

**SERIAL 13126 RFP RYAN WHITE PART A PROGRAM – OUTPATIENT AMBULATORY
MEDICAL CARE – Sun Life Family Health Center, Inc.**

DATE OF LAST REVISION: June 13, 2014

CONTRACT END DATE: March 31, 2019

AMENDMENT #1 (DTD 06/13/14) PLEASE SEE THE ADDITION OF SECTIONS 4.36 & 4.37

CONTRACT PERIOD THROUGH MARCH 31, 2019

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **RYAN WHITE PART A PROGRAM – OUTPATIENT AMBULATORY
MEDICAL CARE**

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 **March 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/ub
Attach

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

(Please remove Serial 07077-RFP from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 13126 -RFP

This Contract is entered into this 26th day of March, 2014 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Sun Life Family Health Center, Inc., an Arizona corporation ("Contractor") for the purchase of Outpatient Ambulatory Medical Care 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 five (5) years, beginning on the 1st day of April, 2014 and ending the 31st day of March, 2019.
- 1.2 The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of five (5) additional years, or other specified length options, (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 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 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:

Sun Life Family Health Center, Inc.
ATTN; Sonya Wilkins
865 N Arizola Rd
Casa Grande, AZ 85122

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:

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.

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

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

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

4.13.1.2.1 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.

4.13.1.2.2 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 CONTRACT COMPLIANCE MONITORING:

- 4.18.1 County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for Contract compliance monitoring may be made by County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by County, all records and accounts relating to the work performed or the services provided under this Contract, or for similar work and/or service provided under other grants and contracts.
- 4.18.2 The Contractor shall have policies and procedures in place that allow the County as the funding agency prompt and full access to financial, program and management records and documents as needed for program and fiscal monitoring and oversight.
- 4.18.3 Contractor shall follow and comply with all related corrective action plans and requirements of site visits and subsequent audits conducted by County and its representatives. When monetary penalties are imposed or unallowable costs determined, the County will define how repayment will be made to the County. This may include decreasing or withholding the Contractor's monthly billing or requiring payment to the County.
- 4.18.4 The Contractor shall submit reports to County as requested that detail performance and allow review of budget, cost of services and unit cost methodology.

4.19 AVAILABILITY OF FUNDS:

- 4.19.1 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.
- 4.19.2 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.

4.20 RESTRICTIONS ON USE OF FUNDS:

- 4.20.1 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:
 - 4.20.1.1 Under any State compensation program, under any insurance policy, or under any Federal, State, or county health benefits program; or
 - 4.20.1.2 By an entity that provides health services on a prepaid basis.
- 4.20.2 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.
- 4.20.3 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.
- 4.20.4 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.
- 4.20.5 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.
- 4.20.6 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:
 - 4.20.6.1 Usual and recognized overhead, including established indirect rates for agencies;
 - 4.20.6.2 Management and oversight of specific programs funded under this title; and
 - 4.20.6.3 Other types of program support such as quality assurance, quality control, and related activities."

4.21 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS:

- 4.21.1 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.
- 4.21.2 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.
- 4.21.3 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.

4.22 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.

4.23 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.

4.24 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.

4.25 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.

4.26 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.

4.27 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.

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

4.28.1 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.

4.28.2 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.

4.29 **CONTRACTOR LICENSE REQUIREMENT:**

- 4.29.1 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.
- 4.29.2 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.

4.30 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

- 4.30.1 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:
 - 4.30.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 4.30.1.2 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;
 - 4.30.1.3 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
 - 4.30.1.4 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.
- 4.30.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.
- 4.30.3 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.

4.31 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:

- 4.31.1 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;
- 4.31.2 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.

4.32 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

4.33 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.

4.34 ANTI-KICKBACK REGULATIONS:

- 4.34.1 If the Contractor is a Medicare/Medicaid provider, it shall maintain a Corporate Compliance Plan.
- 4.34.2 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.
- 4.34.3 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.
- 4.34.4 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

- 4.34.5 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

4.34.6 The Contractor shall have employee policies that discourage:

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

4.35 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.

4.36 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.

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

4.37.1 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;

4.37.2 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

4.37.3 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).

4.38 INCORPORATION OF DOCUMENTS:

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

- 4.38.1 Exhibit A, Service Provider Application;
- 4.38.2 Exhibit B, Pricing/RWPA Price Sheet;
- 4.38.3 Exhibit C, Scope of Work.

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

CONTRACTOR



AUTHORIZED SIGNATURE

Travis J. Robinette

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

MAR 26 2014

DATE

ATTESTED:



CLERK OF THE BOARD

MAR 26 2014

DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

March 13 2014

DATE

EXHIBIT A

SERVICE PROVIDER APPLICATION

Organization: Sun Life Family Health Center

Address: 865 N. Arizola Road

City: Casa Grande State: AZ Zip: 85122

Telephone: 520-836-3446

Executive Director/CEO: Travis Robinette

Person completing this form: Michelov Rhau Contact Telephone: 520-381-0341

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

Years in Business: 37

Maricopa County Vendor Registration Complete: Yes No Vendor Number: W000005779

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

Service Site Location #1:

Organization: Sun Life Family Health Center

Address: 865 N. Arizola Road

City: Casa Grande State: AZ Zip: 85122

Telephone: 520-836-3446

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)? PSA 6 and PSA 7

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

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

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:

Sun Life uses computerized accounting and patient management systems.

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 11/12/13

PREPARED BY: Sonya Wilkins

NAME OF ORGANIZATION: Sun Life Family Health Center, Inc

Fed. Employee ID # (FEIN) 860296211

DUNS # 80671704

ADDRESS: 865 N Arizola Rd
Casa Grande, AZ 85122

AUTHORIZED CONTACT Travis Robinette

TELEPHONE 520-705-0303 FAX 520-836-8807

E-MAIL travisr@slfhc.org

PRIMARY CONTACT Sonya Wilkins, Marion Levette

TELEPHONE 520-705-3031, 520-705-0340 FAX 520-836-8807

EMAIL sonyaw@slfhc.org, marionl@slfhc.org

CONTRACT NUMBER A-2013-PMC-SLH-002

SERVICE CATEGORY Primary Care Services

BUDGET PERIOD: 2/5/2013 2/4/2013
 Start Date End Date

CONTRACT AMOUNT \$7,399.33

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)

Schedule of Deliverables

Provider Entry Auto Calculation

Date Prepared: 11/12/2013

Organization Name:
Service Category

Sun Life Family Health Center, Inc
Primary Care Services

Performance Measures:

Number of New Clients 2
Number of Returning Clients 9
Total # of Unduplicated Clients 11

Schedule of Deliverables																	Fee for Service Only (Not Applicable to Cost Reimbursement Contracts)		
CAREWare Service Unit Name/Code	Service Description	Service Unit Definition 1 unit = (i.e. 15 minutes)	Number of Units Proposed	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Proposed Fee Per Product/Deliverable	Total Payment Per Objective/Activity	Fee Source (ie AHCCCS, I H S, Negotiated Rate, etc.)	
1 99213	Office Visit		4	1		1		2								\$ 51.60	\$ 206.40	AHCCCS RATE	
2 99214	Office Visit		29	5	5	2	2	2	3	5	5	3	2	2	3	\$ 75.74	\$ 2,196.46	AHCCCS RATE	
3 99202	Office Visit		2		1	1										\$ 52.77	\$ 105.54	AHCCCS RATE	
4 71020	Chest Xray		4			1	1									\$ 26.24	\$ 104.96	AHCCCS RATE	
5 J0561	Injection		20	2	2	2	2			13	1					\$ 4.85	\$ 97.00	AHCCCS RATE	
6 36415	Lab Draw		33	5	4		4	4	1	1	4	4	3	2		\$ 2.59	\$ 85.47	AHCCCS RATE	
7 86592	RPR Serology		11	5	4	1	1									\$ 5.08	\$ 55.88	AHCCCS RATE	
8 87536	Viral Load		33	5	4		4	4	1	1	4	4	3	2		\$ 101.17	\$ 3,338.61	AHCCCS RATE	
9 83631	CD4 Count		33	5	4		4	4	1	1	4	4	3	2		\$ 23.34	\$ 770.22	AHCCCS RATE	
10 85025	CBC		11	5	4	1	1									\$ 7.63	\$ 83.93	AHCCCS RATE	
11 80061	Lipid Panel		11	5	4	1	1									\$ 15.93	\$ 175.23	AHCCCS RATE	
12 80053	CMP		11	5	4	1	1									\$ 12.57	\$ 138.27	AHCCCS RATE	
13 81001	Urinalysis		11	5	4	1	1									\$ 3.76	\$ 41.36	AHCCCS RATE	
14 86701	HIV-1		-													\$ 10.56	\$ -	AHCCCS RATE	
15			-													\$ -	\$ -		
TOTAL			213	48	39	12	23	16	6	21	18	15	11	8	3		\$ 7,399.33		

Total Budget \$ -
Over/(Under Budget) \$ 7,399.33
Balance should equal zero

***Sun Life Family Health Center
Ryan White Part A Grant Proposal – Outpatient Ambulatory Medical Care Services***

Explanation of Proposed Program Costs:

Sun Life's current negotiated contract with the Ryan White Part A Administrative Office is a fee for service contract and reimbursement rates for services provided to RWPA patients are based on current Arizona Health Care Cost Containment System (AHCCCS) reimbursement rates.

In developing the proposed schedule of deliverables, Sun Life assumes a projected 11 patients will receive services through the RWPA Outpatient Ambulatory Medical Care Service Program at Sun Life during the Contract period beginning on February 5, 2014. The projected number of patients includes two new and nine existing patients. The projected costs to serve established patients are based on history of providing quality medical services to these patients in accordance with Ryan White Part A Standards of Care. Sun Life anticipates costs to serve new patients will vary dependent on whether these patients were in care or out of care prior to coming to Sun Life for primary care services.

Sun Life Family Health Center, Inc
Cost Allocation Plan

Sun Life offers services which are at times funded by various agencies. The cost associated with the operation of the service is always allocated based on direct and indirect costs. Sun Life also operates multiple sites and departments which also require direct and indirect cost allocation.

Direct Cost

It shall be the policy of Sun Life Family Health Center, Inc to allocate cost directly to the various sites, departments and programs, whenever possible.

At times, there may be one service program which receives funding from more than once source. In these cases, if the same personnel, space materials and supplies are needed to serve or at least extremely difficult to separate direct cost; e.g., a medical provider sees both Insured and Ryan White patients. In this example it is prohibitive to attempt to keep track of individual cost. However, Sun Life is able, in this example, to identify cost per RVU (relative value unit) and the RVU's supplied to each patient. Thus charges can be tracked and charged directly to a program based on RVU's.

