



BOARD OF SUPERVISORS AGENDA ITEM REPORT **CONTRACTS / AWARDS / GRANTS**

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: October 16, 2018

*** = Mandatory, information must be provided**

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Arizona Department of Health Services (ADHS)

***Project Title/Description:**

Pima County HIV Care & Services. This IGA, also known as Ryan White, identifies individuals at risk for Human Immunodeficiency Virus (HIV) and coordinates linkage to care for persons diagnosed with HIV/AIDS. Amendment #1 increases the annual price sheet from \$77,871.00 to \$107,877.02. The IGA being amended is attached for reference.

***Purpose:**

In July 2010, the National HIV/AIDS Strategy was released providing a road-map for addressing the domestic HIV epidemic. The Strategy addressed priorities including: reducing new HIV infections, increasing access to care, improving health outcomes for people living with HIV, and reducing HIV-related health disparities. The purpose of Amendment #1 is to increase the annual amount of funding to \$107,877.

***Procurement Method:**

This grant IGA is a non-procurement contract, and is exempt from the standard procurement rules.

***Program Goals/Predicted Outcomes:**

Under the terms of this agreement PCHD will continue HIV testing efforts, assist local community based organizations with partner services, link persons who have tested positive for HIV into quality HIV care services, and reconnect people living with HIV/AIDS who have dropped out of care with services.

***Public Benefit:**

According to estimates from the U.S. Centers for Disease Control and Prevention (CDC), approximately 50,000 new HIV infections occur each year, and an estimated 21 percent of infected persons are unaware of their HIV status. Lack of awareness can lead to advanced HIV disease, often within one year of diagnosis, representing late entry into care. People living with HIV/AIDS who enter care at this point often have extremely compromised immune systems and AIDS-related complications.

***Metrics Available to Measure Performance:**

- Quarterly narrative reports outlining progress toward areas of programmatic concern and activities conducted during the quarter.
- Ryan White Part B client level data entered into the Health Resources and Services Administration (HRSA) approved data system two days after activity.
- Expenses as compared to the Price Sheet.

***Retroactive:**

No.

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

☐ Expense Amount: \$* _____ ☐ Revenue Amount: \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No**If Yes, is the Contract to a vendor or subrecipient?** _____Were insurance or indemnity clauses modified? ☐ Yes ☐ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☐ No*If Yes, attach the required form per Administrative Procedure 22-73.***Amendment / Revised Award Information**

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____Is there revenue included? ☐ Yes ☐ No If Yes \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☒ AmendmentDocument Type: GTAM Department Code: HD Grant Number (i.e., 15-123): 19-10Effective Date: upon signature Termination Date: _____ Amendment Number: 01☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 30,006.02***All Funding Source(s) required:** Department of Health and Human Services, HIV/AIDS Bureau***Match funding from General Fund?** ☐ Yes ☒ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☒ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Federal funds received via ADHS

Contact: Sharon GrantDepartment: Health Telephone: 724-7842Department Director Signature/Date: Marcia M. Ferguson 9/19/2018Deputy County Administrator Signature/Date: Adair 9/20/2018County Administrator Signature/Date: C. A. Sullivan 9/20/18
(Required for Board Agenda/Addendum Items)



INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

ARIZONA DEPARTMENT OF
HEALTH SERVICES

150 18th Ave Suite 260
Phoenix, Arizona 85007

Contract No.: ADHS18-193947

Amendment No: 1

Senior Procurement Specialist
Ted Cooper

PIMA COUNTY HIV CARE & SERVICES

1. Pursuant to Uniform Terms and Conditions, Page Seven (7), Provision Six (6), Contract Changes, section 6.1 Amendments, the Intergovernmental Agreement is amended as follow:

1.1 The Price Sheet included in this Intergovernmental Agreement is added and made part of the Contract. The "items" tab in Procure AZ will be revised to reflect the change.

All other provisions of this agreement remain unchanged.

Contractor Name: PIMA COUNTY HEALTH DEPARTMENT

Authorized Signature

Address: 3950 SOUTH COUNTRY CLUB ROAD

Print Name

TUCSON

ARIZONA

85714

City

State

Zip

Title

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Paula S. Perrera 9.19.18
Signature Date

Signed this _____ day of _____ 20__

Paula S. Perrera
Print Name

Procurement Officer

Attorney General Contract No.: P00120143000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

RESERVED FOR USE BY THE SECRETARY OF STATE

Signature

Date

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

Assistant Attorney General

Print Name

REVIEWED BY:

Margaret Sanchez
Appointing Authority or Designee
Pima County Health Department



INTERGOVERNMENTAL AGREEMENT (IGA)
Amendment

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

150 18th Ave Suite 260
Phoenix, Arizona 85007

Contract No.: ADHS18-193947

Amendment No: 1

Senior Procurement Specialist
Ted Cooper

PRICE SHEET - REVISED

CORE PERSONNEL/ERE	75,260.00
ADMIN. PERSONNEL/ERE	13,275.00
ADMIN. DELIVERED	19,342.02
Total	107,877.02



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS18-193947

ARIZONA DEPARTMENT OF
HEALTH SERVICES
150 North 18th Avenue, Suite 260
Phoenix, Arizona 85007

Project Title: Ryan White Part B HIV CARE AND SERVICES

Begin Date: 04/01/2018

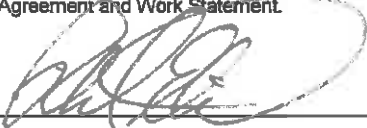
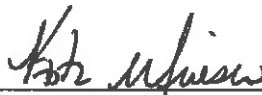
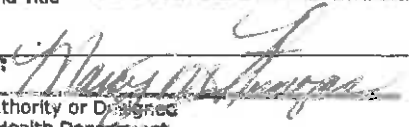
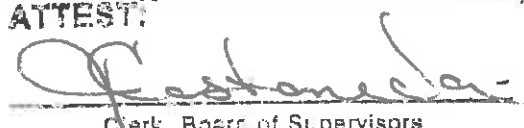
Geographic Service Area: PIMA COUNTY

