

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

Other Professional Service

Provider Entry Auto Calculation

Date Prepared: 3/6/2014

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

1 Audit/Accounting/Finance

Audit/Accounting/Finance Phoenix Indian Medical Center, HIV Center of Excellence Medical and NonMedical Case Management							
Vendor Name	Hours Budgeted	Quoted Price*	Total Price	Dates of Service	Admin	Direct Service	Description of Service
a			\$ -		\$ -		
Cost Method Used							
Budget Justification							
b			\$ -		\$ -		
Cost Method Used							
Budget Justification							
c			\$ -		\$ -		
Cost Method Used							
Budget Justification							
				TOTAL	\$ -		\$ -

2 Insurance

Insurance Phoenix Indian Medical Center, HIV Center of Excellence Medical and NonMedical Case Management							
Vendor Name	Annual Premium	Percent To grant	Total Grant	Dates of Service	Admin	Direct Service	Description of Service
a	\$ -		\$ -		\$ -		
Cost Method Used							
Budget Justification							
b	\$ -		\$ -		\$ -		
Cost Method Used							
Budget Justification							
c	\$ -		\$ -		\$ -		
Cost Method Used							
Budget Justification							
				TOTAL	\$ -		\$ -

3 Rent/Space

Rent is considered 100% administrative

Rent/Space Phoenix Indian Medical Center, HIV Center of Excellence Medical and NonMedical Case Management							
Vendor Name	Annual Rent	Percent to Grant	Total Grant	Dates of Service	Admin	Direct Service	Description of Service
a	\$ -		\$ -		\$ -		
Cost Method Used							
Budget Justification							
				TOTAL	\$ -		\$ -

4 Other Professional Service

Other Professional Service Phoenix Indian Medical Center, HIV Center of Excellence Medical and NonMedical Case Management							
Vendor Name	Hours Budgeted	Quoted Price*	Total Price	Admin Budget %	Admin	Direct Service	Description of Service
a			\$ -		\$ -	\$ -	
Cost Method Used							
Budget Justification							
b			\$ -		\$ -	\$ -	
Cost Method Used							
Budget Justification							
c			\$ -		\$ -	\$ -	
Cost Method Used							
Budget Justification							
			\$ -	TOTAL	\$ -	\$ -	\$ -

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

Schedule of Deliverables

Provider Entry Auto Calculation

Date Prepared: 3/6/2014

Organization Name: Six Indian Medical Center, HIV Center of Excel
 Service Category: Medical and NonMedical Case Management

Performance Measures:
 Number of New Clients: 15
 Number of Returning Clients: 130
 Total # of Unduplicated Clients: 145

CAREWare Service Unit Name/Code	Service Description	Service Unit Definition 1 unit = (i.e. 15 minutes)	Number of Units Proposed	Schedule of Deliverables												Fee for Service Only (Not Applicable to Cost Reimbursement Contracts)				
				Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Proposed Fee Per Product/Deliverable	Total Payment Per Objective/Activity	Fee Source (ie AHCCCS, IHS, Negotiated Rate, etc.)		
1: MCM	Medical Case Management	1 unit = 15 minutes	1,593	133	133	133	133	133	133	133	133	133	133	133	133	133	130	\$ 12.71	\$ 20,247.03	
2:			-																\$ -	
3:			-																\$ -	
4:			-																\$ -	
5:			-																\$ -	
6:			-																\$ -	
7:			-																\$ -	
8:			-																\$ -	
9:			-																\$ -	
10:			-																\$ -	
11:			-																\$ -	
12:			-																\$ -	
13:			-																\$ -	
14:			-																\$ -	
15:			-																\$ -	
TOTAL			1,593	133	133	133	133	133	133	133	133	133	133	133	133	133	130		\$ 20,247.03	
																		Total Budget	\$ 20,250.00	
																		Over/(Under Budget)	\$ (2.97)	
																		Balance should equal zero		

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

CAREWare Service Unit Name/Code	Service Description	Service Unit Definition 1 unit = (i.e. 15 minutes)	Number of Units Proposed	Schedule of Deliverables												Fee for Service Only (Not Applicable to Cost Reimbursement Contracts)				
				Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Proposed Fee Per Product/Deliverable	Total Payment Per Objective/Activity	Fee Source (ie AHCCCS, IHS, Negotiated Rate, etc.)		
R1MCM Assessment	Face to face medical case management assessment.	1 unit = 15 minutes	1,128	94	94	94	94	94	94	94	94	94	94	94	94	94	94	\$ -	\$ -	
Food boxes	Food box	1 unit = 1 food box	3,396	283	283	283	283	283	283	283	283	283	283	283	283	283	283	\$ -	\$ -	
H0004 Ind Counseling	Individual counseling session	1 unit = 15 minutes	6,900	600	600	600	600	500	600	600	600	600	600	400	600	600	600	\$ 16.76	\$ 115,644.00	AHCCCS Rate

EXHIBIT C

SCOPE OF WORK

1.0 SCOPE OF WORK:

1.1 PURPOSE OF THE PROGRAM, AUTHORITY AND BACKGROUND:

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

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

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

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

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

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

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

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

All reports can be viewed at the Phoenix EMA Ryan White Planning Council's website at:
<http://www.ryanwhiteparta.com>

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

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

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

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

1.2 THE PHOENIX EMA RYAN WHITE PLANNING COUNCIL:

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

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

1.3 ADMINISTRATIVE AGENT AND QUALITY MANAGEMENT:

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

For the purposes of this section, the CEO of the EMA has delegated this responsibility to the Ryan White Part A Program within Maricopa County.

Administrative activities under the authority of the Administrative Agent include:

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

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

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

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

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

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

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

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

1.4 **CONTRACTOR ELIGIBILITY:**

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

the Maricopa County Ryan White Part A Program reserves the right, at its discretion, to issue multiple contracts within a service category pursuant to this Request for Proposal.

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

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

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

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

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

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

1.5 COMPENSATION:

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

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

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

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

- 1.5.5 Unless specifically allowed and referenced elsewhere in this contract, all services are to be provided at approved Contractor sites and/or venues. Services provided at non-authorized locations or venues will not be reimbursed by the County.
 - 1.5.6 The Contractor shall provide monthly financial and corresponding programmatic reports per the reporting schedule to the County. If the Contractor is not in compliance due to non-performance, submission of reports after deadlines, insufficient back-up statements or improperly completed forms, the Contractor may not be reimbursed or reimbursement may be delayed until program compliance issues and any other related financial consequences are resolved. Furthermore, instances of non-compliance with billing and reporting requirements may result in the County reducing the Contractor's reimbursement by up to 10% of the corresponding month's billing. Billing forms and instructions are included in the current Ryan White Part A Program Policies and Procedures Manual refer to <http://www.ryanwhiteparta.com>
 - 1.5.7 The actual amount of consideration to be paid to the Contractor depends upon the actual hours worked, services provided and related expenses as stated in the current approved budget or as modified by contract amendment or appropriately executed task order. Any un-obligated balance of funds at the end of this Agreement period will be returned to the County in accordance with instruction provided.
- 1.6 INVOICES AND PAYMENTS:
- 1.6.1 The Contractor shall submit electronically to the Administrative Agent one (1) legible copy of their detailed monthly invoice before payment(s) can be made.
 - 1.6.2 Contractor shall submit the invoice packet for services performed on or before the fifteenth (15th) calendar day following the month in which services were performed.
 - 1.6.3 The invoice shall include the requirements as outlined in the Ryan White Part A's current policies and procedures manual.
 - 1.6.4 Contractors providing medical services are required to utilize the Health Care Form (HCF-1500) Uniform Billing (UB-92) or other standardized medical claim forms as agreed to with the Administrative Agent, and to submit these to the Ryan White Part A Program in addition to the other required invoice reports and forms.
- 1.7 METHOD OF PAYMENT:
- 1.7.1 Subject to the availability of funds, County will, within sixty (60) business days from the date of receipt of the documents enumerated herein, process and remit to the Contractor a warrant for payment up to the maximum total allowable for services provided or work performed during the previous month. Payment may be delayed or reduced if invoices are in non-compliance due to late submission, improperly completed or missing documentation/information or for other contract non-compliance occurring in the related grant year. Other non-compliance issues that may delay or reduce payments can be related to any contractual issue, and may not necessarily be related to the bill itself. Should County make a disallowance in the claim, the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reason for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the "Disputes" clause of the Special Provisions of this Contract.
 - 1.7.1.1 The Contractor understands and agrees that County will not honor any claim for payment submitted 60 calendar days after date of service. The Contractor understands and agrees that County will not process any claim for payment for services rendered prior to the end of the contract period which are submitted sixty (60) calendar days after the end of the contract period without approval of County. For claims that are subject to AHCCCS Regulation R9-22703.B1, County will not honor any claim for payment submitted nine months after date

of service. Claims submitted 45 calendar days from the last day of the grant year will not be honored or reimbursed.

- 1.7.1.2 Payments made by County to the Contractor are conditioned upon the timely receipt of applicable, accurate and complete invoice reports and forms submitted by the Contractor. All monthly **invoices** must be supported by auditable documentation, which is determined to be sufficient, competent evidential matter defined by the County.
- 1.7.1.3 The Contractor understands and agrees that Ryan White Part A Program is the payer of last resort, and shall maximize and monitor all other revenue streams including self-pay and all sources of third party reimbursements. The Contractor understands and agrees that all self-pay and third party payments must be exhausted to offset program costs before Ryan White funds are used. The Contractor must have policies and procedures documented and in place to determine and bill these other potential payment sources. These third party payers include but are not limited to Regional Behavioral Health Authority (RBHA), Medicaid (Arizona Health Care Cost Containment Services/AHCCCS), Arizona Long Term Care System (ALTCS), TRICARE, Medicare and private/commercial or other insurance. The Contractor will determine eligibility of clients and assist with client enrollment whenever feasible. Payments collected by the Contractor for Ryan White services must be recorded as Program Income in the Contractor's financial management system and deducted from bills issued to the County. Program income records must be made available to the County for assurance that such revenues are used to support related services. The Contractor shall have policies and procedures for handling Ryan White revenue including program income.
- 1.7.1.4 The Contractor shall have policies and staff training on the payer of last resort requirement and how it meets that requirement.
- 1.7.1.5 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 1.7.1.6 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

1.8 BUDGET, REVENUES AND EXPENDITURES:

- 1.8.1 The Contractor shall have written fiscal and general policies and procedures that include compliance with federal and Ryan White programmatic requirements.
- 1.8.2 The Contractor shall prepare and submit to County a budget using the current Ryan White Part A Program-approved formats at the beginning of each grant year in accordance with the stated funds allocated on the most recently issued task order. If the task order is increased or decreased at any time throughout the duration of the grant year, a revised budget may be required. Failure to provide a required budget or schedule of deliverables within the designated timeframe may result in termination of the contract.
 - 1.8.2.1 The total administrative costs budgeted; including any federally approved indirect rate (inclusive of contractor and subcontractor(s)) cannot exceed 10% of the amount of the current grant award. Any amount of administrative expenditures in excess of 10% will not be reimbursed.

- 1.8.2.2 Contractor agrees that all expenditures are in accordance with the current approved budget. Any expenditure deemed unallowable by the Administrative Agent is subject to the Contractor submitting a full reimbursement to the County.
- 1.8.2.3 Contractor agrees to establish and maintain a “Financial Management System” that is in accordance with the standards required by Federal OMB Circular A-110, Subpart C. Such system must also account for both direct and indirect cost transactions, reports on the results of those transactions, are in compliance with the requirements of OMB Circular A-21 and generally accepted accounting principles.
- 1.8.2.4 All expenditures and encumbered funds shall be final and reconciled no later than 45 days after the close of the grant year.
- 1.8.2.5 Funds collected by the Contractor in the form of fees, charges, and/or donations for the delivery of the services provided for herein shall be accounted for separately. Such fees, charges and/or donations must be used for providing additional services or to defray the costs of providing these services consistent with the Schedule of Deliverables of this Contract. As applicable, the Contractor agrees to include, in the underlying budget, the amount of projected revenue from client fees. The amount of funds collected from client fees shall be reported by Contractor in the Monthly invoice by discrete service. For audit purposes, the Contractor is responsible for maintaining necessary documentation to support provision of services.

