

**SERIAL 07097 RFP RYAN WHITE PART A SERVICES - MEDICAL TRANSPORT  
SERVICES – HCM**

**DATE OF LAST REVISION: February 20, 2008 CONTRACT END DATE: March 31, 2011**

**CONTRACT PERIOD THROUGH MARCH 31, 2011**

TO: All Departments  
FROM: Department of Materials Management  
SUBJECT: Contract for **RYAN WHITE PART A SERVICES - MEDICAL TRANSPORT  
SERVICES – 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.

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Wes Baysinger, Director  
Materials Management

SF/mm  
Attach

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

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 \$195,582 (3% of allocations).

- 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. Primary care services are being competitively bid in FY2007 to increase geographic diversity of services and provide greater accessibility to core 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 Medical Transportation.
- 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](http://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 (15<sup>th</sup>) 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 (**15<sup>th</sup>**) 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

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 sub-contractual 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.

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

*\*\* 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 (15<sup>th</sup>)** 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 (30<sup>th</sup>)** 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 15<sup>th</sup> 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 statutes 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 Contact.

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.**
- **-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

### **4.58.2 MEDICAL TRANSPORT SERVICES – HCM (NIGP 95294)**

The goal of Medical Transportation services is to ensure that Part A eligible persons living with HIV/AIDS have access to vital medical care and RW Part A Core Services. In order to address the transportation needs of persons living with HIV/AIDS, two transportation modalities are utilized: monthly bus passes and taxi service. Individuals using any transportation option must meet eligibility criteria as defined by the Ryan White HIV/AIDS Treatment Modernization Act of 2006 and Maricopa County Department of Health Care Mandates, now Maricopa County General Health Finance Administration, Ryan White Part A Program.

Monthly bus passes provide the maximum amount of transportation for the lowest expenditure. Bus passes are valid for each specific one-month period and provide unlimited rides for allowable services. Bus passes are purchased from Valley Metro at a reduced rate of \$17 per pass (standard rate is \$34 per pass) for persons with disabilities. Individuals receiving income are requested to pay a \$3 co-pay for the pass. If a case manager determines that the individual cannot afford the \$3 co-pay, it is waived. All revenue is reported and used within the service to extend the service budget. Bus passes that are not distributed are returned to Valley Metro for a full refund. Bus passes are available to clients on a monthly basis at the following locations: Care Directions, Phoenix Shanti Group, Stepping Stone Place and Phoenix Indian Medical Center.

While the bus pass program is highly utilized by clients, there are individuals who cannot access public transportation due to poor health or geographic location. When this is the case, taxi services may be utilized. Before utilizing these services, case managers and clients explore what other transportation resources might be available to them in order to assure that Ryan White Part A is last dollar payer. Options such as AHCCCS transportation services and private options (own car, family etc.) are the most common alternatives. Case managers also educate clients on how to utilize other transportation options in order to maximize the availability of Ryan White transportation funds.

Taxi services are authorized by a case manager for transportation to and/or from Ryan White Part A Core Services appointments when no other transportation resource is available. AAA Full Transportation Systems, Inc. is the taxi vendor utilized by Area Agency on Aging. Case managers in the EMA are responsible for authorizing each taxi ride to ensure that eligibility criteria are met. The HIV Care Directions unit clerk/assistant case manager is responsible for ordering and logging all authorized rides. Other RW Part A case management programs may also fax HIV Care Directions requests for taxi services along with the clients' eligibility documents, pending Centralized Eligibility. In Pinal County, the *Mosaic* case managers authorize transportation to medical and social service appointments through a van service, Durable Medical Transport Systems (DMTS).

In an effort to streamline entry to RW Part A services, Care Directions has been a proponent of and is participating in the initiation of Centralized Eligibility.

### **TARGETED POPULATION**

The targeted population is HIV positive persons of all ages and ethnicities residing in Maricopa and Pinal Counties. There is a concerted effort to market and engage people from populations who are underserved and /or who are out of care; and assisting established clients with remaining in care (primary medical care and labs every 6 months).

Medical Transportation serves eligible HIV positive persons of all ages, races and ethnicities, residing in Maricopa and Pinal Counties, with the goal of accessing RW Part A Core Services to assist them with access to and retention in care. HIVCD's services have been available to mono-lingual Spanish speaking clients since the program began in 1992 through Spanish/English bi-lingual case managers and support staff who are fluent in the Spanish language.

The Area Agency on Aging is committed to having fluent Spanish language capacity at all entry points to the agency. In addition to Spanish language capacity, there is access to staff members in the larger Area Agency on Aging who speak seven other languages including: French, Vietnamese, Serbian, Romanian, Russian and sub Saharan African languages. The Area Agency on Aging has an excellent elder refugee case management program that refers HIV positive clients to HIV Care Directions and assists with translation for those clients resettling in the greater Phoenix area.

Given the diverse nature of the Area Agency’s and HIV Care Directions’ staff composition, the program is in an excellent position to provide quality services to the diverse group of clients that are served. Annual cultural competency training is required by the agency for each program.

**HOW RW FUNDS WILL BE UTILIZED TO KEEP PLWH/A IN CARE**

Through Ryan White Part A funding, the Area Agency on Aging and their subcontractor, Pinal/Gila Long Term Care, will continue to provide Medical Transportation services to HRSA defined RW Part A Core Services for eligible clients residing in Maricopa and Pinal Counties.

Funds will be utilized for Medical Transportation as follows:

Direct services from Area Agency on Aging’s subcontractor, AAA Full Transportation Systems, Inc., for taxi rides in Maricopa County; bus passes from Valley Metro in Maricopa County.; and subcontracted taxi/van direct services from Pinal/Gila Long Term Care in Pinal County; and HIV Care Directions’ personnel - Associate Director (.05 FTE) and Unit Clerk/Assistant Case Manager (.06 FTE).