Termination Date: 03/31/2023

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- ☒ Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
☐ Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
☐ School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.
☐ City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.
☐ City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No.: _____ Tax License No.: _____ Contractor Name: Pima County Health Department Address: 3950 S. Country Club, Suite 100 Tucson, AZ 85714-2099		FOR CLARIFICATION, CONTACT: Name: _____ Phone: _____ FAX No: _____ E-mail: _____	
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.  JUN 19 2018 Signature of Person Authorized to Sign _____ Date _____ <u>Richard Elias, Chairman</u> Print Name and Title _____		This Contract shall henceforth be referred to as Contract No. <u>ADHS18-193947</u>. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract. State of Arizona Signed this <u>21st</u> day of <u>June</u>, 201<u>8</u>  Procurement Officer _____	
CONTRACTOR ATTORNEY SIGNATURE: Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.  6.11.18 Signature of Person Authorized to Sign _____ Date _____ <u>Paula J. Perreia Deputy Atty. Atty.</u> Print Name and Title _____		Attorney General Contract, No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, BY: <u>Molly Adrian</u> 6-21-18 Signature _____ Date _____ Assistant Attorney General: <u>Molly Adrian</u>	
REVIEWED BY:  Approving Authority or Designee Pima County Health Department		ATTEST:  Clerk, Board of Supervisors Pima County, Arizona	

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
ADHS18-193947	TERMS AND CONDITIONS

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
- 1.2 "ADHS" means Arizona Department of Health Services.
- 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
- 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
- 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
- 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
- 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
- 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
- 1.9 "Days" means calendar days unless otherwise specified.
- 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
- 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
- 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
- 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
- 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
- 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

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2. Contract Type.

This Contract shall be:

Cost Reimbursement

3. Contract Interpretation.

- 3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.3.1. Terms and Conditions;
 - 3.3.2. Statement or Scope of Work;
 - 3.3.3. Attachments; and
 - 3.3.4. Referenced Documents.
- 3.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

- 4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

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change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
 - 4.6.1. Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
 - 4.6.2. State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10. Property of the State.
 - 4.10.1. Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
 - 4.10.2. Title and Rights to Materials. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or

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received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

- 4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C 4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

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4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

4.12. Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. Costs and Payments

5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2. Recoupment of Contract Payments.

5.2.1. Unearned Advanced Funds. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2. Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3. Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4. Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

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5.4. Applicable Taxes.

5.4.1. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2. Tax Indemnification. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3. I.R.S. W9 Form. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1. Accept a decrease in price offered by the Contractor;

5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3. Offer reductions in funding as an alternative to Contract termination; or

5.6.4. Cancel the Contract.

6. Contract Changes

6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3. Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

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7. Risk and Liability

- 7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3. Force Majeure.
- 7.3.1. *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.3.2. *Exclusions.* Force Majeure shall not include the following occurrences:
- 7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.3.3. *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 7.3.4. *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.
- 7.4. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

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6. Description of Materials The following provisions shall apply to Materials only:

- 8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.
- 8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:
 - 8.2.1. Of a quality to pass without objection in the Contract description;
 - 8.2.2. Fit for the intended purposes for which the Materials are used;
 - 8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units,
 - 8.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
- 8.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 8.5. Survival of Rights and Obligations After Contract Expiration and Termination.
 - 8.5.1. *Contractor's Representations*. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 - 8.5.2. *Purchase Orders and Change Orders*. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State's Contractual Remedies

- 9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2. Stop Work Order.
 - 9.2.1. *Terms*. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable

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steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2. Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

10.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4. Termination Without Cause.

10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

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10.4.3. If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. Arbitration

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

12. Communication

12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. Client Grievances

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

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14. Sovereign Immunity

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. Fingerprint and Certification Requirements/Juvenile Services.

15.1. Paid and Unpaid Personnel. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

15.2. Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

16. Administrative Changes

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

17. Survival of Terms After Termination or Cancellation of Contract

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

18. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

18.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

18.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

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19. Comments Welcome

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 280, Phoenix, Arizona 85007.

20. Data Universal Numbering System (DUNS) Requirement

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

21. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fars.gov/>

If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at <http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata> and must be returned to the ADHS by the 15th of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: ADHS_Grants@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <http://www.whitehouse.gov/omb/open>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

22. Contracting; Procurement; Investment; Prohibitions

22.1. A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

22.2. A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

22.3. Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the State up to and including termination of this Contract.

23. Technology Replacement

In any event where product is discontinued, no longer available or technically inferior to newly developed product, the Contractor shall provide an equivalent replacement model at no additional cost and shall honor the original contract terms.

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1. BACKGROUND

- 1.1 The mission of the Arizona Department of Health Services (ADHS) Office of Disease Integration and Services, Ryan White Part B Human Immunodeficiency Virus (HIV) Care and Services Program (Program) is to end Arizona's (HIV) Epidemic by quickly linking clients to HIV medical care and supporting viral load suppression for all Ryan White clients. The Arizona Ryan White Part B Program provides services to eligible clients residing in all counties of Arizona except Maricopa County, Pinal County, and Mohave County.
- 1.2 Services to be provided under this Contract are fully funded through the Ryan White Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS) Treatment Extension Act of 2009, formerly known as the Ryan White HIV/AIDS Treatment Modernization Act of 2006, administered by the Health Resources Services Administration (HRSA), HIV/AIDS Bureau (HAB). Ryan White funding fills gaps in care not covered by other resources. The ADHS Office of Disease Integration and Services is the only authorized administrator of Part B of the Ryan White HIV/AIDS Treatment Extension Act of 2009 and is mandated to ensure the provision of Core Medical and Support Services as specified by HRSA.
- 1.3 **ADHS has three HIV focused programs.**

Program Name	Description	Funding Sources
Office of Disease Integration Services HIV Care and Services Program	Administers range of HIV Services and Arizona's AIDS Drug Assistance Program.	Ryan White HIV/AIDS Treatment Extension Act of 2009 Administered by Health Resources Services Administration HIV/AIDS Bureau (HAB)
Office of Disease Integration Services HIV Surveillance Program	Administers HIV Surveillance activities. May fund Arizona Counties to conduct case investigations and report data to ADHS in a timely manner.	Centers for Disease Control PS18-1802: Integrating HIV Surveillance and Prevention Programs for Health Departments.
Office of HIV Prevention	HIV testing and linkage to care, comprehensive HIV Prevention services, integrated prevention and care planning and social media/marketing.	

