

SERIAL 13059 RFP RYAN WHITE PART A PROGRAM - CONSULTING SERVICES
Contract - TriYoung Inc

DATE OF LAST REVISION: June 23, 2016

CONTRACT END DATE: November 30, 2019

AMENDMENT #1 (DTD 06/03/14) PLEASE SEE THE ADDITION OF SECTIONS 4.26 – 4.36

CONTRACT PERIOD THROUGH NOVEMBER 30, ~~2016~~ 2019

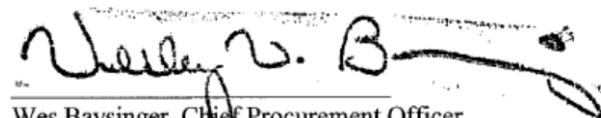
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **RYAN WHITE PART A PROGRAM - CONSULTING 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 **November 14, 2013**.

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


Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

AS/jl
Attach

Copy to: Office of Procurement Services
Rose Conner, Employee Benefits and Health (Ryan White)
Alaina Rinne, Employee Benefits and Health (Ryan White)

(Please remove Serial 08005-RFP from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 13059 -RFP

This Contract is entered into this 14th day of November, 2013 by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and TriYoung Inc. , an Arizona corporation (“Contractor”) for the purchase of consulting services for the Phoenix Eligible Metropolitan Area Ryan White Part A Program.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 14th day of November, 2013 and ending the 30th day of November, ~~2016~~ **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 three (3) 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 “A”.
- 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.
 - 2.3.1.1 The invoice shall include the requirements as outlined in the Ryan White Part A’s current Vendors policies and procedures manual that includes compliance with federal and Ryan White programmatic requirements.
 - 2.3.1.2 Upon notification of a project the Contractor shall prepare and submit to the County a project proposal outlining the project, prepare a statement of the work to be performed, including a time table for each activity to be completed and the cost estimated to complete the work in accordance with the fees established on the Price Sheet/Fee Schedule.
 - 2.3.1.3 The Contractor agrees that all expenditures shall be in accordance with the project approved budget. Any Contractor expenditure deemed unallowable by the Administrative Agent is subject to non-payment or the Contractor submitting a full reimbursement to the County.

- 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.

2.4 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of \$AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.5 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 DUTIES:

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

4.0 TERMS and CONDITIONS:

4.1 PRICE ADJUSTMENTS:

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

4.2 INDEMNIFICATION:

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

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

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

4.3 INSURANCE REQUIREMENTS:

4.3.1 The Contractor shall have in effect at all times during the term of this Contract insurance which is adequate to protect Maricopa County, its officers and employees, participants and equipment funded under the Contract against such losses as are set forth below. The Contractor shall provide County with current documentation of insurance coverage by furnishing a Certificate of Insurance or a certified copy of the insurance policy naming Maricopa County as an additional insured.

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 \$1,000,000.00 per accident, \$1,000,000.00 per disease and \$1,000,000.00 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 \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, \$2,000,000.00 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; \$1,000,000.00 per occurrence or claim and \$2,000,000.00 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:

TriYoung Inc.
ATTN: Ms. Julie Young
20100 N. 51st Ave, Ste F-640
Glendale, AZ 85308

4.5 TERMINATION:

4.5.1 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.

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

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

4.6 **UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

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

4.7 **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.~~

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

4.7.1 **Deliver the supplies or to perform the services within the time specified in this contract or any extension;**

4.7.2 **Make progress, so as to endanger performance of this contract; or**

4.7.3 **Perform any of the other provisions of this contract.**

4.7.4 **The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.**

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.

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

4.12 RELATIONSHIPS:

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

4.13 USE OF SUBCONTRACTORS:

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

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

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

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

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

4.12.2.2.2 The Contractor shall not enter into a subcontract for any of the work contemplated under this Agreement except in writing and with prior written approval of the County. Such approval shall include the

review and acceptance by the County of the proposed sub-contractual arrangement between the Contractor and the subcontractor.

4.14 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.

4.15.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

4.16 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.

4.17 AUDIT DISALLOWANCES:

4.17.1 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.