Utilization of RW Part A Core Services depends on the ability of clients to participate in the services. Medical Transportation plays a key role in access to care and maintenance in primary medical care, especially in outlying areas of each county in the EMA. The most recent comprehensive consumer needs assessment rated transportation as one of the most important services.

**HOW YOUR ORGANIZATION WILL WORK WITHIN THE HIV/AIDS COMMUNITY TO PROVIDE COORDINATED CARE TO ELIGIBLE CLIENTS**

HIV Care Directions has the ability to receive referrals from a multitude of sources. Other RW Part A case management programs may fax requests for taxi services to HIV Care Directions along with the clients’ eligibility documents, pending Centralized Eligibility. In Pinal County, the *Mosaic* case managers authorize transportation to medical RW Part A Core Services through a van service, Durable Medical Transport Systems (DMTS). Bus passes are available to clients on a monthly basis currently from HIV Care Directions and two other HIV case management providers: Phoenix Shanti Group and Phoenix Indian Medical Center.

This year the HIVCD program is participating in the HIV Referral Line marketing strategy. HIV Care Directions provides 24 hour access for callers who may speak directly with a professional person for questions or for referral to case management and /or primary medical care.

Of the many service needs that HIV Care Directions addresses, medical care, medications, dental care, behavioral health, substance abuse treatment, and transportation to those services are of primary concern. HIV Care Directions has developed strong linkages with the providers of these services that include Memos of Understanding with a number of the physicians, agencies and offices listed below. Additionally, HIVCD has developed relationships with outreach providers and ethnic minority service providers to facilitate clients’ use of Medical Transportation and other Part A services. The following is a list of our primary, though not limited to, referral network. In parenthesis is the year in which the relationships began.

<u>Medical</u>	<u>Financial</u>	<u>Housing</u>
AHCCCS (1992)	Arizona Public Service (1992)	CASS (1992)
ALTCS (1992)	City of Phoenix Human	Southwest Behavioral Health
Hospice of the Valley (1992)	Service Centers (1992)	(1994)
Maricopa Medical Center	AZ Department of Economic	HUD
(1992)	Security (1992)	Mercy Housing (1995)
VA Medical Center (1992)	Maricopa County Community	Phoenix Shanti Group (1995)
Ken Fisher, M.D. (1992)	Action Programs (1992)	City of Phoenix Housing
McDowell Healthcare Center	Social Security	(1997)
(1993)	Administration (1992)	Native American Connections
Dean Martin, M.D. (1993)	Southwest Behavioral Health	(1998)
MD Home Care (1993)	(1994)	City of Phoenix Human
Attentive Home Health (1994)	<u>Nutrition/ Food</u>	Services (1999)
Phoenix Children’s Hospital	St. Mary’s/ Westside Food	Day Resource Center (2005)
(1994)	Bank (1992)	
Griffin Cippola, D.O. (1995)	Body Positive (1992)	

**Foundation for Senior Living (1999)**  
**Pueblo Family Physicians / Douglas Cunningham, D.O. (1999)**  
**Spectrum Medical (2001)**  
**Thanes Vanig, M.D. (2001)**  
**Behavioral Health**  
**Chicanos Por La Causa (1992)**  
**Value Options (ComCare) (1992)**  
**Jewish Family & Children’s Services (1992)**  
**Phoenix Shanti Group (1992)**  
**TERROS (1992)**  
**Valle del Sol (1992)**  
**McDowell Healthcare Center (1993)**  
**Body Positive (1998)**  
**Interfaith Services (1998)**  
**Ebony House (1999)**

**McDowell Healthcare Center (1993)**  
**Joshua Tree (1993)**  
**Agape (1998)**

**Minority Specific Services**  
**Chicanos Por La Causa (1992)**  
**Phoenix Indian Medical Center (1992)**  
**Concilio Latino de Salud (1994)**  
**Ebony House (1998)**  
**Native American Connections (1998)**  
**Native American Pathways (1998)**  
**Urban League (1998)**  
**OIC (2000)**

**AGENCY EXPERIENCE WITH INFECTIOUS DISEASE**

Since 1995, HIV Care Directions has provided Medical Transportation services to HIV positive individuals. Currently, approximately 60 eligible clients are served per month through taxi rides 340 clients through bus passes. The HIV Care Directions program has served over 7,200 HIV positive men, women and children since it began in September 1992.

The Board and staff of the Area Agency have always had a commitment to serve the needs of special populations and their health issues. The Area Agency on Aging served HIV positive disabled individuals in its home and community based services prior to the development of the Ryan White CARE Act. In 1992, the HIV Care Directions (HIVCD) program was created and implemented with Ryan White Part AI funding, in response to the diverse, complex, and changing needs of HIV positive people of all ages in our community. In 1993 HIV Care Directions became a Ryan White Part A (then Part A) provider and was chosen as one of the first agencies to receive Ryan White Part A set-aside minority specific funding based on the program’s cultural/linguistic competency and service expertise in the Latino community. Later in that year, HIV Care Directions was asked to include specialized services to the African American HIV community.

The contract history is as follows:

<b>Part A (formerly Part A):</b>	<b>Part A (formerly Part AD):</b>	<b>Part D (formerly Part AV):</b>
Minority Specific Case Management 4-95 through 3-99	Case Management 9-92 through 3-96	Case Management 4-98 through present
General Case Management 4-96 through present	Home Health Care 9-93 through 3-96	Transportation 4-98 through present
Home Health Care 4-95 through present		
Transportation 4-95 through present		
Home Delivered Meals		

4-95 through 2/2000

After two years of extensive preparation, the Area Agency on Aging, Region One received national accreditation in March 2006. In addition, the HIV Care Directions program received national accreditation as a case management program following a review of all of the written material documenting every aspect of case management practice, staffing and administration and a comprehensive site visit in January 2006. A copy of the accreditation letter is included in this proposal.