The ADHS Office of Disease Integration and Services and Office of HIV Prevention have the responsibility for administering the HIV Surveillance Program Cooperative Agreement funds and the HIV Prevention Program Cooperative Agreement funds by the U.S. Centers for Disease Control and Prevention (CDC) and the Ryan White HIV/AIDS Treatment Extension Act of 2009 administered by the Health Resources Services Administration (HRSA), HIV/AIDS Bureau (HAB) Ryan White funding.

HIV Surveillance funds are provided to the State Health Departments to supplement HIV Surveillance efforts within the County. These efforts include case investigation and reporting of data to ADHS in a timely manner.

- 1.4 The current National HIV/AIDS strategy has four goals which the Ryan White Part B program works to achieve, alongside other Ryan White Recipients, The Contractors, HIV Prevention, HIV Surveillance and other programs. The goals include:
- 1.4.1 Reducing new HIV infections;
 - 1.4.2 Improving access to care and health outcomes;
 - 1.4.3 Reducing HIV-related health disparities and
 - 1.4.4 Achieving a more coordinated national response.

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- 1.5 HIV care delivery models need to effectively coordinate service delivery in coordination with primary payer plans. Service priorities are based on the needs identified by a sample of 5% of all people living with HIV in Arizona. The feedback was collected during the most recent Arizona Statewide Coordinated Statement of Need (SCSN). Service priorities are in the following order:

- 1.5.1. Primary Medical Care;
- 1.5.2 Medications;
- 1.5.3 Health Insurance;
- 1.5.4 Nutritional Counseling/Food Bank Services;
- 1.5.5 Housing Assistance;
- 1.5.6 Emergency Financial Assistance;
- 1.5.7 Case Management;
- 1.5.8 Mental Health;
- 1.5.9 Medical Transportation;
- 1.5.10 Psychosocial Services; and
- 1.5.11 Dental Care.

1.6 CONTRACTOR ELIGIBILITY:

- 1.6.1 Contractors eligible for awards include public or non-profit health and social services providers, and other non-profit community organizations, medical care providers, community-based organizations; HIV/AIDS service organizations, academic entities, and city, county, state, federal governmental units located in Arizona but outside of Maricopa and Pinal County.

The Ryan White HIV/AIDS Treatment Modernization Act of 2006 allows for contracting with for-profit entities under certain limited circumstances. Specifically, the amendments allow Part B funds to be used to provide direct financial assistance through contracts with private for-profit entities if such entities are the only available provider of quality HIV care in the area (Sec 2604(b) (2) (A); Section 2631(a) (1). Contractors are prohibited from serving as conduits to pass on their awards to for-profit entities.

All services must be directed to enhance the delivery of services to persons living with HIV, and in limited, restricted instances, their families. These funds may not be used for prevention services.

- 1.6.2 All providers must have documented evidence to substantiate referral relationships on an ongoing basis. All officers must submit any written agreements with other organizations/entities that serve the community of persons living with HIV and are 1) service providers and/or 2) points of entry or access to HIV services. All offerors' are strongly encouraged to include copies of such agreements, detailing each agencies/organization's roles and responsibilities, with each application.

2. OBJECTIVE

- 2.1. The Contract aims to support the end of HIV in Arizona through the funding of authorized Ryan White services for eligible clients. Key objectives include:

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2.1.1. Link 90% of newly diagnosed clients to HIV medical services in 30 days or less.

2.1.2. Retain at least 90% of all Ryan White clients in HIV Medical Care.

2.1.3. Support viral load suppression among at least 90% all Ryan White clients.

2.2. County Health Departments may receive funding to fill gaps in surveillance (ADHS Office of Disease Integration and Services) and prevention (ADHS Office of HIV Prevention) activities. These activities must be coordinated and approved by the respective program. Key objectives include:

2.2.1. Submission of 100% HIV Surveillance and HIV Prevention reports within 30 days of completed activities.

2.2.2. Representation of at least one staff member at any HIV Prevention and HIV Surveillance trainings.

2.2.3. Completion of partner elicitation, location and notifications for at least 90% of all newly diagnosed clients. Activities must meet Office of HIV Prevention and Office of Disease Integration qualifications.

3. SCOPE OF SERVICE

3.1. SERVICES

3.1.1. Implement one (1) or more service categories as defined by the most current Ryan White Part B Services Categories, Definitions and Requirements.

3.1.1.1. Services to be delivered shall meet definitions and requirements;

3.1.1.2. Client services, fiscal and programmatic policies must be compliant with:

3.1.1.2.1. HRSA/HAB Part B Program Monitoring, Fiscal and Universal Monitoring Standards located at <https://hab.hrsa.gov/program-grants-management/ryan-white-hiv-aids-program-recipient-resources>.

3.1.1.2.2. The most current Arizona Part B Standards of Care posted to <http://azdhs.gov/preparedness/epidemiology-disease-control/disease-integration-services/index.php#hiv-care-resources-contractors>.

