

**SERIAL 07095 RFP RYAN WHITE PART A SERVICES – MEDICAL/NON- MEDICAL
CASE MANAGEMENT – HCM
CONTRACT - AZ Department of Corrections**

DATE OF LAST REVISION: April 22, 2008

CONTRACT END DATE: March 31, 2011

Amendment #1 (issued 4/22/2008) amends indemnification language found in Section 3.9, to fully comply with Section 5 of Article 9 of the Arizona Constitution and A.R.S. Section 35-154. Issuance of this amendment is with the approval of County counsel. Subject amendment is applicable only to the contract awarded to the Arizona Department of Corrections. New language is reflected in bold characters and deleted language is reflected as strike-through.

CONTRACT PERIOD THROUGH MARCH 31, 2011

TO: All Departments

FROM: Department of Materials Management

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

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 20, 2008 (Eff. March 01, 2008)**

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

Wes Baysinger, Director
Materials Management

SF/mm
Attach

Copy to: Materials Management
Rose Conner, Director General Government
Kevin McNeal, Program Manager Ryan White Part A Program

CONTRACTOR MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT:

Signature:

Date:

1.0 SCOPE OF SERVICES:

Emphasis on Primary Medical Care services: MCHCM continues to emphasize more specialized care with the value of improved clinical outcomes associated with care from HIV-knowledgeable/experienced providers, expanded access to and availability of mental health services, and specialized medication adherence and monitoring support. FY2007 funding for Primary Medical Care is \$1,437,576 (25% of allocations).

The legislation of the Ryan White HIV/AIDS Treatment Modernization Act of 2006 requires the separation and distinction between Medical Case Management (Core Service) and non-Medical Case Management (Support Service) for monitoring of clinical outcomes that support a client's health status. Effective in FY 2008, all providers must clearly delineate services between Medical Case Management and non-Medical Case Management. Please reference the HCM Policies and Procedures Manual for further clarification.

- Increased access to care in rural areas: Expanded partnerships with clinics in the rural areas of the EMA are being currently being developed by the Administrative Agency and the Planning Council. Cost effectiveness and service delivery challenges are being addressed to provide the improved outcomes associated with patient compliance while addressing the underserved and disproportionately impacted rural areas of the EMA. Services are being competitively bid in FY2007 to increase geographic diversity of services and provide greater accessibility to core and support services.
- PLANNING COUNCIL DIRECTIVES
- In the ongoing efforts of the Ryan White Part A Planning Council to reach the historically underserved communities, the following directives have been issued for Case Management
- It is the responsibility of the Provider(s) to adequately promote the availability of their (awarded) service category(ies), including locations and hours. For more details, see section 4.28, PROGRAM MARKETING INITIATIVES, of this RFP.

2.0 CONTRACTURAL ADMINISTRATIVE LANGUAGE:

2.1 REFERENCES:

Respondents must provide (SEE SERVICE PROVIDER APPLICATION FORM) at least five (5) reference accounts to which they are presently providing like service. 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.

2.2 CONTRACTOR LICENSE REQUIREMENT:

The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

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) 542-1502 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.

2.3 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

2.4 PROPRIETARY INFORMATION:

Proprietary information submitted by a Respondent in response to a Request for Proposal shall remain confidential as determined by law or regulation.

2.5 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.

2.6 FINANCIAL STATUS:

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.

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.

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.

2.7 REGISTRATION:

Respondents are required to be registered with Maricopa County if they are selected for an award of any County Business. Failure to comply with this requirement in a timely fashion will cause Respondent's response to be declared non-responsive. Respondents shall register on the Maricopa County Web Site at www.maricopa.gov/materials. Click on vendors to enter BuySpeed registration screen. *Also see Exhibit 1*

2.8 AWARD OF CONTRACT:

Contracts awarded pursuant to the provisions of this section will not be solely on price, but will include and be limited to evaluation criteria listed in the Request for Proposal. The Contract will be awarded to the Most Advantageous Respondent(s). The Contract may be awarded in whole, by section, or geographic area as required.

2.9 POST AWARD MEETING:

The successful Contractor(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. The Procurement Officer of this Contract will coordinate this meeting.

3.0 **CONTRACTUAL TERMS AND CONDITIONS**

3.1 TERM

This Contract is for a term of THREE (3) YEARS beginning on the date of contract award, or the effective date, as clearly noted in award notification documents.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. The fee for any extension period shall be subject to negotiation prior to activation of such extension.

3.3 COMPENSATION:

- 3.3.1 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.
- 3.3.2 Subject to the availability of funds, County shall pay the Contractor for the services described herein for a sum not to exceed the Contract Amount listed on the cover page of this contract. County will pay the Contractor on a unit cost reimbursement basis in accordance with the Contractor's approved fee schedule, which follows. The total funds paid to the Contractor will be dependent upon the number of units of service performed by the Contractor. County does not guarantee a minimum payment to the Contractor. County will not reimburse Contractors for missed appointments by clients.
- 3.3.3 Ryan White CARE Act 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.
- 3.3.4 The Contractor understands and agrees to notify the County of any deviations or changes to any budget line of the underlying budget of this contract within **30** days of such change.
- 3.3.5 The Contractor shall be compensated for services provided only by the staff classifications/positions included/referenced in the underlying budget.
- 3.3.6 Unless specifically allowed and referenced elsewhere in this contract, all services are to be provided at Contractor sites and/or venues. Services provided at non-authorized locations or venues will not be reimbursed by the County.
- 3.3.7 The Contractor shall provide monthly financial and corresponding programmatic reports per the reporting schedule to the County. If the Contractor is not in compliance because of non-performance, submission of reports after deadlines, insufficient back-up statements or improperly signed forms, the Contractor may not be reimbursed. Furthermore, program non-compliance can delay reimbursement until program compliance issues and any other related financial consequences are resolved. **Multiple**

instances of non-compliance with reporting requirements may result in the County reducing the Contractor's reimbursement by up to 10% of the corresponding month's billing. Billing forms and instructions are included in sections 4 and 6 of the Ryan White Part A Program Policies Manual. Billing forms and instructions are included in sections 4 and 6 of the Ryan White Part A Program Policies Manual.

3.3.8 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. See Exhibit 3 for a sample billing packet.

3.3.9 The actual amount of consideration to be paid to the Contractor depends upon the actual hours worked and the services provided. Any un-obligated balance of funds at the end of this Agreement period will be returned to the County in accordance with instruction provided.

3.4 PAYMENT

3.4.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Attachment "B" *Budget Worksheet*, or as modified by contract amendment or appropriately executed "task order".

3.4.2 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.

3.5 INVOICES AND PAYMENTS:

3.5.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- 3.5.1.1 Company name, address and contact
- 3.5.1.2 County bill-to name and contact information
- 3.5.1.3 Contract Serial Number
- 3.5.1.4 County purchase order number
- 3.5.1.5 Invoice number and date
- 3.5.1.6 Payment terms
- 3.5.1.7 Date of services
- 3.5.1.8 Quantity (number of days or weeks)
- 3.5.1.9 Description of Purchase services
- 3.5.1.10 Pricing per unit of purchase
- 3.5.1.11 Extended price
- 3.5.1.12 Total Amount Due

3.5.2 Contractors providing medical services are required to utilize HCF-1500 or UB-92 forms for claims submitted to the Ryan White Part A Program in addition to the Monthly Fiscal and Program Monitoring reports (Section 4.27 of this RFP)

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.6 METHOD OF PAYMENT:

- 3.6.1 Contractor will submit Monthly Fiscal and Program Monitoring Report for services performed on or before the fifteen (15th) business day following the month in which services were performed.
- 3.6.2 Subject to the availability of funds, County will, within sixty (60) working 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. 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.
- 3.6.3 The Contractor understands and agrees that County will not honor any claim for payment submitted 60 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) days after the end of the contract period without approval of County. For claims that are subject to AHCCCS Regulation R9-22703.B1, County will not honor any claim for payment submitted nine months after date of service.
- 3.6.4 Payments made by County to the Contractor are conditioned upon the timely receipt of applicable, accurate and complete reports submitted by the Contractor. All monthly fiscal and program monitoring reports must be supported by auditable documentation, which is determined to be sufficient, competent evidential matter defined by the County.
- 3.6.5 The Contractor understands and agrees to maximize all other revenue streams including self-pay and all sources of third party reimbursements. The Contractor must determine Regional Behavioral Health Authority (RBHA), AHCCCS, ALTCS, VA, TRICARE Standard and Medicare eligibility of clients and assist with client enrollment whenever feasible. The Contractor understands and agrees that all third party payments must be exhausted to offset program costs before Ryan White CARE Act funds are used.

3.7 BUDGET AND EXPENDITURES:

- 3.7.1 Contractor will submit Monthly Fiscal and Program Monitoring Reports for services performed on or before the fifteenth (15th) working day following the month in which services were performed. The billing packet includes a combination of pre-printed forms and CAREWare based reports and are to be printed and submitted in hard copy form to the Ryan White Part A office an example billing packet is in Exhibit 3.
 - A. The total administrative costs budgeted, including any approved indirect rate (inclusive of contractor and subcontractor(s)) cannot exceed **10%** of the amount of the contract award.
 - B. Administrative expenditures for this contract cannot exceed **10%** of the total expenditures of this contract. Any amount of administrative expenditures in excess of **10%** will be reimbursed to MCDHCM, Ryan White Part A Program.
 - C. Any disallowed expenditures are subject to the Contractor submitting a full reimbursement to MCDHCM, Ryan White Part A Program.
 - D. Contractors agrees to establish and maintain a "Financial Management System" that is in accordance with the standards required by the 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.

- E. Agree that all expenditures are in accordance with the budget as approved and attached to this Agreement.
- F. All expenditures and encumbered funds shall be final and reconciled no later than 90 days after the close of the grant year.

3.8 DUTIES

- 3.8.1 The Contractor shall perform all duties stated in Attachment "C" WORK PLAN
- 3.8.2 The Contractor shall perform services at the location(s) and time(s) "stated in " or as otherwise directed in writing, via contract amendment and/or task order.