HIV Care Directions has been noted as a distinctive, innovative program for many years. Following a two-day site visit in July 2000, evaluators from HRSA, Ryan White CARE Act administration reported that HIV Care Directions was one of the two best case management programs in the United States. Their evaluation was based on a policy/procedure review, client file audits, home visits with two case managers and private interviews with several clients. HRSA/HAB has also referred several programs from across the United States to HIV Care Directions for assistance with program development, design and implementation. Utilizing a large, community-based social service organization to provide the infrastructure and support that the HIVCD program receives from the Area Agency is a model that has been nationally recognized. In it's published nationwide report to the National Community AIDS Partnership, the San Francisco-based social research and consulting firm of Harder + Company (formerly Harder+Kibbe) recognized HIVCD as an exemplary comprehensive case management model of HIV care coordination. The report concluded that HIV Care Directions "...has demonstrated a way to raise community standards for the delivery of care".

The director of HIV Care Directions has over 25 years of case management experience in medical and community settings and 20 years of HIV experience in a professional as well as personal capacity. She received case management training through an internship at the University of Washington. In 2003, the director was asked to serve as faculty for the HRSA/HIV AIDS Bureau's year long case management/primary care collaborative, coordinated by the Institute for Healthcare Improvement. The Director and Associate Director (14 years of HIV case management experience) have been asked to provide technical assistance by a number of Part A EMAs and were invited to serve as quality management review team.

Prior to working with clients, staff are trained in case management specific to HIV care, including a module that allows them to shadow a HIV primary care provider for a day. Medical in-services, attended by staff, are provided by local physicians, in addition to attending community sponsored conferences, workshops and in-services specific to HIV care. The program goal is to provide 12 in-services per year to increase knowledge of HIV and related issues. That goal has been consistently met or exceeded.

#### **OTHER FUNDING FOR PLWH/A**

The primary source of funding for Medical Transportation is RW Part A. In the current and past fiscal year RW Part D (MIHS) has had limited funds to assist with some transportation for Part D eligible clients. Available limited funding from RW Part D for transportation in 08-09 has not been determined (fiscal year is 8/1 – 7/31).

HIV Care Directions receives funding from three other fund sources for PLWH/A for case management: Ryan White Part D; HUD's Housing Opportunities for Person with AIDS (HOPWA); and HUD McKinney grant funds.

In **1997** the HIV housing provider community chose HIV Care Directions as the site for the HIV Housing Coordinator position funded by **HUD's Housing Opportunities for Person with AIDS (HOPWA)** through the **City of Phoenix**. That program is now beginning its **11<sup>th</sup> year** of assisting HIV positive, low income individuals find affordable housing with a priority of helping the homeless. Since housing plays an important role in adherence to treatment, the Housing Coordination component compliments the RW Part A goal of retention in care. Medical Transportation is not covered.

Partnering with Native American Connections, Inc. in 1998, HIV Care Directions helped develop Stepping Stone Place, a housing complex in central Phoenix that provides housing to 20 HIV positive, formerly homeless, adult individuals in one of the three residential buildings. HIV Care Directions was selected through the competitive HUD Homeless Continuum process to receive **HUD McKinney grants** for the past 11 years to provide intensive case management services on-site through July 2008. The renewal for that position was submitted by Maricopa Association of Governments in their recent HUD application for 2007-08. Contract monitoring and quality assurance reviews have continued to be excellent each of the years, with no findings or action items. Medical Transportation is not covered.

Since **1998**, the Area Agency/ HIVCD has contracted with **Maricopa Integrated Health System, Ryan White Part D**, to provide case management services targeted to women, children, youth, teens and their families infected with and affected by HIV disease. Sixty percent of those clients are from populations of greatest need/ ethnic minority communities, including African refugees. In the current and past fiscal years RW Part D has had limited funds to assist with some transportation for Part D eligible clients.

In **1999** HIV Care Directions was selected by the **City of Phoenix Human Services Department** to provide focused HIV case management services for homeless individuals beginning residency in Mercy Housing Southwest apartments and for homeless HIV positive individuals and families through out the county (Scattered Sites). That contract has been renewed annually through HUD's annual competitive grant process (currently through 2008). An additional **HUD** contract has provided funds for the past 7 years to provide case management for formerly homeless adults residing in four congregate living houses owned by Southwest Behavioral Health. Contract monitoring and quality assurance reviews for these three contracts have also been continuously excellent with no findings or action items. Those contracts have been made directly with HUD for the past 2 years. Medical Transportation is not covered.

ATTACHMENT A
Application

Organization: Area Agency on Aging, Region One
Address: 1366 E. Thomas Rd., Suite 200
City: Phoenix State: AZ Zip: 85014
Telephone: (602) 264-2255
Executive Director/CEO: Mary Lynn Kasunic
Person completing this form: Deborah Elliott Contact Telephone: 602 264-2273

Legal Status: [X] Non profit 501-C3 [ ] Corporation [ ] LLC [ ] Partnership [ ] Other: \_\_\_\_\_

Years in Business: 35

Maricopa County Vendor Registration Complete: [X] Yes [ ] No Vendor Number: W000007280

Number of paid staff (fte) in your entire organization: 104

Number of volunteer staff in your entire organization: 6

Do you meet the insurance requirements as described in Section 4.10 of this proposal: [X] 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 [X] Yes [ ] No [ ] N/A
In compliance with OMB Circular A-110 [X] Yes [ ] No [ ] N/A
In compliance with OMB Circular A-122 [X] Yes [ ] No [ ] N/A
In compliance with OMB Circular A-87 [X] Yes [ ] No [ ] N/A
In compliance with OMB Circular A-21 [X] Yes [ ] No [ ] N/A
In compliance with OMB Circular A-133 [X] Yes [ ] No [ ] N/A

If N/A on any please explain:

In compliance with the records retention policies as described in Section 4.31? [X] Yes [ ] No
If no, describe how you will meet this contract requirement:

Do you have a written Equal Opportunity Employment Policy Section 4.43? [X] Yes [ ] No
If no, describe how you will meet this contract requirement:

In compliance with cultural competency as described in Section 4.50? [X] 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 [X] Yes [ ] No
If no, describe how you will meet this contract requirement:

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

If yes, Describe system:

Through the chart of accounts in our accounting software, the agency's Finance Department can separate revenues
and expenses into cost centers. This segregation of revenues and expenses allow individual income statements to be run
at any point of time. Ledger accounts can also be run to review all expenses and revenues in the cost centers.