3.1.2. Develop and maintain policies and procedures, to support the service categories being proposed for funding

3.2. CULTURAL COMPETENCY

3.2.1. The Contractor shall:

3.2.1.1. Provide culturally competent services, as defined by compliance with the CLAS (Culturally and Linguistically Appropriate Services);

3.2.1.2. Implement organizational policies that comply with the CLAS standards;

3.2.1.3. Develop a plan, to be approved by ADHS, for enhancement of cultural competency, delivery of services and staff training;

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3.3. CONTRACT MONITORING

- 3.3.1 The Program will monitor compliance with and performance under the terms and conditions of this contract. This includes on-site visits for contract compliance. There will be at least one scheduled site visit during each grant year. These visits may be made by the Program at any time during the Contractor's normal business hours, announced or unannounced. The Contractor will make available by inspection, and/or by copying, all records and accounts relating to the work performed or the services provided under this Contract, or for similar work and/or services provided under other grants and contracts. The Contractor will have policies and procedures in place that allow ADHS, as the funding agency, prompt and full access to financial, programmatic, and records and documents, as needed, for program and fiscal monitoring and oversight.
- 3.3.2 Contractor shall follow and comply with all related corrective action plans and requirements of site visits and subsequent audits conducted by the Program and its representatives. When monetary penalties are imposed or unallowable costs determined, the Program will define how repayment will be made to ADHS. This may include decreasing or withholding the Contractor's monthly billing or requiring payment to ADHS.
- 3.3.3 The Contractor shall submit reports to Program as requested that detail performance and allow review of budget, cost of services, unit cost methodology and performance outcomes.
- 3.3.4 At least one staff member will attend all scheduled Sub-Recipient Monitoring calls.

3.4. AUDIT DISALLOWANCES

- 3.4.1 The Contractor shall, upon written notice, reimburse ADHS for any payments made under this Contract, which are disallowed, by a Federal or State audit in the amount of the disallowance, as well as court costs and attorney fees which ADHS incurs to pursue legal action relating to such a disallowance.
- 3.4.2 If at any time it is determined by ADHS that a cost for which payment has been made is a disallowed cost, the Program shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Program 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.
- 3.4.3 The Contractor shall be responsible for repayment of any and all applicable audit exceptions, which may be identified by State and Federal auditors of their designated representatives, and reviewed by the Contractor. The Contractor will be billed by ADHS for the amount of said audit disallowance and shall promptly repay such audit disallowance within 60 days of said billing.

3.5. RESTRICTIONS ON USE OF FUNDS

- 3.5.1 The Contractor may 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:
 - 3.5.1.1 Under any State compensation program, under any insurance policy, or under any Federal, State, or county health benefits program; or
 - 3.5.1.2 By an entity that provides health services on a prepaid basis.
- 3.5.2 Funds may not be used to purchase or improve (other than minor remodeling) any building or other facility, or to make cash payments to intended recipients of services as referenced in the Arizona Revised Statutes (ARS) A.R.S. § 41-2591, R2-7-701 and **Code of Federal Regulations**, Chapter 1, Subchapter e., Part 31, and Public Health Service Grants Policy Statement.

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- 3.5.3 Ryan White funds may only support HIV-related needs of eligible individuals. All activities and expenditures must reflect an explicit connection between any service supported with Ryan White Act funds and the intended recipient's HIV status.
- 3.5.4 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.
- 3.5.5 Ryan White funds may not be used to finance the services of lobbyists, fundraisers or grant/proposal writers, nor to support lobbying, fundraising activities and/or the writing of grant/contract proposals. The Contractor must have personnel policies and an employee orientation manual that include regulations that forbid using federal funds to lobby Congress or other Federal personnel.
- 3.5.6 The Ryan White Act limits the administrative expenses to not more than 10% of the total grant award. Requests for additional administrative funds may be submitted to the Program, along with support documents for the administrative costs. The Act defines allowable "administrative activities" to include:
 - 3.5.6.1 Usual and recognized overhead, including established indirect rates for agencies;
 - 3.5.6.2 Management and oversight of specific programs funded under this title; and
 - 3.5.6.3 Other types of program support such as quality assurance, quality control, and related activities."

3.6. STAFF

- 3.6.1 Employ direct service staff who meet the personnel qualifications outlined in the applicable standards of care published to www.azdhs.gov/preparedness/epidemiology-disease-control/disease-integration-services/index.php#hiv-care-resources-contractors.
- 3.6.2 Notify the Program of staff changes at least quarterly.
- 3.6.3 Submit resumes for all new staff to the Program Manager.
- 3.6.4 Provide appropriate training for staff conducting direct client services paid for by the contract. Training on eligibility and Standards of Care may be requested of the Program;
- 3.6.5 All staff must complete confidentiality or security training annually.
- 3.6.6 All mandatory meetings, trainings and/or conferences hosted by the ADHS Ryan White Part B must be attended by the requested number of staff unless an exemption has been obtained by the RWPB Program Manager in advance. Participating staff are expected to stay for the full duration of the training or conference unless prior approval has been granted by the RWPB Program Manager.

3.7. POINTS OF CONTACT

- 3.7.1 Dedicate a Project Manager who shall be the primary contact person for the ADHS in discussing work that needs to be completed. The Contractor shall provide a detailed description of the Project Manager's function and how they will accomplish the minimum tasks listed. The Contractor's Project Manager shall at a minimum:
 - 3.7.1.1 Serve as a primary day-to-day contact with the Agency;

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- 3.7.1.2 Attend, lead, and prepare materials for meetings as requested;
- 3.7.1.3 Ensure all necessary operational components are completed;
- 3.7.1.4 Troubleshoot and correct problems;
- 3.7.1.5 Designate an alternative contact for when the Project Manager is unavailable;
- 3.7.1.6 Assure that the Contractor, as well as any subcontractors, fulfills its duties and responsibilities under this Contract, and delivers required documents to the ADHS.
- 3.7.2 Identify and maintain a Fiscal Contact responsible for ensuring that all Federal and State standards are met in the record keeping and billing of this program.
- 3.7.3 Provide updated contact sheets identifying key contacts for Program Management, Fiscal, AIDS Drug Assistance Program (ADAP) and Quality Improvement notifications and requests. Completed on an annual basis and within 30 days of staff changes.