4.17.2 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.

4.17.3 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.

4.18 SEVERABILITY:

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

4.19 RIGHTS IN DATA:

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

4.20 INTEGRATION:

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

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

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

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

4.22 CONTRACTOR LICENSE REQUIREMENT:

4.22.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws,

ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

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

4.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

- 4.22.1.2 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;

- 4.22.1.3 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

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

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

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

4.24 INFLUENCE

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

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

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

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

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

4.25 GOVERNING LAW:

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

4.26 ORDER OF PRECEDENCE:

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

4.26 REQUIREMENTS CONTRACT:

4.26.1 **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.**

4.26.2 **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.**

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

4.27 AVAILABILITY OF FUNDS:

4.27.1 **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.**

4.27.2 **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.**

4.28 RESTRICTIONS ON USE OF FUNDS:

4.28.1 **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:**

- 4.28.1.1 Under any State compensation program, under any insurance policy, or under any Federal, State, or county health benefits program; or
- 4.28.1.2 By an entity that provides health services on a prepaid basis.
- 4.28.2 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.
- 4.28.3 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.
- 4.28.4 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.
- 4.28.5 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.
- 4.28.6 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:
 - 4.28.6.1 Usual and recognized overhead, including established indirect rates for agencies;
 - 4.28.6.2 Management and oversight of specific programs funded under this title; and
 - 4.28.6.3 Other types of program support such as quality assurance, quality control, and related activities."
- 4.29 **CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS:**
 - 4.29.1 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.
 - 4.29.2 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.
 - 4.29.3 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.

4.30 **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.

4.31 **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.

4.32 **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.

4.33 **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.

4.34 **LAWS, RULES AND REGULATIONS:**

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

4.35 **ANTI-KICKBACK REGULATIONS:**

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

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

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

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

- **Conflict of interest**
- **Prohibition on use of provider property, information or position without approval or advance personal interest**
- **Fair dealing: Contractor engages in fair and open competition**

- Confidentiality
- Protection and use of company assets
- Compliance with laws, rules, regulations
- Timely and truthful disclosure of significant accounting deficiencies and non-compliance

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

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

4.35.6 The Contractor shall have employee policies that discourage:

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

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

4.36.1 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;

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

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

4.27 **INCORPORATION OF DOCUMENTS:**

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

- 4.27.1 Exhibit A, Pricing/RWPA Price Sheet;
- 4.27.2 Exhibit B, Scope of Work.

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

CONTRACTOR



AUTHORIZED SIGNATURE

Julie Young / President

PRINTED NAME AND TITLE

20100 N 51st Ave Ste F-640 Glendale, AZ 85308

ADDRESS

11-1-13

DATE

MARICOPA COUNTY



CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

11/18/13

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

Nov 8 2013

DATE

EXHIBIT A

PRICING

SERIAL: 13059-RFP
COMMODITY CODE: NIGP 91858
RESPONDENT'S NAME: TriYoung Inc
RESPONDENT'S VENDOR # : W0000037769
RESPONDENT'S STREET ADDRESS: 20100 N 51st Ave Ste F-640, Glendale, AZ 85308
P.O. ADDRESS: _____
RESPONDENT'S PHONE #: 602-424-1700
RESPONDENT'S FAX #: 602-424-1705
RESPONDENT'S WEB SITE: www.triyoung.com
RESPONDENT'S CONTACT (REP): Julie Young
RESPONDNT'S REP'S E-MAIL ADDRESS: Julie@triyoung.com

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE: 100%

	YES	NO	REBATE
WILL ACCEPT PROCUREMENT CARD:	<input type="checkbox"/>	X	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	<input type="checkbox"/>	X	%
HAVE INTERNET ORDERING CAPABILITY:	<input type="checkbox"/>	X	%

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS. FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS. RESPONDENT MUST INITIAL THEIR SELECTION BELOW.