In some instance, costs may be shared by more than one site, department or program. In these instances, when cost can be identified or separated to a site, department or program with the appropriate documentation, they will be charged directly. When it is impossible or extremely difficult to assign cost it will be posted to an administration or facilities account and allocated according to the Cost Allocation Plan for indirect costs.

Indirect Cost

Indirect costs are those which benefit more than one site, department or program and are extremely difficult to assign as a direct cost without employing painstaking accounting and record keeping procedures. Examples of indirect costs are administrative salaries, and fringe benefits, administrative space and utilities administrative supplies, insurance, accounting, and auditing, etc.

Allocation of Indirect charges to programs:

If a program operates at all sites then the total indirect cost is allocated by program first. The total direct operating costs for each program are summed. A representative percentage for each service program is calculated by dividing each service program's direct cost by total direct cost. The representative percentages derived are multiplied by the total indirect costs to allocate the program's share of indirect costs.

If a program operates at only one site the indirect cost are allocated first to the sites and or departments and then the indirect costs are allocated to the program using the percentage method above.

Allocation of indirect charges to sites and or departments is as follows:
 The total gross charges are added for each site or department, and a representative percentage for each is calculated by dividing each site or department gross charges by total gross charges. The representative percentage is then multiplied by the total indirect cost.

Sun Life Federal Sliding Fee / Sun Life Health Plan
 Monthly Income, Four Partial Pay Categories

Sliding Fee Schedule: Percentage of Maximum Charge Based on Family Size and Income

Family Size	Monthly Income				More Than				
	From	To	From	To					
1	0	957	958	1,196	1,197	1,436	1,437	1,915	1,915
2	0	1292	1,293	1,615	1,616	1,938	1,939	2,585	2,585
3	0	1627	1,628	2,034	2,035	2,441	2,442	3,255	3,255
4	0	1962	1,963	2,453	2,454	2,943	2,944	3,925	3,925
5	0	2297	2,298	2,871	2,872	3,446	3,447	4,595	4,595
6	0	2632	2,633	3,290	3,291	3,948	3,949	5,285	5,285
7	0	2967	2,968	3,709	3,710	4,451	4,452	5,935	5,935
8	0	3302	3,303	4,128	4,129	4,953	4,954	6,605	6,605
9	0	3637	3,638	4,546	4,547	5,456	5,457	7,275	7,275
10	0	3972	3,973	4,965	4,966	5,958	5,959	7,945	7,945
11	0	4307	4,308	5,384	5,385	6,481	6,482	8,615	8,615
12	0	4642	4,643	5,803	5,804	6,983	6,984	9,285	9,285
13	0	4977	4,978	6,221	6,222	7,486	7,487	9,955	9,955
14	0	5312	5,313	6,640	6,641	7,988	7,989	10,625	10,625
15	0	5647	5,648	7,059	7,060	8,471	8,472	11,295	11,295
Percentage of Charges be Billed to Patient	0%		25%		50%		75%		100%
	Partial Payment								Full Payment

\$25.00 Administrative Fee will be charged for each visit

For family units with more than 15 members add \$25.00 per additional member

EXHIBIT C**SCOPE OF WORK**

1.0 SCOPE OF WORK:

1.1 PURPOSE OF THE PROGRAM, AUTHORITY AND BACKGROUND:

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

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

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

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

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

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

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

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

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

<http://www.ryanwhiteparta.com>

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

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

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

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

1.2 THE PHOENIX EMA RYAN WHITE PLANNING COUNCIL:

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

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

1.3 ADMINISTRATIVE AGENT AND QUALITY MANAGEMENT:

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

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

Administrative activities under the authority of the Administrative Agent include:

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

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

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

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

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

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

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

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

1.4 CONTRACTOR ELIGIBILITY:

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

1.17 REPORTING REQUIREMENTS:

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

1.18 PROGRAM MARKETING INITIATIVES:

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

1.19 OTHER REQUIREMENTS:

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

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

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

1.20 SAFEGUARDING OF CLIENT INFORMATION:

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

1.21 NON-DISCRIMINATION:

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

1.22 EQUAL EMPLOYMENT OPPORTUNITY:

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

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

1.23 CULTURAL COMPETENCY:

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

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

1.24 RYAN WHITE CAREWARE DATA BASE:

1.24.1 RWPA requires the installation and utilization of HRSA-supplied Ryan White CAREWare software. CAREWare is used for client level data reporting and monthly

billing reports, demographic reports, and various custom reporting. The Contractor agrees to install, collect, and report all data requested by the RWPA via RYAN WHITE CAREWare within 60 days of request by the RWPA. The Contractor agrees to participate in technical assistance training and/or informational presentations for CAREWare at various times scheduled during the contract year.

- 1.24.2 The Contractor is responsible for coordinating the installation of the CAREWare software with their internal information technology staff. CAREWare software is developed by HRSA and requires no licensing fees. The Contractor will be responsible for the cost of Virtual Provider Network (VPN) cards for each user within their organization.
- 1.24.3 The Ryan White Part A office will provide technical assistance to eligible applicants for the implementation, configuration and end user support for the CAREWare database. In addition, technical assistance is made available to eligible applicants to integrate CAREWare with proprietary in-house billing systems on an as needed basis to minimize data entry efforts needed to report client level demographic and service related data.

1.25 IMPROPRIETIES AND FRAUD:

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

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

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

1.26 ADHERENCE TO RYAN WHITE PART A POLICIES:

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

1.27 REFERRAL RELATIONSHIPS:

- 1.27.1 Contractors must have documented evidence to substantiate referral relationships on an ongoing basis consistent with HRSA guidance regarding “Maintaining Appropriate Referral Relationships” available from the RWPA upon request.
- 1.27.2 The Contractor shall have letters of agreement and Memorandums of Understanding (MOUs) to document referral relationships with key points of entry. Key points of entry include:
 - Emergency rooms
 - Substance abuse and mental health treatment programs

- Detox(ification) centers
- Detention facilities
- Sexually Transmitted Disease (STD) Clinics
- Homeless shelters
- HIV counseling and testing sites

Additional points of entry:

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

1.28 POLICY ON CONFIDENTIALITY:

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

1.29 EQUIPMENT:

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

In response to the Notice of Solicitation Serial Number 13-126-RFP, Sun Life proposes to provide Outpatient Medical Care Services to individuals diagnosed with HIV and AIDS residing in Pinal County Arizona who are eligible for Ryan White Part A services. Sun Life will deliver the proposed services in accordance with the response provided in this proposal narrative.

I. DEMONSTRATION OF NEED FOR HIV FUNDING AND SERVICES IN PINAL COUNTY

The Pinal County service area is predominantly rural and located in the Central Region of Arizona. Pinal County's borders extend to Maricopa and Pima, two of Arizona's largest counties. The Phoenix and Tucson metropolitan areas are both located within less than two hours from Pinal County's most populated community, the City of Casa Grande. According to U.S. Census 2012 population estimates, Pinal County has a current population of 386,365. As with most rural communities throughout the nation, Pinal County is medically underserved with federal designation as a health professional shortage area. Additionally, only one community in the 5,374 square mile County, the City of Coolidge, has a bus transportation system. These factors pose major challenges and barriers for residents with chronic health conditions, particularly those living in remote areas of the County, to access critically needed primary care and specialty services.

According to community health needs assessments conducted by three of the largest health care organizations in the County in 2012, some of the top priority areas of need identified for the Pinal County service area include management of chronic health conditions, transportation services, specialty medical services and mental health services. In recent years, the County has also experienced increases in the number of HIV cases and STD infection rates. The prison population makes a significant impact on the HIV/AIDS epidemic in Pinal County. Several public and private correctional facilities are located within the County and incarcerated populations account for the majority of the population infected with HIV and Sexually Transmitted Diseases. Incarcerated individuals make up 5.2% of the total population of Pinal County, yet comprise almost 30% of the County's prevalent HIV cases and almost 60% of the emergent cases.

All minority populations combined including African-Americans, Hispanics, American Indians and Asians comprise 77.6% of the emergent HIV and AIDS in Pinal County. In 2009, Hispanics alone comprised 71.4% of the emergent cases of HIV/AIDS in the County. Representation of African-Americans in Pinal County's HIV/AIDS epidemiological profile is disproportionate compared to their percentage in the County's general population. African-Americans comprise a small percentage (3%) of the region's population and close to 11% of HIV/AIDS prevalent cases. An estimated 38% of PLWHA in the County are Men Who Have Sex with Men (MSM). This is the most commonly reported mode of transmission by PLWHA in Pinal County followed by Intravenous Drug Use (25%) and heterosexual contact (11%).

Pinal County ranks third out of Arizona's fifteen counties for the number of HIV cases with Maricopa and Pima ranking first and second respectively. An estimated six percent of Arizona's population live in Pinal County yet 7.26% of the State's HIV/AIDS incident is in this region. Based on the most recent data available, the County has 481 HIV cases with a prevalence rate of 176. In 2010, Pinal County's rate for emergent HIV/AIDS (9.86) was higher than the rate reported for Pima County (9.59).

Only 5% of Ryan White Part A clients (121 unduplicated) reside in Pinal County, however, these clients have critical needs for HIV medical and support services to improve their quality of life. While Maricopa and Pima counties have strong infrastructures in place to cater to the myriad of health care and social services needs of PLWHA, Pinal County has very few resources available for this target population. Currently, the County does not have AIDS Service Organizations, coordinated efforts or systems of care in place that specifically target PLWHA. Studies show that individuals are less likely to delay medical care and more adherent to treatment regimens when they have access to health care services in the communities where they live. When PLWHA in the Phoenix EMA (Maricopa and Pinal counties) were surveyed about the reasons they had not received care within the past twelve months, 18% of those who had not received care indicated they did not know where to go for medical care and 12% indicated they get anxious about going to a doctor or nurse for HIV services.

Sun Life is the first and only Organization in the County that receives funding to deliver primary health care services to the PLWHA target population. The Organization has served as a Ryan White Part A contracted provider for the outpatient ambulatory medical care service since 2009. This service is a tremendous benefit to PLWHA residing in

the County who were previously making four-hour round trips to Phoenix for their medical services. The addition of outpatient ambulatory medical care services that address the unique health care needs of PLWHA to Sun Life’s health care practice enables individuals with HIV and AIDS to have access to comprehensive, quality medical services in the community where they live. Further, PLWHA receiving services at Sun Life have access to a broad range of services including primary medical care that includes laboratory testing to monitor viral load count and prescribing of antiretroviral therapies, dental, integrated behavioral health, diabetes education classes, radiology and pharmaceutical services. OB/GYN services are also available for female patients. Sun Life health centers also provide patients with a number of support services that facilitate access to health care services including, transportation, eligibility screening and enrollment assistance for Medicaid and other health insurance, screening for SNAP-food stamps benefits and referral management.