1.9 AMENDMENTS:

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

1.10 TASK ORDERS:

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

1.11 CHANGES:

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

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

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

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

Examples of cause would include, but are not limited to: non-compliance, under performance, service definition changes, reallocations or other directives

approved by the Planning Council, or any other reason deemed necessary by the Administrative Agent.

- 1.11.2 Such order will not serve to increase or decrease the maximum reimbursable amount to be paid to the Contractor. Additionally, such order will not direct substantive changes in services to be rendered by the Contractor.
- 1.11.3 Any dispute or disagreement caused by such written order shall constitute a "Dispute" within the meaning of the Disputes Clause found within this Contract and shall be administered accordingly.

1.12 **AUDIT REQUIREMENTS:**

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

1.13 **SPECIAL REQUIREMENTS:**

- 1.13.1 The Contractor shall adhere to all applicable requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009 and/or current authorized or reauthorized Ryan White HIV/AIDS Act.
- 1.13.2 The Contractor shall participate in provider technical assistance meetings and/or teleconference calls that will be scheduled by the Administrative Agent throughout the year.
- 1.13.3 The Contractor shall retain the necessary administrative, professional and technical personnel for operation of the program.

- 1.13.4 The Contractor agrees to maintain adequate programmatic and fiscal records and files including source documentation to support program activities and all expenditures made under terms of this agreement as required.
- 1.13.5 Contractor agrees to install and utilize the CAREWare client level reporting software system as described in the current Ryan White Part A Program Policies and Procedures Manual. There are no licensing costs associated with the use of CAREWare, however, the provider is required to pay for the cost related to installing and configuring internal firewall devices to gain access to the CAREWare database. These expenses can be reimbursed by Ryan White if included in the current approved budget.

1.14 RELEASE OF INFORMATION:

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

1.15 CERTIFICATION OF CLIENT ELIGIBILITY:

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

- 1.15.3.4 Documentation of policies, fees, and implementation, including evidence that staff understand those policies and procedures.
- 1.15.3.5 Contractor must have a process for charging, obtaining, and documenting client charges through a medical practice information system, manual or electronically.

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

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

1.16 **QUALITY MANAGEMENT:**

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

County which are deemed mandatory. The Contractor understands that non-participation in these types of activities may result in non-compliance with the Standards of Care as mandated by the Ryan White Act. Further, such non-participation in Quality Management trainings could result in prompting a performance monitoring site visit.

1.17 REPORTING REQUIREMENTS:

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

1.18 PROGRAM MARKETING INITIATIVES:

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

1.19 OTHER REQUIREMENTS:

- 1.19.1 Contractor shall comply with all policies and procedures as defined in the current Ryan White Part A Policies and Procedures Manual.
- 1.19.2 Contractor will maintain discrete client files for all individuals served and will secure the necessary releases of information to allow for review of all pertinent client information by employees of County and/or their designated representatives.
- 1.19.3 Contractor shall respond to all requests for information and documentation solicited by

County when they are submitted in writing no later than **72** hours of receipt of request.

- 1.19.4 Contractor shall participate with a standardized anonymous Consumer Satisfaction Survey issued to all program participants, at least once during the contract year. The survey and procedure is included in the *Ryan White Part A Program Policies and Procedures Manual*. Refer to <http://www.maricopa.gov/publichealth/Services/RyanWhite/providers.aspx>
- 1.19.5 Contractor's service locations shall be accessible by public transportation. If service locations are not accessible by public transportation, the Contractor shall have policies and procedures in place that describe how it will provide transportation assistance to clients.
- 1.19.6 Contractors providing Medicaid eligible services shall be certified to receive Medicaid payments, or receive a waiver from the U.S. Secretary of Health and Human Services. The Contractor shall document efforts to receive certification or waiver, and when certified, maintain proof of certification and file of contracts with Medicaid insurance companies.

1.20 SAFEGUARDING OF CLIENT INFORMATION:

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

1.21 NON-DISCRIMINATION:

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

1.22 EQUAL EMPLOYMENT OPPORTUNITY:

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

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

1.23 CULTURAL COMPETENCY:

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

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

1.24 RYAN WHITE CAREWARE DATA BASE:

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

1.25 IMPROPRIETIES AND FRAUD:

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

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

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

1.26 ADHERENCE TO RYAN WHITE PART A POLICIES:

- 1.26.1 Contractor shall adhere to all Ryan White Part A Program Policies. Such policies are referenced in the Ryan White Part A Program Policies and Procedures Manual (See <http://www.maricopa.gov/publichealth/Services/RyanWhite/providers.aspx>)

1.27 REFERRAL RELATIONSHIPS:

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

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

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

Additional points of entry:

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

1.28 POLICY ON CONFIDENTIALITY:

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

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

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

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

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

1.29 EQUIPMENT:

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

1.29.2 The title to any and all equipment acquired through the expenditure of funds received from County shall remain that of the Department of Health and Human Services, Health

Resources and Services Administration. County must specifically authorize the acquisition of any such equipment in advance. Upon termination of this Contract, County may determine the disposition of all such equipment.

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

NARRATIVE

Executive Summary

The Mission of the Phoenix Indian Medical Center is to offer quality health care that is uniquely suited to American Indians and Alaskan Natives (AI/AN) and to be the health home for AI/ANs.

The Phoenix Indian Medical Center (PIMC) is a Joint Commission-accredited urban hospital and ambulatory care center. PIMC is the largest hospital component of the Phoenix Area Indian Health Service (IHS), with a staff of over one thousand. In addition to primary care services for central Arizona, it serves as a referral and specialty center for a tri-state area for IHS with a catchment area of over 350,000 AI/ANs. PIMC provides a comprehensive range of services including anesthesiology, pediatrics, internal medicine, surgery, obstetrics and gynecology, family practice, emergency medicine, ophthalmology, optometry, podiatry, pathology and clinical laboratory medicine, radiology, psychiatry, psychology, physical therapy, and dental services. Subspecialty services include endocrinology, oncology, HIV management, ENT, and others. The population served has a high rate of co-morbid conditions including Alcohol and Drug Abuse/Dependence, obesity, and diabetes. The Medical Center relies on AHCCCS, Medicare, and private insurance billing and collections for almost 60% of its operating budget, and the rest is from annual congressional appropriations.

Introduction

The Phoenix metropolitan area has one of the largest and most rapidly growing American Indian and Alaska Native (AI/AN) populations of any metropolitan area in the United States. As with all people, AI/AN people have been touched by the Human Immunodeficiency Virus (HIV) epidemic. Nationally, AI/AN populations rank third, behind Black and Hispanic populations, in HIV infection rate by ethnicity. In response to this need, the Planning Council and the Phoenix Eligible Metropolitan Area (EMA) Ryan White Title 1 Grantee has excelled and even gained national recognition as one of the most progressive bodies in seeking inclusion, gathering data, and allocating resources to better address the needs of HIV infected individuals among this unique population

The following narrative is provided to communicate how the Phoenix Indian Medical Center proposes to continue to work with the Phoenix Ryan White Title 1 grantee via the SERIAL13054-RFP to help address the service needs of AI/AN people infected with HIV who know their HIV status and provide them with Primary Medical Care services in an culturally appropriate IHS setting. In concert with the Phoenix Ryan White Title 1 grantee, PIMC seeks to help eliminate disparities in access and services among this important, diverse and historically underserved community.

Medical Case Management Serial 13054-RFP: This proposal addresses Medical Case Management. We seek to build upon and expand access to Medical Case Management. As a service provider for HIV services to the largest proportion of AI/AN people as compared to any other provider in the Phoenix EMA, we feel that improving delivery of core services will increase the proportion of AI/AN people in care who are receiving and appropriately adhering to life-saving therapy. We are able to deliver culturally-sensitive care and have access to a full range of interpreter services and/or traditional practitioners, as needed. Early intervention integrating medical, behavioral, and traditional Native American healing concepts are an integral part of the program. The Medical Case Management will focus on eligibility determination, coordination of services, identification of needs and resources and engagement in a manner that helps people remain in care. The Medical Case Management Standards of care developed by the Phoenix Ryan White Program and the Planning Council will provide the minimum standards for the content of medical case management. At PIMC, medical case management will be carried out by two registered nurses (BSNs), one social worker and one pharmacist. The purpose of this is to improve communication of need between the client and the health care provider which will ultimately improve retention and adherence with care. Also, based on a recent AI/AN needs assessment, housing, transportation, and dental services will be a program priority. Case management can be the key link to these services.

Work Statement

Medical Case Management Services

Case Managers at PIMC will perform case management for HIV infected individuals. The case managers will perform assessments and evaluations and establish care plans and coordinate services accordance with the Standards

of Care. Case management services will be recorded in units of time using 15 minute increments of work and will be verified by time keeping records and chart documentation. Performance will be measured through medical record review for documentation of the Standards of Care, CADR reports and program review by the grantee.

The Medical Case Management program provides services for American Indian /Alaskan Native (AI/AN) to gain access to the direct health care system provided by Phoenix Indian Medical Center (PIMC). The Case Managers are responsible for:

1. Analyzing and reviewing program operations for the provision of continuing care and services provided to individual patients, to ensure a multidisciplinary approach to treatment planning and maximum utilization of services and resources.
2. Maintaining continuous liaison activities with PIMC medical personnel and various local and community programs to ensure services are received in an efficient, expeditious and professional manner.
3. Recognizing the need for development and modification of care and services provided and proposes changes to the supervisor and/or other designated individuals.
4. Maintaining documentation on all case files to determine the effectiveness of treatment care plans. If plans require modifications or if there are any changes in services, case files will be reviewed and will reflect that documented change.
5. Adhering to the rules and regulations governing confidentiality in all matters relating to patient care activities.
6. Serving as a resource person providing education and support regarding resource options and services available. Assists patients and family in obtaining services such as: legal; housing; spiritual; educational/recreational; entitlement and employment assistance; financial planning; counseling; vocational rehabilitation; medical, nursing, and home health care; pharmaceutical services; drug dependency treatment; HIV prevention; advocacy; and long-term and hospice care.
7. Working in tandem with the assistance of PIMC medical providers and practitioners, coordinating care and referral to resources and agencies providing a full range of medical support.
8. Gathering information to assist individual patients in determining eligibility for benefits assistance.
9. Utilizing confidential computerized patient information systems of PIMC to gather required information in case treatment planning.
10. Participating in professional development activities by attending workshops, seminars and conferences and other activities in order to improve patient care and related activities.
11. Securing necessary releases of information to allow for periodic review of all pertinent patient information by employees of the county, state health departments and/or their designated representatives of the Ryan White CARE Project.
12. Referring HIV positive individuals for services to the HIV COE and HIV direct care activities associated with PIMC and/or other AIDS services organizations (ASO).
13. Providing HIV surveillance updates regarding misclassification and under-reporting of HIV positive American Indian patients.
14. Outreaching to other IHS facilities and ambulatory care clinics in the surrounding Phoenix Area by providing information to the target population about community resources not offered at PIMC to newly diagnosed patients and HIV infected individuals who are not receiving HIV services.
15. Contacting tribal HIV/AIDS coordinators to describe IHS services including case management intake and referral.
16. Certification of medical and financial eligibility of referred patients to be conducted by IHS patient registration and medical records department prior to receipt of services via the Ryan White CARE Project.
17. Documentation in referred patient charts that no health and/or other form of insurance are in effect for the patient.
18. Completion of referred patient releases of information, including releases for services performed by relevant subcontractors, at the time of intake.
19. Participating in monitoring of quality assurance and patient satisfaction, including a grievance procedure for patient complaints and implementation of annual consumer feedback information sharing.
20. Follow-up with identified HIV positive patients who failed to keep appointments or strayed from the system through confidential telephone contact or written correspondence.
21. In less serious cases follow-up services are provided by the Case Managers in the patient's homes if within the local area or at PIMC.
22. Screening patient's desire to participate in traditional American Indian healing practices.

Schedule of deliverables

Implementation of the work plan will begin immediately. Funding will be used to assure engagement of clients and to expand services as required by patient care volume through the use of both fixed (permanent) and/or variable (contractor) staffing models per established human resource processes at PIMC. Information systems and documentation procedures are largely in place.