X NET 15

1.0 PRICING:

ITEM DESCRIPTION	HOURLY RATE
1.0 Labor Classifications	
1.1 Database Administrator	<u>90</u>
1.2 Client/Server programmer	<u>90</u>
1.3 Systems Analyst	<u>90</u>
1.4 IT Consultant	<u>90</u>
1.5 Project Facilitator	<u>90</u>
1.6 Data Entry / Clerical Support	<u>30</u>

(NOTE: If classifications differ from those listed above, replace with your classification.)

2.0 Other

Expenses

(Includes report production, duplication and other miscellaneous expenses)
 (List other expenses and unit prices below)

	<u>Unit</u>	<u>Price</u>
2.1 Jprog – CAREWare Development Support		
As described in Narrative, if support requires services from the CAREWare developer – TriYoung will contract the services and pass through to Maricopa County the Actual Cost. This rate is based on current prices from jprog as of the time of the RFP, however may vary depending on if the services are required and would be based on the current market price.		Based on Market Price – Last Price in 2011 was \$110 per hour with discounts

EXHIBIT B

SCOPE OF WORK

1.0 SCOPE OF WORK:

CONTRACTOR RESPONSIBILITIES:

Contractor may be called upon to perform any one or more of the following services inclusive of all labor, materials and facilities:

- 1.1 Perform evaluation of the Program's operations, recommend process and program improvements, and assist the Program in implementing approved recommendations. Provide training and outreach services to Program employees, contractors, participants, and planning council/committee members. Collaborate with Health Research Services Administration (HRSA) consultants and be willing to build collaborative relationships with community-based groups.
- 1.2 Evaluate Program budgets, assist the Program in recommending reallocations of funding where necessary, and assist in the implementation of funding changes where approved by the Program.
- 1.3 Assist the Program in performing a review of existing programs, medical reviews, data analysis and research to identify existing and future trends in HIV disease and treatment.
- 1.4 Assist the Program in developing both short-term and long-term business solutions to enhance expenditure projections, identification of and implementing a five (5) year business plan.
- 1.5 Assist the Program in identification of needs to enhance the programs ability to provide an assessment and implement remedies to improve client living conditions.
- 1.6 Review and update contract status and assist the Program in conducting procurements and the negotiation of contracts and intergovernmental agreements. Provide technical assistance to contractors in submitting proposals and complying with contractual and regulatory requirements. Assist staff in providing site visits to contractors.
- 1.7 Perform periodic reviews of the Program's quality management functions and recommend performance improvements where needed; then assist in the implementation of approved recommendations.
- 1.8 Perform Information Technology Services for the department's existing Data Systems that shall include, but not be limited to our "CAREWare system, OnBase data collection/financial system, the Grant Management System and the county Advantage Financial System." The Program may have future additional systems or require revisions/enhancements to existing systems as necessary. Any programs developed by the Contractor or revisions to existing programs shall include provision of the source codes to the County Information Technology Services Department (CITSD) in a format acceptable to the CITSD.
- 1.9 Provide assistance in developing grant applications as/if needed.
- 1.10 Provide assistance, technical analysis, and recommendations to the Administrative Agent (Program Manager) when requested by the Program.
- 1.11 Provide research and define any critical fiscal and/or performance issues which arise during any audits, accounting or consulting services and make recommendations for resolution.
- 1.12 Provide and perform other consulting services as requested.

1.13 QUALIFICATIONS:

Respondent shall have three (3) or more years of experience in providing consulting services to a Part A Ryan White-funded eligible metropolitan area program and knowledge of HRSA/HIV/AIDS Bureau guidelines and mandates. Such experience shall be demonstrated in the Offeror's narrative and references as provided in paragraphs 3.16 (References) and 3.38.2 (Narrative) of their proposal.

1.14 ACCEPTANCE OF CONTRACTOR'S WORK:

Upon completion of any service, project or consulting assignment, the Contractor's work shall be deemed accepted if Contractor's work has not been returned by customer for additional information, correction or revision within forty-five (45) days after completion of the work.

1.15 PROJECT SCHEDULE:

Prior to commencement of any work or project, the Contractor shall develop and provide a schedule defining and providing milestones to indicate the date(s) by which the milestones and the work is to be completed. No work shall commence until the schedule is agreed upon and as approved by the Program Manager or their designated project manager. This will include a schedule of periodic updates. Close adherence to this mutually agreed upon schedule will be incumbent upon both parties.