3.9 INDEMNIFICATION:

~~To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, 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, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable. The contractor shall include a clause to this effect in all subcontracts inuring to the benefit of the Contractor or County~~

Each party (as Indemnitor) agrees to indemnify, defend, and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

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.~~

3.10 INSURANCE REQUIREMENTS:

- 3.10.1 The Contractor shall have in effect at all times during the term of this Contract insurance which is adequate to protect Maricopa County, its officers and employees, participants and equipment funded under the Contract against such losses as are set forth below. The Contractor shall provide County with current documentation of insurance coverage by furnishing a Certificate of Insurance or a certified copy of the insurance policy naming Maricopa County as an additional insured.
- 3.10.2 The following types and amounts of insurance are required as minimums:
 - 3.10.2.1 Worker's Compensation as required by Arizona law
 - 3.10.2.2 Unemployment Insurance as required by Arizona law
 - 3.10.2.3 Public Liability, Body Injury and Property Damage policies that insure against claims for liability for Contractor's negligence or maintenance of unsafe

vehicles, facilities, or equipment brought by clients receiving services pursuant to this Contract and by the lawful visitors of such clients. The limits of the policies shall not be less than \$1,000,000.00 for combined single limit.

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

3.10.3.1 General Liability, each occurrence; \$500,000.00

3.10.3.2 Property Damage; \$500,000.00

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

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

3.10.5 Professional Liability Insurance; \$1,000,000.00

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

3.11 Certificates of Insurance.

3.11.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

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

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.

3.11.2 **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.

3.12 NOTICES:

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

For County:

Maricopa County
Department of Materials Management
Attn: Director
320 West Lincoln Street
Phoenix, Arizona

3.13 REQUIREMENTS CONTRACT:

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

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

3.13.3 Contractor agrees to accept oral cancellation of purchase orders.

3.14 TERMINATION:

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

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

3.14.3 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.

3.15 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.

3.16 OFFSET FOR DAMAGES;

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

3.17 ADDITIONS/DELETIONS OF SERVICE:

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

3.18 USE OF SUBCONTRACTORS:

3.18.1 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.

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

3.18.1.2 All subcontract agreements must include a detailed budget and narrative, identifying all administrative costs as defined in section II.

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

3.18.2 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.

3.18.3 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

3.19 **AMENDMENTS:**

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

3.20 **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. A Task Order shall include, but is not limited to: budget amount, work plan, reference to special conditions of award, and/or any special reporting requirements. Amended Task Orders can be issued at any time. Both parties shall sign an amended Task Order.

3.21 **CHANGES:**

3.21.1 The Maricopa County Department of Health Care Mandates, with cause, by written order, make changes within the general scope of this Contract in any one or more of the following areas (Also see **AMENDMENTS & TASK ORDER SECTIONS**):

3.21.1.1 Work Statement activities reflecting changes in the scope of services, funding source or County regulations,

3.21.1.2 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,

3.21.1.3 Contractor fee schedules and/or program budgets.

Examples of cause would include, but are not limited to: non-compliance, under performance, reallocations from the Planning Council, or approved directives from the Planning Council.

3.21.2 Such order will not serve to increase or decrease the maximum reimbursable unit rate amount to be paid to the Contractor. Additionally, such order will not direct substantive changes in services to be rendered by the Contractor.

3.21.3 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.

3.22 AUDIT REQUIREMENTS:

3.22.1 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 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. 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).

3.22.2 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.

3.22.3 Comply with the requirement of the Federal Office of Management and Budget (OMB) Circular A-133. The Contractor is responsible for having an audit performed in accordance with, and when required, by OMB Circular A-133, and for sending a copy of the report issued as a results of the audit to the County within 30 days of issuance. The County reserves the right to engage an auditor, at the Contractor's expense, to perform an OMB Circular A-133 audit of the Contractor in the event that the Contractor shall fail to engage an auditor or the County shall reject or disapprove of the auditor engaged by the Contractor.

3.22.4 The Contractor shall also comply with the following OMB Circulars:

1. A-102 Uniform Administrative Requirements for Grants to State and Local Government.
2. A-110 Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals and other non-profit organizations.
3. A-122 Cost Principles for Non-Profit Organizations.
4. A-87 Cost Principles for State and Local Governments.
5. A-21 Cost principles for Education Institutions.

3.23 SPECIAL REQUIREMENTS:

3.23.1 The Contractor shall adhere to all applicable requirements of the Ryan White Comprehensive HIV/AIDS Treatment Modernization Act of 2006.

3.23.2 The Contractor shall participate in a minimum of two (2) provider technical assistance meetings and/or teleconference calls that will be scheduled by the MCDHCM throughout the year.

3.23.3 The Contractor shall provide the necessary administrative, professional and technical personnel for operation of the program.

- 3.23.4 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.
- 3.23.5 Contractor agrees to install and utilize the CAREWare client level reporting system as described in the Ryan White Part A Program Policies Manual. There are no licensing costs associated with the use of CAREWare. The provider is required to cover the cost for installing and configuring internal firewall devices to gain access to the CAREWare database.

3.24 **RELEASE OF INFORMATION:**

The Contractor agrees to secure from all clients 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 release form signed by the client. This release form must be signed by the client and grant release of named confidential file information to the Maricopa County Department of Health Care Mandates for the purpose of grant administration/monitoring for a period of five years from date of signature. 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, this provision does not apply to persons who receive Ryan White CARE Act Part A funded services anonymously.

3.25 **CERTIFICATION OF CLIENT ELIGIBILITY;**

- 3.25.1 The Contractor agrees to certify for eligibility all clients seeking services supported by Ryan White CARE funds, detailed in Section 1 of the Ryan White Part A Program Policies Manual. Such certification as detailed below shall be conducted at least every six months of service. Services may be provided to anonymous clients only at the specific approval of the MCDHCM and only as and if specified in this contract. Anonymous clients are not subject to the following certification of client eligibility requirements. An individual will be certified by the Contractor as being eligible for services if the following criteria are met:
 - 3.25.2 Documentation in the client's chart of the client's HIV+ status, consistent with HRSA guidelines as described in the MCDHCM Ryan White Title 1 Policy Manual.
 - 3.25.3 Documentation in the client's chart that no health and/or other form of insurance is in effect for the client which covers the cost of services available through this program.
 - 3.25.4 Documentation in the client's chart of client ineligibility for like services under other client and/or public assistance programs.
 - 3.25.5 Documentation in the client's chart of current residence in the EMA of Pinal and Maricopa counties and verification by Contractor, as detailed in MCDHCM's Ryan White Part A Policy Manual.
 - 3.25.6 Documentation of client charges consistent with sliding scale specified on the following chart unless the County waives charges.

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

Greater than 200%, but not exceeding 300%, of the official poverty line	Fees and charges for any calendar year may not exceed 7% of client's annual gross income
Greater than 300% of the official poverty line	Fees and charges for any calendar year may not exceed 10% of client's annual gross income

**** Free services may be provided to individuals with an annual gross family income of less than 200% of the official poverty line. Fees must be charged to clients whose annual gross family incoming is in excess of 200% of the official poverty line**

- 3.25.7 The Contractor's schedule of fees and charges must be published and made available to the public. Client income shall be verified and documented consistent with the MCDHCM Ryan White Part A Policy Manual.
- 3.25.8 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 Work Statement 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 Expenditure Report by discrete service. For audit purposes, the Contractor is responsible for maintaining necessary documentation to support provision of services.
- 3.25.9 The Contractor is required to have in place a procedure for verifying client eligibility for services. Eligibility for all clients must be recertified biannually (every 6 months), with the exception of HIV Status. Eligibility certification must be documented in each client record. The verification of these elements are a permanent part of the client's record and is to be maintained in a secure location for at least five (5) years after the client has left the service.

3.26 QUALITY MANAGEMENT:

- 3.26.1 The Contractor will participate in the EMA Quality Management program as detailed in the ***MCDHCM Ryan White Part A Program Policies Manual***. *See link found on cover page.*
- 3.26.2 The Contractor will utilize and adhere to the most current Standards of Care as developed by the Phoenix EMA Planning Council.
- 3.26.3 The Contractor will develop and implement an agency-specific quality management plan for Part A-funded services. The Contractor will conduct Quality Improvement projects at the agency level utilizing the Plan-Do-Check-Act (PDCA) model.
- 3.26.4 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.
- 3.26.5 The Contractor will participate in the Quality Management Ad Hoc Advisory Committee as requested by the County.
- 3.26.6 Conduct and provide documentation of quality assurance and improvement activities, including maintenance of client satisfaction surveys and other mechanisms as designated by the County.
- 3.26.7 Maintain a comprehensive unduplicated client level database of all eligible clients served and 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.

- 3.26.8 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.
- 3.26.9 Participation in QM trainings sponsored by the County is mandatory. The Contractor understands that non-participation in these types of events may result in not complying with the Standards of Care as mandated by the Ryan White CARE Act. Further, such non-participation in QM trainings could result in prompting a performance monitoring site visit.

3.27 REPORTING REQUIREMENTS:

- 3.27.1 The contractor agrees to submit as a “hard copy” document, Monthly Fiscal and Program Monitoring Reports on or before the **fifteenth (15th)** day of the month following the end of the reporting period on forms substantially similar to those included in sections 4 and 6 of the Ryan White Part A Program Policies Manual. **The billing packet is delivered via hardcopy to the Ryan White Part A office.** Reporting requirements includes, but not limited to: **1)** A narrative describing progress made towards achieving service goals as well as problems and issues impeding program implementation. **2)** Expenditure report identifying billing to the MCDHCM for services provided during the reporting period; **3)** Compilation of data on a cumulative, yearly, unduplicated-count basis shall be required, with data reporting in scanable and/or electronic file formats; **4)** Compilation of data for outcome measure studies conducted as mutually agreed by Contractor and the MCDHCM; and **5)** And any additional or specific reports deemed necessary under Section IV of this contract.
- 3.27.2 The contractor agrees to submit quarterly program monitoring reports on or before the **thirtieth (30th)** day of the month following the end of the reporting period detailing a quarterly and year to date unduplicated-count of clients serviced and the services provided (duplicated count).
- 3.27.3 The contractor agrees to submit a final end of year program report detailing actual expenditures for the grant year, including administrative expenditures, and an annual unduplicated client level demographic report for the contract year and calendar year no later than 60 days following the close of the grant year.

3.28 PROGRAM MARKETING INITIATIVES:

- 3.28.1 When issuing statements, press releases and other documents describing projects or programs funded in whole or in part with Ryan White Part A funds, the Contractor shall clearly state: 1) The percentage of the total costs of the program or project which will be financed with Ryan White funds; 2) The dollar amount of Ryan White funds for the project or program, and 3) The percentage dollar amount of the total costs of the project or program that will be financed by nongovernmental sources. Further, all such statements, press releases, and other documents describing programs or services funded in whole or in part with Ryan White CARE Act funds shall reference the funding source as the federal Department of Health and Human Services, Health Resources and Services Administration, the Ryan White Comprehensive HIV/AIDS Treatment Modernization Act of 2006, and the Maricopa County Department of Health Care Mandates. Such references to funding source must be of sufficient size to be clear and legible.
- 3.28.2 Contractor is responsible for advertising Ryan White Part A services. Such advertisement is to promote/incorporate the following components: Services rendered, venues/locations, and hours of operation. The content of any and all advertising for these services must be pre-approved by the County and be in a format allowed by Local, State and Federal regulations.