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? [X] Yes [ ] No

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

In compliance with confidentiality policies as described in Section 4.55? [X] 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 Co. / Ryan White Part A (formerly Part A) Since: 1995**

Grant Fund 2: **HOPWA / HUD (Housing Coord.) Since: 1997**

Grant Fund 3: **MIHS / Ryan White Part D (formerly Part AV) Since: 1998**

Grant Fund 4: HUD / City of Phoenix (Case Management) Since: 1999

# Executive Summary

Please respond with brief descriptions in each of these areas (i.e., your response should be a few paragraphs, not pages).

## 1. Describe the nature of your organization.

The Area Agency on Aging, Region One is a 501(c)3 nonprofit organization (established in 1974) that plans, coordinates, develops, funds, administers, and delivers services and programs for four client populations:

- ~persons *of all ages* who have a diagnosis of HIV/AIDS;
- ~adults, 18-59, with disabilities and long term care needs;
- ~older adults, 60 years of age and over;
- ~and family caregivers of older adults.

Area Agency receives funding by the federal Older Americans Act, Social Service Block Grants, Arizona State General Funds, Department of Economic Security Division of Developmental Disabilities and Refugee Resettlement Office, Arizona Long Term Care System (ALTCS), Magellan Health Services, Ryan White Parts A (Maricopa Department of Health Care Mandates) and D (Maricopa Integrated Health Systems), HOPWA (Housing Opportunities for Persons with AIDS), HUD McKinney grants for services for homeless HIV positive adults and families entering specific housing programs, foundation grants and other federal, state and private funds. The Area Agency on Aging has been contracted by DES to provide case management services for over thirty years.

HIV Care Directions has been a program of the Area Agency on Aging since 1992, serving HIV positive individuals of all ages, ethnicities and races to assess and assist with meeting identified needs to ensure access to medical care and medications as well as a wide variety of social services to assist with their retention in care.

- **Provide your mission and vision statements**

### MISSION STATEMENT

*The Area Agency on Aging strives to secure, promote and provide essential services to enhance the quality of life in a diverse and changing society. We meet this challenge through advocacy, services, coordination, building alliances, and promoting public awareness guided by integrity, vision, and sustained commitment.*

- **Describe what type of services your organization provides.**

Annually, almost 70,000 individuals are served in Maricopa County through the Area Agency's nearly 50 programs. While some services are provided directly by the Agency, many are offered through the Area Agency's network of 70 subcontracted agencies. The diverse array of programs can be classified into four broad categories: Home and Community Based Services (including HIV); Information and Education (including assistance to clients from the HIV Referral Line); Elder Rights; and Volunteer Programs.

The HIV Care Directions program provides comprehensive medical and support case management; Medical Transportation to Ryan White Part A eligible clients; and Home Health Care to Ryan White Part A eligible clients.

- **Describe the type of clients your organization serves, include demographic make up if available.**

The agency serves persons *of all ages* diagnosed with HIV/AIDS, especially to populations with the greatest needs; adults, 18-59, with disabilities and long term care needs; older adults, 60 years of age and over and family caregivers of older adults. There is a focused effort in serving ethnic minorities in each of the described populations including services to refugee clients resettling in the Phoenix area from sub-Saharan Africa, Cuba, Afghanistan, Viet Nam and eastern Europe. Each service area has fluent bi-lingual capabilities (Spanish/ English) with access to 7 other spoken languages within the agency. The demographic make up of the HIV Care Directions program is as follows: 80% male, 18% female, 1% transgender; 52% white, 16% black or African American, 25% Hispanic, 3% American Indian or Alaska Native, 4% other.

## 2. Provide an organizational chart.

See attached chart.

# Proposal

This section should specifically address the respondent's qualifications to perform services and familiarity of government grant fiscal requirements. Please respond with brief descriptions in each of these areas (i.e., your response should be a few paragraphs, not pages).

## **1. Organization Qualifications.**

NA. No licenses are required for the services being proposed. The subcontractors would assure licensure of their drivers and liability. The agency and the HIV Care Directions program were nationally accredited in March 2006. The letter of Accreditation is attached. Most recently, October 2007, the Area Agency received a Behavioral Health license from AZ DHS, although not directly associated with this proposal for RW Part A Medical Transportation. Additional contracts for HIV services are and have been consistently in place for the past 7 years from the City of Phoenix and HUD for homeless HIV positive individuals and Ryan White Part D for women, children, youth, teens and their families.

## **2. Staffing Qualifications – Provide the qualifications of the personnel whom are qualified to perform the services of this contract. A profile of each individual including a professional resume demonstrating appropriate education and professional experience. Provide copies of current licensure/certification that each staff member has attained.**

The Associate Director has a MSW degree and 14 years of experience with Ryan White services' provision, including work with Medical Transportation services; the bi-lingual (English/Spanish) Unit Clerk/Case Manager Assistant, and bi-lingual Receptionist positions do not require a degree. Both support staff have years of experience assisting clients with transportation needs and problem resolution.

The minimum qualification for a case manager is a BA or BS degree preferably in social work or nursing; a master's degree or BA plus 5 years of experience for supervisors and lead case manager. All of the RW Part A case management staff meet or exceed these criteria.

## **3. Describe your organization's ability to attain qualified personnel to fulfill the needs of this request for proposal.**

There is sufficient staff hired to meet the proposed service. If awarded funds, the service would continue without interruption to the existing clients.