3.8. CLINICAL QUALITY IMPROVEMENT

- 3.8.1 The Contractor must participate in up to two annual, data-driven, quality improvement projects when requested by the Program. This may include agency specific or multi-agency projects. Participation may include, but is not limited to, training and implementation of the Plan Do Study Act (PDSA) model, monitoring, data reporting, and collection of client input.
- 3.8.2 The Contractor will use and adhere to the most current Standards of Care for all service categories for which they are funded. Standards of Care are posted to <http://azdhs.gov/preparedness/epidemiology-disease-control/disease-integration-services/index.php#hiv-care-resources-contractors>.
- 3.8.3 The Release of Information included in the standard Ryan White application includes client consent to report client data to County, State, and Federal authorized entities and to view their records as a part of site visits and quality management review activities.
- 3.8.4 The Contractor will participate in all mandatory Quality Management trainings. The Contractor understands non-participation in these types of activities may result in non-compliance action.
- 3.8.5 When requested, Contractor shall participate with a Consumer Satisfaction Survey or Needs Assessments.

3.9. DATA AND INFORMATION SYSTEMS

- 3.9.1 Client level data entry must be submitted to the designated data system (CAREWare) within five days after the activity.
- 3.9.2 CAREWare is used for client level data reporting and monthly billing reports, demographic reports, and various custom reporting. The Contractor agrees to install, collect, and report all data requested by the Program via RYAN WHITE CAREWare within 30 days of request by the RWPB. The Contractor agrees to participate in technical assistance training and/or informational presentations for CAREWare at various times scheduled during the contract year, as required by the Program.
- 3.9.3 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. Instructions will be provided by the Program.

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- 3.9.4 Complete timely review of annual Ryan White Program Services Report (RSR), as outlined at <https://careacttarget.org/category/topics/ryan-white-services-report-rsr>. Activities include, but are not limited to, review of reports, chart reviews to identify missing client data and reporting results. The Program will provide technical assistance as needed.
- 3.9.5 All services provided to eligible Ryan White clients must be entered into the CAREWare system as a service in the client's electronic file. Services must include the date the service was provided, the service category, quantity of units, a note describing the service encounter, and the staff member completing the service.
- 3.9.6 The Program 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.

3.10. USE OF SUBCONTRACTORS

- 3.10.1 The use of subcontractors and/or consultants shall be pre-approved by ADHS Procurement and the Program. If the use of subcontractors is approved by the Program, 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 the Program within fifteen (15) days of its effective date.
- 3.10.2 All subcontract agreements must provide a detailed scope of work, indicating the provisions of service to be provided by both the Contractor and Subcontractor.
 - 3.10.2.1 All subcontract agreements must include a detailed budget, identifying all administrative and direct service costs as defined in the Budget, Revenues and Expenditures section.
 - 3.10.2.2 All subcontract agreements must document the qualifications and ability to provide services by the subcontracting agency.
 - 3.10.2.2.1 The Contractor agrees to include in any subcontracts a provision to the effect that the subcontractor agrees that the Program shall have access to the subcontractor's facilities and the right to examine any books, documents and records of the subcontractor, involving transactions related to the subcontract and that such books, documents and records shall not be disposed of except as provided herein.
 - 3.10.2.2.2 The Contractor shall not enter into a subcontract for any of the work contemplated under this Agreement except in writing and with prior written approval of the Program. Such approval shall include the review and acceptance by the Program of the proposed sub-contractual arrangement between the Contractor and the subcontractor.

3.11. PROGRAM MARKETING INITIATIVES

- 3.11.1 When issuing statements, press releases and/or Internet-based or printed documents describing projects, programs and/or services funded in whole or in part with Ryan White Part B funds, the Contractor will clearly reference the funding source as the federal Department of Health and Human Services, Health Resources and Services Administration, the Ryan White HIV/AIDS

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Treatment Extension Act of 2009 (or current authorized or reauthorized name of Act). Such references to funding source must be clear and legible.

- 3.11.2 Contractor is responsible for advertising Ryan White Part B-funded services. Such advertisement is to promote/incorporate the following components: Services available, venues/locations, and hours of operation. The content of any and all advertising for these services must be in a format allowed by Local, State and Federal regulations and shall contain the funding language referenced in this contract section.
- 3.11.3 Contractor is responsible to ensure that all appropriate program descriptions, including hours and locations, and any changes related to these services are disseminated to the community and other Ryan White providers to ensure that clients have access to care. The Contractor shall be able to document and explain this communication process to the Program upon request.

3.12. MATERIAL REVIEW ACCEPTANCE

- 3.12.1 Ensure that all materials developed or utilized by the Contractor's program are approved by the ADHS prior to use.
- 3.12.2 All written materials, websites/internet materials, audiovisual materials, pictorials, questionnaires, survey instruments, proposed group educational sessions, educational curricula and like materials must be reviewed and approved by ADHS prior to being put into use. ADHS has established principles on content for HIV/AIDS materials (see below), and requires approval of all applicable materials prior to their distribution and use in any activities funded in any part with Ryan White funds.
- 3.12.3 Guidelines for Content:
 - 3.12.3.1 Written materials (e.g., pamphlets, brochures, fliers), audiovisual materials (e.g., motion pictures and video tapes), and pictorials (e.g., posters and similar educational materials using photographs, or paintings) should use terms, descriptors, or displays appropriate for the intended audience to understand.
 - 3.12.3.2 All materials must either directly contain a health promotion message, an HIV prevention message, or inform about functions or events that ultimately promote the same. For example, a poster advertising a workshop does not need to have a health promotion message as long as the workshop does.
 - 3.12.3.3 Materials may NOT educate on or promote either sexual activity or intravenous substance abuse.
 - 3.12.3.4 Materials may not be obscene. ADHS retains the right to define what is obscene on a case by case basis.
 - 3.12.3.5 All current materials which have been produced/approved at the federal level (i.e. CDC, HRSA, DHHS) do not need to be submitted for prior approval by ADHS.
 - 3.12.3.6 Information must be accurate, current, and culturally appropriate.