HIV Care and Treatment

Recognizing a growing need to respond to people with HIV, PIMC established the HIV Center of Excellence (HIV COE) in the fall of 1996. The HIV COE program is proud to be seen as a leader in health care management for AI/AN people with HIV/AIDS. Over this 10 year period, the HIV COE has been able to develop a model health delivery system that provides its clients with a wide range of medical and support services that respect and attempt to blend traditional healing beliefs with the latest advances in medical technology. Today the HIV COE at PIMC has a dedicated full-time HIV/AIDS-specialized physician, two full-time RN HIV case managers, a dedicated clinical pharmacist, and a health specialist/social worker. Patients may receive medical inpatient and outpatient care, mental health, substance abuse, laboratory, radiology, transportation, and medical specialty services on-site at PIMC on an as available basis.

Our Quality Management program includes quality assessment and performance improvement using the HIVQUAL model developed by the New York State AIDS Institute. The model is a practical guide for improving the quality of HIV care. Our electronic computerized HIV Management System was recently installed to assure reliability in patient care and follow-up and to create quality performance reporting upon demand.

Marketing Plan

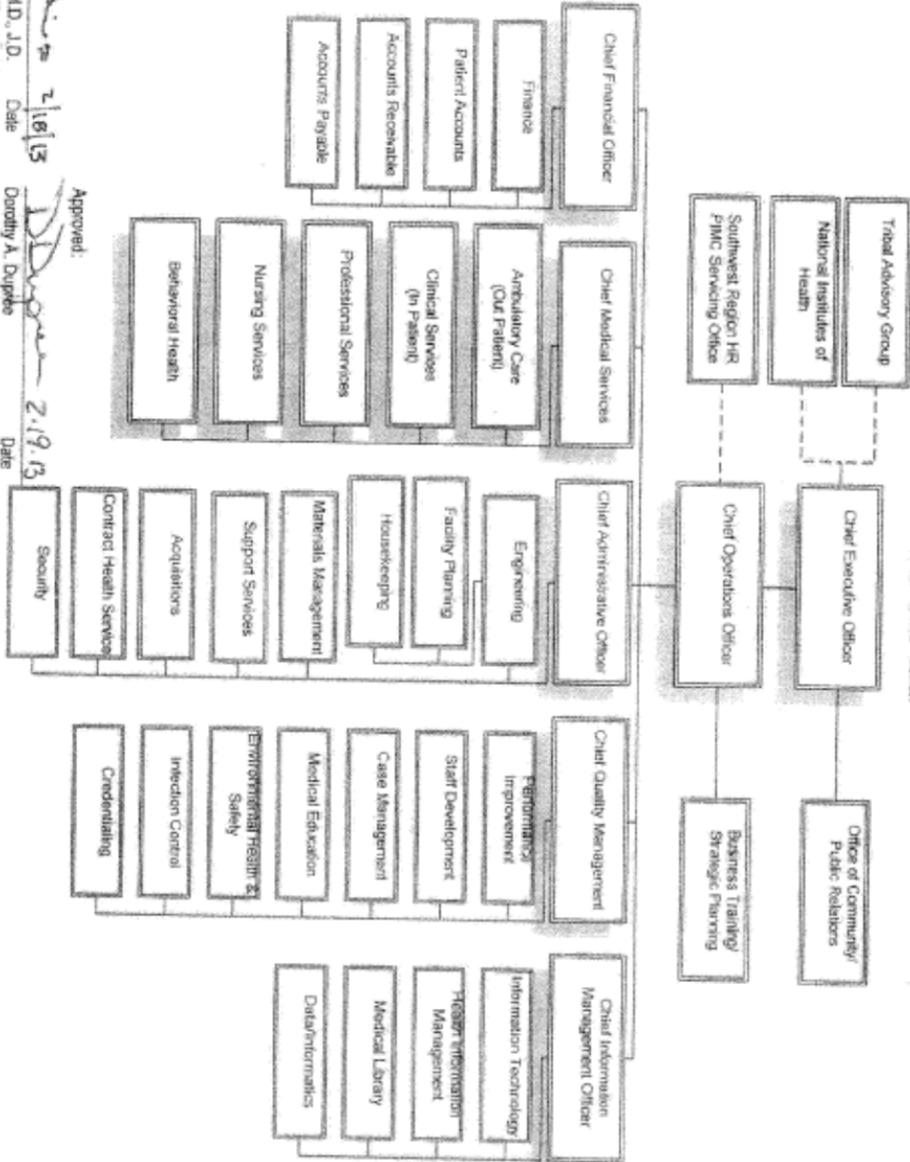
The goal is to implement a comprehensive marketing plan involving community planning efforts and outreach programs to identify and enroll eligible participants throughout the Phoenix Service Unit. The development and implementation of the PIMC policy and procedures will assure compliance with all requirements of the Ryan White CARE Act, including determination of the patient's medical, income and residence requirements; confidentiality provisions and audit/accounting standards and controls.

The marketing of the HIV COE Program will be done through networking and attendance at local and statewide meetings or conferences, a PIMC HIV COE flier and through the PIMC HIV COE Website.

ORGANIZATIONAL CHARTS

DEPARTMENT OF HEALTH AND HUMAN SERVICES
 INDIAN HEALTH SERVICE
 PHOENIX AREA

PHOENIX SERVICE UNIT
 Phoenix Indian Medical Center



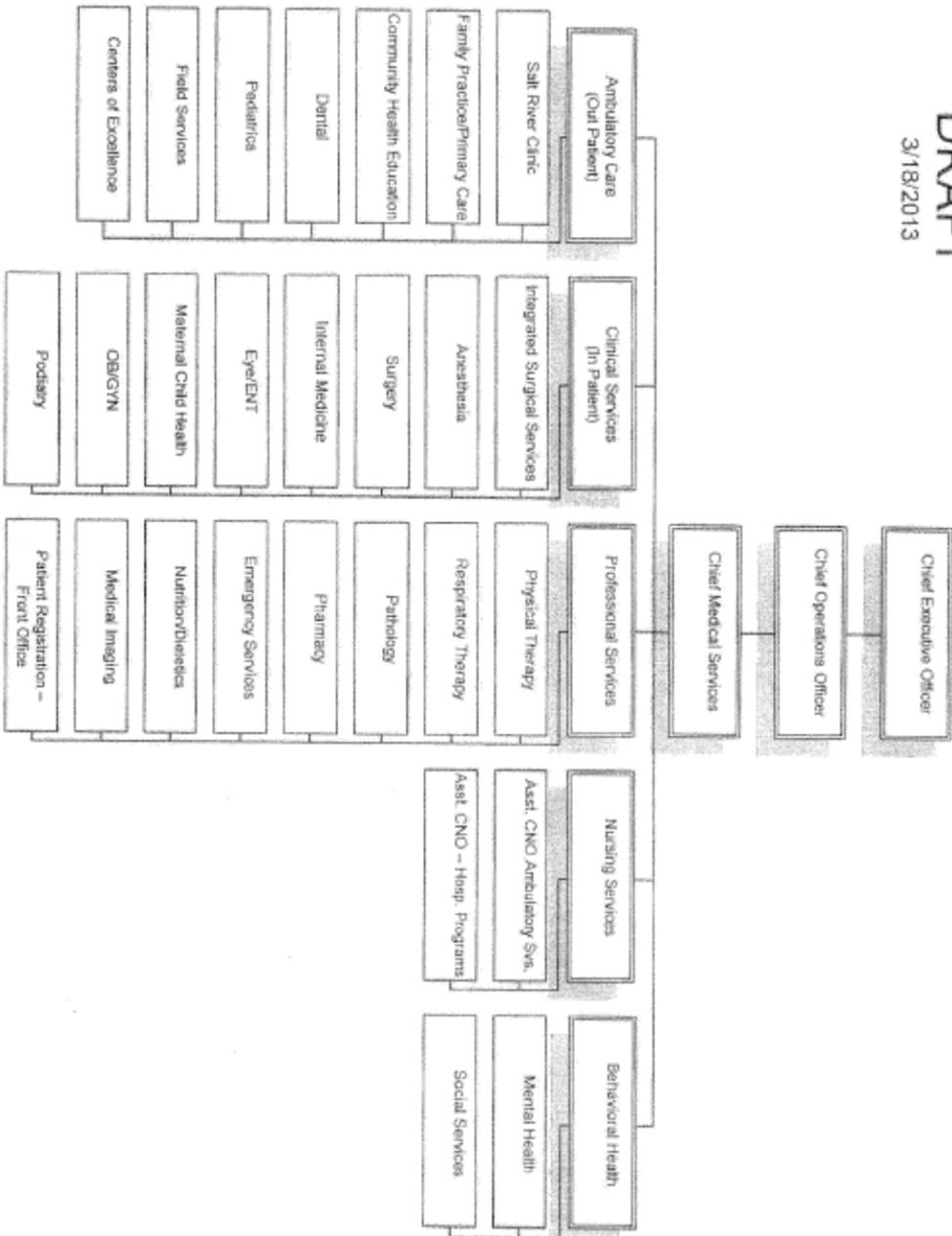
Recommended:
 John W. Molina, M.D., J.D.
 Chief Executive Officer, PSU
 Date: 2/16/13

Approved:
 Dorothy A. Dwyer
 Director, Phoenix Area
 Chair, Phoenix Service Unit Governing Board
 Date: 2/19/13

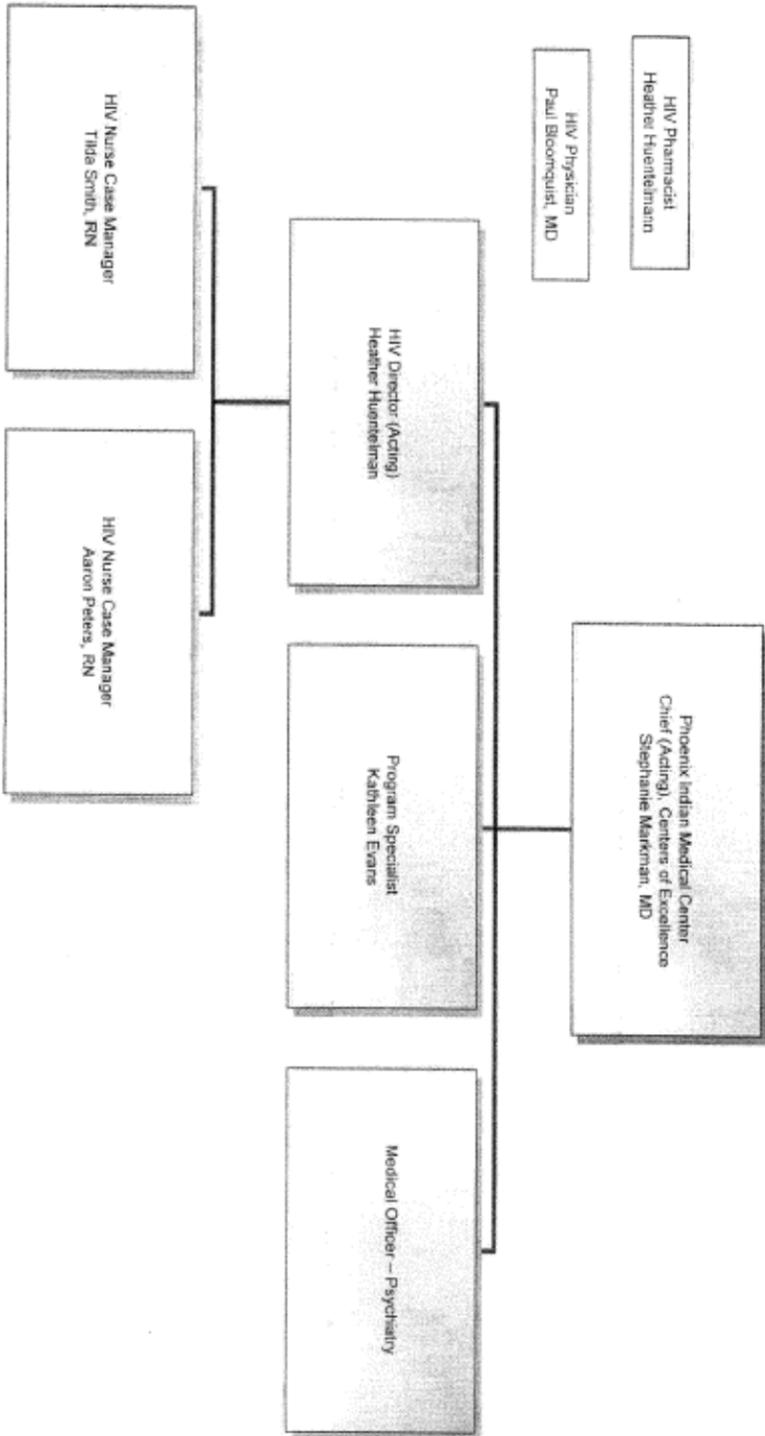
DEPARTMENT OF HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE
PHOENIX AREA