- 3.28.3 Contractor is responsible to ensure that all appropriate program descriptions, including hours and locations, are disseminated to the community and other providers to ensure that clients have access to care.

3.29 OTHER REQUIREMENTS:

- 3.29.1 Contractor will maintain discrete client files for all individuals served and will secure the necessary releases of information to allow for periodic review of all pertinent client information by employees of County and/or their designated representatives.
- 3.29.2 Monthly Fiscal and Program Monitoring Reports, Utilization Statistics and HRSA-mandated Administrative Reports will be submitted to: Ryan White Part A Program; Maricopa County Department of Health Care Mandates; 4041 N. Central Ave., Suite 1400, Phoenix, Arizona 85012

Monthly Fiscal and Program Monitoring Reports are due on or before the 15th of the month following the end of the reporting period.

- 3.29.3 Quarterly Program Utilization reports will be submitted to: Ryan White Title 1 Program; Maricopa County Department of Health Care Mandates; 4041 N. Central Ave., Suite 1400, Phoenix, Arizona 85012 within **thirty (30)** days following the month end of the quarterly reporting period.
- 3.29.4 Written Annual Expenditure (Close Out), Equipment Log, and Program and Utilization Statistics Reports will be submitted to: Ryan White Part A Program; Maricopa County Department of Health Care Mandates; 4041 N. Central Ave., Suite 1400, Phoenix, Arizona 85012 within 60 days of the expiration of the contract year.
- 3.29.5 Contractor shall respond to all additional requests for information solicited by County when they are submitted in writing within **72** hours of receipt of MCDHCM request.
- 3.29.6 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 *MCDHCM Ryan White Part A Program Policies Manual*. *See link found on cover page.*

3.30 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.31 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. 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.

If the Contractor's books, records and other documents 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.

3.32 AUDIT DISALLOWANCES:

- 3.32.1 The Contractor shall, upon written demand, reimburse Maricopa County for any payments made under this Contract, which are disallowed, by a Federal, State or

Maricopa County audit in the amount of the disallowance, as well as court costs and attorney fees which Maricopa County incurs to pursue legal action relating to such a disallowance.

- 3.32.2 If at any time it is determined by County that a cost for which payment has been made is a disallowed cost, County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor.
- 3.32.3 The Contractor shall be responsible for repayment of any and all applicable audit exceptions, which may be identified by County, State and Federal auditors of their designated representatives, and reviewed by the Contractor. The Contractor will be billed by the County for the amount of said audit disallowance and shall promptly repay such audit disallowance within 60 days of said billing.

3.33 **CONTRACT COMPLIANCE MONITORING:**

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.

3.34 **AVAILABILITY OF FUNDS:**

- 3.34.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The Director shall be the sole judge and authority in determining the availability of funds under this Contract and County shall keep the Contractor fully informed as to the availability of funds.
- 3.34.2 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.

3.35 **RESTRICTIONS ON USE OF FUNDS:**

- 3.35.1 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:
 - 3.35.1.1 Under any State compensation program, under any insurance policy, or under any Federal, State, or county health benefits program; or
 - 3.35.1.2 By an entity that provides health services on a prepaid basis.
- 3.35.2 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 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.

- 3.35.3 The federal Office of General Counsel and County emphasize that CARE 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 CARE Act funds and the intended recipient's HIV status.
 - 3.35.4 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.
 - 3.35.5 The Ryan White CARE Act limits the administrative expenses to not more than **10%** of the total expenditures incurred for that contract. The Act defines allowable "administrative activities" to include:
 - 3.35.5.1 Usual and recognized overhead, including established indirect rates for agencies;
 - 3.35.5.2 Management and oversight of specific programs funded under this title; and
 - 3.35.5.3 Other types of program support such as quality assurance, quality control, and related activities."
- 3.36 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS:
- 3.36.1 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.
 - 3.36.2 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.
 - 3.36.3 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.
- 3.37 ALTERNATIVE DISPUTE RESOLUTION:
- 3.37.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:
 - 3.37.1.1 Render a decision;
 - 3.37.1.2 Notify the parties that the exhibits are available for retrieval; and

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

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

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

3.38 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.

3.39 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.

3.40 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.

3.41 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.

3.42 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.

3.43 EQUAL EMPLOYMENT OPPORTUNITY:

3.43.1 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.

3.43.2 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.

3.44 **RIGHT OF PARTIAL CANCELLATION:**

If more than one service category (Work Statement) 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 (Work Statement) obligations.

3.45 **RIGHTS IN DATA:**

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

3.46 **INTEGRATION:**

This Contract and the respondents' response 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.

3.47 **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

3.48 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

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

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

3.48.1.3 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

3.48.1.4 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.

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

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

3.49 MEDIATION/ARBITRATION:

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

3.50 CULTURAL COMPETENCY:

3.50.1 The Contractor shall meet any and all federal standards on cultural competency and develop and implement organizational policies that comply with federal standards. CLAS Standards are included in section 11 of the Ryan White Part A Program Policies Manual. *Also see Exhibit 4.*

3.50.2 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. *Also see Exhibit 4.*

3.51 RW CAREWARE DATA BASE:

The MCDHCM requires the installation and utilization of HRSA-supplied Ryan White CAREWare software for reporting purposes, to include quality management program reporting requirements. The Contractor agrees to install, collect, and report all data requested by the MCDHCM via RW CAREWare within 60 days of request by the MCDHCM. The Contractor agrees to participate in technical assistance training and/or informational presentations for CAREWare at various times scheduled during the contract year.

CAREWare is used for client level data reporting and is used for monthly billing reports, demographic reports, and various custom reporting. Samples of these reports can be found in sections 4-6 of the Ryan White Part A Program Policies Manual. The CAREWare software is supported by the Part A office for training and end user support. 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 VPN cards for each user within their organization. The CAREWare software and central database are explained in sections 4-6 of the Ryan White Part A Program Policies Manual.

3.52 IMPROPRIETIES AND FRAUD:

- 3.52.1 The contractor shall notify MCDHCM 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 MCDHCM shall occur in writing within 24 hours of detection.
- 3.52.2 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)

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

3.53 ADHERENCE TO MCDPH POLICIES:

- 3.53.1 Contractor shall adhere to all MCDHCM Ryan White Part A Program Policies. Such policies are referenced in the *MCDHCM Ryan White Part A Program Policies Manual*.
• *See link found on cover page.*

3.54 REFERRAL RELATIONSHIPS:

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 MCDHCM upon request.

3.55 POLICY ON CONFIDENTIALITY:

- 3.55.1 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.
- 3.55.2 The Contractor shall establish and maintain written procedures and controls that comply with Arizona Administrative Code (A.A.C.) R9-1-311 through R9-1-315 regarding disclosure of confidential medical information and records. No medical information contained in Contractor’s records or obtained from County, or from others in carrying out its functions under this Contract shall be used or disclosed by Contractor, its agents, officers, employees or subcontractors except as is essential to the performance of duties under this Contract or otherwise permitted under applicable statutes and rules. Disclosure to County is deemed essential to the performance of duties under this Contract. Neither medical information nor names or other information regarding any person applying for, claiming, or receiving benefits or services contemplated in this Contract, or any employer of such person shall be made available for any political or commercial purpose. Information received from a Federal agency or from any person or provider acting under the Federal agency pursuant to Federal law shall be disclosed only as provided by Federal law.
- 3.55.3 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.

3.55.4 Confidential communicable disease related information may only be disclosed as permitted by law, and only consistent with the *MCDHCM Ryan White Part A Program Policies Manual*.. *See link found on cover page.*

3.56 EQUIPMENT:

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

3.56.2 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.

3.56.3 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.

3.57 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.

3.58 FORMAT AND CONTENT (WHAT TO PROVIDE-APPLICANT):

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below (Responses are limited to no more than 15 pages of narrative, single sided, 10 point font type)

3.58.1 Letter of Transmittal (Exhibit 2)

3.58.2 **Narrative – Provide a brief narrative (not to exceed 15 pages), fully describing your organization, and the personnel assigned to this service category and how you plan on meeting the needs of the plwh/a population.**

Provide a brief response to each of the sections listed below:

- **-Targeted population**
- **-How Ryan White funds will be utilized to keep plwh/a in care.**
- **-How your organization will work within the HIV/AIDS community to provide coordinated care to eligible clients**
- **-Your agency's experience with infectious disease.**

o **-Other funding used by your agency to care for plwh/a**

- 3.58.3 Completed Application Form (Attachment A), including any applicable proof of licensing, certifications, etc., as requested. In the event that any given section is not applicable to the service you/your company are offering a proposal response to, the section shall be noted as N/A (not applicable).
- 3.58.4 Pricing and Budget Form (Attachment B)
- 3.58.5 Work Plan (Attachment C), fully completed, without exception.
- 3.58.6 Agreement/Signature Page (Attachment D) inclusive of vendor/applicant portion completed and signed.

3.59 EVALUATION OF PROPOSAL – SELECTION FACTORS:

An Independent Review Panel (IRP) shall be appointed, at the direction of the MATERIALS MANAGEMENT DIRECTOR, and chaired by the Materials Management Department to evaluate each Proposal and prepare a scoring of each Proposal to the responses as solicited in the original request. At the County’s option, proposing firms may be invited to make presentations to the IRP. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). **Proposals will be evaluated on the following criteria which are listed in order of importance and determine the acceptability of each respondent’s proposal. (PROPOSALS SHALL BE EVALUATED AS ACCEPTABLE OR NOT ACCEPTABLE BASED ON THE FOLLOWING CRITERIA).**

- 3.59.1 Agency’s approach and philosophy and how it relates to the service delivery goals as outlined in the 2006-2009 Phoenix EMA Comprehensive Plan. The goals that apply to service delivery are:
- 3.59.2 Goal 1: Improve delivery of core services and other services to populations with the greatest needs.
- 3.59.3 Goal 2: Improve entry into care by streamlining the eligibility process.
- 3.59.4 Goal 3: Identify individuals who are aware of their HIV status and are not in care, and facilitate their entry into care.
- 3.59.5 Goal 4: Improve access to services through multiple approaches.
- 3.59.6 Goal 5: Provide a continuum of HIV/AIDS services that is culturally and linguistically appropriate.
- 3.59.7 Goal 7: Improve the integration and coordination among care services and between HIV care and prevention.
- 3.59.8 Agency’s proven skills and technical competence, including all subcontractor agreements proposed.
- 3.59.9 Staff qualifications and credentials
- 3.59.10 Proposed budget inclusive of unit of service cost(s).