1.16 CONTRACTOR TRAVEL:

When requested and only as approved by the Program Manager (Administrative Agent), in writing, from the County department for whom services are being provided to perform work that requires overnight accommodations or travel, the Contractor shall be bound and reimbursed by the policies and rates specified in the current Materials Management Contractor Travel and Per Diem Policy. The Contractor shall itemize all per diem and lodging charges and provide receipts with the next invoice for services. Non-reimbursable travel costs will not be reimbursed to the Contractor.

1.17 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.

a. 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.

b. 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 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.

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.

1.18 REPORTING REQUIREMENTS:

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

1.19 PROGRAM MARKETING INITIATIVES:

1.19.1 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.

1.20 OTHER REQUIREMENTS:

- 1.20.1 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.
- 1.20.2 Contractor shall respond to all requests for information and documentation solicited by County when they are submitted in writing no later than seventy two (72) hours of receipt of request.

1.21 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.

1.22 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.

1.23 EQUAL EMPLOYMENT OPPORTUNITY:

- 1.23.1 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.
- 1.23.2 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.

1.24 CULTURAL COMPETENCY:

- 1.24.1 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.
- 1.24.2 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.

1.25 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 POLICY ON CONFIDENTIALITY:

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

NARRATIVE

Executive Summary

TriYoung, Inc. has been performing consulting services for 14.5 years (since 1998) and has managed all levels of projects for the clients we serve.

Our typically processes include the following project management documents and procedures:

1. Analysis of Scope of Work
2. Project requirements
3. Project Timeline
4. Time and Effort tracking and billing
5. Required Deliverables

Staff management is determined by the actual project requirements and staff is monitored internally for completion of work, follow up to client requests and managing schedules to meet deadlines as identified in the project timeline. Some projects require subcontractors to provide expertise in certain areas of the contract and are managed utilizing standards based on scope of work and meeting the requirements of each project.

In January 2013, TriYoung, Inc liquidated the services performed for business network management and support services to Southwest Technology Partners, LLC. This allows for the business to focus on the database management services independently of other service offerings. Julie Young is the sole proprietor and sole employee of the TriYoung, Inc business entity.

Julie Young has been providing support for the HRSA CAREWare program since 2000 in the Phoenix Metropolitan area and has worked in conjunction with data collection assessments for the Ryan White Part A office. During this time TriYoung has worked with sixteen primary non-profit agencies to implement CAREWare and with the grantee office to facilitate reporting requirements and transition of standalone databases to a central database housed on Maricopa County Information Technology facilities. Services from 2000 to 2003 were paid for directly by providers, 2003 the services transitioned to Maricopa County directly.

Ryan White Part A Consulting Services – Serial 06139 since 2007

Provide support for the fiscal and programmatic monitoring for the Phoenix, EMA. This scope included supervising program analyst staff, developing internal monitoring tools/ policies/procedures. Provide workflow analysis to evaluate and make recommendations to existing processes and procedures. Provide accounting level staffing to develop, perform and review provider fiscal activities during the GY-2007 site visits. Provide data entry level staff to assist with data collection needs for both Quality Management and the Administrative Agent areas of the Phoenix, EMA. Develop and provide training modules to implement the policies and procedures set forth by the Phoenix, EMA.

Assistance Provided:

- Workflow Analysis
- Policy and Procedures – Develop/Implement/Monitor
- Training – Develop/Provide
- Fiscal/Programmatic Monitoring – Develop/Implement Tools
- Fiscal Monitoring – Accounting compliance Audits
- Reporting Requirements – Define/Develop/Train
- Technical Support – Train the trainer on the technical aspects of the Phoenix,EMA to ensure program staff can provide support to providers

Database Administration and Management Support Services

The Maricopa County Ryan White Part A grantee has contracted with TriYoung, Inc since 2000 for support of the CAREWare application and the various subcontractors performing services under the RW Part A grant.

