

**SERIAL 15039 RFP RYAN WHITE PART A SERVICES - EARLY INTERVENTION SERVICES  
Contract - Terros Inc.**

**DATE OF LAST REVISION: September 23, 2015 CONTRACT END DATE: September 30, 2018**

**CONTRACT PERIOD THROUGH SEPTEMBER 30, 2018**

TO: All Departments  
FROM: Office of Procurement Services  
SUBJECT: Contract for **RYAN WHITE PART A SERVICES - EARLY INTERVENTION SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 23, 2015**.

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

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Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

AS/mm  
Attach

Copy to: Office of Procurement Services  
Carmen Batista, Employee Benefits and Health (Ryan White)  
Rose Connor, Employee Benefits and Health (Ryan White)



## CONTRACT PURSUANT TO RFP

**SERIAL 15039-RFP**

This Contract is entered into this 23<sup>rd</sup> day of September, 2015 by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and Terros, Inc., an Arizona corporation (“Contractor”) for the purchase of Early Intervention Services.

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 23<sup>rd</sup> day of September, 2015 and ending the 30<sup>th</sup> day of September, 2018.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (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 sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 FEE ADJUSTMENTS:

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

### 3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit “B.”
- 3.2 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.
- 3.3 INVOICES:
  - 3.3.1 The Contractor shall submit electronically to the Administrative Agent one (1) legible copy of their detailed monthly invoice before payment(s) can be made.
  - 3.3.2 Contractor will submit the invoice packet for services performed on or before the fifteen (15<sup>th</sup>) calendar day following the month in which services were performed.
  - 3.3.3 The invoice must include the requirements as outlined in the Ryan White Part A’s current policies and procedures manual.

- 3.3.4 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.
- 3.3.5 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.
- 3.3.6 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 (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 3.3.7 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.

3.4 APPLICABLE TAXES:

- 3.4.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.4.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.4.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.5 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.6 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

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

**3.7 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)**

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

**4.0 AVAILABILITY OF FUNDS:**

4.1 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 County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 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.

**5.0 DUTIES:**

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County may 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.

**6.0 TERMS and CONDITIONS:**

**6.1 INDEMNIFICATION:**

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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.

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

6.2 INSURANCE.

- 6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 6.2.8 Commercial General Liability
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 6.2.9 Automobile Liability
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Lessee's owned,

hired, and non-owned vehicles assigned to or used in performance of the Lessee's work or services or use or maintenance of the Premises under this Lease.

6.2.10 Workers' Compensation

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Lessee's employees engaged in the performance of the work or services under this Lease; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.11 Professional Liability

Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 aggregate claims.

6.2.12 Certificates of Insurance.

6.2.12.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements 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 identify this contract number and title.

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

6.2.12.3 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.

6.2.13 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.

6.3 FORCE MAJEURE

6.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best

efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.3.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.3.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.4 **WARRANTY OF SERVICES:**

6.4.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.4.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.5 **PROCUREMENT CARD ORDERING CAPABILITY:**

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

6.6 **INTERNET ORDERING CAPABILITY:**

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.7 **REQUIREMENTS CONTRACT:**

6.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

6.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.8 Suspension of Work

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.9 Stop Work Order

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 6.9.1 Cancel the stop-work order; or
- 6.9.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.
- 6.9.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

6.11 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.

6.12 TERMINATION:

- 6.12.1 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.
- 6.12.2 This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
- 6.12.3 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.

**6.13 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.

**6.14 TERMINATION FOR CONVENIENCE:**

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

**6.15 TERMINATION FOR DEFAULT:**

6.15.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.15.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.15.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.15.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**6.16 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any 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.

**6.17 FINANCIAL STATUS:**

- 6.17.1 All Respondents shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return prepared in accordance with Generally Accepted Accounting Principles or Standards. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a response, and to declare a Respondent non-responsive as that term is defined in the Maricopa County Procurement Code.
- 6.17.2 If a Respondent is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Respondent or receiver has been appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency law, the Respondent must provide the County with that information, which the County may consider that information during evaluation. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County in a response, including, but not limited to a determination that the Respondent be declared non-responsive, and suspended or debarred, as those terms are defined in the Maricopa County Procurement Code.
- 6.17.3 By submitting a response to the Request for Proposal, the Respondent agrees that if, during the term of any Contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a Respondent or receiver is appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency law, the Respondent will immediately provide the County with a written notice to that effect and will provide the County with any relevant information it requests to determine whether the Respondent will be capable of meeting its obligations to the County.

**6.18 CONTRACTOR LICENSE REQUIREMENT:**

- 6.18.1 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.
- 6.18.2 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.

**6.19 USE OF SUBCONTRACTORS:**

- 6.19.1 The use of subcontractors and/or consultants shall be pre-approved by the County. If the use of subcontractors is approved by County, the Contractor agrees to use written subcontract/consultant agreements which conform to Federal and State laws, regulations and requirements of this Contract appropriate to the service or activity covered by the subcontract. These provisions apply with equal force to the subcontract as if the subcontractor were the Contractor referenced herein. The Contractor is responsible for

Contract performance whether or not subcontractors are used. The Contractor shall submit a copy of each executed subcontract to County within fifteen (15) days of its effective date.

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

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

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

6.19.2 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.

6.19.3 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 subcontractual arrangement between the Contractor and the subcontractor.

6.20 REFERENCES:

Respondents must provide in this application (SEE RESPONDENTS REFERENCES ATTACHMENT D) and at the County's request at any time during the life of this contract at least three (3) reference accounts to which they are presently providing like service and/or to which they provide or receive HIV/AIDS service referrals. Included must be the name of the government or company, individual to contact, phone number, street address and e-mail address. Preference may be given to Respondents providing government accounts similar in size to Maricopa County.

6.21 CONTRACTOR STATUS:

The Contractor is an independent Contractor in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee, or agent of Maricopa County.

6.22 PROPRIETARY INFORMATION:

Proprietary information submitted by a Respondent in response to a Request for Proposal shall be labeled as proprietary and remains confidential as determined by law or regulation.

6.23 CONTRACT REPRESENTATIVES:

Any changes in the method or nature of work to be performed under a Contract must be processed by the County's authorized representative. Upon the execution of a Contract, the County will name its representative who will be legally authorized to obligate the County.

6.24 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.

6.25 ADDITIONS/DELETIONS OF SERVICE:

6.25.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

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

6.26 VALIDITY:

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 the Contract.

6.27 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.

6.28 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.29 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.30 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.30.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

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

6.30.1.2 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;

6.30.1.3 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

6.30.1.4 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.

6.30.2 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.

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

6.31.1 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.

6.31.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.31 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.

**6.32 INFLUENCE**

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

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

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

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

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

**6.33 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS.**

6.33.1 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;

6.33.2 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.

6.33.3 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).

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

6.34.1 In accordance with section MCI 371 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.

6.34.2 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.

6.34.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

**6.35 AUDIT DISALLOWANCES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**6.36 CONTRACT COMPLIANCE MONITORING:**

6.36.1 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.

- 6.36.2 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.
- 6.36.3 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.
- 6.36.4 The Contractor shall submit reports to County as requested that detail performance and allow review of budget, cost of services and unit cost methodology.