PHOENIX SERVICE UNIT
Phoenix Indian Medical Center

DRAFT
3/18/2013



Organizational Chart PIMC Ambulatory Care Centers of Excellence – HIV



RESUMES/CURRICULUM VITAE

CURRICULUM VITAE
COVER SHEET

LCDR Heather Huentelman
PHS# 69708
Pharmacist

December, 2012

PERFORMANCE

- PHS: OSM: 2010; AM: 2007; CIT: 2006; UC: 2007, 2010, 2011, 2011; CCTR: 2006
- Non-PHS: 2009 Indian Health Services Junior Pharmacist of the Year
- Presentations: Over 20 formal presentations given since 2004, almost all outside usual scope of duty

EDUCATION, TRAINING and PROFESSIONAL DEVELOPMENT

- Subject Matter Expert: HIV clinical pharmacy expertise with local, regional and national impact see awards (OSM 2010, AM 2007), certifications, presentations, and collateral duties (Acting Director HIV Center of Excellence, contributions to national guidelines, reviewer for Pharmacist's Letter continuing education & American Academy of HIV Medicine certification exam, and subcommittee for National HIV/AIDS Strategy)
- Billets/Assignments/Collateral Duties show continuous training, growth, and diverse pharmacy practice as Resident, Staff Pharmacist, Senior Pharmacist, Senior Pharmacist II and Advanced Practice Pharmacist II. Continued growth in administrative duties and leadership as demonstrated by increasing involvement in grant & program management, performance improvement, as well as supervisory responsibilities.
- Board Certified Pharmacotherapy Specialist (BCPS) and American Academy of HIV Pharmacist (AAHIVP)
- Pharmacy Practice Residency Certificate (2005); Doctor of Pharmacy (PharmD) 2004
- Certified: APhA Pharmacy-Based Immunization Delivery – See Training, 2008
- Clinical pharmacy specialist in immunizations, latent TB, and HIV adherence
- Completed Medical Case Management Certification (2012), Intro to Quality Management and Health Outcomes Training (2012), Excelling as a manager or supervisor (2011), IHS Pharmacy Leadership Conference (2009); IHS Pharmacy Practice Training Program (2004)

CAREER PROGRESSION and POTENTIAL

Indian Health Service (IHS):

- | |
|---|
| <ul style="list-style-type: none"> ○ O6 Billet, Advanced Practice Pharmacist II, 2012 to present, Phoenix, AZ ○ O5 Billet, Senior Pharmacist II, 2009 to 2012, Phoenix, AZ ○ O4 Billet, Senior Pharmacist, 2006-2009, Phoenix, AZ ○ O3 Billet, Staff Pharmacist, 2005-2006, Phoenix, AZ ○ O3 Billet, Pharmacy Officer TIS- Residency, 2004-2005, Phoenix, AZ |
|---|

- Regular Corp 2010; applied for assimilation 2009
- Collateral Duties: Acting Director of HIV Center of Excellence responsible for clinical services for over 200 patients living with HIV, team leader for staff of seven, supervise three support staff, and grant management for Minority AIDS Initiative and Ryan White grants (totaling \$600,000 annually); Facility liaison for two CDC Epidemic Intelligence Surveillance Officers project on HIV; Arizona AIDS Drug Assistance Program Formulary Committee; Federal Interagency Workgroup for Adverse Drug Events (ADE); Lead, Poster Abstract Review Committee USPHS Scientific Training and Symposium 2013; HCV/HIV/STD IHS National Pharmacists Workgroup Liaison for University of California San Francisco Warmline Continuing Education Webinars; Performance Improvement Team for Dept of Pharmacy lead on implementing remote prescription processing, Pharmacy student preceptor mentor, and supervise up to twenty Doctorate of Pharmacy candidates yearly from five different colleges of pharmacy.

CHARACTERISTIC OF CAREER OFFICER AND SERVICE TO THE CORPS

- Recruitment activities: Residency Showcase University of AZ, Midwestern University and ASHP Midyear personally speaking with over 100 students (6 accepting residencies), lecture AT Stills Physician Assistant Program (100 students/lecture), facilitator for skills lab at Midwestern University (150 students/lab)
- Mentoring: Committee member for Doctoral student project on Hepatitis C in Native Americans (2012), informal mentor for nurse in bottom 10% last promotion cycle (2012), dietetic intern project (2011), precept over 120 students in HIV management (2005-12), 3 residency projects (2006,07,10).
- Applied to be voting member of PharmPAC 2011
- CCTR/BOTC/IOTC - 2006

RESPONSE READINESS

- Basic Qualified since 2005
- Deployment role: Pharmacist

PHS # 69708 CURRICULUM VITAE
 Lcdr Heather Huentelman December, 2012

Indian Health Service, Phoenix Service Unit (PSU)
 Phoenix Indian Medical Center 4212 N 16th ST, Phoenix, AZ 85016
 Phone: (602) 263-1506

Education:

American Academy of HIV Medicine certified Pharmacist designated by AAHIVP Certification by examination 2008, 2010, 2012	2009-2014
Board Certified Pharmacotherapy Specialist designated by BCPS Recertified by examination 2012	2006-2019
ASHP Residency in Pharmacy Practice Phoenix Indian Medical Center (PIMC), Phoenix, AZ	2004-2005
Doctorate of Pharmacy University of Florida, Gainesville, FL	2004
Bachelor of Science, Forensic Chemistry Ohio University, Athens, OH	1998

Experience:

Indian Health Service

Phoenix Service Unit

Feb 2012 - Present

O-6 Billet, Advanced Practice Pharmacist II, Phoenix Indian Medical Center

- HIV pharmacist serving 208 patients providing adherence counseling and medication management
 - Pharmacist run adherence clinic: 150 face-to-face visits and 300 telephone visits annually
 - 90% of patients are adherent to treatment, rate is equivalent to top HIV clinics in the US
- Maximize antiretrovirals alternate resource utilization: result \$4.5 million of cost avoidance FY06-11
- Regional pharmacy consultative services in HIV management and post-exposure prophylaxis
- Locally certified provider: Immunizations, Latent TB, and HIV Adherence
- Principal investigator Minority AIDS Initiative Grants ranging from \$150,000 to \$350,000 annually
- Provide clinical expertise and leadership for Indian Health Services National HIV/AIDS Program
 - Expert pharmacist reviewer for Indian Health Services HIV Management System
- Precept up to 20 students, 1 JrCOSTEPS, & 2 residents in HIV Management annually

Collateral Duties while in Position:

- Acting Director HIV Center of Excellence, supervising 3 support staff (1 officer and 2 civil servants) and team leader for 2 physicians, 1 psychiatrist, 1 psychologist, 2 case managers & 1 social worker
 - Selected and trained two new case managers, increasing productivity by 30%
 - Ryan White Part A reporting for medical and case management services \$250,000 annually
- Federal Interagency Workgroup for Adverse Drug Events (ADE)
 - Develop National Action Plan for ADE Prevention, opioid workgroup member
- USPHS Scientific Training and Symposium 2013, Glendale AZ
 - Lead for Poster Abstract Review Committee
- Performance Improvement Team for Pharmacy Department
 - Developed remote prescription processing system to be expanded facility-wide in 2013
 - Increases utilization of available staff and decreases overall wait time for patients
- Developed latent TB infection (LTBI) treatment and monitoring program for HIV patients

- Per protocol, HIV patients are excluded from the pharmacist-run LTBI clinic secondary to the complexity of management & potential for drug interactions.
- New program to be managed by HIV expert pharmacists for 12 newly identified HIV/LTBI co-infected patients after switching from skin to blood-based testing (zero patients in year prior)
- Facility liaison for two CDC Epidemic Intelligence Surveillance Officers' project reviewing the entire HIV registry of over 450 Native Americans focusing on survival, co-morbidities, smoking, obesity and women
- Committee member and mentor for a Native American doctoral student from University of San Diego, project on Native Americans and risk factors for Hepatitis C
- Improvement committee for iCare a case management graphical user interface
 - Award winning program: 2011 Computerworld Honors Program Laureate
- Teleconference workgroup participant providing input to update the DHHS Non-Occupational Post Exposure Prophylaxis Guidelines
- Expert reviewer for AAHIVM Pharmacist Certification Exam (1 of 14 pharmacists)
- Formulary Committee, Arizona AIDS Drug Assistance Program
- Phoenix representative for HCV/HIV/STD IHS National Pharmacists Workgroup
 - Liaison for University of California San Francisco Warmline Continuing Education Webinars

Indian Health Service

Phoenix Service Unit

Oct 2009 – Feb 2012

O-5 Billet, Senior Pharmacist II, Phoenix Indian Medical Center

- HIV pharmacist serving 145-185 patients providing adherence counseling and medication management
- Maximize alternate resource utilization for antiretrovirals with cost savings of \$2.5 million FY10-11
- Pharmacy consultative services in HIV management, post-exposure prophylaxis and drug interactions
- Certified provider: Immunizations, Latent TB, and HIV Adherence
- Precept 20 students with 2 accepting PHS positions, 2 JrCOSTEPS, & 3 residents in HIV Management
- Responsible for clinical reporting and billing Ryan White Part A Grant (\$250,000 annually)

Collateral Duties while in Position:

- Acting Director HIV Center of Excellence, supervising 3 nurses (2 officers and 1 civil servant) and coordinating a team of 1 medical provider, 1 behavioral health provider, and 3 case managers
 - Position description for a physician, however, selected based on unique skill set, years of experience, and level of expertise in HIV, first non-physician to serve as director
 - Improved morale through improved time & attendance, increased accountability, and equitable redistribution of duties among equivalent staff
- President Obama's National HIV/AIDS Strategy, Access to care subcommittee
- Phoenix representative for HCV/HIV/STD IHS National Pharmacists Workgroup
- Lead for pilot program to evaluate larger medical centers electronically with eHIVQUAL HIV standards
 - eHIVQUAL is utilized nationally to evaluate smaller clinics, pilot program for Phoenix and SF
- Co-investigator for Minority AIDS Initiative HIV Telehealth, Chronic Care and Adherence Grant expanding access & improving services throughout Indian Health Services, totaling \$1.5 million in 4yrs
 - Implemented telehealth network allowing IHS sites without an HIV specialist to be connected to an HIV expert at Phoenix, Gallup or Anchorage for HIV consultation
 - Currently utilized by seven sites resulting in 50 cases per year allowing patients to receive superior HIV care within their own community, decreasing cost & improving patient satisfaction
 - Expanded pharmacy-led adherence services at PIMC, Anchorage, Fort Defiance and Gallup through training, grant funding, and sharing of best practices
- Mentor for IHS dietetic intern 40-week performance improvement project on HIV and bone health
- Beta tested the HIV Management System with iCare, a case management graphical user interface
 - Clinical expert for HIV guidelines, taxonomy, and standards to be utilized IHS-wide
- Development Team for Pharmacist Managed Cardiovascular Risk Reduction Clinic
- Formulary Committee, Arizona AIDS Drug Assistance Program
- Co-author of Universal HIV Testing Policy for Phoenix Indian Medical Center

Awards for Work Performance in this Billet:

- PHS: OSM (2010), UC (2010, 2011, 2011)