3.13. CONTRACTORS CONDUCTING HIV TESTING

- 3.13.1 Support Partner Services and Data 2 Care Activities at The Contractor locations providing HIV Testing
 - 3.13.1.1 The Contractors with testing locations must support current Partner Service or Data 2 Care activities for persons newly diagnosed with HIV across the County.

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- 3.13.1.2 Staff conducting Partner Service or Data 2 Care activities must participate in an ADHS approved training prior to start. Staff must comply with Partner Service delivery guidance and requirements from the ADHS Office of HIV Prevention and HIV Surveillance Program.
- 3.13.1.3 Contractors must notify HIV Prevention and Care Programs of the staff names and contact information for staff performing HIV testing. Any staff changes must be reported on a quarterly basis.
- 3.13.1.4 The roles of County Health Departments and Community Based Organizations differ when conducting Partner Service or Data 2 Care activities.
 - 3.13.1.4.1 County Health Departments may complete all components of Partner Services.
 - 3.13.1.4.2 Community Based Organizations are encouraged to engage in partner elicitation activities with clients testing for HIV. Community Based Organizations may ONLY conduct interviews to solicit partner information from clients diagnosed with HIV/STDs (new or previously diagnosed) and solicit partner information. Collected information must be given to the HIV/STD Partner Services staff at the County Health Department. Community Based Organizations may NOT notify or locate partners.
- 3.13.1.5 Any Early Intervention Services or Partners Services activities must be:
 - 3.13.1.5.1 Confidential in all aspects. Programs must include strict procedures for ensuring privacy, confidentiality, and security of data.
 - 3.13.1.5.2 Timely (i.e. locating and notifying activities are initiated and completed promptly within ADHS-established timelines) and offered to every client identified by the HIV/STD testing program within 21 days of learning their confirmatory HIV test result.
 - 3.13.1.5.3 Appropriately documented in the reporting systems provided by the ADHS HIV/STD Prevention, Care and Epidemiology programs. All partner counseling sessions shall be in accordance with the most recent version of the Partner Services guidance issued by the CDC Prevention and Surveillance branches.
 - 3.13.1.5.4 Individuals contacted through RWPB Early Intervention Services may NOT be entered into CAREWare unless an ROI has been completed.
 - 3.13.1.5.5 Work with community partners and promote integration of partner services into existing services by ensuring that information about how to access Partner Services is easily accessible by health care providers in the public and private sectors, Community Based Organizations, and other agencies diagnosing or providing HIV/STD services.
- 3.13.2 When a Health Department does not have staff to complete required HIV Surveillance or HIV Prevention Activities, a Ryan White Early Intervention Staff member may support these required HIV Prevention and Surveillance activities on the following conditions:
 - 3.13.2.1 Staff funds must supplement, not supplant existing efforts.
 - 3.13.2.2 Written approval must be gathered from the ADHS Office Chief of HIV Prevention,

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Program Manager of ADHS Office of Disease Integration and Services HIV Epidemiology Program Manager, and the ADHS Office of Disease Integration and Services HIV Care and Services Program Manager. Approval may be collected via email.

- 3.13.2.3 Staff must ensure reporting of HIV/STD positive test results to ADHS according to current guidelines related to data entry, linkage to care, case closure and timeliness. Guidelines will be provided by the ADHS HIV/Surveillance Program.

3.14. CERTIFICATION OF CLIENT ELIGIBILITY

3.14.1 The Contractor agrees to:

- 3.14.1.1 Assist with eligibility submissions for clients seeking Ryan White Part B and ADAP funded services. Assistance may include, but is not limited to, helping clients complete eligibility forms, assisting with an Arizona Medicaid application, and/or communicate Program requests to the client.
- 3.14.1.2 Comply with any eligibility policies published to <http://azdhs.gov/preparedness/epidemiology-disease-control/disease-integration-services/index.php#hiv-care-resources-contractors> and mandatory forms at www.azadap.com.
- 3.14.1.3 Respond to requests from the ADHS eligibility review team for additional support documentation and to answer questions related to client applications within 5 business days.
- 3.14.1.4 Confirm and accept client eligibility in approved data systems, such as CAREWare, prior to billing the Program for Ryan White Part B funded services.
- 3.14.1.5 Complete required screening for third party payers prior to billing the Ryan White Part B program for services.
- 3.14.1.6 Contractors are encouraged to have multiple staff with access to approved data systems and trained on reviewing/submitted eligibility and running eligibility reports. Contractors with more than 4 RWPB funded staff must have at least two staff members with access to the approved data systems.
- 3.14.1.7 Act as the primary point of contact for the ADHS eligibility review team, except when the client submits an application directly to the Program.
- 3.14.1.8 Use Program approved, HIPAA compliant data systems and web applications, to send eligibility referrals and support documents, when submitting applications on behalf of clients.
- 3.14.1.9 Early Intervention Services (EIS) are exempt from the eligibility requirements. Prior to entering named EIS client data into CAREWare a Release of Information (www.azadap.com) must be on file, and the minimum RSR data entry must be collected.

3.14.2 The ADHS eligibility review team will:

- 3.14.2.1 Screen all client applications for Part B and ADAP and enroll eligible clients.
- 3.14.2.2 Use the Program approved data systems to communicate requests for additional documentation.

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- 3.14.2.3 Use Program approved data system to post client eligibility status updates.
- 3.14.2.4 Review all open applications at least once every 4 business days.
- 3.14.2.5 Complete medication adherence related improvement projects such as, but not limited to, monitoring and following up with clients that have not used their ADAP benefit in a six month period.