6.37 RESTRICTIONS ON USE OF FUNDS:

- 6.37.1 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:
  - 6.37.1.1 Under any State compensation program, under any insurance policy, or under any Federal, State, or county health benefits program; or
  - 6.37.1.2 By an entity that provides health services on a prepaid basis.
- 6.37.2 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.
- 6.37.3 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.
- 6.37.4 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.
- 6.37.5 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.
- 6.37.6 The Ryan White Act limits the administrative expenses to not more than ten percent (10%) of the total grant award. The Act defines allowable "administrative activities" to include:
  - 6.37.6.1 Usual and recognized overhead, including established indirect rates for agencies;
  - 6.37.6.2 Management and oversight of specific programs funded under this title; and
  - 6.37.6.3 Other types of program support such as quality assurance, quality control, and related activities."

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

- 6.38.1 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.
- 6.38.2 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.
- 6.38.3 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.

**6.39 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 of the contract.

**6.40 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.

**6.41 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.

**6.42 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.

**6.43 PUBLIC RECORDS:**

Under Arizona law, 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 and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary 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 from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.44 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.45 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.

6.46 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.47 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

6.48 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.*

6.49 ANTI-KICKBACK REGULATIONS:

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

6.49.2 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.

6.49.3 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.

6.49.4 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

6.49.5 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

6.49.6 The Contractor shall have employee policies that discourage:

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

6.50 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.

6.51 INCORPORATION OF DOCUMENTS:

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

6.51.1 Exhibit A, Service Provider Application;

6.51.2 Exhibit B, Pricing/RWPA Price/Budgets Sheet; and

6.51.3 Exhibit C, Scope of Work.

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:

Terros, Inc.  
Attn: Ms. Debbie Tinsley  
3003 N. Central Ave #200  
Phoenix, AZ 85012

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

**CONTRACTOR**

*Peggy J. Chase*  
AUTHORIZED SIGNATURE

Peggy J. Chase, President and CEO  
PRINTED NAME AND TITLE

3003 N. CENTRAL Ave. Suite 200 Phoenix AZ 85012  
ADDRESS

8/18/15  
DATE

**MARICOPA COUNTY**

\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

**ATTESTED:**

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM:**

\_\_\_\_\_  
LEGAL COUNSEL

\_\_\_\_\_  
DATE

**EXHIBIT A**  
**SERVICE PROVIDER APPLICATION**

Organization: Terros, Inc.

Address: 3003 N. Central Ave., Suite 200

City: Phoenix State: Arizona Zip: 85012 Telephone: 602-685-6000

Executive Director/CEO: Peggy J. Chase

Person completing this form: Jamal Brooks-Hawkins, Terros TOGETHER Programs

Contact Telephone: 602-302-7801

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

Years in Business: 45 years

Maricopa County Vendor Registration Complete:  Yes  No

Vendor Number: 000002674.

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

Service Site Location #1: Organization: Address: 333 E. Indian School Rd:

City: Phoenix State: AZ Zip: 85012

Telephone: 602-302-7801

Service Site Location #2: Organization: Services will also take place at various community locations as outlined in the narrative.

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 5

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

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:

Not applicable

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: Arizona Department of Health Services –since 1992

Grant fund 2: Aunt Rita’s Foundation –since 2004

Grant fund 3: Maricopa County RBHA (Magellan/Mercy Maricopa Integrated Care)-1999

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

If yes, describe your system:

Terros has demonstrated excellent stewardship of public funds. Terros receives funds from all levels of government including federal, state, and local and uses a sophisticated financial system with checks and balances to ensure that all funds are spent in a timely manner especially for the items that are outlined in the particular grant or contract. Terros also has an outside audit performed yearly to ensure appropriate expenditures of all funds.

Terros develops its cost accounting capabilities and practices following established principles for determining costs of grants, contracts and other agreements. Financial reporting is supported by methods consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budgets (OMB) Circular A-122 ‘Cost Principles for Non-Profit Organizations, and funding agency requirements.

Terros has a proven track record of revenue and expenditure management, including the management of federal allocations. Terros has averaged \$2.96 million in Federal Awards during the past five years and during the same time has received an unqualified opinion, the highest rating possible, from Certified Independent Auditors in each of those years. Terros’ internal controls processes involve review by competent financial staff and management.

The Terros Financial Department regularly meets with program managers to review expenditures in comparison to the budget. Terros embraces financial accountability for both federal and non-federal programs by distributing financial reports on a monthly, quarterly and annual basis to stakeholders. In addition, Terros conducts regular internal audits and business planning meetings with managers to support and sustain program goals and objectives. The organization has continually proven itself in its unique ability to be both fiscally responsible and programmatically driven.

Terros maintains a full staff with finance and accountancy capabilities. The Terros financial staff includes a chief financial officer, director, controller, and accountants and analysts with financial planning capabilities. Terros obtains an external audit annually from a professional auditing corporation

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

Not applicable.

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)? XX Yes No

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

Not applicable

Organizational Chart attached? XX Yes or No Resumes attached? XX Yes or No  
Licenses /Credentials attached? Yes or XX No

There are no licensure or credentialing associated with the Terros TOGETHER Programs site or staff that will be providing services.

**EXHIBIT B  
PRICING & BUDGET FORM**

DATE PREPARED 5/4/15

PREPARED BY: Jamal Brooks-Hawkins

**NAME OF ORGANIZATION:** Terros, Inc.

Fed. Employee ID # (FEIN) 86-0252067

DUNS # 609981261

ADDRESS: 3003 N Central Ave  
Phoenix, AZ 85012

**AUTHORIZED CONTACT** Barb Garden

TELEPHONE 602-685-6105 FAX 602-265-6972

E-MAIL barb.garden@terros.org

**PRIMARY CONTACT** Jamal Brooks-Hawkins

TELEPHONE 602-302-7801 FAX 602-262-1426

EMAIL jamal.brooks-hawkins@terros.org

CONTRACT NUMBER

**SERVICE CATEGORY** Early Intervention Services

BUDGET PERIOD: 7/22/2015 7/22/2018  
Start Date End Date

**CONTRACT AMOUNT** \$90,000.00

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

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

Date Prepared: 5/4/2015

**(Section I)**

Organization  
Service Category  
Budget Period

<b>Terros, Inc.</b>		
<b>Early Intervention Services</b>		
7/22/2015	Through	7/22/2018

**(Section II)**

Contract Amount **\$90,000.00**

Operating Expenses		FTES	Administrative Budget	Direct Service Budget	Total Budget
			0.00	1.50	1.50
Personnel:	Salaries		\$ -	\$ 47,236.80	\$ 47,236.80
Personnel:	Fringe/Benefits		-	14,090.74	14,090.74

Subtotal: Personnel/Fringe Benefits **61,327.54**

Other Operating Expenses				
Travel		-	2,991.15	2,991.15
Supplies		-	10,881.00	10,881.00
Equipment		-	-	-
Contractual		-	-	-
Program Support		372.00	6,640.85	7,012.85
Other Professional Services		2,314.00	-	2,314.00

Subtotal: Other Operating Expenses **23,199.00**

**Total Operating Expenses 84,526.54**

(Personnel and Other Direct Costs)

<b>Indirect Costs</b>		<b>5,473.46</b>	<b>5,473.46</b>
Enter Indirect Cost Rate (may not exceed 10% of Direct Costs)	6.69%	<i>Providers claiming an indirect cost must submit their most current negotiated indirect costs rate agreement issued by the cognizant federal agency with their budget.</i>	

**Total Costs of Contract 90,000.00**

(Admin-Percent of Direct Costs) 9.97%

Administration may not exceed 10% of Direct Costs

**CONTRACT BALANCE** (Contract Revenue less Total Costs of Contract)

**\$ 0.00**

\*The Contract Balance should equal zero.