Indian Health Service

Phoenix Service Unit

Jul 2006 – Oct 2009

O-4 Billet, Senior Pharmacist, Phoenix Indian Medical Center

- HIV pharmacist [0.6 FTE changed to 1 FTE in August 2007 due to growing population and collateral duties] serving 115-145 patients providing adherence counseling and medication management
 - Implemented pharmacist managed adherence clinic
 - 60-100 medical clinic visits and 40-60 telephone visits per month
- Provide outpatient pharmacy services for emergency/acute care, primary care and specialty patients in a medical center filling over 350,000 prescriptions per year [0.4 FTE] through August 2007
- Maximize alternate resource utilization for antiretrovirals with cost savings of over \$2 million FY07-09
 - Initiated use of new alternate resource AIDS Drug Assistance Program saving \$250,000
- Pharmacy consultative services in HIV management, post-exposure prophylaxis and drug interactions
- Anticoagulation provider (2004-08), Certified in Immunizations, Latent TB, and HIV Adherence.
- Precept 60 students with 5 accepting PHS positions, 3 JrCOSTEPS, & 5 residents in HIV Management

Collateral Duties while in Position:

- Co-investigator for Minority AIDS Initiative HIV Tele-health & Chronic Care Grant expanding access and improving services throughout Indian Health Services, totaling \$1.5 million over 4 years
 - Project management and implementation of Minority AIDS Initiative Grant for HIV Telemedicine including creating a network of IHS HIV sites, development of curriculum, and implementation of telemedicine services
- Implemented and beta test the HIV Management System personally reviewing & identifying 300 patients for the Phoenix Indian Medical Center HIV registry and excluding 200 patients
- Beta tested the HIV Management System within iCare a case management graphical user interface
 - Served as HIV clinical expert for IHS for HIV taxonomy, guidelines, and standards
- Member of Minority AIDS Initiative Strategic Planning Committee for Indian Health Services
- Awarded American Pharmacist's Association \$2000 grant to expand HIV certification to pharmacists
 - Facilitated recognition of pharmacists as providers by American Academy of HIV Medicine resulting in a pilot certification program in 2008 that became permanent in 2010
- Mentor for two residency projects: Factors associated with MRSA reoccurrence, and HIV & DM
- Guest lecturer in uniform, for 100 physician assistant students at AT Stills (see presentations)
- Formulary Committee, Arizona AIDS Drug Assistance Program
- Phoenix Indian Medical Center World AIDS Day Planning Committee

Awards for Work Performance in this Billet:

- PHS: AHC (2007), UC (2007)

Indian Health Service

Phoenix Service Unit

Jul 2005 – Jul 2006

O-3 Billet, Staff Pharmacist, Phoenix Indian Medical Center

- Provide outpatient pharmacy services for emergency/acute care, primary care and specialty patients in a medical center filling over 300,000 prescriptions per year [0.4 FTE]
- Assure appropriate, safe, and effective drug therapy for hospitalized and ambulatory patients
- HIV pharmacist [0.6 FTE] serving 90 patients providing adherence counseling, drug interaction screening, and medication management with over 300 recommendations accepted and implemented
- Maximize alternate resource utilization for antiretrovirals with cost savings of \$267,000 in FY06
- Pharmacy consultative services in HIV management, post-exposure prophylaxis and drug interactions
- Anticoagulation certified provider in a clinic providing over 1100 visits annually
- Preceptor for 10 students, 1 JrCOSTEPS, and 1 resident in HIV Management

Collateral Duties while in Position:

- Native Peoples of North America HIV/AIDS Conference, May 2006 Anchorage, AK
 - Planning committee and abstract reviewer for conference of over 800 participants
 - Presented poster on impact of an antiretroviral change on immune function (see presentations)

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 Pharmacist, PHS # 69708
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- Guest lecturer in uniform, for 100 physician assistant students at AT Stills (see presentations)
- Formulary Committee, Arizona AIDS Drug Assistance Program
- Revise and implement post-exposure prophylaxis protocol for Phoenix Indian Medical Center
- Completed 40 hour HIV Pharmacotherapy Traineeship at Johns Hopkins University
- Phoenix Indian Medical Center World AIDS Day Planning Committee
- Multiple publications in institution pharmacy newsletter

Awards for Work Performance in this Billet:

- CCTR (2006)

Indian Health Service

Phoenix Service Unit

Jun 2004 – Jul 2005

O-3 Pharmacy Officer TIS – Residency, Phoenix Indian Medical Center

- Provide inpatient and outpatient services for a 127 bed center filling over 300,000 prescriptions per year, assuring appropriate, safe, and effective drug therapy for hospitalized and ambulatory patients
- Clinical rotations: Ambulatory Care, Primary Care and Anticoagulation, Drug Information and Statistical Analysis, Inpatient Medicine, Inpatient Surgery and Oncology, Critical Care, Pharmacy Management, Specialty Services, and Pharmacy and Therapeutics.
- Presented two poster and one oral presentation at state, regional, and national meeting on residency project: "Development and implementation of a standardized subcutaneous insulin protocol for the management of diabetes in an inpatient setting"
- Training received: Basic Hepatitis C Educator, BLS, ACLS, PPTP
- Anticoagulation certified provider in a clinic providing over 1000 visits annually

Collateral Duties while in Position:

- National Planning Committee for Native Peoples of North America HIV/AIDS Conference
 - Planning committee, pharmacist representative for Indian Health Services
 - Abstract reviewer for presentations and posters in HIV clinical management
- Develop and implement HIV pharmacy services at Phoenix Indian Medical Center
 - Established clinical care that led to permanent expansion of pharmacy services to HIV clinic
 - Established permanent 4 week residency rotation in HIV for all following residents
- Recruitment, ASHP Midyear for residency program and IHS
- Guest lecturer, AT Stills Physician Assistant Program (see presentations)
- P&T subcommittee member for NSAID analysis regarding COX-2 inhibitors
- Expert Reviewer for Pharmacist's Letter HIV Continuing Education Course

Awards for Work Performance in this Billet:

- PHS: CIT (2006)
- Runner-up Best Research Poster, AZ Pharmacy Alliance (2005)

Readiness:

Readiness status: Basic

Deployment Roles: Pharmacist

Training: Certified as Pharmacist Immunization Provider

2008

Deployments: Volunteer pharmacist at local shelter in Phoenix for evacuees of hurricane Katrina

2005

Awards and Honors:

- Unit Citation 2011
 - Exceptional performance during the renovation of the PIMC
- Unit Citation 2011
 - Implementation and sustained high quality care in the Pharmacists Managed Cardiovascular Risk Reduction Clinic
- Unit Citation 2010
 - Cumulative Immunization Efforts during the 09-10 H1N1 Pandemic
- Outstanding Service Medal 2010
 - Sustained impact and improved quality of care to the IHS National HIV Program
- Indian Health Services Junior Pharmacist of the Year 2009
- Unit Citation 2007
 - For heroic response to during the August 16th, 2006 internal disaster at PIMC
- Achievement Medal 2007
 - Unique clinical role and sustained performance at the HIV Center of Excellence
- Commissioned Corp Training Ribbon 2006
- PHS Citation 2006
 - Noteworthy dedication, innovation, and leadership during residency
- Runner-up Best Research Poster, AZ Pharmacy Alliance 2005
- Implementation of a standardized inpatient subcutaneous insulin protocol

PHS Support Activities:

- National:
 - Federal Interagency Workgroup for Adverse Drug Events (ADE) 2012-2013
 - Develop National Action Plan for ADE Prevention
 - Opioid Workgroup member
 - USPHS Scientific Training and Symposium, Glendale AZ 2012-2013
 - Poster Abstract Committee Lead
 - President Obama's National HIV/AIDS Strategy 2010
 - Access to care subcommittee
 - National Indian Health Services HIV/HCV/STD Workgroup 2011-present
 - Liaison for University of California San Francisco Warmline Continuing Education Webinars
 - iCare Beta Test Site 2008-present
 - HIV Management System Alpha & Beta Test site 2006-present
 - HIV Clinical Expert and local contact
 - National site for IHS pharmacist training in HIV Management 2009-present
 - Provided onsite training in HIV Pharmacy resulting in three pharmacists trained
 - Expanding HIV pharmacy services in IHS at PIMC, Anchorage, Fort Defiance, and GIMC through onsite training, grants funding, and sharing of best practices
- Local:
 - Residency Preceptor 2005-present
 - Trained 10 residents in HIV Management with four residents currently active in HIV management and two nationally certified by American Academy of HIV Medicine
 - Student Preceptor 2005-present
 - Precept over 100 students in HIV Management with 7 accepting positions in PHS
- Daily uniform wear, with pride and distinction both inside and outside of agency.

Professional Memberships and Activities:

- American Pharmaceutical Association
 - Federal Incentives Grant Recipient 2007
- Commissioned Officers Association
- AZ AIDS Drug Assistance Program
 - Formulary Committee
- American Academy of HIV Management
 - Certified via examination in HIV Pharmacy

Presentations and Publications:

"Pharmacists and iCare: Uses, benefits, and limitations" (oral presentation), *Improving Patient Care for Pharmacists Webseries*, October 2012, Webinar

"Phoenix Indian Medical Center: Serving Native Americans Living with HIV" (oral presentation) *Rainbow Gathering Conference*, October 2012 Phoenix, AZ

Leston J, Geiger R, McCallum R, Huentelman H, et al. "Expanding Roles of Pharmacists in IHS" *The IHS Primary Care Provider*, September 2012 Volume 37 No 9

"Use your pharmacists: lead roles taken by pharmacists in screening & care management" (oral presentation), *IHS STD/HIV Partners Meeting Conference*, May 2012, Scottsdale, AZ

"Pharmacists role in infectious disease screening, treatment and management" (oral presentation), *Southwest Regional Pharmacy CE Seminar, Chief's Meeting (QUAD)*, April 2012, Scottsdale, AZ

"Pharmacists and HIV Management: From Guidelines to Practice" (oral presentation), *Alaska Pharmacists Association Annual Meeting*, Feb 2012, Anchorage, AK

"Pharmacists: a variety of roles in screening and treatment programs" (oral presentation), *IHS HIV Testing Conference*, June 2011, Scottsdale, AZ

"HIV Treatment Updates" (oral presentation), *Southwest Regional Pharmacy CE Seminar (QUAD)*, April 2011, Scottsdale, AZ

"Update on PEP Protocols" (oral presentation), *IHS HIV Testing Conference*, June 2010, Scottsdale, AZ

Wilson C, Huang CC, Shara N, Howard BV, Fleg JL, Henderson JA, Howard WJ, Huentelman H, et al. Cost-Effectiveness of Lower Targets for Blood Pressure and LDL Cholesterol in Diabetes: The Stop Atherosclerosis in Native Diabetics Study (SANDS) *J Clin Lipidol*. 2010 May;4(3):165-172.

"Managed Care and the Pharmacy-Based Clinic" (oral presentation), *Southwest Regional Pharmacy CE Seminar, Chief's Meeting (QUAD)*, April 2010, Scottsdale, AZ

"HIV Treatment Updates" (oral presentation), *Southwest Regional Pharmacy CE Seminar (QUAD)*, April 2010, Scottsdale, AZ

"Recommendations for antiretrovirals in the IHS National Core Formulary", (oral presentation, co-presenter S.Giberson PharmD) *IHS National Pharmacy & Therapeutics Committee*, May 2009, Rockville, Maryland via teleconference

"Expanding Clinical Pharmacy Opportunities" (oral presentation), *Southwest Regional Pharmacy CE Seminar, Chief's Meeting (QUAD)*, April 2009, Scottsdale, AZ, co-presenter Kristy Klinger, PharmD

Huentelman HM, Giberson S, "Pharmacists in the Indian Health Service (IHS) Receive Nationally Recognized HIV-Specialty Certification" (article) *IHS HIV/AIDS Program Website ARV Corner*, May 2009

Huentelman HM "Case Study at a Glance Medication Safety, Phoenix Indian Medical Center, HIV Center of Excellence" (book chapter) *Joint Commission: A Patient Safety Handbook for Ambulatory Care Providers*, 2009 ISBN: 978-1-59940-367-0

Garner R, Huentelman HM. "2-4-6-8 Sliding Scale is not really great" (book chapter) *ASHP's Safety and Quality Pearls 2008*, p51-58

LCDR Heather Huentelman, PharmD
 Pharmacist, PHS # 69708
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"The HIV Center of Excellence: History, Services, and Goals" (oral presentation), *Sacaton IHS Service Unit*, July 2008, Sacaton AZ

"Lessons learned: Use of the chronic care model in an HIV population" (oral presentation co-presenter M.Russell MD) *USPHS Scientific Training and Symposium*, June 2008, Tucson, AZ

"Maintaining HIV/AIDS Currency in IHS" (oral presentation) *Southwest Regional Pharmacy Continuing Education Seminar (QUAD)*, May 2008, Scottsdale, AZ, co-presenter Scott Giberson, PharmD

"The Art of Writing Prescriptions" (6 lectures), *AT Stills University*, Jul 2005-2007, Jan 2006-2008, Mesa, AZ

"HIV Testing" (article), *Native American Health Messenger*, Phoenix Indian Med Center Nov 2007

Huentelman, HM. HIV and Immunization. (article) *IHS HIV/AIDS Program Website ARV Corner*, November 2007

Huentelman, HM. Hot Topics Presented at 4th International AIDS Society Conference on HIV Pathogenesis, Treatment and Prevention (article) *IHS HIV/AIDS Program Website ARV Corner*, July 2007

"Pharmacist's Role in HIV Management: Clinical Cases" (oral presentation) Southwest Regional Pharmacy Continuing Education Seminar (QUAD), April 2007, Scottsdale, AZ

Huentelman, HM. Top 10 HIV/AIDS Stories of 2006. (article) *IHS HIV/AIDS Program Website ARV Corner*, March 2007

"Hematologic impact of Truvada® in a Native American Population" (poster) *Embracing Our Traditions HIV/AIDS Conference*, May 2006, Anchorage, Alaska

"Implementation of a standardized inpatient subcutaneous insulin protocol by an interdisciplinary diabetes management team" (poster) *AZ Pharmacy Alliance*. June 2005. Phoenix, AZ

"Clinical Pearl" (oral presentation) *AZ Pharmacy Alliance*. June 2005. Phoenix, AZ

"Implementation of a standardized inpatient subcutaneous insulin protocol by an interdisciplinary diabetes management team" (poster), *Western States Residency Meeting*. May 2005. Monterey, CA.