In 2012, Sun Life served 36,152 patients for close to 125,000 visits. As shown in Table 1 below, Sun Life’s patient population closely mirrors Pinal County’s general population. The majority of Sun Life patients are White (38%) and Hispanic (52%). Additionally, 38% of individuals served at Sun Life health centers are Medicaid beneficiaries and 16% are at or below the Federal Poverty Level. With implementation of the Affordable Care Act in 2014 and Arizona’s recent approval of Medicaid Expansion, Sun Life anticipates that an even higher percentage of the patient population will have some form of private or public insurance.

Table 1. Race/Ethnicity

Race/Ethnicity	Sun Life	Pinal County	Arizona
White (Non-Hispanic)	38.0%	58.2%	58.0%
African American	6.0%	3.4%	3.2%
Native American	2.0%	5.0%	3.7%
Asian Pacific Islander	1.0%	1.7%	2.4%
Other/Unreported	2.0%	2.7%	2.5%
Hispanic	52.0%	29.0%	30.2%

PLWHA constitute only one percent of Sun Life’s patient population. As shown in the Table 2 below, the majority of PLWHA receiving services at Sun Life are male (90%), White (57%) and Hispanic (27%). Most of the PLWHA served at Sun Life are between the ages of 50 -59 and identify as MSM.

Table 2. PLWHA Patients at Sun Life

Gender	Number	Percent %
Male	27	90%
Female	2	7%
Transgender	1	3%
Race/Ethnicity		
White (Non-Hispanic)	17	57%
African-American	4	13%
Native American	0	0%
Asian Pacific Islander	0	0%
Other/Unreported	1	3%
Hispanic	8	27%

Age	Number	Percent %
< 19	1	3%
20 -29	6	20%
30 - 39	3	11%
40 - 49	8	27%
50 - 59	10	33%
60 - 69	1	3%
70 and older	1	3%

Mode of Transmission		
MSM	24	80%
Heterosexual	1	3%
Blood Transfusion	1	3%
Drug Use	1	3%
Partner/Spouse	3	10%

II. ORGANIZATIONAL EXPERIENCE

Sun Life has a strong presence in Pinal County, Arizona, where it has successfully operated for over three decades, as the only Section 330 funded Federally Qualified Health Center in the region. The organization is a non-profit 501 (c) 3 and the most reliable source of affordable, quality and culturally competent health care for the area’s medically underserved, low-income, uninsured and underinsured residents. Sun Life is Joint Commission accredited and currently pursuing Level 3 recognition as a Patient Centered Medical Home through the National Committee for Quality Assurance (NCQA). The Organization’s mission is to deliver comprehensive, high quality services to all people in need of affordable, accessible, and culturally effective health care.

Sun Life operates seven health centers in six communities in Pinal County with high-unmet need for primary health care services. The Organization’s administrative offices, main health center, pediatric practice and OB/GYN practice are located in the City of Casa Grande. While the Ryan White Part A outpatient ambulatory medical care service is only available at Sun Life’s Casa Grande health center, the travel distance to this site from most areas in the County is less than 30 minutes. The Casa Grande Health Center also includes administrative offices that house management positions including the CEO, Medical Director, Directors of Finance, Operations, Information and Technology, Human Resources, Outreach, Nursing, Pharmacy, Community Outreach and Dental. In 2012, Sun Life expanded to another administrative building to accommodate growth in administrative positions the organization experienced during the past five years and to increase clinical space at the Casa Grande health center. The new administrative building includes billing and accounting staff as well as the Corporate Compliance Officer. The organization’s leadership staff has extensive experience in managing, operating and developing primary care programs for the target population in the Pinal County service area. Sun Life is continuously evolving to meet increasing health care needs of uninsured and underserved populations in the County. As part of its strategic plan, Sun Life’s goal is to pursue additional avenues to expand in new and existing locations in the Pinal County service area.

Sun Life’s ten-member governing Board sets the direction and strategic goals for the organization in collaboration with the CEO and Management Team. Over 50% of the Board members are Sun Life health center consumers. The Board is also responsible for ensuring that all activities of the organization are in alignment with its mission. All members of the management team report directly to the CEO who oversees organizational operations and ensures that Sun Life meets strategic planning goals. The management team operationalizes the strategic planning goals under the direction of the CEO. Medical staff including physicians, physician assistants and nurse practitioners report to the Medical Director. All nursing staff as well as medical assistants report directly to the Director of Nursing. Day to day oversight of Sun Life’s seven health center sites is the responsibility of Site Managers who spread their time across multiple sites. Site Managers report to the Director of Operations. An Organizational Chart is included with this submission in Section 3.

III. PROPOSED SERVICES

Based on the 2012 Uniform Data System (UDS) report, an estimated 41% of those receiving medical services at Sun Life have Diabetes or Hypertension as their primary diagnosis. The 2012 UDS data also show that Sun Life health centers are addressing health needs of the target population and helping to improve outcomes and access to services.

Approximately 61% of female patients at Sun Life received cervical cancer screenings in 2012. Additionally, nearly 60% of patients received prenatal care services within the first trimester. The percentage of Diabetic Patients at Sun Life with an HbA1c of less than nine was 75% in 2012, compared to the national health center average of 70% for this measure. A high percentage of the patient population diagnosed with asthma (64%) received appropriate pharmacological interventions and 100% of adult patients had an assessment for tobacco use.

The long-term goal of Sun Life is to ensure that all persons living with HIV/AIDS within Pinal County (and those referred to the Center from Maricopa County) have access to integrated, consistent, accessible and affordable care.

This includes the prescribing of affordable medications as well as assistance with enrollment into care. Sun Life health centers have expertise in delivering the following broad array of services on-site:

- Annual exams
- Wellness checks for children and women
- Medications for chronic diseases
- Prevention services
- Nutritional services
- Referrals for oral health and other specialty care
- HIV and STD testing
- Pap Smears
- Immunizations
- Treatment and diagnosis for Flu and other minor illnesses
- Coloscopies and other minor procedures
- Flu Vaccines
- Behavioral Health
- Complex laboratory services
- Pharmaceuticals

Board Certified Physicians and mid-level providers under the direction of the Organization's Medical Director provide the above services.

Sun Life's Ryan White Part A Program includes delivery of Outpatient/Ambulatory Medical Care Services to eligible PLWHA patients residing in Pinal County in accordance with the Standards of Care defined by the Ryan White Part A Planning Council. Sun Life's Director of Nursing is responsible for overseeing the Ryan White part A program at Sun Life. The proposed service delivery site for RWPA services has all appropriate licenses issued by the Arizona Department of Health Services to operate as an outpatient treatment center.

Providers responsible for the medical care of RWPA patients at Sun Life include two Family Practice Nurse Practitioners with expertise and training in HIV/AIDS treatment. Sun Life offers RWPA patients access to professional diagnostic and therapeutic services that are consistent with HRSA and Public Health Service (PHS) guidelines including the following:

- Primary medical services
- Continuing care and management of chronic conditions
- Antiretroviral and other drug therapies including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies;
- Provision of laboratory tests integral to the treatment of HIV infection and related complications;
- Diagnostic testing;
- Early intervention and risk assessment;
- Preventive care and screening;
- Practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions;
- Prescribing and managing of medication therapy;
- Education and counseling on health issues;
- Referral to and provision of HIV-related specialty care (includes all medical subspecialties even ophthalmic and optometric services)

All Primary medical services and diagnostic testing services provided focus on helping to stabilize and/or control the progression of HIV/AIDS disease of PLWHA patients. Sun Life's goal is to ensure that HIV infected patients with HIV/AIDS have access to viral load testing at least twice annually to determine improvement or decline in patients' health status. During medical visits, Sun Life's HIV-trained providers also provide education to patients about the importance of adhering to medical treatments and information about side effects of antiretroviral medications. The providers also assess patients for other chronic health conditions that may affect the progression of their HIV disease. Medication management services provided to RWPA patients at Sun Life includes education and counseling regarding drug interactions, particularly if the patient is taking medications for other chronic conditions such as hypertension or diabetes.

Sun Life has an MOU in place with HIV CARE Directions for provision of Medical Case Management services, on-site twice a week, to RWPA patients receiving primary care services at Sun Life's Casa Grande health center. The

Medical Case Manager also provides patients with assistance in completing applications for public and private programs for which HIV patients may be eligible including ADAP, Health Insurance and Dental Assistance Programs. Sun Life RWPA Providers and Director of Nursing work with the Medical Case Manager to develop an overall care plan for RWPA patients and to monitor patients' progress in achieving the treatment goals outlined in the care plan. The providers document the outcome of case conferences with the Medical Case Manager in patients' Electronic Health Records (EHR). Electronic Health Records of RWPA patients include documentation of all activities performed related to their clinical care and status. The Organization maintains appropriate authorized releases of information on file to allow for inter-provider communications regarding the care of RWPA patients.

Sun Life has the capacity to deliver care to RWPA patients with more intensive medical needs, through an MOU with the University of Arizona's Petersen HIV clinic, for consultation and advice as needed from infectious disease specialists that are available 24 hours and seven days per week.

Sun Life uses Arizona Health Care Cost Containment System (AHCCCS) reimbursement rates, as applicable, or a reasonable rate approved by the Administrative Agency, for allowable Primary medical services provided to RWPA patients. The Organization utilizes appropriate CPT and HCPCS medical codes for allowable diagnostic testing including medically necessary labs and screenings provided to RWPA patients by the designated medical providers for the Program.

IV. PROPOSED GOALS TO MEASURE PATIENT OUTCOMES

Sun Life will monitor the following performance measures to monitor clinical outcomes of RWPA patients:

Goal #1: At least 80% of HIV-infected clients with HIV/AIDS who utilize RWPA services at Sun Life will have two viral loads testing in measurement year in order to predict clinical progression.

Measurement: Percentage of patients, regardless of age, with a diagnosis of HIV/AIDS with a viral load performed at least every six months during the measurement year.

Numerator: Number of patients with a viral load test performed at least every six months.

Denominator: Number of patients regardless of age, with a diagnosis of HIV/AIDS who have had at least two medical visits during the measurement year, with at least 60 days in between each visit

Projected Performance Rate: 80%

Sun Life currently exceeds the projected performance rate for this measure with 84% of HIV/AIDS diagnosed patients having a viral load performed twice during the most recent six-month period.

Goal #2: At least 80% of HIV-infected clients with HIV/AIDS who utilize RWPA services at Sun Life will have two CD4 –T-Cell counts testing in the measurement year in order to predict clinical progression.