The agency vigorously seeks qualified personnel when there is a vacancy through a variety of sources, including the agency's website, contractors and major newspapers. Among the sixty community entities who are notified : Arizona Department of Veterans Services, Arizona Informant, Arizona Personnel Department, Interfaith Community Care, Jewish Family & Children's Services, La Voz, LIFE Inc, Lutheran Social Ministries, Maricopa County Human Services, Native American Community Health Center, School of Social Work/Arizona State University, Sun Health Corporation Urban League, Tempe Community Action Agency, Social Work p.r.n., Magellan Health Services.

Language and education requirements are listed in the ads for employment and applications are screened with those criteria according to the position being filled.

## **4. Describe your organization's marketing plans to ensure that the community is informed about the services you provide.**

The HIV Care Directions program has a specific marketing plan that is submitted annually to the Maricopa County General Health Finance Administration, Ryan White Part A Program's Administrative Agent's office. HIV Care Directions distributes written materials in English and Spanish to HIV Counseling and Testing sites at least quarterly; makes regularly scheduled visits to hospital discharge planners, HIV treating physician's offices; provides presentation to community groups; provides updated information to AIDS service providers regarding Medical Transportation throughout the year.

The Area Agency has a Marketing Director and Assistant who ensure that information regarding the Area Agency's services are disseminated in the community per the marketing plan through TV and radio media, written information and presentations. In addition, the Agency's 24 hour Help Line provides information about services to 3,500 callers per month (out of town or state included), completes presentations to community groups and provides information about all of the agency's services, including HIV Care Directions, at health fairs around the greater Phoenix area, approximately 50 per year.

**ATTACHMENT B  
Pricing & Budget Form**

**NAME OF  
ORGANIZATION:**

AREA AGENCY ON AGING, REGION ONE, INC

Fed. Employee ID #  
(FEIN)

74-2371957

ADDRESS:

1366 E THOMAS ROAD

Suite 108

PHOENIX, AZ 85014

AUTHORIZED  
CONTACT

MARY LYNN KASUNIC

TELEPHONE

602 264 2255

FAX

602 264 8868

E-MAIL

[grants@aaaphx.org](mailto:grants@aaaphx.org)

PRIMARY CONTACT

DEBBY ELLIOTT

TELEPHONE

602 241 6123

FAX

62 264 8868

EMAIL

[elliott@aaaphx.org](mailto:elliott@aaaphx.org)

**SERVICE CATEGORY**

MEDICAL TRANSPORT SERVICES

GRANT PERIOD:

03/01/2008

02/28/2009

Start Date

End Date

AMOUNT

\$

195,000.00

(Section I)

Organization

AREA AGENCY ON AGING, REGION ONE, INC

Contract Number

SERIAL 07097-RFP

Service Category

MEDICAL TRANSPORT SERVICES

Grant Period

March-08

Through

February-09

Narrative of Grant:

PLANNING COUNCIL DEFINITION: Medical Transportation Services  
 Medical transportation services include conveyance services provided, directly or through voucher, to a client so that he or she may access health care services.  
 The Ryan White HIV/AIDS Treatment Modernization Act of 2006 has identified and defined Medical Transportation as a support service.

(Section II)

Budget Requested: \$ 195,000.00

Operating Expenses			Administrative Budget	Direct Service Budget	Total Budget
Personnel:	Salaries	0.11 FTE	\$5,123.04	\$-	\$5,123.04
Personnel:	Fringe/Benefits		1,536.91	-	1,536.91
Subtotal: Personnel			6,659.95	-	6,659.95
Other Direct Costs					
Travel			-	-	-
Supplies			375.00	-	375.00
Equipment			-		
Contractual			1,250.00	175,500.00	176,750.00
Program Support			-	-	-
Other Professional Services			-	-	-
Subtotal: Other Direct Costs			1,625.00	175,500.00	177,125.00

<b>Total Operating Expenses</b>		8,284.95	175,500.00	183,784.95
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(Personnel and Other Direct Costs)

<b>Indirect Costs</b>		11,215.05		11,215.05
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<b>Indirect Rate</b>		12%		
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indirect cost rate issued by the cognizant federal agency.)

<b>Total Costs of Grant</b>	(Percent of Total)	19,500.00	175,500.00	<b>\$195,000.00</b>
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(Total Operating Expenses plus Indirect Costs)

	10%	0%
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**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.

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

Staffing Provider Entry Auto Calculation

(C)	(C - a)	(D)	(E)	(F) = (A)*(E)*(D)	(G) = (F)*(B)	(H)	(I)	(J) = (F)*(I)	(K) = (G)*(I)	(L) = (F) - (J)	(M) = (G) - (K)
<b>Staffing AREA AGENCY ON AGING, REGION ONE, INC MEDICAL TRANSPORT SERVICES</b>											
				<b>Gross</b>	<b>Benefits</b>						
<b>Position Title</b>	<b>Last Name</b>	<b>FTE</b>	<b>Rate</b>	<b>Applied to grant per FTE</b>	<b>Applied to grant per FTE</b>	<b>Job Status</b>	<b>Percent applied as Administrative</b>	<b>Gross Admin Salary</b>	<b>Gross Admin Benefits</b>	<b>Direct Service Salary</b>	<b>Direct Service Benefits</b>
ASSISTANT DIRECTOR	TeKAMPE	0.05	31.56	3,282.24	984.67	A	100%	3,282.24	984.67	-	-
Orders monthly bus passes, confirms bus pass delivery, handles bus pass co-pays and prepares for deposit, transfers prepared deposit documentation to Finance, orders bus tickets, distributes bus tickets to case managers, facilitates problem resolution with transportation provider/s, assists with CAREWare problems/changes, assists with preparation and provision of education materials and presentations re: Part A Medical Transportation to community and client groups, sends client satisfaction surveys and transfers returned surveys to MCDHCM/GHFA, RW Part A Program.											
UNIT CLERK	POSADAS	0.06	14.75	1,840.80	552.24	A	100%	1,840.80	552.24	-	-
Enters utilization per client in CAREWare, follows -up with taxi provider re: problems, prepares pre - ordered daily taxi requests, faxes daily taxi order log to provider, receives and logs daily return taxi order confirmations, prepares bus pass orders for Care Directions and other ASOs, reconciles bus passes from ASOs and Care Directions monthly.											
				-	-	0	0%	-	-	-	-
				-	-		0%	-	-	-	-
				-	-			-	-	-	-
				-	-			-	-	-	-