"Implementation of a standardized inpatient subcutaneous insulin protocol by an interdisciplinary diabetes management team" (poster) *ASHP Midyear Meeting*. December 2004. Orlando, FL

Formea CM, Huentelman HM, et al. Thiopurine S-methyltransferase genotype predicts azathioprine-induced myelotoxicity in kidney transplant recipients. *Am J Transplant*. 2004 Nov;4(11):1810-7

Licensure:

State of Florida Pharmacy License Number PS 38794
 State of Arizona Pharmacy License Number 14943

Certifications and Special Skills:

- 2012 Basic Life Support (BLS)
- 2012 Medical Case Management
- 2010 IHS Pharmacy Leadership Conference
- 2008 American Pharmacists Association Pharmacy Immunization provider
- 2005 Advanced Cardiovascular Life Support (ACLS)
- 2005 Arizona Dept of Health Basic Hepatitis C Educator
- 2005 Basic Officer Training Course
- 2004 IHS Pharmacy Practice Training Program (PPTP)

Community Service:

- Phoenix AIDS Walk 2010 & 2012
 - Phoenix Indian Medical Center Team Captain
- National Gator Work Day 2008-2012
 - Volunteer: Improve Phoenix Herpetological Society habitat enclosures serving as homes for rescued alligators, snakes, and other reptiles brought to Arizona illegally or found in poor health
- Native American HIV Awareness Day 2006-2009
 - Health Fair Booth
- World AIDS Day 2006-2012
 - Presenter and planning committee
- Memory Walk (Alzheimer's Disease) 2008
 - Participant

**Tilda Ann Smith, BSN, RN
LCDR
PHS # 70331
CV Cover Sheet, December, 2011**

Performance

Accomplishments

- Awarded Citation Award for performance of collateral duty as Employee Health Nurse.
- Received Exceptional Teamwork Award for Nursing, Salt River Health Center (SRHC).
- Citation Award nominee for performance of collateral duty as Safety Officer.
- Member of two teams nominated for Unit Citation Awards.
- Volunteered for and played role of Evaluator in Arizona Statewide Vigilant Guard Exercise.
- Assisted in writing Emergency Operations Plan specific to SRHC.

Leadership Attributes

- Member of PIMC Environment of Care (EOC) committee, Emergency Preparedness Subcommittee, and Salt River Pima-Maricopa Indian Community (SRPMIC) Tribal Emergency Response Commission (TERC) representing Salt River Health Center.
- As Safety Officer, responded to internal disasters; ran fire drills, and prepared staff for JCAHO visit.
- Selected to participate in collaborative, Indian Community and City, tabletop exercise representing SRHC.

Mission Contribution

- Volunteered in Community influenza vaccination clinics and provided medical support in marathons.
- Participated in a variety of emergency preparedness/disaster response trainings and drills.

Education, Training & Professional Development

- MBA/MSN HCM (partial 12 of 65 credits), University of Phoenix, Phoenix, AZ 2009 in progress
- BSN with Minor in Business, Arizona State University, Tempe, AZ MAY 1997
- Registered Nurse, State of Arizona APR 14 expiration
- AHA Advanced Cardiovascular Life Support (ACLS) APR 13 expiration
- AHA Pediatric Advanced Life Support (PALS) JAN 12 expiration
- AHA Basic Life Support (BLS) for Healthcare Providers DEC 12 expiration
- AMA Basic Disaster Life Support (BDLS) DEC 13 expiration
- Total CE Hours: 47.50 CONTACT HOURS
10.00 CREDIT HOURS
- Arizona Statewide Vigilant Guard Exercise NOV 11
- Coyote Crisis Collaborative Tabletop, SRPMIC and City of Scottsdale, AZ SEP 11
- Navajo Nation PHS Officers Leadership & Deployment Readiness Training APR 11
- CERT (Community Emergency Response Team) training, Moapa, NV JAN 11

Career Progression & Potential

- Clinical Nurse Specialist (O-4), IHS, Phoenix Indian Medical Center DEC 11-Present
- Senior Staff Nurse (O-4), IHS, Salt River Health Center, Scottsdale, AZ JUL 07-DEC 11
- Collateral Duties: Employee Health Nurse, Safety Officer, Emergency Preparedness/ Bioterrorism Coordinator at Salt River Health Center JUL 07-Present
- Senior Staff Nurse (O-3), Outpatient, IHS, Phoenix, AZ (O-4 Billet) NOV 05-JUN 07
- Clinical Nurse, Outpatient, IHS, Phoenix, AZ GS-09/10 APR 02-NOV 05
- Precertification Nurse, PBO, IHS, Phoenix, AZ GS-10 SEP 99-APR 02
- Nurse, Surgery Unit, IHS, Phoenix, AZ GS-07/09 AUG 97-SEP 99

Characteristics of Career Officer and Service to the Corps

- USPHS/COA volunteer, Medical/Nurse support for two annual community marathons
- Volunteer, SRPMIC annual influenza vaccination campaign
- Represented Salt River Health Center in Emergency Preparedness/Disaster response activities to increase visibility and contributions of USPHS officers and possible mentoring/recruitment of potential officers.

Readiness

- Meet OFRD Basic Readiness Level, fully deployable as Nurse Officer
- Maintain current certifications in BLS, ACLS, PALS and BDLS.
- Volunteered for deployments to Haiti Earthquake and Hurricane Ike
- Received training in disaster response, CERT, DECON, START, BDLS, and Deployment Readiness.

LCDR Tilda A. Smith
Nurse Category
PHS #70331

Tilda Ann Smith, BSN, RN
LCDR, USPHS
PHS # 70331
Curriculum Vitae, DEC 2011

Cover Page

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- Total CE Hours: CONTACT HOURS
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- Navajo Nation PHS Officers Leadership & Deployment Readiness Training APR 11
- CERT (Community Emergency Response Team) training, Moapa, NV JAN 11

Career Progression and Potential

Title	Agency/Location	Pay Grade	Billet Level	Dates
Nurse Specialist, Outpatient	IHS, Phoenix, AZ	O-4	O-4	DEC 11-present
Senior Staff Nurse, Outpatient	IHS, Phoenix, AZ	O-4	O-4	JUL 07-DEC 11
Senior Staff Nurse, Outpatient	IHS, Phoenix, AZ	O-3	O-4	NOV 05-JUN 07
Clinical Nurse, Outpatient	IHS, Phoenix, AZ	GS-09/10	N/A	APR 02-NOV 05
Precertification, Nurse, PBO	IHS, Phoenix, AZ	GS-10	N/A	SEP 99-APR 02
Nurse, Surgery Unit	IHS, Phoenix, AZ	GS-07/09	N/A	AUG 97-SEP 99

Collateral Duties: Safety Officer, Employee Health Nurse, and EP Coordinator at Salt River Health Center.

LCDR Tilda A. Smith
 Nurse Category
 PHS #70331

Characteristics of Career Officer and Service to the Corps

- USPHS/COA volunteer, Medical/Nurse support for two annual community marathons
- Volunteer, SRPMIC annual influenza vaccination campaign
- Represented Salt River Health Center in Emergency Preparedness/Disaster response activities to increase visibility and contributions of USPHS officers and possible mentoring/recruitment of potential officers.

Readiness

- Meet OFRD Basic Readiness Level, fully deployable as Nurse Officer
- Maintain current certifications in BLS, ACLS, PALS and BDLS.
- Volunteered for deployments to Haiti Earthquake and Hurricane Ike
- Received training in disaster response, CERT, DECON, START, BDLS, and Deployment Readiness.

Education

- MBA/MSN Health Care Management program in progress, SEP 2010
 University of Phoenix, Phoenix, AZ
 Completed 12 of 65 credits required for program GPA 3.25
- Bachelor of Science, Nursing, Arizona State University, Tempe, AZ MAY 97
- Minor in Business, Arizona State University, Tempe, AZ MAY 97
- Diploma, Valedictorian, Whitehorse High School, MAY 84
 Montezuma Creek, UT

Licensure

Registered Nurse, State of Arizona APR 14 expires

Certification

AHA Advanced Cardiovascular Life Support (ACLS) 2011-2013
 AHA HCP Basic Life Support (BLS) 2010-2012
 AHA Pediatric Advanced Life Support (PALS) 2010-2012
 LTU Healthcare Case Management Certificate FEB 04
 HIV Counseling Certification OCT 02
 CPUR, Certified Professional in Utilization Review 1999-2001

Training

START (Simple Triage and Rapid Treatment) training, PIMC SEP 10
 Basic Disaster Life Support, Phoenix Fire Training Academy 2010-2013
 CMSA (Case Management Society of America) Arizona, CMAG-COPD OCT 11
 Coyote Crisis Collaborative Tabletop, SRPMIC and City of Scottsdale, Arizona, SEP 11
 Active Shooter at large public event,
 CERT (Community Emergency Response Team) training, Moapa, NV JAN 11
 Hazardous Awareness Training, PIMC FEB 09
 NFPA/JCAHO Standards for Healthcare Course FEB 08
 Phoenix Area 2007 Mass Vaccination Drill DEC 07
 Pinal County Pandemic Influenza Regional Tabletop Exercise MAR 07
 AZ Dept of Health Services Bureau of Preparedness and Response:
 Pandemic Influenza Seminar and Tabletop Exercise JUL 06
 AZ Dept. of Health Services 12th Annual Immunization Conference NOV 05

Uniformed Service Education/Training

Navajo Nation PHS Officers Deployment Readiness Training Program, Part II APR 11
 Navajo Nation PHS Officers Leadership Speaker Series Program APR 11
 OFRD Readiness and Deployment Field Training Fort A.P. Hill SEP 09
 BOTC DEC 05
 IHS, White River, AZ
 IOTC On-line Training
 FEMA Emergency Management Institute modules Jun 06

LCDR Tilda A. Smith
 Nurse Category
 PHS #70331

Special Skills

- Proficiency in utilization of Electronic Health Records (EHR)
- Minor Degree in Business
- Fluent in Navajo language
- Extensive knowledge of Precertification/Utilization Review processes
- Experienced working with AHCCCS and Contract Health Services
- Experienced with Discharge Planning of patients
- Experienced in Cultural Diversity programming, Arizona State University (ASU)
- Experienced in managing finances of ASU student organizations
- Banking experience, First Interstate/Wells Fargo Bank
- Office experience, Administrative Assistant to ASU Dean of Student Life
- Worked with Tribal leaders under Tribal Leadership for the 21st Century Project, ASU College of Education

Professional Experience

HIV Case Manager (LCDR, O-4 Billet)

Center of Excellence

Phoenix Indian Medical Center, Phoenix, AZ

Dec 11-present

- Screen patients identified through the discharge planning or other processes that require HIV case management.
- Review charts and treatment plans and contact patient and service providers as necessary.
- Complete intake assessment or coordinate patient assessment with the interdisciplinary team of the patient's condition and situation, including information on demographics, medical/physical status, functional status, mental/emotional/behavioral status, environment, finances and support system.
- Develops with the patient/family and interdisciplinary team members for a care and service delivery plan based on needs identified and available provider and financial resources.
- Reassess the patient at appropriate intervals to determine if the effectiveness of the treatment plan meets goals established and revise goals and plan of service if needed.
- Promote coordination, collaboration, and continuity of care from pre-admission to post-discharge.
- Arrange for any ongoing support/direct care services that the patient will need post-discharge in coordination with service unit HIV case managers and discharge planners.