3.60 RESPONDENT REVIEW OF DOCUMENTS.

The Respondent shall review its Proposal/Response submission to assure the following requirements are met.

- 3.60.1 **Mandatory:** One (1) original hardcopy (labeled), three (3) hardcopy copies of their proposal/response, inclusive of all required submissions, and one (1) electronic copy of all required submittal documents, on a CD (**no pdf files**)
- 3.60.2 **Mandatory:** Attachment “A”, Application
- 3.60.3 **Mandatory:** Attachment “B”, Pricing and Budget Agreement; and
- 3.60.4 **Mandatory:** Attachment “C”, Work Plan
- 3.60.5 **Mandatory:** Attachment “D”, Signature/Agreement Page
- 3.60.6 **Mandatory:** Narrative as defined in Section 4.58.2 above
- 3.60.7 **Mandatory:** Letter of Transmittal (Exhibit 2)

3.61 **VENDOR REGISTRATION:**

All applicants/respondents shall be registered as a vendor with Maricopa County. No contract awards can be made to a applicant/respondent who has not successfully completed vendor registration. See Exhibit 1 Vendor Registration Procedures.

NARRATIVE

Section 4 Proposed Care Plan

Problem Statement

Most inmates within the Arizona Department of Corrections who have been diagnosed as HIV+ will ultimately be released to the community. After release, many people living with HIV/AIDS (PLWHA) have multiple barriers to accessing necessary transitional (non-medical) case management and primary medical care services; these include geographic and transportation barriers. For many of these individuals, crucial social supports which could ameliorate some of these barriers have been lost or diminished as a result of incarceration. Many of these individuals will be eligible for services through the Ryan White HIV/AIDS Treatment Modernization Act of 2006 (Ryan White Act) programs. Therefore, access to pre-release planning for these services and continuity of care upon release is crucial. The proposed care plan has been developed to assist these individuals in overcoming these barriers by developing vital community connections and obtaining necessary information prior to release. This plan coincides with the current discharge planning process for HIV+ inmates incarcerated within the Arizona Department of Corrections (ADC) and mirrors the service definition identified in Serial 07095-RFP.

Qualifications

ADC is not new to this area of service and continues to build and solidify working relationships with community AIDS Service Organizations (ASO), since they are key resources to accessing the services ADC inmates will need to maintain a healthy lifestyle upon release. Over the past several years, ADC has worked with the Arizona Department of Health Services (ADHS), HIV Care Directions, Pinal Gila Long Term Care (P/GLTC), Southwest Behavioral Health, and Southern Arizona AIDS Foundation as well as other community ASOs to formulate and implement a plan to more effectively and efficiently serve the HIV+ inmates within ADC. The following plan was developed and has been accomplished:

1. Create a staff position entitled Health Planning Consultant to provide discharge planning services within the requirements and legal authority of ADC and to provide coordination and access to transitional non-medical case management services within the community.
2. Relocate most PLWHA within ADC to prisons within Maricopa and Pinal counties. This action allows inmates requiring high levels of specialized medical care to be centrally located, thus facilitating more efficient use of medical staff.

In 2007, ADC established and staffed a full-time Health Planning Consultant position dedicated to providing for the varied and complex release planning needs and the confidentiality requirements of inmates with HIV/AIDS+. Ms. Dianna Contreras was hired and assigned as primary Health Planning Consultant. Her education and professional experience include 10 years in the field of health and wellness, including four years developing and directing a community-based agency providing medical care and resource referrals for clients. Ms. Jacqueline Miller was hired and later assigned as Health Planning Consultant Supervisor. Her education and professional experience include seven years in community-based case management for elderly/ disabled clients and incarcerated HIV/AIDS+ clients. Resumes are attached for both these staff. Administrative support staff will be assigned as necessary; a job description is included for this position.

Incarcerated HIV/AIDS+ individuals are often hesitant to identify themselves to other inmates as HIV+ because it poses a potential threat to their safety. For this reason, ADC has been careful not label this new position as dedicated to HIV+ inmates but to group it with the two other Health Planning Consultant positions. This promotes confidentiality and facilitates reaching individuals who would otherwise be reluctant to participate in any program related to HIV services. The process of relocating PLWHA within the Phoenix EMA geographic area has been completed but continues to be ongoing as other PLWHA are identified.

In addition to case management services, ADC Health Services maintains a staff of health care professionals to provide medical and dental care services to all inmates, including but not limited to those diagnosed with HIV/AIDS, STDs, Hepatitis C, and other infectious diseases. Funding for ADC Health Services is provided through budgeted, appropriated state funding.

Statistical Data

The following statistical data indicates HIV+ inmate placement within the ADC system and the projected release numbers for FY 2008-2009:

ADC Facility Name/ Location	Current Number HIV+ Inmates	Adjustments to Current Population	Number of Projected Releases FY 08-09
Eyman Prison, Florence, Arizona	37	1% population adjustment	11
Florence Prison, Florence, Arizona	77	3% population adjustment	31
Tucson Prison, Tucson, Arizona	18	5 that cannot move	7
Perryville Prison, Goodyear, Arizona	13	0	7
Lewis Prison, Buckeye, Arizona	15	1% population adjustment	6
Phoenix Prison, Phoenix, Arizona	6	0	4
Totals	166	5% population adjustment	66

Based on current records, the projected total number of expected releases of HIV+ inmates from ADC for FY 08-09 may increase by as many as 20-30 due to inmates that are newly incarcerated, newly diagnosed, or those who re-enter the correctional system. **The total of expected releases for FY 08-09 is 90.**

As shown by the chart above, the majority of HIV+ inmates are maintained within the two ADC prisons located in Pinal County: Eyman Prison and Florence Prison. The following chart shows the number of inmates served in Pinal County for the respective years as well as the projected numbers to be served in FY 08-09:

Fiscal Year	Number of Incarcerated HIV+ Persons Served	Number of Direct Service Hours Provided	Number of Projected Direct Service Hours Required
2004-05	13	80.5	Data not available
2005-06	41	201.75	Data not available
2006-07	110	TBD	Data not available
2007-08	88 estimated	470.75 estimated	1883
2008-09	90 projected	426 projected	1704

ADC is able to identify those inmates who can be served and within what timeframe, both by total number and individual release date. Weekly staff meetings are conducted to exchange updated release data. This essential weekly planning and staffing process will continue because situations can change quickly within the prison setting.

Procedures

ADC has worked with community ASOs to establish referral instruments (Attachment A) which provide sufficient information to establish eligibility to receive Ryan White funded services and other pertinent information which may affect the client’s ability to re-establish access to community based services. ADC policy and procedures for transitional (non-medical) case management have been developed and implemented. However, additional policies and procedures may be required to assure compliance with all requirements of the Ryan White Act and Maricopa Health Care Mandates contract requirements.

During the initial interview with the Health Planning Consultant, the inmate will be provided information about available services, eligibility and conditions of acceptance for services. In addition, the Health Planning Consultant will determine the client’s perception of services needed. Information elicited regarding the client’s overall situation is recorded in the client’s file. Based on the policies of the Ryan White Act, these results are used to determine if the individual is eligible to receive community services. On the other hand, every HIV + client is eligible for transitional (non-medical) case management services.

Clients are informed of their rights and responsibilities in relation to services. They are advised that services are intended to assist them in reaching their overall goal, in establishing or re-establishing connections to community based services, and in achieving or maintaining self-sufficiency, including the reduction or prevention of dependency. Resources are explored to determine if client services may be available from another pay source. If no other source is available and the client's income is within 300% of the federal poverty guidelines (FPG), services will be provided through Ryan White Act funds. In addition, a determination is made as to whether the client's need requires one-time, short term, or emergency services.

Any individual requesting transitional (non-medical) case management services will receive a face to face interview within 10 days or as soon as the client becomes eligible within the window of 90 days before the expected release date. Ryan White Standards of Care for non-medical case management services will be followed. With input from the individual inmate, interested family members, and/or caregivers (as authorized by the client), a care plan will be developed in which the Health Planning Consultant will establish and record the individual's goals. The care plan will:

- Identify and record what services are to be provided to the individual (both formal and informal).
- Identify and record how services are to be provided, regardless of funding sources.
- Identify and record who will provide the services. This will also include client participation in the plan of care.
- Identify and record when the plan will begin, when it is to end, when specified milestones are to be accomplished and when progress is to be assessed.
- Identify and record the criteria for measuring the results to be achieved by the plan.
- Identify and record the process to be utilized for renegotiating the care plan.

Experience has shown that many clients require a period of skilled case management and community referral service when they transition to the community. The Health Planning Consultant will make arrangements for referrals to community-based care, home-based care or other forms of less intensive care as necessary and will, in this manner, be able to prevent or reduce inappropriate hospitalization or institutional care. Once supportive services are initiated, those same clients often periodically deteriorate and require additional skilled services to re-stabilize. Depending upon the timeframe of these post-release occurrences, the Health Planning Consultant or community case managers may provide additional assistance.

On occasion, clients may require ongoing skilled services for an indefinite period of time to avoid hospitalization or institutionalization. In other instances, the Health Planning Consultant or the community case managers would secure referrals for admission for institutional care when other forms of care are not appropriate. Other funding sources, such as Medicare, Private Insurance, ALTCS, AHCCCS, V.A., Private Pay, etc., would be sought and utilized prior to using the Ryan White Act funds for these purposes. When the client chooses services from another pay source, Ryan White Act services will be provided during the transition period to avoid gaps in services. Clients will always be afforded the opportunity to choose from whom they will receive services when one or more funding sources are identified.

For each service paid through Ryan White Act funds, the Health Planning Consultant will authorize and record the services to be provided to the individual on the care plan. For services which are sought from the community, the Health Planning Consultant will assist the client as necessary in completing referrals and accessing services and will record the referral on the care plan and in the case file. For services which the individual is presumed eligible from another pay source such as Medicare, Hospice, or ALTCS, the Health Planning Consultant will coordinate and facilitate access to and delivery of services to the individual and record this information.

When an individual appears to be potentially eligible for services from another pay source but that source is reluctant to provide services, the Health Planning Consultant will assist the individual in obtaining necessary services and resources. Clients are encouraged to apply for and cooperate with the application process for all services from another pay source for which they appear to be potentially eligible prior to receiving services through Ryan White Act funding.