3.14.3 Summary of Client Eligibility Requirements

- 3.14.3.1 HIV diagnosis.
- 3.14.3.2 Client lives in Arizona, but outside of Maricopa, Mohave and Pinal Counties. Clients living in Mohave County may qualify for Ryan White Part B dental services only.
- 3.14.3.3 Earn less than 400% of the current federal poverty level.
- 3.14.3.4 Documented screening and enrollment in the insurance option for which the client is eligible. Ryan White is the payer of last resort and cannot pay for services covered by other programs.
- 3.14.3.5 Submission of mandatory Arizona Ryan White and ADAP application in English or Spanish and required supporting documentation every 6 months. Support documents include:
 - 3.14.3.5.1 Documented viral load labs within the past 6 months
 - 3.14.3.5.2 AHCCCS (Arizona's Medicaid program) approval or denial for clients under 150% of the federal poverty level
 - 3.14.3.5.3 Proof of income
 - 3.14.3.5.4 Proof of residency
 - 3.14.3.5.5 Proof of insurance (if applicable)
 - 3.14.3.5.6 Taxes for clients enrolled in an ADAP-funded Marketplace plan

3.15. RELEASE OF INFORMATION

- 3.15.1 The Contractor agrees to secure from all clients provided services under this contract any and all releases of information or other authorization requested by the Program. This includes but is not limited to the Release of Information included in the application (www.azadap.com), which can be found in the CAREWare client file for eligible clients. Failure to secure such releases from clients may result in disallowance of all claims to the Program for covered services provided to eligible individuals. If service to anonymous clients is specifically allowed and approved by the Program according to the current policies or otherwise stated in writing by the Program, this provision does not apply.
- 3.15.2 The Contractor agrees to comply with **ARS §36-662, access to records**. In conducting an investigation of a reportable communicable disease the department of health services and local health departments may inspect and copy medical or laboratory records in the possession of or maintained by a health care provider or health care facility which are related to the diagnosis, treatment and control of the specific communicable disease case reported. Requests for records shall be made in writing by the appropriate officer of the department of health services or local health department and shall specify the communicable disease case and the patient under

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investigation.

3.16. CLIENT FEES AND SLIDING FEE POLICIES

- 3.16.1 The Contractor agrees to have billing, collection, co-pay and sliding fee policies and procedures that do not deny clients services for non-payment, inability to produce income documentation, or require full payment prior to service, or include any other barriers to service based on ability to pay.
- 3.16.2 If the Contractor charges clients for services, the Contractor agrees to charge and document client fees collected in accordance with their sliding fee schedule. This fee schedule shall be consistent with current federal guidelines. This fee schedule must be published and made available to the public. If charging fees, the Contractor must have a fee discount policy, sliding fee schedule, and sliding fee eligibility applications. The Contractor must track fees charged and paid by clients. The Contractor must have a fee discount policy that includes client fee caps, including:
- 3.16.2.1 Clear responsibility for annually evaluating clients to establish individual fees and caps.
- 3.16.2.2 Tracking of Part B charges or medical expenses inclusive of enrollment fees, deductibles, and co-payments.
- 3.16.2.3 A process for alerting the billing system that client has reached cap and no further charges will be charged for the remainder of the year.
- 3.16.2.4 Documentation of policies, fees, and implementation, including evidence that staff understand those policies and procedures.
- 3.16.2.5 Contractor must have a process for charging, obtaining, and documenting client charges through a medical practice information system, manual or electronically. The chart below must be followed when developing the fee schedule.

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

3.17. COMPENSATION

- 3.17.1 The Program reserves the right to reallocate funding during the contract period so that the services provided and corresponding contract amount may be decreased or increased, at the discretion of the Program.
- 3.17.2 The Program will pay the Contractor on a monthly basis for approved services and expenses

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and in accordance with the reimbursement methodology determined by the Program; either fee-for service or cost. The total funds paid to the Contractor will be dependent upon the approved invoice according to the Program. ADHS does not guarantee a minimum payment to the Contractor. The Program will not reimburse for fee-for-service activities when an appointment is canceled either by the client or Contractor.

- 3.17.3 The Contractor understands and agrees to notify the Program of any deviations or changes to any budget line of the current budget in place for this contract within 30 days of such change.
- 3.17.4 The Contractor shall be compensated for services provided only by the staff classifications/positions included/referenced in the current approved budget.
- 3.17.5 Unless specifically allowed and referenced elsewhere in this contract, all services are to be provided at approved Contractor sites and/or venues. Services provided at non-authorized locations or venues will not be reimbursed by the Program.
- 3.17.6 The Contractor shall provide monthly financial and corresponding programmatic reports per the reporting schedule to the Program. If the Contractor is not in compliance due to non-performance, submission of reports after deadlines, insufficient back-up statements or improperly completed forms, the Contractor may not be reimbursed or reimbursement may be delayed until program compliance issues and any other related financial consequences are resolved. Instances of non-compliance with billing and reporting requirements may result in the Program reducing the Contractor's reimbursement by up to 10% of the corresponding month's billing.
- 3.17.7 The actual amount of consideration to be paid to the Contractor depends upon the actual hours worked, services provided and related expenses as stated in the current approved budget or as modified by contract amendment or appropriately executed task order. Any un-obligated balance of funds at the end of this Agreement period will be returned to the Program in accordance with instruction provided.