Measurement: Percentage of patients with HIV infection who had two or more CD4 T-Cell counts performed at least 3 months apart during the measurement year.

Numerator: Number of HIV-infected patients who had two or more CD4 T-Cell counts performed at least 3 months apart during the measurement year.

Denominator: Number of HIV-infected patients who had a medical visit with a Sun Life HIV trained provider at least once in the measurement year.

Projected Performance Rate: 80%

Sun Life has exceeded the goal for this measure. An estimated 88% of HIV infected patients who had a medical visit with a Sun Life HIV trained provider during the measurement year, had two or more CD4 T-cell counts performed at least three months apart.

Goal #3: At least 80% of HIV-infected clients with HIV/AIDS who utilize RWPA services at Sun Life will have two medical visits with a HIV-trained provider in measurement year in order to predict clinical progression.

Measurement: Percentage of clients with HIV infection who have two or more medical visits in the measurement year.

Numerator: Number of clients with HIV infection who have two or more medical visits at least 3 months apart medical visits with a HIV-trained provider in measurement year.

Denominator: Number of HIV-infected clients who had a medical visit with a HIV-trained provider at least once in the measurement year.

Projected Performance Rate: 80%

Sun Life exceeded the goal for this measure. During the current Contract Year, 100% of RWPA patients at Sun Life had at least two documented medical visits with an HIV-trained provider at the Casa Grande health center.

Sun Life will continue to monitor these performance measures during the proposed Contract Period.

V. STAFFING PLAN

Sun Life has designated two Family Nurse Practitioners with HIV/AIDS training and expertise to deliver RWPA Outpatient Ambulatory Medical Care services to PLWHA at Sun Life. Both providers have current required Licenses and certifications, provided with this Proposal Submission in Section 5, to deliver allowable medical services and prescribe necessary medications and therapies for the treatment of individuals diagnosed with HIV and /or AIDS. Sun Life's Director of Human Resources is responsible for credentialing providers when they are initially hired and for their bi-annual renewal. This process involves verification of providers' licenses, board certification, education, work and professional liability claims history, DEA certification and references. Sun Life's Board approves the initial and bi-annual renewal credentialing of all providers. The following proposed Staffing Plan includes positions responsible for program oversight and management as well as direct service delivery of RWPA Outpatient Ambulatory Medical Care Services at Sun Life.

Robert Babyar, MD – Dr. Babyar oversees all aspects of health care service delivery at Sun Life and supervises medical staff and the Q/I Coordinator. His responsibilities also include development of clinical policies, procedures and protocols. Dr. Babyar served as Sun Life's Medical Director from 2001 – 2007 and he was re-hired to serve in this role in 2011. He holds a Doctor of Medicine from the University of Arizona and began his career as a physician in 2000.

Marion Levett, RN – Ms. Levett serves as the Director of Nursing at Sun Life and is responsible for the overall management of the RWPA program, which includes overseeing of RWPA patient case conferences with the Medical Case Manager and patients' medical provider. She ensures policies and procedures as well as service protocols necessary for the effective administration of the RWPA Program are in place. She also coordinates submission of data and financial reports to the Ryan White Part A Administrative Agency Personnel. Ms. Levett has over 30 years of experience as a Registered Nurse and she began working at Sun Life 16 years ago. As the Director of Nursing, she supervises all nursing staff and services at Sun Life. Ms. Levett has completed the English National Board training on HIV/AIDS. She has completed infectious disease training through the University of Arizona Petersen Clinic and received a scholarship to participate in a HIV training certificate program.

Bessie Burke, FNP-BC – Ms. Burke is a licensed Family Nurse Practitioner with 15 years of experience delivering medical services to patients in various health care settings. She joined Sun Life in 2009 and currently serves as one of two designated providers for the RWPA Outpatient Ambulatory Medical Care Service at Sun Life. Ms. Burke holds a Master's of Science Degree in Nursing and she has extensive training in HIV/AIDS treatment services. She received training in infectious disease management from Specialists at the University of Arizona's Petersen Clinic in 2011 and is an active member of the American Academy of HIV. More recently, Ms. Burke has participated in the following HIV related conferences and trainings:

- May 2011 – HIV Conference, Orlando, Florida
- March 2012 - American Academy of HIV Conference, Denver Colorado

Gilbert Montana – FNP-BC – Mr. Montana is a Family Nurse Practitioner with over 34 years of direct patient care experience. He has worked at Sun Life for nearly 11 years and has HIV training and expertise to deliver medical care and treatment for patients diagnosed with HIV infection and/or AIDS. Mr. Montana received training through the University of Arizona's Petersen Clinic in infectious disease management and he has experience treating patients with tropical diseases and malnutrition as a volunteer health care provider at a small hospital in Ghana, West Africa.

Mr. Montana is bi-cultural and fluent in Spanish. He is an active member of the American Academy of HIV and recently participated in the following HIV related conferences and trainings:

- January 2012 - STD/HIV update training
- March 2012 – American Academy of HIV Conference, Denver, Colorado

VI. PROPOSED SERVICE AREA

The RWPA Outpatient Ambulatory Medical Care Service is currently available at Sun Life’s Casa Grande site five days per week between the hours of 8:00 a.m. – 5 p.m. Sun Life is proposing to maintain this service delivery model if the Organization continues to receive Ryan White Part A grant funding. Sun Life’s service area encompasses all of Pinal County. The Organization proposes to serve Ryan White Part A Planning and Services Areas (PSA) #6: Apache Junction, Gold Canyon, Kearny, Maricopa, Oracle, Superior, Queen Valley and #7: Arizona City, Casa Grande, Coolidge, Eloy, Florence, Mammoth, Oracle, San Manuel, Stanfield. Sun Life currently operates two health centers in PSA 6 in Maricopa and Oracle and recently received federal funding to open a new site in Apache Junction by March 2014. In PSA 7, Sun Life has health center offices in Casa Grande, Coolidge, Eloy, and San Manuel. Sun Life’s outreach efforts will ensure that PLWHA living in all areas of Pinal County are aware of the RWPA Outpatient Ambulatory Medical Care Service available at the Casa Grande health center office.

VII. SPECIAL POPULATIONS SERVED

Sun Life currently serves a high percentage of PLWHA who identify as MSM and 27% of HIV/AIDS patients are Hispanic. The Organization is proposing to serve all individuals with HIV infection or AIDS diagnosis residing in Pinal County. Sun Life health centers will not deny services to any client due to inability to pay. Additionally, Sun Life has policies in place that prohibit discrimination against any patient on the grounds of race, color, religion, sex, national origin, age, or handicap.

Outreach and enrollment specialists at Sun Life will screen all new uninsured HIV-infected patients to determine whether they are eligible for RWPA funded services, based on their household size and income level. Patients who are not eligible for RWPA funded services may qualify for Sun Life’s Sliding Fee Program. Clients complete renewal of their eligibility for Ryan White Part A (RWPA) services every six months. Sun Life received federal funding to conduct outreach and in-reach to existing patients in order to provide assistance with enrollment in the health insurance marketplace or through AHCCCS. The Organization’s outreach and enrollment staff will conduct in-reach to current RWPA patients to assist them in enrolling for health insurance benefits through an ACA Pre-Existing Insurance Plan once this legislation goes into effect in January 2014.

VIII. CULTURALLY AND LINGUISTICALLY APPROPRIATE HIV/AIDS SERVICES

Sun Life offers culturally and linguistically appropriate services consistent with the identified needs of the patient population at each health center location and Program. More than half of the Organization’s patient population is Hispanic and an estimated 27% of these patients are monolingual Spanish Speakers. Sun Life ensures patient forms and educational materials as well as the patient handbook are available in both English and Spanish to accommodate the needs of the large Hispanic and linguistically isolated populations in the Pinal County service area. One of the RWPA Providers at Sun Life is bi-cultural and fluent in Spanish and currently serves as the assigned provider for monolingual Spanish speaking RWPA patients.

Sun Life contracts with an interpreter/translation assistance provider for Limited English Proficient (LEP) patients who speak languages other than Spanish. American Sign Language interpreters are also available to patients in need of this service. All services are age and culturally appropriate for the population served. The Organization makes it mandatory for staff to participate in cultural competency training on an annual basis in compliance with Joint Commission standards.

IX. SCOPE OF WORK

As discussed in the preceding Sections of this Narrative, Sun Life is proposing to provide a comprehensive service delivery model to meet the complex health care needs of individuals diagnosed with HIV and AIDS in Pinal County. The Organization proposes to serve two of the RWPA Planned and Services Areas in Pinal County, PSAs #6 and #7. The RWPA program administration and services are located on-site at Sun Life’s flagship main health center in Casa Grande. Sun Life designates two mid-level Providers with HIV training and expertise to deliver medical care and treatment to RWPA patients. These providers are both Master’s prepared Family Nurse Practitioners with

extensive direct patient care experience and prescribing authority. Sun Life will provide RWPA primary medical care and diagnostic tests and laboratory services as a direct service and will not utilize sub-contractors for this Program.

a. Referral Relationships:

Sun Life participates in the existing community-based continuum of care to increase the Organization's capacity to address all aspects of patients' needs. Sun Life has formal and informal client referral relationships in place with the following local providers to meet the additional medical, social and behavioral health care needs of PLWHA patient population served:

- HIV CARE Directions – Medical Case Management Services – formal
- University of Arizona (Petersen Clinic) - Infectious Disease Specialist Consultation Services - formal
- Casa Grande Regional Medical Center – Emergency Medical Services - formal
- Pinal Hispanic Council – Behavioral Health and Substance Abuse - formal
- Chicanos Por La Causa –HIV supportive services including Medical Case Management - informal
- Community Action Human Resources Agency – Social Services including housing and financial assistance – informal
- Pinal County Public Health Services District – Additional STD testing and surveillance services. - informal

Letters of Agreement/Support as well as MOUs with the above Agencies that have formal client referral relationships with Sun Life are included with this Submission as Attachment E.

b. Quality Management Program:

Sun Life currently participates in the Ryan White Part A Quality Management Program and is exceeding the projected goals for all required performance measures.

c. Budget, Revenues and Expenditures:

Sun Life anticipates providing RWPA Outpatient Ambulatory Medical Care Services to an estimated 11 RWPA patients during the proposed one-year contract period beginning on February 5, 2014. With the implementation of all provisions of the Affordable Care Act scheduled to take effect in January 2014, Sun Life projects that fewer patients will be eligible for RWPA services. The budget documentation provided with this Submission as Attachment A, provides Sun Life's projected costs to serve the proposed number of clients as well as an explanation for how the Organization derives the estimated costs. Sun Life will notify the County of any deviations or changes to the projected budget for the proposed contract within the 30 day required timeframe.