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

Date Prepared: **5/4/2015**

**1 Staffing**

**Provider Entry** **Auto Calculation** **Fringe Benefit Rate** 29.83%

Staffing Terros, Inc. Early Intervention Services														
Position Title	Last Name	Annual		FTE	Hourly Rate	Salary Applied to grant per FTE	Benefits		Job Status A, D or A/D	% Applied as Administrative	Gross Admin Salary	Gross Admin Benefits	Direct Service Salary	Direct Service Benefits
		Hours	% RWPA				Applied to grant per FTE	Applied to grant per FTE						
1 Prevention Lead	Vacant	2080	50.00%	0.5000	\$18.00	\$ 18,720.00	\$ 5,584.18	A/D	0%	-	-	\$ 18,720.00	\$ 5,584.18	Description Prevention Lead will provide day to day supervision of Outreach and EI specialists. Conduct HIV Testing, Linkage, Referrals, Health Education and Literacy. Supervisor will perform Outreach activities at point of entry and street outreach
2 Prevention Specialist	Vacant	2080	50.00%	0.5000	\$13.71	\$ 14,258.40	\$ 4,253.28	D	0%	-	-	\$ 14,258.40	\$ 4,253.28	Description Conduct HIV Testing, Linkage, Referrals, Health Education and Literacy. Supervisor will perform Outreach activities at point of entry and street outreach
3 Prevention Specialist	Vaccant	2080	50.00%	0.5000	\$13.71	\$ 14,258.40	\$ 4,253.28	D	0%	-	-	\$ 14,258.40	\$ 4,253.28	Description Conduct HIV Testing, Linkage, Referrals, Health Education and Literacy. Supervisor will perform Outreach activities at point of entry and street outreach
4				0.0000		\$ -	\$ -			-	-	\$ -	\$ -	Description
5				0.0000		\$ -	\$ -			-	-	\$ -	\$ -	Description
6				0.0000		\$ -	\$ -			-	-	\$ -	\$ -	Description
7				0.0000		\$ -	\$ -			-	-	\$ -	\$ -	Description
8				0.0000		\$ -	\$ -			-	-	\$ -	\$ -	Description
<b>Subtotal Personnel</b>				<b>1.50</b>		<b>\$ 47,236.80</b>	<b>\$ 14,090.74</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 47,236.80</b>	<b>\$ 14,090.74</b>	
Subtotal from Personnel Continuation Sheet				0.00		\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	
<b>TOTAL Personnel</b>				<b>1.50</b>		<b>\$ 47,236.80</b>	<b>\$ 14,090.74</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 47,236.80</b>	<b>\$ 14,090.74</b>	

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

Benefits Name	Percent
Payroll Taxes	8.58%
Workers Compe	0.45%
Insurance	20.80%
<b>TOTAL</b>	<b>29.83%</b>

(Admin)	0.00	FTE	Percent Admin	0%
(Direct Service)	1.50	FTE	Percent Direct	100%
<b>Total</b>	<b>1.50</b>	<b>FTE</b>		<b>100%</b>

Staffing Continuation Sheet ( Page 2 of 2) Terros, Inc. Early Intervention Services													
Position Title	Last Name	Annual Hours	% RWPA	FTE	Hourly Rate	Salary Applied to grant per FTE	Benefits Applied to grant per FTE	Job Status A, D or A/D	% Applied as Administrative	Gross Admin Salary	Gross Admin Benefits	Direct Service Salary	Direct Service Benefits
9				0.0000		\$ -	\$ -			-	-	\$ -	\$ -
Description													
10				0.0000		\$ -	\$ -			-	-	\$ -	\$ -
Description													
11				0.0000		\$ -	\$ -			-	-	\$ -	\$ -
Description													
12				0.0000		\$ -	\$ -			-	-	\$ -	\$ -
Description													
13				0.0000		\$ -	\$ -			-	-	\$ -	\$ -
Description													
14				0.0000		\$ -	\$ -			-	-	\$ -	\$ -
Description													
15				0.0000		\$ -	\$ -			-	-	\$ -	\$ -
Description													
16				0.0000		\$ -	\$ -			-	-	\$ -	\$ -
Description													
17				0.0000		\$ -	\$ -			-	-	\$ -	\$ -
Description													
<b>Subtotal to Page 1</b>				<b>0.00</b>		<b>\$ -</b>	<b>\$ -</b>			<b>-</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>

TRAVEL

Provider Entry Auto Calculation

Date Prepared: 5/4/2015

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

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

Mileage Terros, Inc. Early Intervention Services							
	FTE	Monthly Miles Budgeted (Per 1 FTE)	Mileage Rate \$0.575 Annual Miles Applied to Grant	Total Budget	Admin	Direct Svc	Narrative Justification
1	Admin	0.00	0	\$ -	\$ -	\$ -	
2	Direct Svc	1.50	289	\$ 2,991.15	\$ -	\$ 2,991.15	
<b>TOTAL</b>				<b>\$ 2,991.15</b>	<b>\$ -</b>	<b>\$ 2,991.15</b>	<b>\$ 2,991.15</b>

(Total Miles applied to this grant)

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

- 2 **Other Allowable Travel** ( car rental, parking, fees, etc.)  
Ryan White Part A has determined that costs included in this section are Administrative Costs.

Other Allowable Travel Terros, Inc. Early Intervention Services							
Dates of Travel	Cost Line Item	Total Budget	Admin	Direct Svc	Narrative Justification		
1	Cost Line Item	\$ -	\$ -				
2	Cost Line Item	\$ -	\$ -				
3	Cost Line Item	\$ -	\$ -				
<b>TOTAL</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		

**SUMMARY (Travel)**

Admin	\$ -	Direct Service	\$ 2,991.15	Total	\$ 2,991.15
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SUPPLIES

Provider Entry Auto Calculation

Date Prepared: 5/4/2015

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

- 1 **General Office Supplies:** (Apply an FTE Ratio from the Budgeted Personnel Page)  
Pens, paper, toner and general supplies that are used to run an office.

General Office Supplies Terros, Inc. Early Intervention Services					
Item	Annual Budget	% Admin 0%	% Direct 100%	Total 100%	Narrative Description/Cost Allocation Methodology
1 Office Supplies	\$ 331.00	\$ -	\$ 331.00	\$ 331.00	General supplies that are used to run an office.
2 Tablets	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	One time fees in the first year based on past Terros rates for tablets. Tablets are needed for 3 staff to carry out their work related to Ryan White Services
3 Phones	\$ 150.00	\$ -	\$ 150.00	\$ 150.00	Communication accessibility for program staff while working in the community
4	\$ -	\$ -	\$ -	\$ -	
5	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>				<b>\$ 1,231.00</b>	<b>\$ 1,231.00</b>

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

Program Supplies Terros, Inc. Early Intervention Services					
Item	Annual Budget	Admin	Direct	Total	Narrative Description/Cost Allocation Methodology
1 Sharps Containers, band-aids, gauze, alcohol wipes, tourniquets, blood draw tubes	\$ 4,400.00	\$ -	\$ 4,400.00	\$ 4,400.00	Medical Supplies will be used to perform HIV testing
2 HIV Testing	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	based on 500 tests, Used for HIV Testing
3 Control Tests	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	Used for HIV Testing
4	\$ -	\$ -	\$ -	\$ -	
5	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>		<b>\$ -</b>	<b>\$ 9,650.00</b>	<b>\$ 9,650.00</b>	

**SUMMARY (Supplies)**

Admin	\$ -	Direct	\$ 10,881.00	Total	\$ 10,881.00
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**EQUIPMENT**

Provider Entry Auto Calculation

Date Prepared: 5/4/2015

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

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

Equipment less than \$5,000 Terros, Inc. Early Intervention Services				
Item Budgeted	Admin	Direct Service	Total	Narrative Description/Cost Allocation Methodology
1			\$ -	
2			\$ -	
3			\$ -	
4			\$ -	
5			\$ -	
TOTAL	\$ -	\$ -	TOTAL \$ -	

Equipment \$5,000 or greater

Equipment \$5,000 or greater Terros, Inc. Early Intervention Services				
Item Budgeted	Admin Amount	Direct Amount	Total	Narrative Description/Cost Allocation Methodology
1	\$ -		\$ -	
2	\$ -		\$ -	
3	\$ -		\$ -	
4	\$ -		\$ -	
TOTAL	\$ -	\$ -	TOTAL \$ -	

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

**Contractual**

Provider Entry Auto Calculation

Date Prepared: 5/4/2015

Use this form to budget for consulting and contract labor (Section 1) and subcontracts (Section 2) in conjunction with operating this Part A grant.  
A copy of the fully executed contract covering the dates of service is required for each subcontract listed in this section.