<b>Calculating Annual Salary</b>	2080
(Rate x Annual Hours)	

Benefits	
Benefits	Percent
HEALTH INS	13.43%
FICA	7.65%
UNEMPL OYMENT	1.23%
RETIREMENT	6.30%
DISAB. INS	0.91%
WORKER S' COMP	0.48%
<b>TOTAL</b>	<b>30.00%</b>

				-	-			-	-	-	-
				-	-		0%	-	-	-	-
TOTAL		0.11		5,123.04	1,536.91			5,123.04	1,536.9	-	-

(Admin)	0.11	FTE	(N) = (D)*		100%	(P) = (N) /
(Direct Service)	0	FTE	(I)	Percent FTE	0%	((N) + (O))
			(O) = (D) *			(Q) = (O) /
			(1-(I))			((N) + (O))

0.11

**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)
<b>Mileage AREA AGENCY ON AGING, REGION ONE, INC MEDICAL TRANSPORT SERVICES</b>							
		<b>Annual Miles Budgeted (Per 1 FTE)</b>	<b>Miles Applied to Grant</b>	<b>Budget</b>			<b>Description</b>
	<b>FTE</b>			<b>\$0.00</b>	<b>Admin</b>	<b>Direct Svc</b>	
1	Admin	0.11	0	\$-	-	-	
2	Direct Svc	0	0	-		\$0.00	
	<b>TOTAL</b>		0	0	-	-	\$-

(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)
<b>Other Allowable Travel AREA AGENCY ON AGING, REGION ONE, INC MEDICAL TRANSPORT SERVICES</b>						
Dates of Travel	Cost Line Item	Cost Line Item	Total Budget	Admin	Direct Service	Description
1	\$-	\$-	-	-	0	
Description					0	
2	\$-	\$-	-	-	0	
Description					0	
3	\$-	\$-	-	-	0	
Description					0	
			-	-	-	\$-

		Admin	Direct Service	Total
<b>SUMMARY</b>	(Travel)	-	-	-

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.

**General Office Supplies: includes pens, paper, toner, etc.**

(Apply at FTE Ratio)

1

	(A)	(B)	(C) = (A)*(1-(B))	(D) = (B) + (C)	(E)
General Office Supplies AREA AGENCY ON AGING, REGION ONE, INC MEDICAL TRANSPORT SERVICES					
Item	Annual Budget	Admin 100%	Direct Service	Total	Narrative
1 General Office Supplies	375	375.00	-	375.00	PAPER, PENS, TONER, ETC
2		-	-	-	
3		-	-	-	
4		-	-	-	
5		-	-	-	
TOTAL		375.00	-	TOTAL	<b>\$375.00</b>

2 **Program Supplies**

Program Supplies have been deemed Direct Service.

	(A)	(B)	(C)	(D) = (B)	(E)	(F)
Program Supplies AREA AGENCY ON AGING, REGION ONE, INC MEDICAL TRANSPORT SERVICES						
Description	Annual Budget	Admin	Direct			Narrative
1	0	0	-			
2			-			
3			-			
4			-			
5			-			
TOTAL		-	-	TOTAL		<b>\$-</b>



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 AREA AGENCY ON AGING, REGION ONE, INC MEDICAL TRANSPORT SERVICES							
Consultant	Hours Budgeted	Quoted Rate	Total Budget	Admin Budget %	Admin Budget	Direct Service	Dates of Service
1		0	-	0%	-	-	
	Licenses / qualifications						
	Narrative						
2	0	0	-	0%	-	-	
	Licenses / qualifications						
	Narrative						
3			-		-	-	
	Licenses / qualifications						
	Narrative						
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 AREA AGENCY ON AGING, REGION ONE, INC MEDICAL TRANSPORT SERVICES							
Contract Provider	Units/Hours Budgeted	Quoted Rate	Total Budget	Admin Rate	Admin Budget	Direct Service	Dates of Service
1 PINAL/GILA (INC ADM)	1187	21.0615	25,000.00	5%	1,250.00	23,750.00	
<b>Service(s) Provided</b>	Various forms of transportation						
<b>Narrative</b>	To provide transportation services to eligible HIV+ clients, as needed, for RW Part A Core Services. Pinal is paid for the cost of transportation services plus 5% administration.						
2 VALLEY METRO - CITY OF PHX	4080	18.7	76,296.00	0%	-	76,296.00	
<b>Service(s) Provided</b>	City bus service.						
<b>Narrative</b>	Approximately 340 bus passes per month @18.70 per pass to provide transportation services to HIV+ clients as needed for RW Part A core services, per Ryan White Part A Medical Transportation definition and standards.						
3 AAA FULL TRANS	3018.16	25	75,454.00		-	75,454.00	
<b>Service(s) Provided</b>	TAXIS SERVICE						
<b>Narrative</b>	To provide transportation services to HIV+ clients as needed for medical, social services, and related service necessary for quality of life improvement per Ryan White Part A definition. .						
				<b>TOTAL</b>	1,250.00	175,500.00	<b>\$176,750.00</b>