Sun Life has electronic financial and programmatic reporting systems in place to generate and submit all required reports to the RWPA Administrative Agency. The Organization submits electronic claims to the RWPA Administrative Agency for reimbursement for services rendered to RWPA patients, by the 15th of each month.

Sun Life has a policy and procedures in place to ensure that the Ryan White Part A Program is the payer of last resort. The Organization maximizes and monitors all other revenue streams including self-pay and all sources of third party reimbursements to offset program costs before using Ryan White funding. Outreach and enrollment specialists located on-site at the Casa Grande health center meet with new uninsured patients to determine their eligibility for Financial Assistance Programs including the RWPA program and assist patients with enrollment as needed. RWPA patients with an income above 100% FPL pay a nominal fee for services. Consistent with RWPA requirements, Sun Life ensures that fees assessed to RWPA patients do not exceed more than five percent of their household income. The Organization has all required RWPA policies and procedures in place related to Program Income and the handling of RWPA revenues. Sun Life's outreach and enrollment specialists as well as billing specialists have received training regarding RWPA financial and client eligibility requirements.

Sun Life maintains a separate tracking system for fees, charges, and/or donations collected for the delivery of RWPA services. The Organization applies fees, charges and/or donations received for RWPA services to provide additional RWPA services or to defray the costs of providing services to RWPA patients.

d. Financial Management System:

Sun Life uses practice and payment management software systems as well as other financial management software to manage financial processes at the organization's seven health center sites. The organization has board approved

Financial Management policies and procedures in place. Sun Life's financial management system is consistent with Generally Accepted Accounting Principles (GAAP). The organization uses a computerized accounting system that allows for timely submission of audit reports related to the financial performance of the organization and for special programs. This system generates reports related to revenue source, patient payer mix and aging of accounts. The organization maintains a separate Cost Center for each site, Department and Program to allow tracking of key performance data at the organizational and clinic level (by site). Sun Life implements an Asset tracking program (Bassets). This Software system includes a database for tracking capital assets and has bar code scanning capabilities to facilitate the process for maintaining inventory of capital assets.

e. Audit Requirements:

Sun Life complies with A-122 Cost Principles for Non Profit Organizations. Each year, Sun Life contracts with independent and qualified auditors to conduct the organization's annual financial audit in accordance with OMB Circular A-133. Sun Life selected a new firm to conduct its 2012 independent as a result of a competitive bid process for the Independent Audit Contract. The Firm presented a review of the key financial statements results provided from the 2012 fiscal year financial Audit to the Board in September 2012. While there were no significant deficiencies or instances of non-compliance reported in Sun Life's most recent (2012 – 2013) financial audit, the Auditors issued a Management Letter outlining the following recommendation:

1) Sun Life should review the sliding fee policies and design an internal sliding fee-training manual for Sun Life's discount programs and review associated policies with an anticipated completion date of December 1, 2014.

f. Special requirements:

Sun Life complies with all requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009. The Organization participates in provider technical assistance meetings and/or teleconference calls scheduled by the Administrative Agent throughout the year. In compliance with contract terms, Sun Life utilizes the CAREWare client level reporting software system.

g. Release of Information:

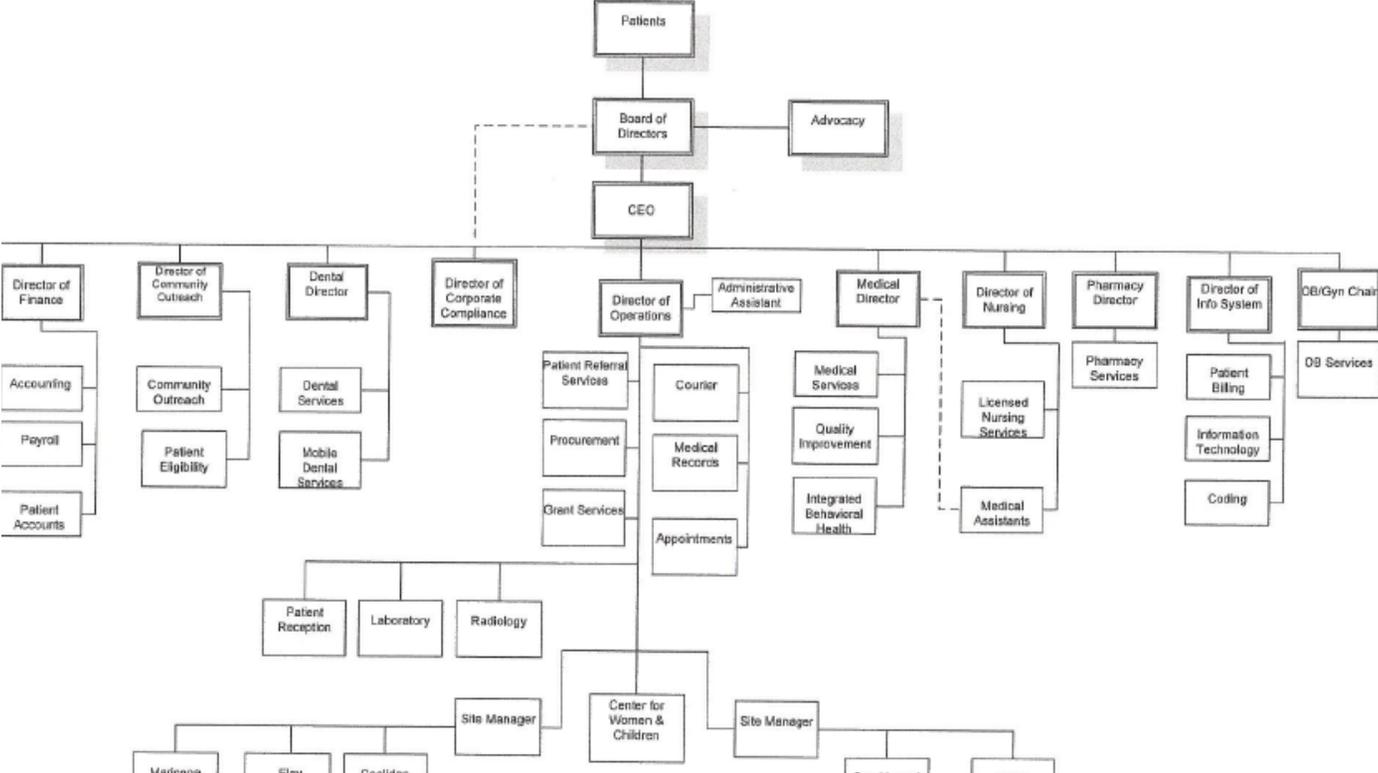
Sun Life ensures that each RWPA client file documenting the provision of Part A services contains a current Administrative Agent authorized release form signed and dated by the client or client's legal representative. The Organization complies with HIPAA privacy rules related to disclosure of patient information.

h. Confidentiality:

Sun Life has policies in place that address the safeguarding clients' confidential of medical, behavioral health and drug treatment information. All employees sign a confidentiality statement upon their hire. Sun Life complies 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.

ORGANIZATIONAL CHART

Sun Life Family Health Center



STAFF RESUMES

Marion J. Levett
500 N Metro Boulevard #2164
Chandler, Arizona 85226
(602) 821-6192

EDUCATION:

High-school: Stowmarket 2nd Modern School.

1982: West Suffolk Hospital School of Nursing.
RN Level 2

The Suffolk and Great Yarmouth College of Nursing and Midwifery.
RN Level 1

1991 LPN 1991 Mississippi State Boards

1993 RN 1993 Mississippi current Basic Life Support (BLS) and Adult
Cardiac Life Support (ACLS) self directed learning and courses.

Please refer to copies of certifications.

EXPERIENCE:

August 1994 -
Present Casa Grande Regional Medical Center, Casa Grande, Arizona
Staff Nurse/Relief Charge Telemetry Unit
Float Nurse to Intensive Care Unit (ICU)
Maintained nursing standards, objectives, policies, and procedures.
Responsible for Cardiac Monitoring. Preceptor for new staff inservice
sessions.
Resource to patient and families.
Identify patient problems, planning care daily evaluations.
Patient teaching.

April 1994-
August 1994 Float Nurse/Staff Nurse on Medical, Surgical ENT isolation and
Elderly Care Units.
Position included Team Leading, Care Planning, including asses,
planning implementation and evaluation.

November 1992-
April 1994 Senior Staff Nurse for 27 bedded Elderly Rehabilitation Unit.

Position included Team Leading, Care Planning, including asses, plan implementation, evaluation, nursing diagnosis.
Multi-disciplinary meeting, discharge needs and placements.
Responsible for Student Nurses, teaching and written evaluation.

April 1992-
November 1992 Education Conversion Course from Level 2 to Level 1.
(Enrolled Nurse to RN)

April 1989 -
April 1992 RN Level 2 Nurse
24 bedded Elderly Mentally Ill Unit.
Position Included team nursing, evaluation, and updating, nursing assessment and diagnosis. Care Planning, multi-disciplinary meetings, discharge needs.

January 1989-
March 1989 British Nursing Association Agency.
Various Positions in the General Hospital.

September 1987-
December 1988 RN Level 2. Male Medical Unit with 3 Critical Care Unit (CCU) beds
Newmarket General Hospital. Position included cardiac monitoring,
recording, 12 lead EICG, use of various infusion pump, supervision of
Level 2 student nurses, maintaining hospital policies.

March 1987-
September 1987 RN Level 2 Newmarket General Hospital. Position either ICU or
assisted Ventilation Units, Duties included, patients on Mechanical
Ventilation, use of iron lungs, setting up monitors, and recording
patients for sleep studies.

REFERENCES: references are available upon request.

Further information on positions prior to September of 1987, available
upon request.

Robert Donald Babyar, M. D.

Doctor of Medicine

University of Arizona College of Medicine, Tucson, Arizona
July 1994 - May 1998

Bachelor of Science in Medical Technology

Arizona State University, Tempe, Arizona
August 1988 - June 1993

Professional Memberships

American Society of Addiction Medicine

American Academy of Family Physicians

Arizona Academy of Family Physicians

American College of Physician Executives

Certifications

Medical Review Officer, December 2007- Present (recertification due December 2013)

Diplomate, American Board of Family Practice, 2001 – Present (last recertification 2007)

ACLS Certification, 1998 – Present (last recertification 2006)

Arizona State License #27759

Honors, Awards, and Positions

Board of Directors, Arizona Association of Community Health Centers

March 2003 – August 2005; January 2012-Present

Chairperson, Child Fatality Review Team (Pinal County)

July 2003 – March 2006

Resident of the Year 2000-2001

St. Joseph's Family Practice Residency, Phoenix Arizona

Chairman, Resident Leadership Council

St. Joseph's Hospital, Phoenix, Arizona, 2000 - 2001

Treasurer, American Student Association of Family Practice

University of Arizona College of Medicine, 1995 - 1996

Magna Cum Laude Graduate

Arizona State University, 1993

References available upon request

Robert Donald Babyar, M. D.