Senior Staff Nurse (LCDR, O-4 Billet)

Staff Nurse (LT, O-3 Billet)

Clinical Nurse GS-9/10

Salt River Health Center

Phoenix Indian Medical Center, Phoenix, AZ

Jul 07-DEC 11

Nov 05-Jun 07

Apr 02-Nov 05

- Provide comprehensive nursing care to patients of all ages in an ambulatory setting
- Screen patients by obtaining vital signs, chief complaint, and vital data for providers
- Review and update the immunizations status of all patients
- Utilize electronic health record (EHR) for all visits
- Triage telephone calls for assigned providers
- Perform diabetes related teaching to a largely diabetic population
- Perform wound care and intravenous fluid therapy as needed
- Triage and monitor urgent/emergent patients
- Initiate emergency measures to prepare patients for transport in emergency situations
- Perform phlebotomy and ancillary testing services
- Perform Charge Nurse duties on rotational basis
- Organize and maintain current patient education literature for distribution
- Organize and maintain daily, monthly, and yearly clinic visit data
- Update and maintain current immunizations status of staff members
- Safety Officer duties include JCAHO preparations and filing/following up incident reports with PIMC

LCDR Tilda A. Smith
 Nurse Category
 PHS #70331
 SEP 99-APR 02

Precertification Nurse GS-10

Admissions Department, Patient Business Organization
 Phoenix Indian Medical Center, Phoenix, AZ

- Reviewed inpatient admissions reports for alternate financial resources for third-party billing on a daily basis
- Followed up admissions pre-certifications in which authorizations were not obtained
- Obtained authorizations by providing clinical information to third-party payers utilizing InterQual's Acute Care Criteria
- Performed clinical reviews on a case-by-case basis
- CPUR (Certified Professional Utilization Review) certified December 1999
- Attended Contract Health meetings to gain an understanding of its policies and services
- Participated in Case Management Discharge Planning meetings and followed patients' clinical progress throughout their hospitalization
- Submitted monthly utilization review reports to department supervisor and to the Performance Improvement Committee
- Acted as Admitting Department supervisor and supervised five Contact Representatives including the Lead Contact Representative
- Acting Chief, Patient Business, as needed
- Maintained clinical skills by working weekends on Surgery Unit

Clinical Nurse, GS-09

SEP 98-SEP 99
 AUG 97-SEP 98

Nurse, GS-07

Surgery Unit
 Phoenix Indian Medical Center, Phoenix, AZ

- Provided nursing care to pre- and post-operative surgery patients
- Performed post-op wound care
- Performed wound care on diabetic ulcers
- Administered medications including nutritional/fluid therapy
- Administered age-specific therapeutic measures
- Performed Charge Nurse duties on rotational basis
- Coordinated nursing services as appropriate to staffing levels

Uniformed Services Awards

PHS Citation Award	PHS	OCT 2011
PHS Commissioned Corps Training Ribbon	PHS	MAR 2006

Other Awards/Commendations/Letters of Appreciation

Letter of Appreciation, Salt River Pima-Maricopa Indian Community	DEC 11
Letter of Appreciation, Environmental Health & Safety	SEP 11
Exceptional Teamwork Award, Nursing, Phoenix Indian Medical Center	MAY 11
Medical Award Certificate, PF Change's Rock 'n' Arizona Marathon and ½ Marathon	JAN 11
Thank You Letter, Competitor Group, Inc.	JAN 11
Medical Award Certificate, PF Chang's Rock 'n' Roll Arizona	JAN 09
President's Challenge Active Lifestyle Award	SEP 06-present
Extra Mile Award, Salt River Health Center	APR 07
Positive Action Award, Achieving Operational Excellence, SRHC	APR 07
Work Environment Safety Award, Salt River Health Center	APR 07
IHS Sustained Superior Performance Award	2002
PAIHS Director's Award of Excellence, Group, Salt River Clinic	2002
IHS Performance Based Award	2001
IHS Excellent Performance Award	2000
IHS Patient Business Employee of the Month	2000

LCDR Tilda A. Smith
Nurse Category
PHS #70331

Other Awards/Commendations/Letters of Appreciation continued

IHS Outstanding Performance Award 1999
ASU College of Nursing Dean's List of Outstanding Scholars MAY 97

Professional memberships

COA, Commissioned Officers Association, National and Local Branches 2006-present
NANA, Native American Nurses Association DEC 06-present
NAU, National Association for Uniformed Services JUL 08-present
AMSUS, Association of Military Surgeons of the United States 07-08
ROA, Reserve Officers Association 07-08

PHS Support Activities

Arizona Statewide Vigilant Guard Exercise, Phoenix, AZ NOV 11
Coyote Crisis Collaborative Tabletop, SRPMIC and City of Scottsdale, AZ SEP 11
Navajo Nation PHS Officers Deployment Readiness Training Program, Part II APR 11
Navajo Nation PHS Officers Leadership Speaker Series Program APR 11
CERT (Community Emergency Response Team) training, Moapa, NV JAN 11
Basic Disaster Life Support, Phoenix Fire Training Academy 2010-2013
START (Simple Triage and Rapid Treatment) training, PIMC SEP 10
OFRD Readiness and Deployment Field Training Fort A.P. Hill SEP 09
Attended 2008 USPHS Training and Symposium, Tucson, AZ JUN 08
Safety Officer at Salt River Health Center (SRHC) 07-present
Emergency Preparedness/Bioterrorism Coordinator at SRHC 07-present
Employee Health Nurse at SRHC 07-present
Member of Environment of Care Committee, Phoenix Indian Medical Center 07-present
Member of Emergency Preparedness Sub-Committee, PIMC 07-present
Member of Phoenix Area Exercise Design Team 07-present
Attended 2007 USPHS Training and Symposium, Cincinnati, OH JUN 07
Wear uniform daily to work and to professional meetings and conferences.

Civic and Community Activities

Medical Volunteer, PF Chang's Rock 'n' Roll Arizona JAN 09-11
Member of LDS Church Home Activities Enrichment Committee 2008-2011
Visiting Teacher, LDS Church, monthly visits to assigned members 2008-present
Prepared Weekly Church Program utilizing computer skills 2007-2008
Prepared monthly schedules to provide meals for Church missionaries 2006-2007
Religion Instructor, Primary Classes, LDS Church, Pueblo Stake, Mesa, AZ 2002-2006

Continuing Education-2011

Date	Conference or CE	Location	CE Hours
10/06/11	CMAG-COPD, CMSA AZ (1 contact hours)	Tempe, AZ	1
4/20/11	Deployment Readiness Training (10 credit hours)	Tuba City, AZ	10 credit hrs
1/24/11	CERT - President's Citizen Corps (16 contact hours)	Moapa, NV	16
4/4/11	ACLS (12 contact hours)	Phoenix, AZ	12
1/11	PALS (12 contact hours)	Phoenix, AZ	12
12/14/10	BLS (3 contact hours)	Scottsdale, AZ	3
	Total Credits: 44.00+3.50(from last page) Contact Hours/CE Hours	TOTAL CREDITS (including last page):	
	10.00 Credit Hours	47.50 Contact/CE Hours	
		10.00 Credit Hours	

LCDR Tilda A. Smith
 Nurse Category
 PHS #70331

Continuing Education-2011 Continued

Course Title	Completed	Credits	Grade
BASIC OB CARE – C	7/6/2011		100
ADVANCE DIRECTIVES – C	7/5/2011		100
AGE SPECIFIC CARE ADULTS - C	7/20/2011		80
AGE SPECIFIC CARE ELDER ADULTS - C	7/20/2011		100
AGE SPECIFIC CARE INFANTS, TODDLERS & PRESCHOOLERS - C	7/21/2011		100
AGE SPECIFIC CARE SCHOOL AGE AND ADOLESCENTS - C	7/20/2011		90
Annual Update - Preventing TB	2/28/2011	1.00 CONTACT HOURS	100
Annual Updates - Inf Prev/BloodB	3/1/2011		90
Annual Updates – Safety	4/22/2011		100
BABY FRIENDLY HOSPITAL INITIATIVE	8/1/2011		P
CHILD ABUSE & NEGLECT – C	7/7/2011		90
CODE BLUE – C	7/6/2011		100
Complaint Management Trends	3/31/2011		P
Customer Service – Nursing	7/6/2011		100
DIABETES – C	6/15/2011		90
DISABILITY REASONABLE ACCOMMODATION	7/6/2011	0.50 CONTACT HOURS	
DISABILITY REASONABLE ACCOMMODATION	7/21/2011	0.50 CONTACT HOURS	
DRESS & CELL POLICY UPDATES	1/20/2011		100
END OF LIFE	7/20/2011		94
FALL RISK PREVENTION	7/6/2011		94
Grievance/Complaint Process	7/21/2011		86
HIPAA Privacy Rule	12/13/2011	1.00 CONTACT HOURS	100
IHS Ethics Training	7/20/2011		P
Impaired Provider	7/6/2011		80
Informal Counseling Procedures - HR	4/22/2011		100
MEDICATION RECONCILIATION	11/3/2011		80
NEUROLOGICAL ASSESSMENT	7/20/2011		89
NoFear Act Training	7/6/2011		
NoFear Act Training	7/19/2011		
NPSG – C	7/19/2011		90
NURSING EDUCATION DAY, Nursing Education Day, 9/21/11	9/21/2011		
Ordering Blood Products	7/19/2011	0.50 CONTACT HOURS	100
PAIN MANAGEMENT – C	7/19/2011		100
Patient Suicide Risk	7/19/2011		83
PI – PDSA	7/19/2011		90
PIMC CUSTOMER SERVICE	9/23/2011		100
PREVENTION OF SEXUAL HARASSMENT	1/10/2011		90
Property Training	4/22/2011		P
PT. SAFETY: Color-coded Clips	2/23/2011		100
Range Medication	7/19/2011		100
Respiratory Protection Program	7/19/2011		P
RESTRAINTS – C	6/15/2011		100
Supply Training	4/22/2011		P
Universal Protocol	6/15/2011		100
WOMEN'S HISTORY	3/8/2011		
Total Credits			
3.50 CONTACT HOURS			

Nurse Specialist

Aaron L Peters
 15218 West Voltaire St
 Surprise, Arizona 85379
 907-830-2131 cell
 Email: aaron.peters@ihs.gov

OBJECTIVE

Seeking a position as a HIV Case Manager in the Phoenix Indian Medical Center (PIMC) where my expertise and experience will be used for the benefit of the patients and growth of the organization.