If it is determined during assessment that the client may not require additional services but rather proper utilization of existing services, the Health Planning Consultant will provide financial assistance information and referral to appropriate resources. This scenario is particularly important to those individuals who request home delivered meals because they cannot afford to buy food. In such cases, referrals are made for food stamps and food boxes. It is

important that clients be assisted to achieve and maintain economic self-support to prevent, reduce, or eliminate dependency. Only through a thorough assessment can the necessary information be elicited to identify a client's true need and access the coordinating service(s) to meet that need.

The Health Planning Consultant must have an extensive knowledge of available community resources which the client might require and be eligible to receive, such as primary medical care, emergency services, behavioral health, housing, transportation, energy/utilities assistance, home repairs, food supply services, clothing, day care, and other support services as well as informal support and services.

The transitional (non-medical) case management approach to assisting clients in obtaining their goals will be to provide support, information, referral services, and advocacy as necessary. In the event the client demonstrates an inability to identify and establish steps toward obtaining his/her goals due to cognitive or other impairment, the Health Planning Consultant may provide direct intervention, such as direct contact with family members, the courts, or the public fiduciary, to develop a care plan to assist with the client's overall goals.

The Health Planning Consultant will monitor and document the effectiveness of the client's care plan in a variety of ways. Through review and approval of monthly billing reports received from the home and community-based service providers and through monthly meetings and consultation with the service providers, the Health Planning Consultant will be able to identify and record the individual's progress toward established goals, for documentation in the client's file. If problems or new needs are identified, the Health Planning Consultant will attempt to resolve any problems related to the care plan or adjust services authorized to continue to meet the client's needs. All adjustments to the care plan will be documented in the file. If the client disagrees with the decisions made regarding their services, the Health Planning Consultant may assist the individual with appeals, hearings, and/or grievances.

The Health Planning Consultant will document on the progress notes each direct contact made. Any phone calls or meetings that take place on the client's behalf will also be documented in the progress notes. By following up on referrals, the Health Planning Consultant will verify whether or not specific needs have been met or if another referral is needed. If additional referrals are indicated, the Health Planning Consultant will assist the client in completing the referral documents. Depending on the client's functional ability, this could vary from giving the client the name and phone number of an agency to completing the application in the client's behalf. Adjustments are made in the care plan as warranted.

During routine assessments, the Health Planning Consultant will identify, assess, and record the individual's progress toward his or her goals. When a client's service goals have been met, the Health Planning Consultant will document in the client record. The Health Planning Consultant will also identify and record on the care plan any changes to the client's status which would impact eligibility for services. Service providers will be notified of the end date for services. The client is given a "Notification of Status" form which explains the change in services and the reason for the change, whenever services are opened, adjusted or closed. The Health Planning Consultant will also identify and record the reasons for closure of the plan in the client's file. When all of the client's services are closed, the client is informed that if transitional (non-medical) case management services are needed again in the future, they can contact the Health Planning Consultant and request another needs assessment. If only one of the services has been terminated, the Health Planning Consultant will provide follow-up services to determine whether benefits were retained or new services are needed.

Due to the security risks of being identified as HIV+, an inmate must exercise safety precautions, which include not possessing any documentation that might link him/her to HIV services. Therefore, a process has been developed to provide all necessary documents to the inmate as he/she physically leaves the correctional facility, including a copy of the care plan, transportation voucher, provider information relating to community based services, etc.

Within 30-45 days after the client's release from the correctional facility, the Health Planning Consultant will complete a referral for continued community-based case management with a qualified Ryan White Act provider of the client's choice. ADC has implemented systems with numerous community agencies to provide eligibility documentation for referral of incarcerated clients, which allow those being served by ADC to skip intake and be directly assigned to a community-based case manager. The Health Planning Consultant will continue to provide transitional (non-medical) case management services to the client after release for a maximum of 60 days or until it has been verified and documented that the client is linked with and actively receiving case management services from a community based Ryan White Act funded agency in the area in which they live.

Evaluation of Services

The transitional (non-medical) case management program incorporates the following mechanisms for evaluation of services rendered:

Review/Reassessment Lists: Monthly lists containing the names of clients due for review and reassessment are obtained by the Health Planning Consultant on the first of each month. These lists are used to ensure that caseloads are managed in a timely manner.

Monthly Report: This report is completed by the Health Planning Consultant at the end of each month outlining the number of initial interviews, reviews, and reassessment visits that were due, completed/not completed, and the reason(s) they were not completed. Information submitted on this form notifies the Health Planning Consultant's supervisor of workload status.

Provider Conferences: The provider conference teams, composed of ASOs, other community providers, and the Health Planning Consultant, will meet monthly to perform ongoing review of services provided. Each client case is reviewed every 90 days or more often as needed. Areas addressed include: current services, current status (to include comprehensive physical, social and environmental issues), progress toward stated case objectives (new and/or ongoing), and recommendations (new and/or ongoing). The review/reassessment lists described above are distributed to providers a month in advance of the client's review date. During that month, the provider can observe the client and record any recommendation for changes in the client's care plan. These recommendations are then presented to the Health Planning Consultant for consideration during the review/reassessment. For good coordination of services, it is important for the Health Planning Consultant to maintain frequent communication with the other service providers. Written documentation of these meetings is maintained in the client's case record.

Semi-Annual Case Record Review: Twice annually, 10 percent of selected individual client records initiated, revised or closed during the previous six months will be reviewed. A team composed of the Health Planning Consultant and the Health Planning Consultant Supervisor will review the sample of records to assess that program policies are followed and the extent to which prevailing professional standards are met. An agency evaluation instrument will be developed to review the specific services offered. The review will include but not be limited to verification that:

- Initial assessments, reviews and reassessments are completed within established time frames.
- Provider conferences took place as identified in policy and the client care plan.
- The client's needs/resources have been explored and goals have been set.
- Client's status on a waiting list for services was monitored routinely and other services were sought and provided to alleviate a gap in services.
- The amount of direct service time documented in the chart equals what was billed to Maricopa County Health Care Mandates (MCHCM).

Client Satisfaction Surveys - A survey will be conducted annually with 10 percent of randomly selected clients who have been referred for transitional (non-medical) case management services, who currently received services, or who were closed to services during the fiscal year. Information requested will be directly related to the client's perception of their satisfaction with the transitional (non-medical) case management service they received. If the client is unable to respond, the survey will be conducted with the primary care giver. A compilation of this information will be submitted on the annual report.

Annual Report: An annual evaluation will be completed to assess the performance of the program. This evaluation may include but not be limited to a compilation of monthly reporting data and a visual comparison of productivity for the same time period during the current and previous years. All information gathered will be compiled into an Annual Report and provided to MCHCM. This report will be designed in cooperation with MCHCM to reflect the current needs of HIV+ incarcerated individuals requiring transitional (non-medical) case management services.

ADC guarantees that service will be initiated within the first 30 days of the contract.

The staffing pattern that will be utilized for this program is:

- 1.0 FTE Health Planning Consultant
- .10 FTE Administrative Secretary III
- .10 FTE Health Planning Consultant Supervisor

Work Statement

Service Goals

1. Provide HIV+ individuals who are currently incarcerated in ADC facilities within Pinal and Maricopa counties access to information about transitional (non-medical) case management services available in prison and in the community.
2. Assure compliance with all requirements of the Ryan White HIV/AIDS Treatment Modernization Act of 2006 and MCHCM contract requirements for transitional (non-medical) case management services.
3. Ensure access to intake for transitional (non-medical) case management delivery in a culturally competent manner.
4. Provide professional, comprehensive, quality transitional (non-medical) case management services to qualified individuals incarcerated in ADC prison facilities throughout the Phoenix EMA.

Objective A

Provide documentable assurances of relationships among ADC and local AIDS Service Organization (ASO) providers.

<u>Activity</u>	<u>Completion Date</u>
A.1 Continue to conduct organizational meetings among appropriate ADC administrators in the Phoenix EMA.	March 1, 2008 & on-going
A.2 Review and update the health services that are legally mandated within the correctional system	March 1, 2008 & on-going
A.3 Review and assess how ADC addresses the discharge planning needs, continuity of treatment, and community linkages for HIV+ inmates	March 1, 2008 & on-going
A.4 Continue to identify any obstacles or service gaps which might inhibit HIV+ inmates from establishing or re-establishing linkages for care within the community setting.	March 1, 2008 & on-going
A.5 Update/ develop new written plans of action (Memoranda of Understanding) under which each ASO provider agrees to participate and cooperate in the discharge planning process to advocate for and support HIV+ inmates as they re-establish linkages to community based care. List specific tasks to be completed by each party.	March 1, 2008 & on-going
A.6 Identify potentially eligible clients.	March 1, 2008 & on-going

Objective B

Review, revise/develop, and implement ADC policies and procedures to ensure compliance with all requirements of the Ryan White HIV/AIDS Treatment Modernization Act of 2006 and MCHCM contract requirements, inclusive of determination of client medical, income and residence requirements, confidentiality provisions, and audit/accounting standards and controls.

<u>Activity</u>	<u>Completion Date</u>
B.1 Develop written program policies and procedures technical manual.	March 1, 2008 & on-going
B.2 Continue to verify medical eligibility consistent with Health Resources and Services Administration (HRSA) guidelines.	March 1, 2008 & on-going
B.3 Continue to verify financial eligibility as established by Ryan White HIV/AIDS Treatment Modernization Act of 2006.	March 1, 2008 & on-going
B.4 Use the fee schedule defined in the Ryan White HIV/AIDS Treatment Modernization Act of 2006 when assessing client's ability to contribute toward cost of care.	March 1, 2008 & on-going
B.5 Verify that clients receiving transitional (non-medical) case management services reside in the EMA.	March 1, 2008 & on-going
B.6 Continue to advise clients of the need for and their rights pertaining	March 1, 2008 & on-going

	to confidentiality and HIPPA compliance as noted in existing ADC policies. Clients will be asked to sign established releases for chart reviews by MCHCM and ADC Quality Management personnel, and specific releases of information for medical and service providers in order to coordinate client care. Clients will continue to be offered a copy of these signed releases and apprised of potential effects on service coordination if these are not signed.	
B.7	Conduct a client satisfaction survey in Spanish and English. The results of the survey will be compiled in a report and submitted to MCHCM, Title I program manager.	September 1, 2008
B.8	Apply established policies pertaining to audit accounting procedures and controls as mandated by ADC accounting policies.	March 1, 2008 & on-going

Objective C

Establish a referral system for eligible clients to access transitional (non-medical) case management services.