Home
812 N Miramar
Mesa, Arizona 85213-6229
480-854-8855(h) or 602-478-9767(c)
drdbabyar@hotmail.com

Work
Sun Life Family Health Center
865 N. Arizona Rd.
Casa Grande, AZ 85122
520-836-3446

Work Experience

Medical Director

Sun Life Family Health Center, Casa Grande, Arizona
January 2011- Present

Arizona Regional Medical Director-NextCare Urgent Care

Medical Provider Staffing Services, Mesa, Arizona
February 2009 – January 2011

Physician

Medical Provider Staffing Services, Mesa, Arizona
May 2008 - Present

Regional Medical Director

NextCare Urgent Care, Mesa, Arizona
October 2007 – January 2009

Medical Director

Sun Life Family Health Center, Casa Grande, Arizona
March 2003 – August 2007

Physician

Sun Life Family Health Center, Casa Grande, Arizona
August 2001 – August 2007

Physician

NextCare Urgent and Family Medicine, Mesa, Arizona
December 2000 – April 2008

Medical Technologist

Good Samaritan Regional Medical Center
April 1993-June 1994

Education

Chief Resident Physician

Family Practice Residency, St. Joseph's Hospital, Phoenix, Arizona
July 2000 - June 2001

Resident Physician

Family Practice Residency, St. Joseph's Hospital, Phoenix, Arizona
June 1998 - June 2001

Bessie Lynn Burk

P.O.Box 1514
 (9461 W. Farigan Lane)
 Arizona City, Arizona, 85223-1514
 (520) 466-8158
 bessieburk@msn.com

Objective

Family Nurse Practitioner position conducting Primary Care in a rural or community based clinic setting

Education

Master of Science in Nursing

Family Nurse Practitioner

• *Expected date of confirmed certification*

July 31, 2008

Expected graduation:
 May 2008

Northern Arizona University, Flagstaff Arizona

- Family Nurse Practitioner
- Rural Health emphasis
- Sigma Theta Tau Honor Society
- Northern Arizona University Tuition Waiver Scholarship recipient
- Presented evidence based project as poster presentation at Arizona State University EBP conference 2007

Related course work: Pediatric rotation, Women's health rotation, Young adult clinical experience, Obstetrics rotation, Geriatric rotation, Graduate level Evidence Based Practice education intervention project regarding adult education methods for skills related to diabetes mellitus

Bachelor of Science in Nursing

May 2006

Northern Arizona University, Flagstaff

- Rural Health emphasis
- Magna Cum Laude
- Gold Key honor society
- Dean's List
- Arizona Nurses Association Scholarship recipient
- Case Managers Association Scholarship recipient

Related course work: Evidence based practice project regarding positive patient outcomes. Community project involving community education regarding available resources to low income community members.

Associate of Science in Nursing

Central Arizona Community College, Coolidge Arizona May 1997

- Nursing student of the year 1997
- Dean's list
- Daughters of the Pioneers Scholarship recipient

Rural or Community Based clinic setting

Practice Goals

Perform primary care services to community members through a rural or community based clinic. Patient population to include adult, pediatric and women's services. Perform disease management and health care management follow-up for patient population. Anticipate remaining in community clinic or rural setting for at least three years. Maintain annual certification requirements through continuing education and seminar participation at the local and national level. Maintaining an integrative, holistic environment for patient education and interaction improves outcomes and patient engagement in health care activities including disease management and health care maintenance. Access to health care is better utilized when patients feel valued and engaged with the health care team. Interdisciplinary environments are necessary for positive patient outcomes regarding health care and disease management.

Experience

Nursing

Banner Good Samaritan Hospital
1111 E. McDowell, Phoenix Arizona
Kidney Center

Senior Clinical Manager: Melody Williams
(602) 239-3601

- Sept. 1998- current
- Hemodialysis and Apheresis treatments, including patient education
- Autonomy involving treatment scheduling and prescription algorithms
- Team leader role for acute care unit
- Patient population includes Adult, Pediatric, and Obstetric patients
- COMPASS awards for community involvement and advancing nursing professionalism 2002-2008
- Magnet status facility
- Mentor for registered nurses
- Preceptor for patient treatment modalities and role transition for nurses entering renal care
- CPR instructor certified through American Health and Safety Institute since 2004
- Interdisciplinary Team research regarding effects of eating on dialysis
- Interdisciplinary Team research regarding methodology of fluid removal on dialysis

Renal Care Group incorporated
Recent merging with Fresenius Medical Care
Mesa, Arizona

Clinical Manager: Unavailable due to merging
Corporate office for employment verification:
Fresenius Medical Care of North America
920 Winter Street
Waltham, Ma
(800) 662-1237

- Charge Nurse responsible for 18 patient outpatient unit 1997-1998
- Included managing hemodialysis patient care technicians and registered nurses
- Conducted staff and patient education modules
- Hemodialysis certified patient care technician duties 1989-1997

References

personal references upon request

Professional references

- Melody Williams
Senior Clinical Manager, Kidney Center and Outpatient Services
(602) 239-3601
- Lisa Donald
Clinical Manager, Kidney Center
(602) 239-4704
- Priscilla Tucker
Registered Nurse and Nursing Preceptor, Kidney Center
(602) 239-4704

Clinical Practice Experiences during FNP education

Fronsk Medical Center

Northern Arizona University, Flagstaff Campus

Flagstaff, Arizona

January 2007-May 2007

Primary Preceptor:

Dr. Karen Plager, FNP, DNS

Care provided to young adult clients enrolled at NAU as well as staff and faculty of NAU under direct supervision of preceptor. Performed direct patient education and interventions related to health care management and episodic visits.

Total of 150 clinical hours at this site

Marana Health Care

Marana Community Health Care Center

Marana, Arizona

August 2007- May 2008

Primary Preceptors:

Dr. O. Ahmed, MD

M. Sweeney, FNP

Dr. M. Tokeop, MD (pediatric)

Provided adult and pediatric primary care to community members under supervision of preceptors. Performed subjective/objective assessment and presented care plan for patients to relevant preceptor. Assisted with procedures under FNP scope of practice. Performed direct patient education related to disease management and health care maintenance.

Total of 600 clinical hours at this site

North Country Community Health Clinic

Flagstaff, Arizona

September 2007- May 2008

Primary Preceptor:

K. Holder, WNP

Obstetrics and gynecology related clinical hours under supervision of several preceptors engaged in practice at this site. Performed assessment and presented care plan for patients seen with preceptor.

Total of 40 hours at this site

Northern Arizona University

Flagstaff, Arizona

January 2008, two day event

Educational seminar conducted by:

A. Golden, FNP

Seminar provided educational material as well as procedural practice related to scope of practice for FNP. Procedures included in seminar: casting, splinting, suturing, and basic biopsy techniques.

Skills/Abilities

Leadership

- Chairperson for interdisciplinary team evaluating patient outcomes during inpatient hospital stays.
- Initiated patient chart review regarding outcomes after initiation of policy and procedure changes 2007
- Team leader role for acute care unit, responsible for daily scheduling of patient procedures and nursing staff utilization.
- Community leader for United Way funds allocation committee for Pinal County 2005-2007
- Chairperson unit operations committee for acute care unit

Community involvement

- Current CPR instructor for community and professionals, certified through American Health and Safety Institute, certification expires April 2009.
- Head Start annual physical assessment coordinator for Casa Grande-Toltec district 2003-current

Communication

- Presented poster presentation regarding evidence based practice analysis outcomes at Evidence Based Practice conference sponsored by Arizona State University 2007
- Change agent for policy and procedure changes
- Conducted educational modules for acute care nurses regarding positive patient outcomes
- Conducted evidence based practice educational events for acute care nurses

Professional Associations

Current

- American Academy of Nurse Practitioners, member since 2006
- American Nurses Association, member since 2000
- Arizona Nurses Association, member since 2004
- Holistic Nurses Association, member since 2004
- Sigma Theta Tau Honor Society, member since 2007

Former Associations

- American Nephrology association, member 1992-2007
- Student Nurses Association, member 2000-2005
- Gold Key Honor Society, member 2001-2008

Bessie Lynn Burk

Personal References

Jackie Gillespie

Phone 520-836-4639

723 E. Manor Drive
Casa Grande, AZ 85222

Friend- 18 years

Linda Lillard

Phone 520-466-5959

P.O. Box 11
Arizona City, AZ 85223

Friend and classmate- 5 years

Rock Todd

Phone 623-780-1029

4413 W. Topeka Drive
Phoenix, AZ 85308

Friend- 6 years

P.O. Box 564
Arizona City, AZ 85223 (520) 466-8908

Gilbert J. Montañó R.N., M.S.N., FNP-BC

Objective To be a positive interactive member of any organization seeking to enhance the lives in my community.

Experience 2007 – Current Dr. Franklin Baroi Casa Grande, AZ
Family Nurse Practitioner

- Provides general medical care and treatment to patients.
- Performs physical examinations and preventive health measures.
- Orders, interprets, and evaluates diagnostic tests to identify and assess patient's clinical problems and health care needs.
- Records physical findings, and formulates plan and prognosis, based on patient's condition.
- Prescribes or recommends drugs or other forms of treatment such as physical therapy, inhalation therapy, or related therapeutic procedures.
- May refer patients to physician for consultation or to specialized health resources for treatment.

1991– Current EL SOL Home Health Casa Grande, AZ
Administrator / Director of Nurses / Owner

- Provides direct leadership towards the care of clients through management of staff.
- Management of overall operations of agency.
- Liaison for patients with Physicians and Insurances
- Billing Accounts Receivables
- Quality Care Management / Outreach and marketing
- Patient care visits

2006 – Current Central Arizona College Coolidge, AZ
Clinical Nursing Professor

- Provides direct leadership towards the teaching of second year nursing students in critical care, intensive care areas.
- Coordination of educational learning experiences with staff of different nursing floors of hospital.
- Provide educational lectures to Nursing Students.