**Other Program Support**

**1 Telephone**

Telephone AREA AGENCY ON AGING, REGION ONE, INC MEDICAL TRANSPORT SERVICES					
Description	Annual Amount Budgeted	Admin 100%	Direct Service	Total	Narrative Justification
1 Cell Phones	0	-	-	-	
2 Direct Line		-	-	-	
3		-	-		
		-	-		
TOTAL		-	-	TOTAL	\$-

**2 Copy/Duplicating**

Copy/Duplicating AREA AGENCY ON AGING, REGION ONE, INC MEDICAL TRANSPORT SERVICES					
Description	Budget	Admin 100%	Direct Service	Total	Narrative Justification
1 Program Brochures					
	0		-	-	
2 Other Copying/Duplicating					
	0	-	-	-	
	0	-	-	-	
	0	-	-	-	
TOTAL		-	-	TOTAL	\$-

Budget Category 6 4

**3 Postage**

Postage AREA AGENCY ON AGING, REGION ONE, INC MEDICAL TRANSPORT SERVICES					
Description	Amount Budgeted	Admin 100%	Direct Service	Total	Narrative Justification
1	0	-	-	-	
		-	-		
TOTAL		-	-	TOTAL	\$-

4 **Utilities**

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

Utilities AREA AGENCY ON AGING, REGION ONE, INC MEDICAL TRANSPORT SERVICES					
Description	Amount Budgeted	Admin 100%	Direct Service	Total	Narrative Justification
1	0	-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
TOTAL		-	-	TOTAL	\$-

4 **Other Program Support**

Other Program Support AREA AGENCY ON AGING, REGION ONE, INC MEDICAL TRANSPORT SERVICES					
Description	Budgeted Amount	Admin 100%	Direct Service	Total	Narrative
1	0	-	-	-	
	0	-	-	-	
	0	-	-	-	
	0	-	-	-	
		-	-	-	
TOTAL		-	-	TOTAL	\$-

1 Audit/Accounting/Finance

Audit/Accounting/Finance AREA AGENCY ON AGING, REGION ONE, INC MEDICAL TRANSPORT SERVICES							
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 AREA AGENCY ON AGING, REGION ONE, INC MEDICAL TRANSPORT SERVICES							
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 AREA AGENCY ON AGING, REGION ONE, INC MEDICAL TRANSPORT SERVICES							
Provider	Annual Rent	Percent to Grant	Total Grant	Dates of Service	Admin	Direct Service	Description
	0	0%	-		-		
<b>Cost Method Used</b>							
<b>Budget Justification</b>							
				TOTAL	-		\$ -

4 Other Professional Service

Other Professional Service AREA AGENCY ON AGING, REGION ONE, INC MEDICAL TRANSPORT SERVICES							
Vendor	Hours Budgeted	Quoted Price*	Total Price	Admin Budget %	Admin	Direct Service	Description
	0	0	-	0%	-	-	
<b>Cost Method Used</b>							
<b>Budget Justification</b>							
			-		-	-	
<b>Cost Method Used</b>							
<b>Budget Justification</b>							
					-	-	
<b>Cost Method Used</b>							
<b>Budget Justification</b>							
			-	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: **AREA AGENCY ON AGING, REGION ONE, INC**  
 Contract: **MEDICAL TRANSPORT SERVICES**

	(A) Activity (From Work Statement)	(B) Product / Unit Name	(C) Number of Units Proposed	(D) Proposed Fee Per Product/Deliv erable	Schedule of Deliverables												(E) Total Payment Per Objective/Ac tivity
					Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
1	OBJECTIVE1	ONE (1) BUS PASS	4080.00	18.70	340	340	340	340	340	340	340	340	340	340	340	340	76,296.00
2	OBJECTIVE 2	ONE (1) RIDE ONE WAY TAXIS	4225.15	23.48	352	352	352	352	352	352	352	352	352	352	352	353.15	99,204.00
3			-	-													-
4			-	-													-
5			-	-													-
6			-	-													-
7			-	-													-
8			-	-													-
<b>TOTAL</b>			8305.15		692	692	692	692	692	692	692	692	692	692	692	693.15	

DIRECT 175,500.00  
 TOTAL \$195,000.00  
 ADMIN \$(19,500.00)

- (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.

(Over Budget)  
 THE  
 \$19,500.00 IS  
 THE ADMIN  
 PORTIONSF  
 OR THIS  
 CONTRACT

1

Unit of Service (Name)  
Unit Definition  
(Describe the Unit)

ONE (1) BUS PASS
ONE (1) MONTHLY BUS PASS ON PHOENIX TRANSIT

Units Proposed	<b>4080</b>
Percent of Total	<b>49%</b>

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	-	4,080	49%		-
Supplies	-				-
Equipment	-				-
Contractual	175,500.00				21.13
PS	-				-
Other Direct Costs	-				-
					21.13

Administrative Costs	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
<b>Salaries</b>	5,123.04	1,536.91	6,659.95	49%	4,080.00	0.80
						0.80

Other Direct Costs	Total Admin Cost	Units Prop	Percent to total		
Travel	-	4,080	49%		-
Supplies	375.00				0.05
Equipment	-				-
Contractual	1,250.00				0.15
PS	-				-
Other Direct Costs	-				-
					1.00

Indirect	11,215.05				1.35
					23.48













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	-	-	0%		#DIV/0!
Supplies	-				#DIV/0!
Equipment	-				#DIV/0!
Contractual	175,500.00				#DIV/0!
PS	-				#DIV/0!
Other Direct Costs	-				#DIV/0!
					#DIV/0!

Administrative Costs	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
<b>Salaries</b>	5,123.04	1,536.91	6,659.95	0%	-	#DIV/0!
						#DIV/0!

Other Direct Costs	Total Admin Cost	Units Prop	Percent to total		
Travel	-	-	0%		#DIV/0!
Supplies	375.00				#DIV/0!
Equipment	-				#DIV/0!
Contractual	1,250.00				#DIV/0!
PS	-				#DIV/0!
Other Direct Costs	-				#DIV/0!
					#DIV/0!