<u>Activity</u>	<u>Completion Date</u>	
C.1	Continue to utilize the referral instrument (Attachment 1) to provide information necessary to establish eligibility to receive Ryan White Act funded services and other pertinent information which may affect the client's ability to access community-based services.	March 1, 2008 & on-going
C.2	Continue to accept referrals/requests for services within 90 days of the pending release date.	March 1, 2008 & on-going
C.3	Maintain routine weekly staffing meetings at which information regarding pending release dates and any necessary changes will be communicated to affected ADC staff and ASO representatives.	March 1, 2008 & on-going

Objective D

Obtain access to eligible clients.

<u>Activity</u>	<u>Completion Date</u>	
D.1	Maintain Health Planning Consultant position to access eligible clients face-to-face.	March 1, 2008
D.2	Establish a system of notification of staff and inmates regarding pending appointments with the Health Planning Consultant.	March 1, 2008 & on-going

Objective E

Provide a comprehensive screening intake procedure, utilizing professionally trained staff.

<u>Activity</u>	<u>Completion Date</u>	
E.1	Determine client eligibility for the Ryan White HIV/AIDS Treatment Modernization Act of 2006 services with HIV+ clients.	March 1, 2008 & on-going
E.2	Verify that the client is within 90 days of anticipated release from ADC custody.	March 1, 2008 & on-going
E.3	Complete client intake which includes: client demographic information, mandated client release of information and a brief description of client status.	March 1, 2008 & on-going
E.4	Explain to clients all program and service procedures and appropriate time elements and requirements.	March 1, 2008 & on-going
E.5	If transitional (non-medical) case management services are required, proceed with the provisions in Objective F.	March 1, 2008 & on-going

Objective F

Provide professional, comprehensive transitional (non-medical) case management services to eligible individuals incarcerated in ADC in all parts of Maricopa and Pinal Counties.

Activity	Completion Date
F.1 Review documentation of program eligibility.	March 1, 2008 & on-going
F.2 Establish a schedule of visits with the inmate client to complete the tasks necessary to accomplish quality discharge planning activities and to assist the client with re-establishing linkages to the community upon release.	March 1, 2008& on-going
F.3 Complete a bio-psychosocial assessment with the inmate client which identifies the short term and long term needs in the client's native or chosen language through the use of an interpretive service if necessary.	March 1, 2008 & on-going
F.4 With client participation, develop a comprehensive care plan that includes problems, goals and culturally appropriate interventions.	March 1, 2008 & on-going
F.5 Secure appropriate releases of information.	March 1, 2008 & on-going
F.6 Mobilize and monitor services.	March 1, 2008 & on-going
F.7 Staff client's pending release information weekly with the ADC HIV+ Services Coordinator personnel for any change in the client's release date that would affect the procurement or initiation of services.	March 1, 2008 & on-going
F.8 Follow-up with the client within ten days of release, to monitor and assure effectiveness of referrals and interventions. These contacts may be conducted by phone or in person.	March 1, 2008 & on-going
F.9 Complete a referral for ongoing community based case management services to ASO providers immediately upon the inmate client's release from prison to a community based setting in Maricopa and Pinal County.	March 1, 2008 & on-going
F.10 To ensure continuity of care, maintain contact with the released client and the assigned case manager through ASO providers until the client has completed their initial appointment.	March 1, 2008 & on-going
F.11 Complete a referral to the appropriate case management agency for continuation of community based case management.	March 1, 2008 & on-going

**ATTACHMENT A
Application**

Organization: Arizona Department of Corrections
 Address: 1601 W. Jefferson
 City: Phoenix State: AZ Zip: 85007
 Telephone: 602-542-5225
 Executive Director/CEO: Dora Schriro
 Person completing this form: Nancy Bolton Contact Telephone: 602-542-2792

Legal Status: Non profit 501-C3 Corporation LLC Partnership Other: State Agency

Years in Business: N/A

Maricopa County Vendor Registration Complete: Yes No Vendor Number: W000007451

Number of paid staff (fte) in your entire organization: 9,755

Number of volunteer staff in your entire organization: N/A

Do you meet the insurance requirements as described in Section 4.10 of this proposal: Yes No

If no, will you be able to meet the requirements upon contract approval: Yes No

Audit Requirements as described in Section 4.22:

- In compliance with OMB Circular A-102 Yes No N/A
- In compliance with OMB Circular A-110 Yes No N/A
- In compliance with OMB Circular A-122 Yes No N/A
- In compliance with OMB Circular A-87 Yes No N/A
- In compliance with OMB Circular A-21 Yes No N/A
- In compliance with OMB Circular A-133 Yes No N/A

If N/A on any please explain:

In compliance with the records retention policies as described in Section 4.31? Yes No

If no, describe how you will meet this contract requirement:

Do you have a written Equal Opportunity Employment Policy Section 4.43? Yes No

If no, describe how you will meet this contract requirement:

In compliance with cultural competency as described in Section 4.50 ? Yes No

If no, describe how you will meet this contract requirement:

Understand the requirements for using the CAREWare central database system as described in Section 4.51 Yes No

If no, describe how you will meet this contract requirement:

In compliance with confidentiality policies as described in Section 4.55? Yes No

If no, describe how you will meet this contract requirement:

Do you receive grant funds for your programs: Yes No

If yes, please list who you receive the grants from and how long:

- Grant Fund 1: Maricopa Health Care Mandates Since: March 2007
- Grant Fund 2: see attached listing Since: see attached listing
- Grant Fund 3: Since:

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

If yes, Describe system: Arizona Financial Information System

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

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

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

**ATTACHMENT B
Pricing & Budget Form**

Maricopa County Health Care Mandates, as Administrative Agent for the Federal Ryan White HIV/AIDS Treatment Modernization Act of 2006 Part A grant, has created and revised the format for budget submissions for all Providers providing services under the Part A C.A.R.E. Act grant.

The attached set of instructions will help you in completion of the Maricopa County Health Care Mandates Part A grant budget forms.

The forms can be completed electronically and sent to: _____ or manually and mailed to _____

Purpose In an ongoing effort to continuously improve the quality of service under the Ryan White Part A grant, these forms will enable providers to efficiently create annualized management budgets that accurately record the budgeted costs of services to the community.
These forms create a standard format to accurately provide reporting information required under the administration of Part A funds. Every effort has been taken to ensure that the forms are easily completed and accurately reported.

Objective To standardize the budget system utilized by providers of Ryan White Part A funds that will:

- a. Accurately track and report Administrative Costs and Direct Service Costs separately.
- b. Minimize risk of exceeding the Administrative Cost Cap (10% of the aggregate award available for service).
- c. Minimize the real or perceived risk of arbitrary budget approval.

INSTRUCTIONS -

FORM NAME	FORM NUMBER
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Cover Page

B05-CV-1

Use this page to enter the summary information for your organization and Ryan White Part A grant award.
* A separate budget packet, including Cover Page, is required for each Ryan White Part A grant award that you have been awarded.

The Cover Page consists of the following:

Name	Enter the official name of your organization
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FEIN	Enter your federal employee identification number
Address	Enter the address of your organization
Authorized Contact	the name of the person to be contacted and allowed to make decisions
Telephone	the telephone number of the Authorized Person
Primary Contact	the name of the person(s) to be contacted primarily (if different from above)
Primary Telephone	the telephone number of the Primary Contact
Email	Email of the Primary Contact
Fax Service	fax number that you can receive facsimile messages/correspondence
Category	the service category of the submitted budget packet (see Service Category in your Contract)
Grant Year	the beginning and ending grant year of your budget submission

Budget Summary

B05-SU-1

This form summarizes all of the line items in the submitted budget packet for the award listed in the Cover Page.

Section I

Summarizes the organizational information provided in the Cover Page.
The information will automatically populate when the Cover Page is complete

Section II

This section summarizes the budget information calculated in the submitted budget packet for this grant. This form is required for all Ryan White Part A awards issued by Maricopa County Health Care Mandates. This form reports the summary line item amounts allocated as Administrative Costs, Direct Service Cost, and total budget for the budget packet for this service award.

Administrative costs relate to oversight and management of CARE Act funds and include such items as contracting, accounting, and data reporting.

- 1 Administrative Costs, defined in Section 2604(f)(3) defines allowable "subcontractor administrative activities to include:
 - a. Usual and recognized overhead, including establishing indirect rates for agencies; Management and oversight of specific programs funded under this title;
 - b. and

c. Other types of program support such as quality assurance, quality control, and related activities." Examples include: salaries and expenses of executive officers, personnel administration, accounting, the costs of operating and maintaining facilities, and depreciation or use allowances on building and equipment.

The Administrative Costs Column, including indirect cost, cannot exceed 10% of the total award

**** Indirect Cost - Providers claiming and indirect cost must submit their most current negotiated indirect cost rate issued federally**

- 2 Direct Services allocations are for service that directly benefits Ryan White HIV clients such as staff, medicine and drugs, clinical supplies, etc..

The final determination for cost allocations between Administrative Costs and Direct Service Costs resides with Maricopa County Health Care Mandates

If completing this form electronically, the information will automatically populate as the budget packet is completed:

* Enter the indirect rate used by your organization in cell [C134], if applicable - see "indirect cost".

Grant Balance - This cell calculates the amount of the grant less the projected costs. This number must equal 0.

Personnel

B05-PE-1

Use this form to list ALL persons being paid a salary from the Ryan White Part A grant in this budget packet.

This form calculates the applied annual salary and applied annual benefits per individual FTE.

The Provider must determine if the position(s) listed are Administrative, Direct Service, or Both

* for Both, the Provider must indicate how much of the time spent on Ryan White Part A activities

are considered administrative.

For example - a Case Management Supervisor may continue with a case load of their own, in this

case, it must be determined how much of their time should be allocated to Administrative duties and Direct Service support.

The Cells referenced in the form (#) requiring entry are:

(A) Full Time Hours. This is used to determine the annual hours for full time staff. (Typically 2,080)

- (B) Benefits
Enter a brief name of all benefits included for staff and the percentage of gross salary associated with that benefit.
(I.e., Social Security - (FICA) 6.75%)
- (C) and (C-a) Enter the position title and staff members last name.
- (D) Enter the FTE, or fraction of full time, that this person will work on this Part A grant
(I.e., A person who spends 1/2 of full time hours on this grant would be .5 FTE)
- (E) Enter the position's hourly rate
- (H) Determine whether a persons primary responsibilities on this grant will be for Direct Service activities or Administrative Activities by entering A or D.
* For a staff member who has both responsibilities, enter A
- (I) Enter how much of the persons time is spent on Administrative duties.
(I.e., a staff member can spend 90% of their time doing administrative duties and 10% performing Direct Services.)