**1. Consulting/Professional Contract Labor/Clerical Support**

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

1. Consulting/Professional Contract Labor/Clerical Support Terros, Inc. Early Intervention Services							
Consultant Name	Annual Budgeted Hours	Quoted Rate	Total Budget	Admin Budget %	Admin Budget	Direct Service Budget	Dates of Service
1			\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative/Justification							
2		\$ -	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative/Justification							
3		\$ -	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative/Justification							
4		\$ -	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative/Justification							
5		\$ -	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative/Justification							
6		\$ -	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative/Justification							
Consulting/ Prof / Clerical Sup. Page 1			SUBTOTAL	\$ -	\$ -	\$ -	
Consulting/ Prof / Clerical Sup. From Contractual Continuation Page			SUBTOTAL	\$ -	\$ -	\$ -	
			TOTAL	\$ -	\$ -	\$ -	

**2. Subcontracts**

Include any payments through subcontracts to provide services under this grant.

Each Subcontractor listed in this section who is a sub recipient (not a vendor) must complete a Budget using the RWPA budget template.

Maricopa County RWPA will enforce the 10% administrative Cost Cap established by HRSA for first-line and second line sub recipient entities receiving Ryan White Part A Funds.

2. Subcontracts Terros, Inc. Early Intervention Services						
Subcontractor Name	Sub recipient or Vendor	Admin Budget	Direct Service Budget	Total Budget	Admin % of Direct	Dates of Service
1				\$ -	#DIV/0!	
Service(s) Provided						
Narrative/Justification						
2				\$ -	#DIV/0!	
Service(s) Provided						
Narrative/Justification						
3				\$ -	#DIV/0!	
Service(s) Provided						
Narrative/Justification						
		TOTAL	-	-	-	

		Admin	Direct	Total
<b>SUMMARY</b>	Contractual	\$ -	\$ -	\$ -

Contractual- Continuation Page

Date Prepared: 5/4/2015

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

Consulting/Professional Contract Labor/Clerical Support							
Consulting/Professional Contract Labor/Clerical Support Terros, Inc. Early Intervention Services							
Consultant	Hours Budgeted	Quoted Rate	Total Budget	Admin Budget %	Admin Budget	Direct Service	Dates of Service
6			\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative							
7		0	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative							
8		0	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative							
9		0	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative							
10		0	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative							
11		0	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative							
12		0	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative							
13		\$ -	\$ -	\$ -	\$ -	\$ -	
Licenses / qualifications							
Narrative							
14		0	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative							
15		0	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative							
16		0	\$ -		\$ -	\$ -	
Licenses / qualifications							
Narrative							
Consulting/ Prof./ Clerical Sup. Subtotal to Page 1			TOTAL		\$ -	\$ -	

Other Program Support

Provider Entry Auto Calculation

Date Prepared: 5/4/2015

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

1 Communications/Telephone/Internet

Communications/Telephone/Internet Terros, Inc. Early Intervention Services					
Item	Amount Budgeted	Admin 0%	Direct 100%	Total	Narrative/Cost Allocation Methodology
Telephone/Base Char	\$ 30.00	\$ -	\$ 30.00	\$ 30.00	Telephone service is required to operate the day to day activities of the project. Allocated by FTE, the estimate is based on current TERROS trend Cell phones are needed as staff will be in the field most of the time Connectivity is needed for cell phones and tablets
Cell Phone Service	\$ 900.00	\$ -	\$ 900.00	\$ 900.00	
Wireless Connectivity	\$ 3,594.00	\$ -	\$ 3,594.00	\$ 3,594.00	
TOTAL		\$ -	\$ 4,524.00	TOTAL	\$ 4,524.00

2 Copy/Duplicating

Copy/Duplicating Terros, Inc. Early Intervention Services					
Item	Amount Budgeted	Admin 0%	Direct 100%	Total	Narrative/Cost Allocation Methodology
1 Program Brochures					
			\$ -	\$ -	
2 Other Copying/Duplicating					
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
TOTAL		\$ -	\$ -	TOTAL	\$ -

3 Postage

Postage Terros, Inc. Early Intervention Services					
Item	Amount Budgeted	Admin 0%	Direct 100%	Total	Narrative/Cost Allocation Methodology
Postage Terros Early Intervention Services	\$ 108.00	\$ -	\$ 108.00	\$ 108.00	Postage is budgeted for mailing out program materials.
TOTAL		\$ -	\$ 108.00	TOTAL	\$ 108.00

4 Utilities

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

Utilities Terros, Inc. Early Intervention Services					
Item	Amount Budgeted	Admin 0%	Direct 100%	Total	Narrative/Cost Allocation Methodology
Utilities	\$ 372.00	\$ 372.00		\$ 372.00	The costs of utilities that are required to operate the day to day activities of the project
		\$ -		\$ -	
		\$ -		\$ -	
		\$ -		\$ -	
		\$ -		\$ -	
TOTAL		372.00	-	TOTAL	\$ 372.00

4 Other Program Support

Other Program Support Terros, Inc. Early Intervention Services					
Item	Amount Budgeted	Admin 0%	Direct 100%	Total	Narrative/Cost Allocation Methodology
costs related to Terros implementation of CAREWare		\$ -	\$ 2,008.85	\$ 2,008.85	A small amount is included related to costs incurred for the Terros implementation of CAREWare.
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
TOTAL		\$ -	\$ 2,008.85	TOTAL	\$ 2,008.85

		Admin	Direct	Total
<b>SUMMARY</b>	Program Support	\$ 372.00	\$ 6,640.85	\$7,012.85

Other Professional Service

Provider Entry Auto Calculation

Date Prepared: 5/4/2015

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

1 Audit/Accounting/Finance

Audit/Accounting/Finance Terros, Inc. Early Intervention Services							
Vendor Name	Hours Budgeted	Quoted Price*	Total Price	Dates of Service	Admin	Direct Service	Description of Service
a			\$ -		\$ -		
Cost Method Used							
Budget Justification							
b			\$ -		\$ -		
Cost Method Used							
Budget Justification							
c			\$ -		\$ -		
Cost Method Used							
Budget Justification							
				TOTAL	-		\$ -

2 Insurance

Insurance Terros, Inc. Early Intervention Services							
Vendor Name	Annual Premium	Percent To grant	Total Grant	Dates of Service	Admin	Direct Service	Description of Service
a	\$ 7,200.00	2%	\$ 144.00		\$ 144.00		
Cost Method Used							
Budget Justification							
b	\$ -		\$ -		\$ -		
Cost Method Used							
Budget Justification							
c	\$ -		\$ -		\$ -		
Cost Method Used							
Budget Justification							
				TOTAL	\$ 144.00		\$ 144.00