EDUCATION

B.S.	Nursing	University of Alaska Anchorage	August 15, 2008
B.S.	Psychology	University of Alaska Anchorage	Present

CARRER PROFILE

- Basic Life Support/Cardio Pulmonary Resuscitation certified
- One semester away from completing B.S. in Psychology
- Maintain excellent relationship with patients, family, staff, and administration
- Proven record of dependability and responsibility
- During critical incidents, I am able to remain calm and professional
- Ability to handle complex nursing situations and deal effectively with difficult patients
- Years of experience of working with Native Americans, Tribes, and nonprofit organizations
- Planning and prioritization of both long range and day to day patient care responsibilities
- Respectful and possess special sensitivity to meeting diverse needs in varied situations

WORK EXPERIENCE

<u>Registered Nurse</u>	Phoenix Indian Medical Center	40 hrs/week	1/2009 – Present
	Supervisor: Donna Werk	Phone # 602-263-1538	

- Proficient with charge nurse responsibilities
- Implemented patient care for up to 6 patients
- Scheduled patient admission and discharges
- Focused client teaching regarding health risk factors, smoking cessation, stress management, physical activity, and disease management
- Assess patient status and notify physicians of clinical changes
- Interact with departments regarding patient care
- Responsible for updating chart information and maintained confidential files
- Evaluate staffing requirements including floor assignments
- Performed clinical tasks according to hospital policies
- Voted by coworkers to be 3 East's representative on PIMC's Council of Nursing

Nurse Specialist

- Hand selected by infection control to observe, record, and report on hand hygiene for 3 east

Mentor/Tutor

University of Alaska Anchorage, Native Student Services 5/2007 – 1/2009

- Assisted Alaska Native Students through academic tutoring, advising, and support
- Assisted in helping make the transition for rural Alaska Native students to urban University
- Organized/supported social functions, academic tutoring, and maintained mentor/tutor schedules
- Interact with different departments regarding student success

Office Specialist

Alaska Native Stroke Registry 9/2006 – 3/2007

- Assisted in daily office logistics at the Alaska Native Medical Center
- Assisted in entering stroke patients' raw data in to usable information as a foundation for future research
- Scheduled meetings with professional advisors who work within the scope of project
- Help set up travel, logistics, and assisted patients when needed

Intern

Alaska Native Science Commission 1/2003 – 9/2006

- Conducted research analysis
- Compiled data and assisted in publishing Alaska regional reports
- Developed newsletter with an international distribution
- Attended and assisted in organizing Alaska regional/international meetings
- Provided administrative support and helped Native communities understand how environmental/global change affects their livelihood

Police Officer

United States Air Force 1/1998 – 3/2000

- Controlled entry in a critically certified position to top secret priority resources in an armed position
- One of two airmen who was hand selected out of fifty airmen for a critically certified controlled position
- Supervised and trained airmen and higher ranking sergeants on critically controlled entry positions.
- Completed reports

Nurse Specialist

PERSONAL

- Proficient in Word, Publisher, Access Internet, Outlook, and PowerPoint
- Excellent Written and Verbal Communications
- Excellent Time Management Skills

Kathleen Evans

15621 W. Hilton Ave., Goodyear, AZ 85338
 HOME: 623 925-5733
 CELL: 602 317-1790

Work experience	<p><u>Oct 2003 – current</u> <u>Phoenix Indian Medical Center</u> <u>Phoenix, Az</u></p> <p>Marie Russell, M.D. Phoenix Indian Medical Center, 4212 N. 16th St., Phoenix, Az 85016 Phone: 602 263-1200</p> <p>Oncology Program Specialist</p> <ul style="list-style-type: none"> ▪ Coordination and evaluation of the Oncology program and principle investigators of Arizona Cancer Center (AZCC) by assessing program issues through analysis and programmatic reporting. ▪ Operate all aspects of the day-to-day processes and coordination of the oncology grant initiative (monitoring grant & research protocol development, reporting and assist in evaluating, writing and presenting). ▪ Promote communication and partnership on behalf of the Phoenix Indian Medical Center (PIMC)/AZCC NCI Special Population Network collaborators including Phoenix Areas Indian Health Service, Tribal Health Leaders, the Inter Tribal Council of Az and the urban Indian Health programs. ▪ Coordinate cancer registry activities with NM Tumor Registry, Az Cancer Registry and local treating cancer facilities to maintain a complete and accurate data. ▪ Maintain an internal hospital cancer registry to improve patient care and follow-up. ▪ Certified in human subject protection, University of Arizona. ▪ Monitor and work closely with IHS Institutional Review Board. ▪ Facilitate and organize PIMC Tumor Board conferences. ▪ Completed training in Access 2000 <p>Accomplishment:</p> <ul style="list-style-type: none"> ❖ Outstanding Performance Award ❖ Wrote and funded Lance Armstrong Foundation grant ❖ Developed Access DB project ❖ Acquired 1st cancer Phase III clinical trial to PIMC ❖ Certified in Human Subject Protection ❖ Completed Master of Social Work Degree
	<p><u>Jun 2001 – Mar 2003</u> <u>Phoenix Indian Medical Center</u><u>Phoenix, Az</u></p> <p>Charlton Wilson, M.D. Phoenix Indian Medical Center, 4212 N. 16th St., Phoenix, Az 85016 Phone: 602 263-1200</p> <p>HIV/AIDS Surveillance (Consultant)</p> <ul style="list-style-type: none"> ▪ Coordinated, conducted and evaluated HIV/AIDS surveillance activities in all Native American communities statewide. ▪ Managed data collection and verified with the Arizona Department of Health Services Office of HIV/AIDS Surveillance. ▪ Assisted Phoenix Area IHS and Navajo Area IHS in compiling data and completing reporting

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	<p>requirements.</p> <ul style="list-style-type: none"> ▪ Trained individuals at all Arizona IHS sites regarding reporting requirements and use of forms. ▪ Conducted interviews for CDC HIV/AIDS studies. ▪ Developed liaison activities to improve surveillance and communication between the state registry and the communities. <p>Accomplishment:</p> <ul style="list-style-type: none"> ❖ Updated state HIV reporting data by individual chart review in all Indian Health and 638 facilities <p>Sept. 1999 – Jun 2001 Phoenix Indian Medical Center Phoenix, Az</p> <p>Charlton Wilson, M.D. Phoenix Indian Medical Center, 4212 N. 16th St., Phoenix, Az 85016 Phone: 602 263-1200</p> <p>HIV/AIDS Program Specialist</p> <ul style="list-style-type: none"> ▪ Provided case management/navigation activities for PIMC patients and families affected by HIV/AIDS in a culturally appropriate environment. ▪ Coordinated services with patient utilizing the full array of community resources by implementing advocacy and education about HIV/AIDS prevention, treatment and services. ▪ Conducted intake, assessment and treatment planning. ▪ Coordinated and assisted in the collection and analysis of data relative to patient care and treatment of Native American HIV/AIDS population <p>Accomplishment:</p> <ul style="list-style-type: none"> ❖ Awarded Ryan White HIV/AIDS Fund <p>Aug 2000 – Jun 2001 Internship St. Joseph Neurological Rehab Outpatient Phoenix, Az 280hrs per semester, Non paid</p> <p>Case Manager</p> <ul style="list-style-type: none"> ▪ Assess patients for level of care and type of rehab needed ▪ Reviewed health plan ▪ Assisted in conducting a support group ▪ Developed treatment plans ▪ Coordinated with rehab physicians <p>Mar 1997 – Oct 1999 Navajo Regional Behavioral Health Authority Chinle, Az</p>
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Kathleen Evans

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 HOME: 623 925-5733
 CELL: 602 317-1790

	<p>Marion Short Department of Behavioral Health, Navajo Nation Window Rock, Az Phone: 928 871-6000</p> <p>Case Manager</p> <ul style="list-style-type: none"> ▪ Assess patients for level of care and type of psychiatric needed ▪ Reviewed health plan ▪ Worked closely with behavioral health contactors ▪ Developed treatment plans ▪ Utilization review and payment authorized ▪ Coordinated with psychiatric care team ▪ Brought Chinle case load to zero balance and increased case load ▪ Brought cases to Az State Hospital
<p>Education</p>	<p><u>1981 Provo High School Provo, UT 84602</u> High School Diploma</p> <p><u>1999 Arizona State University Tempe, AZ 85287-0312</u> Bachelor of Social Work</p> <p><u>2006 Arizona State University Tempe, AZ 85287-0312</u> Master of Social Work</p>
<p>Language</p>	<p>Fluent in Navajo language and culture.</p>

LICENSES

IHS Phoenix
Indian Medical Center
Phoenix, AZ

has been Accredited by



The Joint Commission

Which has surveyed this organization and found it to meet the requirements for the

Hospital Accreditation Program

August 13, 2011

Accreditation is customarily valid for up to 36 months.

Handwritten signature of Isabel V. Hoverman in black ink.

Isabel V. Hoverman, MD, MACP
Chair, Board of Commissioners

Organization ID #: 9493
Print, Reprint Date: 10/25/11

Handwritten signature of Mark R. Chasen in black ink.

Mark R. Chasen, MD, FAOP, MPP, MPH
President

The Joint Commission is an independent, not-for-profit, national body that oversees the safety and quality of health care and other services provided in accredited organizations. Information about accredited organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding accreditation and the accreditation performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.

This reproduction of the original accreditation certificate has been issued for use in regulatory/payer agency verification of accreditation by The Joint Commission. Please consult Quality Check on The Joint Commission's website to confirm the organization's current accreditation status and for a listing of the organization's locations of care.

AC# 711695

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
10/01/2013	PS 38794	201457



The PHARMACIST
 named below has met all requirements of
 the laws and rules of the state of Florida.
 Expiration Date: **SEPTEMBER 30, 2015**
HEATHER A MYERS HUENTELMAN
 8012 S 32ND WAY
 PHOENIX, AZ 85042

Rick Scott
 Rick Scott
 GOVERNOR

John H. Armstrong
 John H. Armstrong, MD, FACS
 STATE SURGEON GENERAL

DISPLAY IF REQUIRED BY LAW

480 946 9415

SALT RIVER CLINIC

04:03:16 p.m. 04-07-2010

2 / 2

KEEP THE BOARD INFORMED

www.azbn.gov

IMPORTANT INFORMATION

Practicing nursing without a current license is unlawful. To avoid late fees or other penalties renew online prior to the renewal date printed on the face of your license.

ADDRESS CHANGE: Go to www.azbn.gov/myservices, click on login/renewal form for user ID and pin number, continue as directed.

NAME CHANGE: You must provide the Board with a copy of the documentation evidencing your name has changed (i.e. marriage license, divorce decree, driver's license, social security) if you are requesting a new license reflecting the name change, you are required to send current license along with the documents showing your name has changed. To find the current fee, go to web page, resources, and then agency fee structure.

LOST/STOLEN LICENSE: Notify this office within 5 working days, (602) 771-7800.

MULTI STATE LICENSURE: To determine which states are compact states, contact www.ncsbn.org.

Phone: (602) 771-7800 Fax: (602) 771-7809
E-mail: azbnr@azbn.gov Website: www.azbn.gov

(CUT HERE)

ARIZONA STATE BOARD OF NURSING
4747 N. Seventh Street, Suite 200
Phoenix, AZ 85014-3655
(602) 771-7800



RN RENEWAL License issued to

HATATHLE, TILDA ANN
1100 N. SETON AVENUE
GILBERT AZ 85234

Signature: _____

RENEWAL DATE	LICENSE NO.
04/01/2014	RN000099090

(CUT HERE)

USPHS # 70331
LOR Tilda A. Hatathle

APR 08 2010

State of Alaska > Commerce > Professional Licensing > PL Search

Professional License Details

Name: AARON LEE PETERS

DBA:

License Number: 29451

License Type: IS A LICENSED REGISTERED NURSE

Status: LICENSE

Address: 15218 WEST VOLTAIRE STREET SURPRISE AZ 85379

Expiration Date: 11/30/2014

Current Issue Date: 11/29/2012

First Issue Date: 12/24/2008

Additional Info:

Contact Phone: (907) 465-2550 Email: Professional.Licensing

State of Arizona
Board of Behavioral Health Examiners

Be It Known That

Kathleen Evans

Having exhibited to the Board of Behavioral Health Examiners satisfactory evidence of having met requirements to practice as prescribed by law, is hereby licensed as a

Licensed Master Social Worker

The Arizona Board of Behavioral Health Examiners hereby grants this

License Number LMSW-13788

Under its seal and signatures,

Kirk Barden PhD
Board Chair

Issue Date: January 1, 2013
Expiration Date: December 31, 2014

PHOENIX INDIAN MEDICAL CENTER, 4212 NORTH 16TH STREET, PHOENIX, AZ 85016

PRICING SHEET: 94848

Terms:	NET 30
Vendor Number:	W000007538 X
Telephone Number:	602-263-1200
Fax Number:	602-263-1618
Contact Person:	Adrian Bizardi
E-mail Address:	Stephanie.markman@ihs.gov
Certificates of Insurance	Required
Contract Period:	To cover the period ending February 28, 2019.