- 2000-2004 Initial project included the implementation of CAREWare in a decentralized environment based at each provider location along with a series of custom reports to meet the Phoenix, EMA reporting requirements and customized importer/updater tools to minimize duplicate data entry.
- 2005-2007 Additional project involved the migration CAREWare from a decentralized database to a centralized database housed at Maricopa County. This included determining equipment

(hardware/software) requirements, security requirements and upgrading the custom importer/updater/reporting tools to work on the centralized database.

- 2007 – 2008 Additional project involved the extension of CAREWare to process Central Eligibility Verification and field automation using external importer/updater tools developed using .net technology.
- 2005-Current – Provide training and support to providers and grantee’s office to prepare the Annual Ryan White Service Report (RSR) EMA wide including support for grantee’s of Part C and Part D. Included data verification and clean up in CAREWare, RSR report creation, RSR export and upload to EHB, verification, validation and submission to EHB for Annual RSR.
- 2013 develop and implement the integration with the Arizona Department of Health RW Part B database for the upcoming Affordable Care Act (ACA) health exchanges.

Provide CAREWare Database Administration consulting services to support the Statewide CAREWare implementation for Arizona Department of Health (ADHS) – Ryan White Part B grantee since 2009. The support project is ongoing and TriYoung is contracted to support the implementation until 2015.

- 2009 develop a standard CAREWare installation for providers to perform data collection in stand-alone databases to meet the reporting requirements of the RSR report.
- 2011 develop the strategy and requirements for implementation of a centralized Statewide CAREWare tool. This included the hardware/software purchasing requirements, installation and migration of the 14 providers stand-alone databases into the central Statewide CAREWare database.
- 2013 develop and implement the plan to migrate AIDS Drug Assistance Program (ADAP) data from a non-CAREWare custom platform to CAREWare to meet the reporting requirements for the ADAP Annual Data Report (ADR). In addition, the current year services include the expansion of CAREWare capabilities to include the utilization of .net routines for data analysis for purposes of ADAP enrollment processing status and integration with the Maricopa County RW Part A database for the upcoming Affordable Care Act (ACA) health exchanges.

Consulting services for the Transitional Grant Area (TGA) in Alameda County, known as the Oakland TGA include various projects from system analysis to database administration of the CAREWare application and have been ongoing since 2010 and are ongoing to support the Oakland TGA with a transition to the Statewide Aries application.

Organizational Chart

TriYoung, Inc currently has one employee which is also the owner, Julie Young. Below is the organizational chart reflecting the organization.



TriYoung has the following staff and subcontractors available for providing services:

Julie Young – Database Administrator

Julie has worked with Microsoft Access database applications for the past 12 years. Since 2002 Julie has been instrumental in supporting a variety of organizations that utilize the CAREWare application provided by HRSA. Julie Young has worked with financial systems and auditors since 1985 from credit unions, media brokers and computer consulting firms. In 1998 Julie Young started TriYoung to serve the local business community and has the experience to analyze processes, identify regulatory deficiencies and to implement proper computerized systems that are used in these sometimes complex processes. Julie Young has attended several HRSA grantee training sessions including:

- 2006 - All Titles Conference and Clinical Update – Washington, DC. Four Day Conference.
- 2006 and 2007 – HRSA Ryan White Data Report (formerly CADR) Requirements – Scottsdale, AZ Two Day Conference.
- 2008 – Bi-Annual (All Titles) Conference and Clinical Update – Washington, DC. Four Day Conference. Presented at two separate sessions regarding client level data collection and CAREWare.