3 Rent/Space

Rent is considered 100% administrative

Rent/Space Terros, Inc. Early Intervention Services							
Vendor Name	Annual Rent	Percent to Grant	Total Grant	Dates of Service	Admin	Direct Service	Description of Service
a	\$ 21,700.00	10%	\$ 2,170.00		\$ 2,170.00		
Cost Method Used							
Budget Justification							
				TOTAL	\$ 2,170.00		\$ 2,170.00

4 Other Professional Service

Other Professional Service Terros, Inc. Early Intervention Services							
Vendor Name	Hours Budgeted	Quoted Price*	Total Price	Admin Budget %	Admin	Direct Service	Description of Service
a			\$ -		\$ -	\$ -	
Cost Method Used							
Budget Justification							
b			\$ -		\$ -	\$ -	
Cost Method Used							
Budget Justification							
c			\$ -		\$ -	\$ -	
Cost Method Used							
Budget Justification							
			\$ -	TOTAL	\$ -	\$ -	\$ -

	Admin	Direct	Total
<b>SUMMARY</b> Other Prof. Svc	\$ 2,314.00	\$ -	\$ 2,314.00

Schedule of Deliverables

Provider Entry Auto Calculation

Date Prepared: 5/4/2015

Organization Name: Terros, Inc.  
 Service Category: Early Intervention Services

Performance Measures:  
 Number of New Clients: 800  
 Number of Returning Clients:  
 Total # of Unduplicated Clients: 800

	CAREWare Service Unit Name/Code	Service Description	Service Unit Definition 1 unit = (i.e. 15 minutes)	Number of Units Proposed	Schedule of Deliverables												Fee for Service Only (Not Applicable to Cost Reimbursement Contracts)		
					Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Proposed Fee Per Product/Deliverable	Total Payment Per Objective/Activity	Fee Source (ie AHCCCS, I H S, Negotiated Rate, etc.)
1		HIV Testing and targeted counseling	1 unit=15 minutes	3,328	278	278	278	278	277	277	277	277	277	277	277	277		\$ -	
2		Referral Services	1 unit=15 minutes	665	56	56	56	56	56	55	55	55	55	55	55	55		\$ -	
3		Linkage to Care	1 unit=15 minutes	1,002	84	84	84	84	84	84	83	83	83	83	83	83		\$ -	
4		Health Education and Literacy Training	1 unit=15 minutes	1,661	139	139	139	139	139	138	138	138	138	138	138	138		\$ -	
5				-														\$ -	
6				-														\$ -	
7				-														\$ -	
8				-														\$ -	
9				-														\$ -	
10				-														\$ -	
11				-														\$ -	
12				-														\$ -	
13				-														\$ -	
14				-														\$ -	
15				-														\$ -	
TOTAL				6,656	557	557	557	557	556	554	553	553	553	553	553	553		\$ -	

Total Budget \$ 90,000.00  
 Over/(Under Budget) \$ (90,000.00)  
 Balance should equal zero

**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/about/hab/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 [https://www.aidsinfo.nih.gov www.AIDS](https://www.aidsinfo.nih.gov/www.AIDS)). 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. 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. 2010 PLWH/A Out of Care Needs Assessment
2. 2012 Early Intervention Services Study
3. Phoenix EMA 2012-2015 Comprehensive Plan
4. 2014 Statewide Needs Assessment

All reports can be viewed at the Phoenix EMA Ryan White Planning Council's website at:  
[http://www.maricopa.gov/rwpa\\_pa](http://www.maricopa.gov/rwpa_pa)

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

**NOTE: 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.

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 responses that 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 thirty (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 ten percent (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.maricopa.gov/rwpa>

- 1.5.7 The actual amount of consideration to be paid to the Contractor depends upon the actual hours worked, services provided and related expenses as stated in the current approved budget or as modified by contract amendment or appropriately executed task order. Any un-obligated balance of funds at the end of this Agreement period will be returned to the County in accordance with instruction provided.

1.6 METHOD OF PAYMENT:

- 1.6.1 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.

1.6.1.1 The Contractor understands and agrees that County will not honor any claim for payment submitted sixty (60) calendar days after date of service. The Contractor understands and agrees that County will not process any claim for payment for services rendered prior to the end of the contract period which are submitted sixty (60) calendar days after the end of the contract period without approval of County. For claims that are subject to AHCCCS Regulation R9-22703.B1, County will not honor any claim for payment submitted nine (9) months after date of service. Claims submitted forty-five (45) calendar days from the last day of the grant year will not be honored or reimbursed.

1.6.1.2 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.

1.6.1.3 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), and Arizona Long Term Care System (ALTCS), TRICARE, Medicare and private/commercial or other insurance. The Contractor will determine eligibility of clients and assist with client enrollment whenever feasible. Payments collected by the Contractor for Ryan White services must be recorded as Program Income in the Contractor's financial management system and deducted from bills issued to the County. Program income records must be made available to the County for assurance that such revenues are used to support related services. The Contractor shall

have policies and procedures for handling Ryan White revenue including program income.

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

**1.7 BUDGET, REVENUES AND EXPENDITURES:**

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

1.7.2 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.

1.7.2.1 The total administrative costs budgeted; including any federally approved indirect rate (inclusive of contractor and subcontractor(s)) cannot exceed ten percent (10%) of the amount of the current grant award. Any amount of administrative expenditures in excess of ten percent (10%) will not be reimbursed.

1.7.2.2 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.

1.7.2.3 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.

1.7.2.4 All expenditures and encumbered funds shall be final and reconciled no later than forty-five (45) days after the close of the grant year.

1.7.2.5 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.

1.7.2.6 A minimum of fifty percent (50%) of all direct service staff time must be documented with direct service units in CAREWare and in client/agency notes.

**1.8 DUTIES:**

1.8.1 The Contractor shall perform all duties stated in 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.

1.8.2 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.

1.9 EXPECTED OUTCOMES

1.9.1 Early Intervention Services:

1.9.1.1 **Outcome:** Increase in number of target population members tested for HIV (at least seventy five percent (75%) of those tested must be in the target population[s]).

**Indicator:** Number of HIV tests conducted.

1.9.1.2 **Outcome:** Increase in HIV-positive persons who are aware of their infection.  
**Indicators:** Number and percentage of newly diagnosed HIV-positive persons identified; number and percentage of previously diagnosed HIV-positive persons identified.

- For Early Intervention Services, organizations must annually identify a minimum of six (6) new HIV infections per every \$50,000 allocated to support the HIV testing component of the proposed program.
- For Early Intervention Services, organizations are expected to establish their annual HIV testing objectives (e.g. number of HIV tests to be conducted, number of new HIV infections diagnosed) based upon the size of the service area where services will be provided, the capacity of the organization to provide HIV testing, and the organization's access to the target population(s).

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.

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

1.16 **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/rwpa>)
- 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. Refer to <http://www.maricopa.gov/rwpa>
- 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 seventy-two (72) hours of receipt of request.

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

**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. Refer to <http://www.maricopa.gov/rwpacom>

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.

**EXHIBIT C – 1**  
**RESPONDENT NARRATIVE**

**Full description of organizations**

***Terros Mission and Philosophy:*** At Terros, we believe every person and family has the ability to make changes to improve their lives. Our compelling purpose is inspiring change for life. At Terros, we believe health includes body, mind, spirit, and relationships. Our integrated and comprehensive services give people the opportunity to become healthy in all areas. Through our core values of integrity – doing the right thing, compassion, providing care by caring people, and empowerment, discovering and honoring the power within -- we help create life solutions for children, families, and communities.