Indirect	11,215.05				#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: ONE (1) BUS PASS

Definition: ONE MONTHLY BUS PASS ON PHOENIX TRANSIT

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

Unit Measurement: ONE BUS PASS

Reimbursement Rate Requested: \$ 18.70 (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: (Use this section to justify the rate at which you are requesting to be reimbursed.)  
 (PER UNIT)

	Description of Cost	Cost	Narrative Justification
1	BUS PASS	18.70	AS BILLED BY THE CITY OF PHOENIX
2			
3			
4			
5			
6			
7			
8			
9			
10			j
	Total	18.70	

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:

ONE (1) RIDE ONE WAY - TAXIS
ONE WAY TAXI RIDE FOR INDIVIDUAL CLIENT

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

Unit Measurement:

ONE WAY RIDE BY TAXI
----------------------

Reimbursement Rate Requested:

COST PLUS 10% ADMIN
------------------------

(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	ONE WAY TAXI RIDE	VARIES	BILLED BY TAXI SERVICE FOR EACH CLIENT RIDE
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

**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

**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.

**ATTACHMENT C  
Work Plan  
FY 2008/2009**

Area Agency on Aging/HIV Care Directions      **FY 2008/2009 WORK PLAN FOR**      Medical Transportation

**Performance Measure FY 2008/2009**

- |                                 |                                     |                                 |   |     |
|---------------------------------|-------------------------------------|---------------------------------|---|-----|
| 1) Number of new clients        | =280                                | 4)                              | = |     |
| 2) Number of returning clients  | =580                                | 5)                              | = |     |
| 3) Medical Transportation Units | =                                   | 6) % of compliance              | = |     |
|                                 | 4,080 bus cards – Maricopa          | 7) Total # unduplicated clients |   | 860 |
|                                 | 3,018 one-way taxi rides – Maricopa |                                 |   |     |
|                                 | 1,187 one-way taxi rides – Pinal    |                                 |   |     |

<p><b>Challenge:</b> Lack of transportation is a significant barrier to receiving HIV primary medical care and related core services. The Phoenix Part A EMA is a large geographic area which can result in extensive travel to access services. Additionally, clients living with HIV/AIDS may face medical and functional challenges which could limit their ability to transport themselves to services.</p>			
<p><b>Goal:</b> To ensure HIV-infected individuals in the EMA have access to transportation services to support retention in care and increase health outcomes according to Public Health guidelines. To provide access to primary medical care and related core services for eligible individuals living with HIV/AIDS, utilizing bus and taxi transportation services.</p>			
OBJECTIVES:	ACTIVITIES	IMPLEMENTATION PLAN/POSITIONS REQUIRED	HOW GOALS WILL BE MEASURED/ATTAINED/EVALUATION METHODS
<p><b>Objective 1:</b> To distribute bus passes (and tickets as appropriate) to up to 340 eligible clients per month to facilitate access to HIV primary medical care and related core services.</p>	<p><b>The project will:</b></p> <ul style="list-style-type: none"> <li>•Determine client eligibility for Ryan White Part A services.</li> <li>•Implement uniform methods of distributing bus passes to eligible clients.</li> <li>•Distribute bus passes to approved agencies that have eligible clients in need of the service.</li> </ul> <p><b>Responsible staff:</b> Associate Director Unit Clerk Receptionist Case Managers</p>	<p><b>Implementation:</b> Service is already in place and operating.</p> <p><b>Responsible staff:</b> 0.05 FTE Associate Director 0.06 FTE Unit Clerk</p>	<p><b>Narrative Measure Statement:</b> A monthly client log is maintained which the client (or a representative) signs indicating receipt of a bus pass.</p> <p>The CAREWare database maintains a list of clients who have received a bus pass.</p> <p><b>Service Unit Name:</b> Transportation – Bus Pass</p> <p><b>Service Unit Description:</b> 1 unit = 1 Bus Pass</p> <p><b>Units to be Provided:</b> <b>4,080</b> units (bus cards)</p>

OBJECTIVES:	ACTIVITIES	IMPLEMENTATION PLAN/POSITIONS REQUIRED	HOW GOALS WILL BE MEASURED/ATTAINED/EVALUATION METHOD
<p><b>Objective 2:</b> To provide taxi rides for 50 or more eligible clients per month in Maricopa and Pinal Counties to facilitate access to RW Part A core services.</p>	<p><b>The project will:</b></p> <ul style="list-style-type: none"> <li>•Determine client eligibility for Ryan White Part A services.</li> <li>•Implement uniform methods of authorizing taxi services for eligible clients.</li> </ul> <p><b>Responsible staff:</b> Associate Director Unit Clerk Receptionist Case Managers</p>	<p><b>Implementation:</b> Service is already in place and operating.</p> <p><b>Responsible staff:</b> 0.05 FTE Associate Director 0.06 FTE Unit Clerk/ CM Assist.</p>	<p><b>Narrative Measure Statement:</b> A monthly taxi ride log is maintained which lists clients, destinations and core service.</p> <p>A monthly bill is received from the taxi provider which documents provision of the ride and lists clients, destinations and costs of rides.</p> <p>The CAREWare database maintains a list of clients who have received taxi services.</p> <p><b>Service Unit Name:</b> Transportation Services - Taxi</p> <p><b>Service Unit Description:</b> 1 unit = 1 one-way taxi ride</p> <p><b>Units to be Provided:</b> 3,018 Maricopa 1,187 Pinal</p>

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85014

PRICING SHEET: NIGP CODE 9487416

Terms:	NET 30
Vendor Number:	W000007280 X
Telephone Number:	602/264-2255
Fax Number:	602/230-9132
Contact Person:	Mary Lynn Kasunic
E-mail Address:	<a href="mailto:grants@aaaphx.org">grants@aaaphx.org</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>March 31, 2011.</b>