Dani Sweetser – Sweet Data Solutions / .net programmer

Dani has been supporting various installs of CAREWare for the purpose of initiating .net custom data analysis since 2007. The complexity of these projects include:

- Maricopa County RW Part A .net tools to analyze data entry requirements to validate and determine client eligibility for maintenance of a Central Eligibility System and Central Eligibility monthly billing analysis.
- Arizona Department of Health Services (ADHS) – RW Part B Statewide CAREWare .net support to develop tools to transform Electronic Health Record (EHR) into a Provider Data Import Tool allowing for seamless automation of data collection and uploading into a CAREWare database installation to meet reporting requirements for performance measures, RSR reports and grantee service level data entry.

jProg – CAREWare Software Developer

HRSA has a sole source contract with Jeff Murray's Programming Shop (jProg) for the support and development of CAREWare. As requirements are defined, TriYoung has secured the ability to subcontract CAREWare support services with jProg for fulfillment of a scope of work. The role TriYoung has is to facilitate and managing the testing and implementation of these essential CAREWare based upgrades. The costs of such services are done at the current market rate based on a defined scope of work and quote received from jProg. The cost is passed through with no mark up directly to the Maricopa County Ryan White Part A program office as invoiced from jProg. This allows for rapid respond to any new business requirement that involves direct changes needed within the CAREWare application.

AMENDMENT No. 1
 To
 SERIAL 13059-RFP RYAN WHITE PART A PROGRAM – CONSULTING SERVICES
 Between
 TriYoung Inc.
 &
 Maricopa County, Arizona

WHEREAS, Maricopa County, Arizona ("County") and TriYoung Inc. have entered into a Contract for Ryan White Part A Program – Consulting Services dated November 14, 2013 ("Agreement") and effective November 14, 2013, County Contract No. 13059-RFP.

WHEREAS, County and TriYoung Inc. have agreed to further modify the Agreement by changing certain terms and conditions;

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

Section 4.26:

Add the following language to the contract terms:

4.26 REQUIREMENTS CONTRACT:

- 4.26.1 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.
- 4.26.2 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.
- 4.26.3 Contractor agrees to accept written cancellation of purchase orders.

Section 4.27:

Add the following language to the contract terms:

4.27 AVAILABILITY OF FUNDS:

- 4.27.1 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.
 - 4.27.2 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.
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Section 4.28:

Add the following language to the contract terms:

4.28 RESTRICTIONS ON USE OF FUNDS:

4.28.1 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:

- 4.28.1.1 Under any State compensation program, under any insurance policy, or under any Federal, State, or county health benefits program; or
- 4.28.1.2 By an entity that provides health services on a prepaid basis.

4.28.2 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.

4.28.3 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.

4.28.4 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.

4.28.5 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.

4.28.6 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:

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

Section 4.29:

Add the following language to the contract terms:

4.29 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS:

4.29.1 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.

4.29.2 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.

- 4.29.3 If County determines that the award to the Contractor of such other Federal or State contract or grant has affected the costs being paid or reimbursed under this Contract, County shall prepare a Contract Amendment effecting a cost adjustment. If the Contractor protests the proposed cost adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause contained herein.

Section 4.30:

Add the following language to the contract terms:

4.30 MEDIATION/ARBITRATION:

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

Section 4.31:

Add the following language to the contract terms:

4.31 STRICT COMPLIANCE:

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

Section 4.32:

Add the following language to the contract terms:

4.32 NON-LIABILITY:

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

Section 4.33:

Add the following language to the contract terms:

4.33 RIGHT OF PARTIAL CANCELLATION:

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

Section 4.34:

Add the following language to the contract terms

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.

Section 4.35:

Add the following language to the contract terms:

4.35 ANTI-KICKBACK REGULATIONS:

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

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

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

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

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

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

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

4.35.6 The Contractor shall have employee policies that discourage:

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

Section 4.36:

Add the following language to the contract terms:

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

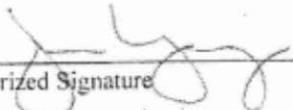
4.36.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National

- Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;
- 4.36.2 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
 - 4.36.3 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).

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

TRIYOUNG, INC.


Authorized Signature
Julie Young / President
Printed Name and Title
5-4-14
Date

MARICOPA COUNTY:

 5/15/14
Chief Procurement Officer Date

TRIYOUNG INC., 20100 N 51ST AVE, SUITE F-640, GLENDALE, AZ 85308

PRICING SHEET: NIGP CODE 91858

Terms:	NET 15
Vendor Number:	2011004193 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending November 30, 2016 2019.