***Capability and Experience:*** Terros is a healthcare organization that began in 1969 by providing a then innovative approach to providing substance abuse treatment services that included a continuum from crisis through brief residential living support provided by a strong out-patient treatment component. Terros is a recognized leader in the delivery of behavioral services, crisis intervention and co-occurring treatment. Its services are built upon the tenets of trauma-informed care. During its 45 year history, Terros has aligned its practice and service with evidence-informed and evidence-based services to ensure that individuals participate in activities that will support them in their journey to recovering and in maintaining their behavioral and physical health. Terros is uniquely qualified to provide services under the auspices of this project because of its long history of serving persons at risk of HIV.

***HIV Prevention and Education:*** Terros Together Programs are focused on individuals who may be at high risk for HIV. Terros currently provides testing, education and outreach for persons at risk or who are HIV positive and may be unaware of their status. Terros has a current CLIA Certificate of Waiver for its testing activities. There is a particular focus with persons who have substance use issues. Many individuals served are also homeless. Staff provide CLEAR and Healthy Relationships to support individuals to reduce the use of substances and stop harmful behaviors. Terros has a robust network of community partners. Through these relationships Terros conducts outreach and networking to engage individuals at risk in testing and access to other resources. Engaging individuals in locations that are comfortable and known to them facilitates engagement.

Terros has administered the Safe Out program since 2011. This program, in partnership with the LGBTQ Consortium, has an aim of reducing excessive alcohol consumption and its associated harms with the LGBTQ community. This program received and administered an additional evaluation enhancement project, Service to Science, through SAMHSA in 2014. Some strategies administered as part of this grant include community education to raise awareness of the issue within the community, public information and social marketing through social media (Facebook and Twitter), print media and 2 billboard campaigns, bar partnerships that included responsible beverage service training, an alcohol free zone at the annual Pride festival, alcohol-free activities including a game night at the LGBT Pride center for young adults, and data collection/analyses for reports, the Service to Science Project, and eventually a community needs assessment.

***Cultural Competency:*** Terros sponsors intensive cultural sensitivity trainings for all staff and hosts a yearly cultural diversity conference in Maricopa County. Terros has two Master Trainers to provide the Cultural Competency 101 training. In addition, Terros adheres to the federal CLAS standards and receives external cultural audits on a yearly basis from its primary funder. Language specific interpreters are available for group and/or individual services. Approximately 20% of Terros staff are bilingual/bicultural in Spanish/English. In addition, Terros uses the Language Line technology to provide interpretation as needed. Sexual identity considerations are included in the Terros practice from the initiation of services. Opportunity to identify individual orientation is provided through the assessment process. Terros staff are LGBTQ sensitive through participation in cultural competency education and required training in sexual orientation and gender identity as well as other professional and personal education experiences.

Healthcare: Terros provides a full continuum of health care services including:

- **Mobile Crisis Services:** Terros provides mobile crisis services as part of the Maricopa County Crisis Recovery Network. The service dispatches units that provide prevention, intervention and resolution to emergent/crisis situations.

- **Primary Medical Care:** Terros has established an approach to integrative health care. Primary medical care is provided at three Terros locations where there are co-located behavioral health services. Primary care physicians provide a full range of medical services including physical exams, nutritional coaching, immunizations, lab work processing, and prescription pick-up.
- **Outpatient Services:** Terros provides community referrals, case management, medication services, group and individual treatment, and family education to eligible persons.
- **LADDER (Life-Affirming Dual Diagnosis Education and Recovery):** Terros provides therapeutic behavioral health treatment to assist persons who have co-occurring serious mental illness and substance misuse. LADDER focuses on symptom reduction and management.
- **Arizona Families FIRST:** Terros provides family focused substance misuse treatment services for families referred by Child Protective Services.
- **Health Promotion:** Terros' current health promotion programs are focused on tobacco cessation treatment and patient coaching and education for chronic disease management. Care Coordinators provide referrals for presenting needs and specialty medical care. Auricular acupuncture for substance use disorder patients is provided to reduce cravings and anxiety related to substance abuse.

Through this continuum, Terros has the ability to provide participants with referrals and access to additional services that reduces the logistic and connection issues that can occur.

Terros has signed MOUs from the following organizations/entities:

- **Terros Primary Care Clinics:** Terros, internally will enhance protocols so that individuals engaged through early intervention services will be offered the opportunity to access primary care through Terros clinics that are located throughout Maricopa County as well as other established practices including such as the MIHS McDowell clinic. The primary care clinics will also provide referrals to the TOGETHER Programs for individuals who are appropriate for early identification services.
- **Native American Connections** will provide referrals to the Terros TOGETHER Programs for individuals who are appropriate for early intervention services. Staff from both agencies will work together to ensure that the individual has access to needed services and resources.
- **National Council on Alcoholism and Drug Dependence** will provide referrals to the Terros TOGETHER Programs for individuals who are appropriate for early intervention services. Staff from both agencies will work together to ensure that the individual has access to needed services and resources.
- **Care Directions** will work with Terros related to referrals and other service delivery.

**Qualification of personnel assigned to this service category,**

Terros proposes the following staffing to deliver early intervention services:

1. Jamal Brooks-Hawkins is the TOGETHER Programs Manager and will provide overall management and oversight for the staff and services related to early intervention services. Mr. Brooks-Hawkins has been with Terros for two years. He began as a prevention specialist and was promoted to program manager in June 2014. Mr. Brooks-Hawkins has a Master of Science from Virginia Commonwealth University and a Bachelor of Arts from DePaul University. During his tenure with Terros, Mr. Brooks-Hawkins has developed extensive experiences and expertise in the management and delivery of services that are focused on supporting individuals who are at high-risk of HIV or are newly diagnosed. He manages and delivers the following services as a part of the Terros TOGETHER Programs: , education through a breakfast program on site, testing related to HIV, STDs and hepatitis, delivery of evidenced based programming such as CLEAR and Healthy Relationships. Mr. Brooks-Hawkins also manages and supervises staff, budget and allocations and ensures program delivery is in alignment with contractual and Terros policies and procedures. Mr. Brooks-Hawkins resume is attached.
2. Funds are requested for one FTE Intervention Team Lead for early intervention services. This position will provide direct services with individuals who are part of the target population as well as provide supervision for the two intervention specialists. Specific responsibilities include: coordinate activities to avoid duplication with other providers and to ensure an optimal level of coverage, ensure staff have training and other tools to perform the responsibilities of the project, ensure all that all reporting is completed in a timely manner, provide testing, referrals, and linkages to care.

3. Funds are requested for two FTE Intervention Specialists. At least one of the specialists will be bi-lingual. Each position will be allocated at 50% for early intervention services. Specific responsibilities will be engagement, providing health education, testing, provides referrals and linkages to care, and provide individual support to help individuals make informed decisions about their health.

**All related evaluation components identified in sections 5.7.1 to 5.7.8.**

The following provides an overview of Terros' abilities related to the evaluation components:

*Improve Accessibility:* Terros will focus service delivery in PSA 5 but will also utilize Terros clinics locations in Mesa, Phoenix, and West Phoenix to coordinate referrals and linkages to care and provide health education.

*Deliver Services.* For this project, Terros will focus its efforts on specific populations who may be disproportionately affected. Those include persons coming out the criminal justice system and are on probations, individuals who are homeless, and those who have a serious mental illness. : Terros has also has experience in serving individuals in other target populations including White MSM, Hispanic MSM, Black heterosexuals.