1990-1991 Pinal County Home Health Coolidge, AZ

Administrator / Director of Nurses

- Provides direct leadership towards the care of clients through management of staff.
- Management of overall operations of agency.
- Liaison for patients with Physicians and Insurances
- Quality Care Management

1988-1990 Tucson Medical Center Tucson, AZ

Staff RN / Cardiac Intensive services

1986-1987 Maxicare Urgent Care Tucson, AZ

Staff RN

1984-1986 Pinal General Hospital Florence, AZ

RN Emergency Room / Relief Hospital Supervisor

1983-1984 CIGNA Health plan Tucson, AZ

Phlebotomist

1979-1982 Pinal General Hospital Florence, AZ

Respiratory Therapy Tech, Nursing Assistant, Ward Clerk, E.R. Tech

Education

2003 - 2006 University of Phoenix Phoenix, AZ

- Masters of Nursing
- Family Nurse Practitioner

1983-1988 University of Arizona Tucson, AZ

- Bachelor of Science in Nursing.
- Bachelor of Science in Microbiology.

1979-1986 Central Arizona College Coolidge, AZ

- Associate of Applied Science in Nursing
- Associate of Science

Interests

Family (Wife/partner, 5 children, 2 grandchildren), Family activities Church, Coaching Youth Soccer, Golf, Guitar, Hunting, Hiking, Camping.

Community Involvement

Ordained Deacon of Southern Baptist Church, Sunday School Teacher for Youth at Trinity Southern Baptist Church, Certified Personal Financial Counselor for Trinity Southern Baptist Church, Past Member of Arizona Southern Baptist Convention Council, Past Member of the Gila Valley Baptist Association Council, Advisory Council member of Central Arizona College of Nursing, Professional Advisory Council member of RTA Hospice, Member of the Arizona Association for Homecare, Soccer Coach & Sponsor for the Casa Grande Soccer League - Age 10 - 14.

Past - Board of Director member of Pinal County Red Cross Chapter, Adult Sunday School Teacher, Chamber of Commerce Member for the City of Casa Grande, Board of Directors for the Arizona Association for Home Care, Member of National Association for Homecare, Congressional nomination for

West Point, Merchant Marine Academy and Air Force Academy, Board of Director for Rainbow Hospice, Accepted to Medical School at the University of Arizona and Western University of Health Sciences College of Osteopathic Medicine

Honorable Medical Discharge from United States Air Force Academy.

**Recent & Past
Experience**

July – August 2003

Volunteered at Stanfield Free Clinic and Baptist Medical Center in Nalerigu, Ghana, West Africa. I worked at a small hospital in the northern region of Ghana. My experiences included working with patients with Tropical diseases and malnutrition, assisting the Pediatricians, Internists and General Surgeons.



MARION JEAN LEVETT
RN084510
REGISTERED NURSE

Original License Date: 12/16/1993
Due For Renewal: 4/1/2016
Lawful Presence: Verified

License Status: 12/10/1996 - ACTIVE: GOOD STANDING,
7/1/2002 - MULTI STATE PRIVILEGES

Fingerprints: NO; Not required if originally licensed in Arizona prior to 1/1/1999

The Arizona State Board of Nursing's online verification system is a free service provided to licensees, certificate holders, employers and the public for primary source verification. In addition to verifying the person is licensed or certified through the website, users are encouraged to ask to view the current license/certificate, request a picture identification such as a driver's license or passport or Social Security card to verify the person's identity. (Note: Accepting a photo copy of the license may not be a reliable verification that the person is licensed.)

MD PROFILE PAGE



Arizona Medical Board

[Printer Friendly Version](#)

General Information

Robert D. Babyar MD	License Number: 27759
Sun Life Family Helath Center	License Status: Active
865 N. Arizola Rd	Licensed Date: 09/03/1999
Casa Grande AZ 85122	License Renewed: 02/02/2012
Phone: (520) 836-3446	Due to Renew By: 03/07/2014
	If not Renewed, License Expires: 07/07/2014

Education and Training

Information up to the date of initial licensure is verified by the Board. Information provided by the physician after this date is not verified by the Board.

Medical School:	UNIV OF AZ COLL OF MED Tucson, Arizona
Graduation Date:	05/16/1998
Residency:	06/23/1998 - 06/30/2001 (Family Practice) ST JOSEPH'S HOSPITAL & MEDICAL CENTER PHOENIX , AZ
Area of Interest	Family Practice (ABMS Board Certified)

The Board does not verify current specialties. For more information please see the American Board of Medical Specialties website at <http://www.abms.org> to determine if the physician has earned a specialty certification from this private agency.

Board Actions

None

A person may obtain additional public records related to any licensee, including dismissed complaints and non-disciplinary actions and orders, by making a written request to the Board. The Arizona Medical Board presents this information as a service to the public. The Board relies upon information provided by licensees to be true and correct, as required by statute. It is an act of unprofessional conduct for a licensee to provide erroneous information to the Board. The Board makes no warranty or guarantee concerning the accuracy or reliability of the content of this website or the content of any other website to which it may link. Assessing accuracy and reliability of the information obtained from this website is solely the responsibility of the user. The Board is not liable for errors or for any damages resulting from the use of the information contained herein.

Please note that some Board Actions may not appear until a few weeks after they are taken, due to appeals, effective dates and other administrative processes.

Board actions taken against physicians in the past 24 months are also available in a [chronological list](#).

Credentials Verification professionals, please [click here](#) for information on use of this website.

[Handwritten initials]

[Handwritten signature]

ARIZONA MEDICAL BOARD
This is to certify that
Robert Donald Babyar, M.D.
License # 27769 is duly licensed in accordance with A.R.S. §32-1430 and/or A.R.S. §32-1434 and is hereby entitled to practice medicine as prescribed by the License last issued.
RENEW BY 03/07/2014

Signed in Scottsdale
02/02/2012 Fee \$500.00

Executive Director:

[Handwritten initials]
[Handwritten signature]

By my signature below, I certify my compliance with all statutes, rules and regulations governing licensure as an allopathic physician in the State of Arizona. Should I become ineligible to hold such a license during my current renewal period, I agree to forfeit this card.

[Handwritten signature]

Arizona Medical Board
9545 East Doubletree Ranch Road
Scottsdale, Arizona 85258-5539



BESSIE LYNN BURK

RN098453

REGISTERED NURSE

Original License Date: 6/9/1997
Due For Renewal: 4/1/2015
Lawful Presence: Verified
License Status: 6/9/1997 - ACTIVE: GOOD STANDING,
8/30/2010 - DEATH CERTIFICATE EDUCATION COMPLETED,
7/1/2002 - MULTI STATE PRIVILEGES
Fingerprints: NO; Not required if originally licensed in Arizona prior to 1/1/1999

Handwritten: 2-25-11
100-11

The Arizona State Board of Nursing's Online Verification system is a free service provided to licensees, employers and the public. Online verification should not be the sole source of verification and the original license, drivers license or social security card should be requested to determine validity. Do not accept a photo copy of the license as a reliable verification that the person is licensed.

HEALTHCARE PROVIDER HEALTHCARE PROVIDER

Healthcare Provider



American Heart Association

Training Center Name HEARTSAVERS INC

1-866-466-6632

↑
PEEL
HERE
↑

Bessie Buck

This card certifies that the above individual has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association BLS for Healthcare Providers (CPR and AED) Program.

FEB 17 2012

Issue Date

FEB 17 2014

Recommended Renewal Date

TC

Info City MESA ARIZONA St AZ

Course Location RESUS 4 LIFE

Instructor Name DIANE CRAMER # 561-59 Inst. ID #

Holder's Signature *Diane Cramer*

© 2011 American Heart Association. Temporary Card valid only after its approval. 90-1801

This card contains unique security features to protect against forgery.



GILBERT JOSEPH MONTANO [View Printable](#)

AP2668

ADV PRACTITIONER

Original License Date: 7/5/2007
 Due For Renewal: 4/1/2016
 Lawful Presence: Verified
 License Status: 7/5/2007 - ACTIVE: GOOD STANDING,
 3/8/2012 - DEATH CERTIFICATE EDUCATION COMPLETED,
 7/5/2007 - VALID IN ARIZONA ONLY
 Prescribing Privileges: YES
 Dispensing Privileges: YES
 AP Specialty Type: FAMILY NURSE PRACTITIONER
 Fingerprints: NO: Not required if originally licensed in Arizona prior to 1/1/1999

The Arizona State Board of Nursing's Online Verification system is a free service provided to licensees, employers and the public. Online verification should not be the sole source of verification and the original license, drivers license or social security card should be requested to determine valid not accept a photo copy of the license as a reliable verification that the person is licensed.



Healthcare
Provider



Training Center Name **WIZARD EDUCATION** TC ID # **AZ15627**

TC Info **Wittmann AZ 85361** TC **623-388-8900**

Course Location **CASA GRANDE REGIONAL MEDICAL CENTER**

Instructor Name *Annette Topf* Inst. ID # **1080667165**

Holder's Signature *Gilbert Montano FNP*

© 2011 American Heart Association. Tampering with this card will alter its appearance. 90-1801

→
PEEL
HERE
→

Gilbert Montano

This card certifies that the above individual has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association BLS for Healthcare Providers (CPR and AED) Program.

January 18, 2013

January 2015

Issue Date

Recommended Renewal Date

This card contains unique security features to protect against forgery.



ACLS
Provider



→
PEEL
HERE
→

Gilbert Montano

This card certifies that the above individual has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Advanced Cardiovascular Life Support (ACLS) Program.

January 18, 2013
Issue Date

January 2015
Recommended Renewal Date

Training Center Name **WIZARD EDUCATION** TC ID # **AZ15627**

TC Info **Wittmann AZ 85361** TC **623-388-8900**

Course Location **CASA GRANDE REGIONAL MEDICAL CENTER**

Instructor Name *Annette Topf* inst. ID # *1080667165*

Holder's Signature *Gilbert Montano*

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This card contains unique security features to protect against forgery.

PROPERTY OF THE
ARIZONA DEPARTMENT OF HEALTH SERVICES



Sun Life Health Center, Inc., dba
SUN LIFE FAMILY HEALTH CENTER
865 North Arizona Road
Casa Grande, Arizona 85222

This facility is licensed to operate as an **OUTPATIENT TREATMENT CENTER**

This license has been issued under the authority of Title 36, Chapter 4, Arizona Revised statutes and pursuant to Department of Health Services' Rules, is not transferable and is valid only for the location identified above.

License Effective:

From: **November 1, 2013** To: **October 31, 2014**

Issued: **August 27, 2013**

Number: **OTC0004**

Deanna B. Becken
Recommended By:

Wm. C. B. M.D.

Issued By: Assistant Director

PURSUANT TO A.R.S. §41-109.2.11 (A), UPON SUBMITTAL OF A TIMELY AND SUFFICIENT APPLICATION
THIS LICENSE WILL REMAIN IN EFFECT UNTIL REISSUED OR REVOKED
TO BE FRAMED AND DISPLAYED IN A CONSPICUOUS PLACE

STATEMENTS OF REFERRAL AGREEMENT and MOUs



Section of Infectious Disease
Department of Medicine

Arizona Health Sciences Center
1501 N. Campbell Ave.
PO Box 245039
Tucson, Arizona 85724-5039

MEMORANDUM OF AGREEMENT
between
Petersen HIV Clinic
and
Sun Life Family Health Center

This Memorandum of Agreement (MOA) is entered into this 16th day of December 2011 by and between Petersen HIV Clinic and the Sun Life Family Health Center.