The Cells referenced in the form (#) that are calculated are:

F,G,J,K,L,M,N,O,P,Q

These calculations are explained in under each of the Cell references. If submitting this form manually, follow the directions listed in the formula bar.

Travel

B05-TV-1

Use this form to budget any travel expenses associated with the services of the Ryan White Part A Grant.

This form consists of two (2) sections - Mileage and Other Travel

Mileage This section establishes a budget amount, both Administrative and Direct Service, for mileage reimbursement in conjunction with providing services to the grant.
The Provider is to determine the per mile rate that they reimburse staff for (Cell [E12])
Maricopa County Health Care Mandates has adapted a standard formula to apply all mileage reimbursements budgets.

The mileage budget form requires the following entries:

- (A) Enter the number of FTE both Administrative and Direct Service in the corresponding row.
The information will automatically populate as the Personnel form is completed.
- (B) Enter the annual miles that are annually budgeted for one (1) FTE staff person.
***Do not use partial FTEs, only the annual miles for 1 FTE.**

- (C) [Cell E16] Enter the current rate used by your organization to reimburse mileage requests
- (G) Provide a detailed justification of the travel budget requested, both Administrative Cost and Direct Services.

Cell References: (D), (E), and (F) are calculated automatically.

Other Allowable Travel

In some cases, other travel may be allowed under the Ryan White Part A Grant. Each item listed in this section must have a detailed and accurate budget justification attached.

At this time, Maricopa County Health Care Mandates has determined that costs included in this section are Administrative Costs

- (A) Enter the dates that the other travel is expected.
- (B) and (C) Enter the estimated cost and description of the expense
*this can include car rental, parking fees, etc.
- (G) Provide a detailed description of the justification, in relation to Ryan White Part A services as awarded in this grant.

Columns (D), (E), and (F) are calculated automatically.

Supplies

B05-SP-1

Use this form to create the supplies budget for the Ryan White Part A grant for this budget packet. Supplies can include general office supplies, (pens, paper, etc.) and program and medical supplies.

Section I General Office Supplies

Maricopa County Health Care Mandates has initiated a standard allocation model for general office supplies:
(Administrative Allocation = Total Budget x Percent of administrative FTE to total FTE)

When completing the general office supplies chart manually, use the information calculated in (N), (O), (P), and (Q) of the Personnel Worksheet (Form B05-PE-1)

Section II Program Supplies

This chart can be used to identify and budget for program specific and/or medical supplies used in providing services. Program Supplies have been determined to be Direct Service Costs, however final determination resides with Maricopa County Department of Public Health.

Equipment B05-EQ-1

Use this form to budget for equipment needed to support services under this Part A grant.

Indicate the item budgeted, the total budgeted amount, and a detailed justification of the equipment to be purchased.

Contractual B05-CT-1

Use this form to budget for consulting, contract labor, and/or subcontracts in conjunction with operating this Part A grant.

For each section, indicate the name, licenses/qualifications, hours budgeted, quoted rate, dates of service, and a detailed justification for why these services are necessary to provide services.

Other Program Support B05-SP-1

Use this form to budget for other support necessary to provide services under this grant. This form applies the FTE ratio for the expenditures including: telephone, postage, copying, and utilities.

Other Professional Services B05-PF-1

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

For each section, indicated the provider of service(s), the rate, a detailed description of the services provided, and the method of calculating the budget for this Part A grant.

This section allows providers to indicate the percentage requested as administrative and direct service. Final determination reside with Maricopa County Health Care Mandates County Health Care Mandates.

NAME OF ORGANIZATION: Arizona Department of Corrections

Fed. Employee ID # Federal Tax Identification Number (TIN6866004791
(FEIN)

ADDRESS 1601 W. Jefferson
Phoenix, Arizona 85007

AUTHORIZED CONTACT Dr. Dennis Kendall

TELEPHONE 602-364-2900 FAX 602-364-2958

E-MAIL dkendal@azcorrections.gov

PRIMARY CONTACT same as above

TELEPHONE _____ FAX _____

EMAIL _____

SERVICE CATEGORY Non-Medical Case Management

GRANT PERIOD: 03/01/2008 2/29/2009
Start Date End Date

AMOUNT \$ 100,960.38

Total Operating Expenses		6,854.82	94,105.56	100,960.38
---------------------------------	--	-----------------	------------------	------------

(Personnel and Other Direct Costs)

Indirect Costs		-		-
Indirect Rate	0%			

(Providers claiming an indirect cost must submit their most current negotiated

indirect cost rate issued by the cognizant federal agency.)

Total Costs of Grant	(Percent of Total)	6,854.82	94,105.56	\$100,960.38
(Total Operating Expenses plus Indirect Costs)		7%	0%	

GRANT BALANCE

(Grant Revenue less Total Costs of Grant)

\$(0.00)

The Grant balance must equal zero

please revise and resubmit

Finance Approval _____ Date: _____

Exec. Director Approval _____ Date: _____

Administrative Agent _____ Date: _____

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The following tabs are to be used to update the Budget Cover Sheet.

All backup is required with each grant.

 These cells indicate provider required entry.

TRAVEL

Travel can be budgeted for the cost of staff mileage and other travel associated with Ryan White CARE Act Title I funds.

- 1 **Mileage** Mileage will be budgeted utilizing the standard calculation of annual miles for a full time staff person x the rate determined by your organization per mile x the number of FTE(s) budgeted to provide services under this grant.

	(A)	(B)	(C)	(D) = (B)*(C)*(A)	(E)	(F)	(G)
Mileage Arizona Department of Corrections Non-Medical Case Management							
	FTE	Annual Miles Budgeted (Per 1 FTE)	Miles Applied to Grant	Budget \$0.45	Admin	Direct Svc	Description
1	Admin	0.1	0	0	\$-	-	None
2	Direct Svc	1.1	11235	12358.5	5,499.53	\$5,499.53	In-prison staffings, case management meetings with clients, community meetings, and case management follow-up after release from incarceration
TOTAL			11235	12358.5	5,499.53	-	5,499.53 \$5,499.53

(Total Miles applied to this grant)

(B) **Note - Budget annual mileage for 1 FTE.**

2 Other Allowable Travel

At this time, Maricopa County Health Care Mandates has determined that costs included in this section are Administrative Costs.

(A)	(B)	(C)	(D) = (B)+(C)	(E) = (D)	(F)	(G)
Other Allowable Travel Arizona Department of Corrections Non-Medical Case Management						
Dates of Travel	Cost Line Item	Cost Line Item	Total Budget	Admin	Direct Service	Description
1	None	\$-	-	-	0	
	Description				0	
2	None	\$-	-	-	0	
	Description				0	
3	None	\$-	-	-	0	
	Description				0	
			-	-	-	\$-

		Admin	Direct Service	Total
SUMMARY	(Travel)	-	5,499.53	5,499.53

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

1 **General Office Supplies: includes pens, paper, toner, etc.** (Apply at FTE Ratio)

	(A)	(B)	(C) = (A)*(1-(B))	(D) = (B) + (C)	(E)
General Office Supplies Arizona Department of Corrections Non-Medical Case Management					
Item	Annual Budget	Admin 8%	Direct Service	Total	Narrative
1 paper	2000	166.67	1,833.33	2,000.00	General office supplies in support of the Ryan White Part A Non-Medical Case Management Program
2 pens, misc	500	41.67	458.33	500.00	
3		-	-	-	
4		-	-	-	
5		-	-	-	
		-	-	-	
TOTAL		208.33	2,291.67	TOTAL	\$2,500.00

2 **Program Supplies**

Program Supplies have been deemed Direct Service.

	(A)	(B)	(C)	(D) = (B)	(E)	(F)
Program Supplies Arizona Department of Corrections Non-Medical Case Management						
Description	Annual Budget	Admin	Direct			Narrative
1	0	0	-			
2			-			
3			-			
4			-			
5			-			
			-			
TOTAL		-	-	TOTAL		\$-

Equipment less than \$1,000 - includes computers, fax machines, shredders, and adding machines to be used in the operations of this grant.

3

(Apply at FTE Ratio)

	(A)	(B)	(C) = (A)*(1-(B))	(D) = (B) + (C)	(E)
Equipment less than \$1,000 Arizona Department of Corrections Non-Medical Case Management					
Description	Allocated Budget	Admin 8%	Direct Service	Total	Narrative
1 Pager & monthly fee	250	20.83	229.17	250.00	
2		-	-	-	
3		-	-	-	
4		-	-	-	
5		-	-	-	
		-	-	-	
TOTAL		20.83	229.17	TOTAL	\$250.00

Summary

229.17

2,520.83

The equipment line item is budgeted for equipment purchased or leased in conjunction with operations of the grant.

Equipment greater than \$1,000

- 1 Equipment greater than \$1,000 - Include large equipment necessary to be used in the operations of this grant. Please note that there are more requirements for approval.

(A)	(B)	(c)	(D) = (B * (1 - (C)))	(D) = (B) + (C)	(E)
Equipment greater than \$1,000 Arizona Department of Corrections Non-Medical Case Management					
Item Budgeted	Amount Budgeted	Admin 8%	Direct Service	Total	Narrative
1 fax/copier	1250	104.17	1,145.83	1,250.00	
2		-	-	-	
3		-	-		
4		-	-		
5		-	-		
TOTAL		104.17	1,145.83	TOTAL	\$1,250.00

The Contractual line item is used for consulting and contracting to be utilized in conjunction with operations of the grant.

This budget category includes payments to outside consultants and temporary services. Use this section for both professional and clerical support.

Consulting

1 Consulting - Include any payments anticipated for consulting and capacity building services

Consulting Arizona Department of Corrections Non-Medical Case Management							
Consultant	Hours Budgeted	Quoted Rate	Total Budget	Admin Budget %	Admin Budget	Direct Service	Dates of Service
1		0	-	0%	-	-	
Licenses / qualifications	None						
Narrative	N/A						
2	0	0	-	0%	-	-	
Licenses / qualifications	None						
Narrative	N/A						
3			-		-	-	
Licenses / qualifications	None						
Narrative	N/A						
4							
				TOTAL	-	-	\$-

Subcontracts

- 2 Include any payments for subcontracts to provide services under this grant.
 Backup is required for each subcontract listed in this section. Maricopa
 County Department of Public Health
 will enforce the 10% administrative Cost Cap established by HRSA for first-line entities receiving Title I funds.