Strategies include:

- At least one of the Intervention Specialists will be bi-lingual.
- Terros has strong connections to other organizations that will facilitate outreach. Organizations may include Maricopa County Adult Probation, Health Care for the Homeless, other programs co-location at the Human Services Campus, and Step One Inc.-Recovery Housing. In addition, Terros participates in the Maricopa County Continuum of Care. Terros also operates the Safe Haven which is a housing program, located at the Human Services Campus, specifically for persons who are serious mentally ill.
- Terros will engage with individuals that have a serious mental illness through its internal system of care as well as other behavioral health organizations that do not otherwise have a partnership with an agency that provides early intervention services. Specific outreach will take place with the Terros Ladders Program that serves persons with co-occurring disorders.
- Terros currently provides services through partnership with Adult Probation for persons who are leaving state prisons. Internally, a more specific process will be established for early intervention services. Also through this connection, early intervention services will be offered for persons referred through Adult Probation.

*Culturally and Linguistically Appropriate Services:* Terros is committed to the delivery of culturally competent services. All staff are required to attend yearly training and at least one staff for this project will be bilingual. Services will be provided at locations that are most comfortable for individuals.

*Appropriately Credentialed Staff:* Currently the proposed services do not require delivery by licensed or credentialed staff. Terros does have licensed and credentialed staff throughout the agency and they will be used as a resource if necessary for a specific function. In addition all project staff will receive training on any health education curriculum which is delivered.

*Reasonable and Allowable Costs/Schedule of Deliverables:* Terros has proposed budgets for early intervention services. The majority of each budget consists of personnel costs. Small amounts are requested for tablets and phones so that these staff can operate effectively not tethered to an office. The other costs are related program supplies such as brochures and testing supplies. A full budget is provided in the budget forms included as a part of this application. A schedule of deliverables is also attached. Terros does not anticipate any extensive start up and anticipates that service delivery will begin in August 2015.

*Early Intervention Services*

Early Intervention Proposals will address the Early Intervention Services model,

Terros proposes to provide Early Intervention Services (EIS) in the following manner:

- A total of 1.5 FTE will be dedicated to the delivery of EIS services. This includes a 0.5 Intervention Team Lead, 0.5 Bilingual Intervention Specialist, and 0.5 Intervention Specialist (who may also be bilingual.). In order to prepare to provide services, staff will not only participate in the Terros orientation, but also participate in training on the following topics:
  - Motivational Interviewing
  - Targeted Navigation
  - Crisis Intervention Training
  - Cultural Competency
  - Trauma Informed Care
  - Domestic victims and human trafficking assessments.
  - Navigator Training
- The focus of activities for this project are persons involved in the criminal justice system including those on probation, persons who have a diagnosis of serious mental illness, and persons who are homeless. All Terros services are provided from the perspective of no wrong door so individuals who are not a part of the focus population will be served through other Terros resources so that no one will be turned away from being offered testing, referral to services and linkages to other resources.
- Terros has clinics (that provide behavioral health and primary care) throughout the metropolitan area including central Phoenix, the west valley, and Mesa. Interaction with the clinics will include engagement with individuals with a serious mental illness, as well as connecting individuals, if they choose, to behavioral health and primary care services.
- Terros will have bilingual staff and use the Language Line to ensure communication with individuals takes place in their preferred language. It is anticipated that services will take place in community locations that are most comfortable for individuals.
- Terros has established relationships with many organizations that are a point of entry—they include locations such as Terros Primary Care Clinics, ITS Methadone, Maverick House, National Council on Alcoholism and Drug Dependence, Lifewell, Safe Haven, the Human Services Campus, and Choices Network. Staff will also coordinate with the Terros Bridging the Gap Program and Adult Probation to engage with individuals recently released from incarceration.
- Terros will establish focused services hours for EIS which will take place at the Terros Drop-In Center from Monday through Friday and will offer weekend hours upon request from the client.
- Intervention Specialists will engage participants through multiple strategies including testing, distribution of bleach kits (purchased from funds other than Ryan White) and condoms, invitation to the TOGETHER Program breakfast which is held Monday through Thursday at the TOGETHER office on Indian School.
- The TOGETHER Program provides engagement and prevention services currently. These services will be leveraged to ensure that individuals have access to a continuum of services that are not duplicative. Terros will continue to participate in various networking opportunities to coordinate service delivery with other agencies.
- Terros has established processes for collecting data and performance measures, and client specific information. There are established processes to ensure privacy and security of information. Terros currently inputs into LUTHER. A small amount of funds have been requested to support Terros connection and utilization of CAREWare for this project. Terros is committed to aligning data collection processes and reporting with the requirements of Ryan White Part A.
- Data/performance measure information that will be collected includes:
  - Number of HIV tests conducted.
  - Number of positives found and resulting referrals to medical services and treatment
  - Number of EIS activities that took place.
  - Number of individuals engaged.
  - Number enrolled into Central Eligibility.
  - Number of individuals re-engaged in care.

Terros will implement the EIS components in the following manner:

1. **HIV Testing and targeted counseling:** All staff proposed as a part of this project will be trained in testing procedures. Current staff are also trained. Terros currently conducts testing and is compliance with all protocols and reporting requirements. Targeted counseling will take place with those as identified high risk.
2. **Referral services:** Project staff will participate in various activities and meetings in order to become familiar with available referral services. Staff will also be able to draw on the various internal Terros resources related to prevention, behavioral health and primary care services as options. Terros has several established relationships with agencies such as Central Eligibility, Southwest Center for HIV/AIDS, Care Directions, Southwest Behavioral Health, and Native Health that staff regularly refer individuals to for the service or resource provided
3. **Linkage to care:** The process will consist of identified individuals being tracked for a twelve month period of time. The goal will be to connect them to case management. However, for individuals who do not accept case management services, Terros early intervention services will provide follow-up to those we have engaged. This will be accomplished through phone, internet, and mail communications. Terros will also provide face-to-face follow up when necessary. Follow-up with clients will be done on a weekly basis until connected to case management services. Terros will obtain a release of information to communicate with the client and the case management agency. After connection to case management, staff will complete check-in at three, six, and nine months.
4. **Health education and literacy training that enable clients to navigate the HIV system of care:** Staff will provide a variety of health education and literacy training including brief education sessions at the time of testing, at community events and through scheduled presentations at community locations. In addition, Terros staff are trained in the delivery of CLEAR and Healthy Relationships, both evidenced based curricula that are deliver on a daily basis.

*Reporting of Activities:* Terros has extensive experience in collecting and reporting program information and data. The types of information that will be collected include:

- The date of each activity, the type of activity, number of participants and the outcome of the activity.
- The number of persons tested.
- They number of persons referred to primary care.
- The number of persons linked to other types of services
- The number of health education and literacy presentations.

Terros has internal processes established to collect data and provide information in reports and also currently uses other data collection processes such as Evaluation Web.

**EXHIBIT C-1A**  
**QUESTIONS AND ANSWERS**

Q1. Would Terros consider a revised proposal for Early Intervention Services that would focus on clients who are in the probation system, homeless and Seriously Mentally Ill populations who are unaware of their HIV status?

A1. Yes

Q2. If yes, please provide:

Q2a. Revised narrative that identified the key points of entry for each population group (section 2.3.1 of RFP- Emergency rooms, substance abuse and mental health treatment programs, detox(ification) centers, sexually transmitted disease clinics, homeless shelters, HIV counseling and testing sites, Public health departments, federally qualified healthcare centers (FQHCs), entities such as Ryan White Part C and D grantees.