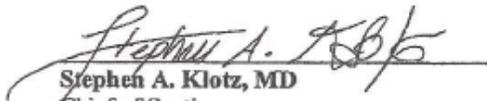
Sun Life Family Health Center is contracted by the Maricopa County Ryan White Part A Program to provide services to HIV infected individuals. Within the Maricopa County Ryan White Part A contract there is a requirement that providers have either an accreditation from the American Academy of HIV Medicine (AAHIVM) or a formal agency level policy requiring medical providers' formal use and linkage to providers with AAHIVM accreditation or Infectious Disease Specialists for HIV/AIDS treatment advice and consultation. This will enable them to comply with all Ryan White Part A Policies and Procedures (P&P), US Public Health Guidelines and RW Planning Council Standards for Outpatient Ambulatory Care (OAC).

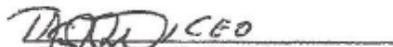
This Memorandum of Agreement will establish a mechanism for which Sun Life Family Health Center can seek consultation and advice from the infectious disease specialists with the Petersen HIV Clinic.

Petersen HIV Clinic agrees to provide 24/7 clinical consultation support via the Physician Resource Line: (800) 777-7552; (520) 694-5868 to Sun Life Family Health Center.

Sun Life Family Health Center agrees to seek guidance on HIV Management issues as needed from the Infectious Disease Physicians at the Petersen HIV Clinic.

This agreement will become effective when signed by all parties.


Stephen A. Klotz, MD
Chief of Section
Section of Infectious Diseases
Department of Medicine
Arizona Health Sciences Center


Sun Life Family Health Center

Memorandum of Understanding between
Sun Life family Health Center
And
HIV Care Directions® (HIVCD), a Program of the Area Agency on Aging, Region One

For the purpose of initiating a
Collaborative and Coordinated Continuum of Services

Whereas: Sun Life Family Health Center, Inc., a federally qualified local private not-for-profit community based organization, is committed to providing primary health care in the communities of Pinal County. The organization's overall goal is to ensure comprehensive, high quality services to all people in need of affordable, accessible, and culturally effective primary care. Sun Life is entering into this program as a HIV medical care provider to patients through the Ryan White Part A Program (The Program). And

Whereas: The HIV Care Directions® (HIVCD), a Program of the Area Agency on Aging, Region One is entering into this Memorandum of Understanding with Sun Life Family Health Center, Inc., to provide specialized case management assessments, care planning, eligibility intakes and linkages to services to meet each Ryan White Part A Program (The Program) patient's identified needs.

Sun Life Family Health Center will provide the following as a collaborating partner:

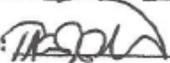
1. Provide ongoing primary HIV medical care to patients in The Program, and
2. Provide HIVCD fully operational (telephone, internet access, etc.) office space at the Casa Grande Family Practice for onsite case management.

HIV Care Directions® (HIVCD) will provide the following as a collaborating partner:

1. Conduct medical enrollment for patients eligible for The Program, and
2. Provide a comprehensive case management assessment, develop individualized care plans with each client, including specialty care outside the scope of the patient's primary care provider, and
3. Provide linkage to other services including financial assistance, supportive services and medical transportation.

This Memorandum of Understanding is a voluntary agreement of the parties and is terminable by any party by written notice to the other parties. This Memorandum of Understanding is not enforceable by legal action.

The proposed **MEMORANDUM OF UNDERSTANDING** was reviewed and approved by both parties on this 12th day of January, 2012 DE

Signature: 

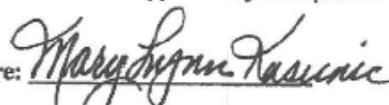
Name: Travis J. Robinette

Title: Chief Executive Officer

Date: January 12, 2012

Agency:

Sun Life Family Health Center, Inc.

Signature: 

Name: Mary Lynn Kasunic

Title: President & CEO

Date: January 12, 2012

Agency:

*Area Agency on Aging, Region One,
HIV Care Directions® (HIVCD)*



Casa Grande Regional Medical Center

"Your Community Partner in Healthcare"

1800 East Florence Blvd., Casa Grande, AZ 85122

Phone: 520-381-6300 ♦ Fax: 520-381-6435

Memorandum of Understanding

Statement of Support/Referral Relationship

Between Sun Life Family Health Center (Sun Life) and Casa Grande Regional Medical Center (CGRMC)

Whereas Sun Life a Federally Qualified Health Center (FQHC) is committed to directing the primary care services of patients diagnosed with HIV/AIDS. Sun Life's mission is to deliver comprehensive, high quality services to all people in need of affordable, accessible and culturally effective health care.

Whereas CGRMC a full-service, non-profit, community-owned hospital is committed to providing quality health care to the Casa Grande community as well as the surrounding areas in a caring and compassionate environment.

Sun Life and CGRMC both understand the importance of a strong referral relationship in order to provide a seamless service delivery system to benefit the clients that we serve. To that end, our organizations agree to the following as evidence of a collaborative relationship to help individuals living with HIV/AIDS address all of their service needs.

- Sun Life and CGRMC will cross refer clients based on the needs of the clients.
- Sun Life and CGRMC will educate clients about programs and series available from each agency.
- Sun Life and CGRMC will pursue available opportunities to collaborate for the mutual benefit of our clients.
- Sun Life and CGRMC will remain open to all immediate and future opportunities to enhance this collaborative effort.

Rona Curphy, President/CEO
Casa Grande Regional Medical Center

11/8/2013

Date

Travis J. Robinette, CEO
Sun Life Family Health Center

11/8/13

Date

PINAL HISPANIC COUNCIL



BEHAVIORAL HEALTH SERVICES

Memorandum of Understanding
Statement of Support/Referral Relationship
Between Sun Life Family Health Center (Sun Life) and Pinal Hispanic Council (PHC)

Whereas Sun Life a Federally Qualified Health Center (FQHC) is committed to directing the primary care services of patients diagnosed with HIV/AIDS. Sun Life's mission is to deliver comprehensive, high quality services to all people in need of affordable, accessible and culturally effective health care.

Whereas PHC a 501 (c) 3 non-profit organization, provides culturally competent behavioral health services to all individuals in need. PHC offers a full and integrated continuum of behavioral health care that allows for placing individuals in the most appropriate level of treatment for their needs.

Sun Life and PHC both understand the importance of a strong referral relationship in order to provide a seamless service delivery system to benefit the clients that we serve. To that end, our organizations agree to the following as evidence of a collaborative relationship to help individuals living with HIV/AIDS address all of their service needs.

- Sun Life and PHC will cross refer clients based on the needs of the clients.
- Sun Life and PHC will educate clients about programs and series available from each agency.
- Sun Life and PHC will pursue available opportunities to collaborate for the mutual benefit of our clients.
- Sun Life and PHC will remain open to all immediate and future opportunities to enhance this collaborative effort.

Ralph Varela, CEO
Pinal Hispanic Council

11/06/13
Date

Travis J. Robinette, CEO
Sun Life Family Health Center

11/05/13
Date

Leo Lew
Assistant
County Manager

Administrative
Services



Greg Stanley
Interim
County Manager

November 7, 2013

Mr. Travis Robinette, CEO
Sun Life Family Health Center
865 N. Arizola Road
Casa Grande, AZ 85122

RE: Statement of Support/Referral Relationship

Dear Mr. Robinette:

Pinal County Public Health Services District supports Sun Life Family Health Center's (Sun Life) Ryan White Part A grant proposal to direct the primary health care services of patients diagnosed with HIV/AIDS living in Pinal County. We recognize that these services are consistent with Sun Life's mission to deliver comprehensive, high quality services to all people in need of affordable, accessible and culturally effective health care.

Sun Life is a long time community partner for the Pinal County Public Health Services District (PHSD) and we welcome opportunities to work jointly with your Organization to fill existing service gaps. Our mission is to provide disease prevention, health promotion and nutrition services to the residents of Pinal County so they can live healthy and productive lives. PHSD provides a wide range of public health services including immunization, family planning services, WIC as well as testing for HIV and STDs.

Sun Life and PHSD both understand the importance of a strong referral relationship in order to provide a seamless service delivery system to benefit the clients that we serve. To that end, our organizations agree to the following as evidence of a collaborative relationship to help individuals living with HIV/AIDS address all of their service needs:

- Sun Life and PHSD will cross refer clients based on the needs of the clients.
- Sun Life and PHSD will educate clients about programs and series available from each agency.
- Sun Life and PHSD will pursue available opportunities to collaborate for the mutual benefit of our clients.
- Sun Life and PHSD will remain open to all immediate and future opportunities to enhance this collaborative effort.

We commend Sun Life's continued efforts in helping to increase access to health care services for persons living with HIV/AIDS in the Pinal County service area.

Sincerely,



Tom Schryer, MBA
Director of Public Health

AMENDMENT No. 1
To
SERIAL 13126-RFP RYAN WHITE PART A PROGRAM – OUTPATIENT AMBULATORY MEDICAL CARE
Between
Sun Life Family Health Center, Inc.
&
Maricopa County, Arizona

WHEREAS, Maricopa County, Arizona (“County”) and Sun Life Family Health Center, Inc. have entered into a Contract for Ryan White Part A Program – Outpatient Ambulatory Medical Care dated March 26, 2014 (“Agreement”) and effective March 26, 2014, County Contract No. 13126-RFP.

WHEREAS, County and Sun Life Family Health Center, 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 4.36:

Add the following language to the contract terms:

4.36 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 4.37:

Add the following language to the contract terms:

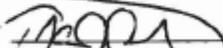
4.37 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

- 4.37.1 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;
- 4.37.2 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
- 4.37.3 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.

SUN LIFE FAMILY HEALTH CENTER, INC


Authorized Signature

Travis J Robinette
Printed Name and Title

5-2-14
Date

MARICOPA COUNTY:


Chief Procurement Officer

5/15/14
Date

SUN LIFE FAMILY HEALTH CENTER, 865 N ARIZOLA RD, PO BOX 10097, CASA GRANDE, AZ 85122

PRICING SHEET: 94874

Terms:	NET 30
Vendor Number:	2011004480 0
Telephone Number:	520-836-3446
Fax Number:	
Contact Person:	Sonya Wilkins
E-mail Address:	SonyaW@slfhc.org
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2019.