Subcontracts Arizona Department of Corrections Non-Medical Case Management							
Contract Provider	Units/Hours Budgeted	Quoted Rate	Total Budget	Admin Rate	Admin Budget	Direct Service	Dates of Service
1 Delta			-	0%	-	-	
Service(s) Provided	None						
Narrative	N/A						
2			-		-	-	
Service(s) Provided	None						
Narrative	N/A						
3			-		-	-	
Service(s) Provided	None						
Narrative	N/A						
				TOTAL	-	-	\$-

Other Program Support

1 Telephone

Telephone Arizona Department of Corrections Non-Medical Case Management					
Description	Annual Amount Budgeted	Admin 8%	Direct Service	Total	Narrative Justification
1 Cell Phones	0	-	-	-	
2 Direct Line	0	-	-	-	
3		-	-		
TOTAL		-	-	TOTAL	\$-

2 Copy/Duplicating

Copy/Duplicating Arizona Department of Corrections Non-Medical Case Management					
Description	Budget	Admin 8%	Direct Service	Total	Narrative Justification
1 Program Brochures					
	0		-	-	
2 Other Copying/Duplicating					
	0	-	-	-	
	0	-	-	-	
	0	-	-	-	
TOTAL		-	-	TOTAL	\$-

3 Postage

Postage Arizona Department of Corrections Non-Medical Case Management					
Description	Amount Budgeted	Admin 8%	Direct Service	Total	Narrative Justification
1	0	-	-	-	
		-	-		
TOTAL		-	-	TOTAL	\$-

4 Utilities

Utilities have been deemed 100% administrative. (Ruling 6.6.B05)

Utilities Arizona Department of Corrections Non-Medical Case Management					
Description	Amount Budgeted	Admin 8%	Direct Service	Total	Narrative Justification
1	0	-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
TOTAL		-	-	TOTAL	\$-

4 Other Program Support

Other Program Support Arizona Department of Corrections Non-Medical Case Management					
Description	Budgeted Amount	Admin 8%	Direct Service	Total	Narrative
1 Training	600	50.00	550.00	600.00	In-State Training Conference: registration, per diem, and lodging
	0	-	-	-	
	0	-	-	-	
	0	-	-	-	
		-	-	-	
TOTAL		50.00	550.00	TOTAL	\$600.00

1 Audit/Accounting/Finance

Audit/Accounting/Finance Arizona Department of Corrections Non-Medical Case Management							
Vendor	Hours Budgeted	Quoted Price*	Total Price	Dates of Service	Admin	Direct Service	Description
a	0	0	-		-		
Cost Method Used							
Budget Justification							
b			-		-		
Cost Method Used							
Budget Justification							
c					-		
Cost Method Used							
Budget Justification							
				TOTAL	-		\$ -

2 Insurance

Insurance Arizona Department of Corrections Non-Medical Case Management							
Insurance Type	Annual Premium	Percent To grant	Total Grant	Dates of Service	Admin	Direct Service	Description

a	0	0%	-		-		
Cost Method Used							
Budget Justification							
b	0	0%	-		-		
Cost Method Used							
Budget Justification							
c		0%	-		-		
Cost Method Used							
Budget Justification							
				TOTAL	-		\$ -

3 Rent/Space

Rent/Space Arizona Department of Corrections Non-Medical Case Management							
Provider	Annual Rent	Percent to Grant	Total Grant	Dates of Service	Admin	Direct Service	Description
a	0	0%	-		-		
Cost Method Used							
Budget Justification							
				TOTAL	-		\$ -

4 Other Professional Service

Other Professional Service Arizona Department of Corrections Non-Medical Case Management							
Vendor	Hours Budgeted	Quoted Price*	Total Price	Admin Budget %	Admin	Direct Service	Description
	0	0	-	0%	-	-	
a	Cost Method Used						
	Budget Justification						
b			-		-	-	
	Cost Method Used						
	Budget Justification						
c					-	-	
	Cost Method Used						
	Budget Justification						
			-	TOTAL	-	-	\$ -

Instructions: Complete the yellow sections for this template. All information will be linked to the Unit Cost sheet of this work book
 This sheet allows for planning and cost calculations for services to be provided under this grant.
 Providers may utilize this sheet to determine costs of units that they are proposing for the contract.
 Providers also have the option to utilize the Unit Cost Narrative sheet at the end of this workbook.

Organization Name: **AZ Dept of Corrections**
 Contract:

	(A) Activity (From Work Statement)	(B) Product / Unit Name	(C) Number of Units Proposed	(D) Proposed Fee Per Product/D eliverable	Schedule of Deliverables												(E) Total Payment Per Objective/Ac tivity
					Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
1	Objective A		-	-													-
2	Objective B		-	-													-
3	Objective C		-	-													-
4	Objective D		-	-													-
5	Objective E		-	-													-
6	Objective F	Non-Medical Case Mgt	6,813	14.82	567.75	567.75	567.75	567.75	567.75	567.75	567.75	567.75	567.75	567.75	567.75	567.75	100,960.88
7			-	-													-
8			-	-													-
TOTAL			6,813		568	568	568	568	568	568	568	568	568	568	568	568	

100,960.88

\$100,960.38

(A) From the Work Statement - enter which activity this unit relates to.

(B) Product/Unit Name - Enter the name that identifies this unit.

(C) Enter the number of units proposed for the contract year.

(D) This fee calculates automatically, based on the budget and unit cost from the Unit Cost Worksheet.

Schedule of Deliverables

Enter the number of units BY MONTH proposed in the corresponding column and row.

(E) This calculates the total amount budgeted, based on proposed units x proposed fee, for this contract.

\$0.50
(Over Budget)

6

Unit of Service (Name)	Non-Medical Case Mgt	
Unit Definition (Describe the Unit)	Non-Medical Case Mgt	
Units Proposed	6813	
Percent of Total	100%	

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
1 FTE Health Planning Consultant	Provide Non-Medical Case Management Services to eligible HIV+ inmates incarcerated in ADC prisons within Maricopa and Pinal counties	26.10	11.49	38	20	12.53
.1 Admin Secretary	Provide administrative support to non-medical case management	1.78	0.78	3	-	-
.1 Supervisor	Provide Non-Medical Case Management Supvn, Quality Control, and Case Overflow	2.61	1.15	4	2	0.09
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
						12.62

Other Direct Costs	Total Direct Cost Budget	Units Prop	Percent to total			
Travel	5,499.53	6,813	100%			0.81
Supplies	2,062.50					0.30
Equipment	-					-
Contractual	-					-
PS	550.00					0.08
Other Direct Costs	-					-
						13.81

Administrative Costs	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
Salaries	3,698.24	1,627.41	5,325.65	100%	6,813.00	0.78
Total Admin Labor Cost						0.78

Other Direct Costs	Total Admin Cost	Units Prop	Percent to total			
Travel	-	6,813	100%			-
Supplies	229.17					0.03
Equipment	1,250.00					0.18
Contractual	-					-

Indirect

-

#DIV/0!

#DIV/0!

#DIV/0!

8

Unit of Service (Name)

0

Unit Definition
(Describe the Unit)

Units Proposed

0

Percent of Total

0%

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-

Other Direct Costs

	Total Direct Cost Budget	Units Prop	Percent to total		
Travel	5,499.53	-	0%		#DIV/0!
Supplies	2,062.50				#DIV/0!
Equipment	-				#DIV/0!
Contractual	-				#DIV/0!
PS	550.00				#DIV/0!
Other Direct Costs	-				#DIV/0!
					#DIV/0!

Administrative Costs

	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
Salaries	3,698.24	1,627.41	5,325.65	0%	-	#DIV/0!
						#DIV/0!

Total Admin Labor Cost

Other Direct Costs

	Total Admin Cost	Units Prop	Percent to total		
Travel	-	-	0%		#DIV/0!
Supplies	229.17				#DIV/0!
Equipment	1,250.00				#DIV/0!
Contractual	-				#DIV/0!
PS	50.00				#DIV/0!
Other Direct Costs	-				#DIV/0!
					#DIV/0!

Indirect

-

#DIV/0!

#DIV/0!

Instructions: Use this worksheet to submit manual calculations of proposed reimbursement rates for

services provided under this grant.

Complete one section for each unit of service proposed. (i.e, face-to-face visit)

It is the Provider's responsibility to adequately identify costs associated with this service.

Unallowable and/or unnecessary costs will be rejected by MCDPH.

Unit Name:
Definition:

--

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total -

Description of Cost Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)

Cost Input the amount PER UNIT

Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:
Definition:

--

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	-	

Description of Cost Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)

Cost Input the amount PER UNIT

Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:
Definition:

--

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	-	

Description of Cost Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)

Cost Input the amount PER UNIT

Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:
Definition:

--

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	-	

Description of Cost Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)

Cost Input the amount PER UNIT

Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:
Definition:

--

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	-	

Description of Cost	Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)
Cost	Input the amount PER UNIT Briefly describe how this cost was calculated, the reason for this Pinal/Gila Long Term Care 971 N. Jason Lopez Circle #D P.O. Box 2140 Florence, AZ 85232
Narrative Justification	cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:
Definition:

--

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	-	

Description of Cost Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)

Cost Input the amount PER UNIT

Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:
Definition:

--

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	-	

Description of Cost Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)

Cost Input the amount PER UNIT

Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:
Definition:

--

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	-	

Description of Cost Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)

Cost Input the amount PER UNIT

Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

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6			
7			
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9			
10			
	Total	-	

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(PER UNIT)

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	Description of Cost	Cost	Narrative Justification
1			
2			
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4			
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7			
8			
9			
10			
	Total	-	

Description of Cost Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)

Cost Input the amount PER UNIT

Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

	<p>Transitional Non-Medical Case Management will coordinate referrals and linkages with other services –</p> <ul style="list-style-type: none">• Primary medical care and medication adherence programs.• AHCCCS applications and or Veteran Affairs referrals.• ADAP referrals.• Housing referrals will be made to the appropriate provider based on client’s needs and safety.• Dental referrals.• Employment, food referrals made as needed or as requested by client. <p>Follow Up activities to encourage and assist the client in maintaining care.</p>	<p>.10 FTE Health Planning Consultant Supervisor</p> <p>.10 FTE Administrative Support Staff</p> <p>.25 Clinical Supervision (IN KIND)</p> <p>.25 Health Services Administration (IN KIND)</p>	<p>Other Transitional Non-Medical CM services</p> <p>Service Unit Description: 1 unit = 15 minutes</p> <p>Units to be Provided: 6,813 units</p>
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AZ DEPARTMENT OF CORRECTIONS, 1645 W. JEFFERSON M/C 333, PHOENIX, AZ 85007

PRICING SHEET: NIGP CODE 9487402

Terms:	NET 30
Vendor Number:	W000007451 X
Telephone Number:	602/542-2792
Fax Number:	602/542-9222
Contact Person:	John R. Hallahan
E-mail Address:	jhalahan@azcorrections.gov
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2011.