A2a. *5.7.6 Early Intervention Services*

**Early Intervention Proposals will address the Early Intervention Services model,**

- Terros has established relationships with many organizations that are a point of entry—they include locations such as Terros Primary Care Clinics, ITS Methadone, Maverick House, National Council on Alcoholism and Drug Dependence, Lifewell, Safe Haven, the Human Services Campus, and Choices Network. Staff will also coordinated with the Terros Bridging the Gap Program and Adult Probation to engage with individuals recently released from incarceration.

Q2c. Revised narrative that identifies how Terros will identify appropriate individuals to provide testing, counseling and linkage to medical care.

A2c. **The following provides an overview of Terros' abilities related to the evaluation components:**

*5.7.1—Improve Accessibility:* Terros will focus service delivery in PSA 5 but will also utilize Terros clinics locations in Mesa, Phoenix, and West Phoenix to conduct outreach, coordinate referrals and linkages to care and provide health education.

*5.7.2 Deliver Services.* For this project, Terros will focus its efforts on specific populations who may be disproportionately affected. Those include persons coming out the criminal justice system and are on probations, individuals who are homeless, and those who have a serious mental illness. : Terros has also has experience in serving individuals in other target populations including White MSM, Hispanic MSM, Black heterosexuals.

**Strategies include:**

- At least one of the Intervention Specialists will be bi-lingual.
- Terros has strong connections to other organizations that will facilitate outreach. Organizations may include Maricopa County Adult Probation, Health Care for the Homeless, other programs co-location at the Human Services Campus, and Step One Inc.-Recovery Housing. In addition, Terros participates in the Maricopa County Continuum of Care and will conduct outreach with other programs who serve persons who are homeless. Terros also operates the Safe Haven which is a housing program, located at the Human Services Campus, specifically for persons who are serious mentally ill.
- Terros will engage with individuals have a serious mental illness through its internal system of care as well as through outreach to other behavioral health organizations that do not otherwise have a partnership with an agency that provides outreach and early intervention services. Specific outreach will take place with the Terros Ladders Program that serves persons with co-occurring disorders.
- Terros currently provides services through partnership with Adult Probation for persons who are leaving state prisons. Internally, a more specific process will be establish for outreach and early intervention services. Also through this connection, outreach and early intervention services will be offered for persons referred through Adult Probation.
- Terros currently conducts limited street outreach one day per week with persons who are homeless. This will expand to five days per week. Locations will include: parks, bus stops, and hospitality facilities.

Q2d. Revised narrative that does not include social media. Unfortunately, Ryan White Part A cannot fund social media efforts at this time.

A2d. Social media is a leverage resource utilized by the program. Ryan White Part A funding would not be used for the purpose of social media outreach.

Q2e. Revised budget that reflects the new focus on the above population groups.

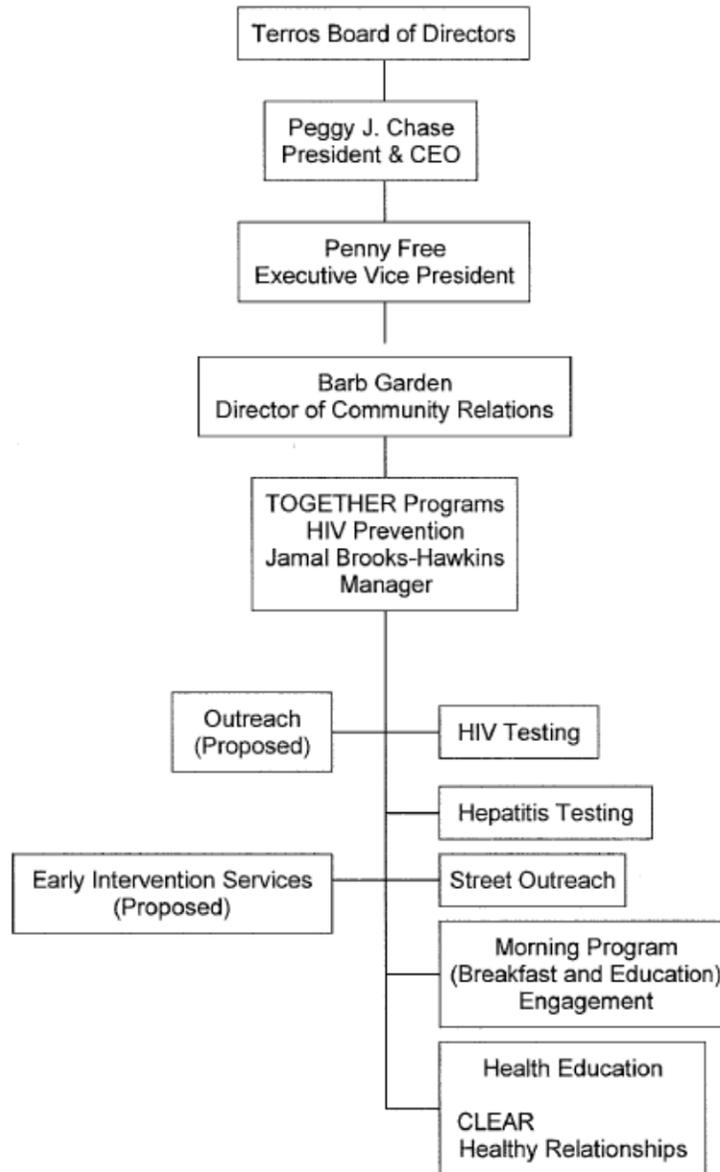
A2e.

Terros, Inc Early Intervention Services Budget 07.22.2015-07.22.2018			Contract Amount \$90,000		
Operating Expenses		Administrative Budget	Direct Service Budget	Total Budget	
	FTEs	0.00	1.50	1.50	
Personnel:	Salaries	-	\$47,236.80	\$47,236.80	
Personnel:	Fringe/Benefits	-	\$14,090.74	\$14,090.74	
Subtotal:	Personnel/Fringe Benefits		\$61,327.54	\$61,327.54	
<b>Other Operating Expenses</b>					
Travel		-	\$2,991.15	\$2,991.15	
Supplies		-	\$10,881.00	\$10,881.00	
Equipment		-	-	-	
Contractual		-	-	-	
Program Support		\$372.00	\$6,640.85	\$7,012.85	
Other Professional Services		\$2,314.00	-	\$2,314.00	
	Subtotal: Other Operating Expenses	\$2,686.00	\$20,513.00	\$23,199.00	
	Total Operating Expenses:	\$2,686.00	\$81,840.54	\$84,526.54	
Indirect Costs		\$5,473.46		\$5,473.46	
Enter Direct Cost Rate (<10% of direct cost)	6.69%				
Total Costs of Contract		\$8,159.46	\$81,840.54	\$90,000.00	
	(Admin-Percent of Direct Costs)	9.97%			

Q2f. Revised budget and narrative that does not include “prevention” as part of the staff position names. Ryan White guidance mandates that prevention cannot be the primary purpose of any outreach activities.

A2f. The staff are Early Intervention Specialists, the narrative provided neither identifies “prevention” as a focus of the funding, nor do any of the job titles include “prevention” as an identifier.

**Terros  
TOGETHER Programs  
HIV Prevention and Support  
Organizational Chart**



**TERROS, INC., 3003 N CENTRAL AV #200, PHOENIX, AZ 85012**

PRICING SHEET: 94807

Terms:	NET 30
Vendor Number:	2011000582 0
Telephone Number:	602/512-2970
Fax Number:	602/512-2962
Contact Person:	Peggy J. Chase
E-mail Address:	<a href="mailto:peggy.chase@terros.org">peggy.chase@terros.org</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>September 30, 2018.</b>