3.18. INVOICES AND PAYMENTS

- 3.18.1 The Contractor shall submit electronically to the Program one (1) legible copy of their detailed monthly invoice before payment(s) can be made.
- 3.18.2 Contractor shall submit the invoice packet for services performed on or before the 25th calendar day following the month in which services were performed.
- 3.18.3 A complete invoice packet includes:
 - 3.18.3.1 Contractor Expenditure Report signed by the Contractor's authorized signer.
 - 3.18.3.2 CAREWare Monthly Financial Report showing client and service category details.
 - 3.18.3.3 CAREWare RSR report demonstrating that there is no missing data. Instructions will be provided by the Program.
 - 3.18.3.4 CAREWare Eligibility Report demonstrating that all clients billed for Part B in the corresponding month are eligible. Instructions will be provided by the Program. Agencies only providing Early Intervention Services are exempt from this requirement.
 - 3.18.3.5 General Ledger or expenditure reports showing cost of operating (includes but not limited to travel, office supplies, rent, utilities, professional and outside service charges, etc.) expenses and what percentage of those expenses were paid by the Ryan White Program or other supporting documentation acceptable to the Program.

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3.18.3.6 Personnel and ERE break-out showing what was paid by the contractor. Detailed reports must include staff name, hourly rate, percentage of salary paid (or FTE), personnel activity logs. Expenses paid by the employee are not reimbursable (i.e. social security tax, state tax, federal tax, employee portion of benefits, etc.)

3.18.3.7 Receipts/invoices for expenses purchased with grant funds during the billing month.

3.18.4 Payments are conditioned upon the timely receipt of applicable, accurate and complete invoice reports and forms submitted by the Contractor. All monthly invoices must be supported by auditable documentation, which is determined to be sufficient, competent evidential matter defined by the Program.

3.18.5 The Contractor understands and agrees that the Program will not honor any claim for payment submitted 60 calendar days after date of service. The Contractor understands and agrees that the Program will not process any claim for payment for services rendered prior to the end of the contract period which are submitted sixty (60) calendar days after the end of the contract period without approval of Program.

3.18.6 The Program will review and may pay claims for services offered in the previous grant year, based on the claim, client eligibility at the time of service and availability of rebate funds.

3.18.7 The Contractor understands and agrees that Ryan White Part B Program is the payer of last resort, and shall maximize and monitor all other revenue streams including self-pay and all sources of third party reimbursements. The Contractor understands and agrees that all self-pay and third party payments must be exhausted to offset program costs before Ryan White funds are used. The Contractor must have policies and procedures documented and in place to determine and bill these other potential payment sources. These third party payers include but are not limited to Regional Behavioral Health Authority (RBHA), Medicaid (Arizona Health Care Cost Containment Services/AHCCCS), Arizona Long Term Care System (ALTCs), TRICARE, Medicare and private/commercial or other insurance. The Contractor will determine eligibility of clients and assist with client enrollment whenever feasible.

3.18.8 Payments collected by the Contractor for Ryan White services must be recorded as Program Income in the Contractor's financial management system and deducted from bills issued to the Program. Program income records must be made available to the Program for assurance that such revenues are used to support related services. The Contractor shall have policies and procedures for handling Ryan White revenue including program income.

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

3.19. BUDGET, REVENUES AND EXPENDITURES

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

3.19.2 The Contractor shall prepare and submit to the Program a budget using the current Ryan White Part B Program-approved formats at the beginning of each grant year in accordance with the stated funds allocated. A revised budget may be required when changes greater than 10% of the contract award are requested. Failure to provide a required budget or schedule of deliverables within the designated timeframe may result in termination of the contract.

3.19.2.1 The total administrative costs budgeted, including any federally approved indirect rate (inclusive of contractor and subcontractor(s)) cannot exceed 10% of the amount of the current grant award, unless there is written approval by the Program Manager.

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- 3.19.2.2 Contractors requesting use of an indirect rate must submit a current copy of the HHS-negotiated, HRSA-approved Certificate of Cost Allocation Plan or Certificate of Indirect Costs (See HAB Fiscal Monitoring Standards Section A).
- 3.19.2.3 Contractor agrees that all expenditures are in accordance with the current approved budget. Any expenditure deemed unallowable by the Program is subject to the Contractor submitting a full reimbursement to the Program.
- 3.19.2.4 Contractor agrees to establish and maintain a "Financial Management System" that is in accordance with the standards required by Federal OMB Circular A-110, Subpart C. Such system must also account for both direct and indirect cost transactions, reports on the results of those transactions, are in compliance with the requirements of OMB Circular A-21 and generally accepted accounting principles.
- 3.19.2.5 All expenditures and encumbered funds shall be final and reconciled no later than 45 days after the close of the grant year.
- 3.19.2.6 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 Scope of this Contract. For audit purposes, the Contractor is responsible for maintaining necessary documentation to support provision of services.

3.20. AUDIT REQUIREMENTS

- 3.20.1 If the Contractor receives \$750,000 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 ADHS Audit and Special Investigations program at ADHS for review within the twelve months following the close of the fiscal year. The Contractor shall take any necessary corrective action to remedy any material weaknesses identified in the audit report within six months after the release date of the report or by a date defined by the Internal Audit Department. ADHS 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).
- 3.20.2 The Contractor shall have and make available to County financial policies and procedures that guide selection of an auditor, based on an Audit Committee for Board of Directors (if Contractor is a non-profit entity).
- 3.20.3 The Contractor shall also comply with the following OMB Circulars as applicable to its organizations business status:
 - 3.20.3.1 A-102 Uniform Administrative Requirements for Grants to State and Local Government.
 - 3.20.3.2 A-110 Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals and other non-profit organizations.
 - 3.20.3.3 A-122 Cost Principles for Non-Profit Organizations.
 - 3.20.3.4 A-87 Cost Principles for State and Local Governments.
 - 3.20.3.5 A-21 Cost principles for Education Institutions.

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3.20.4 When an audit is conducted, the Contractor shall be responsible for reimbursing unallowable expenses if an outcome is found for unallowable expenses on a Contractor's Expenditure Report. ADHS will collect any reimbursements due to unallowable expenditures.

3.21. LAWS, RULES AND REGULATIONS

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

3.22. ANTI-KICKBACK REGULATIONS

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

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

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

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

3.22.4.1 Conflict of interest

3.22.4.2 Prohibition on use of provider property, information or position without approval or advance personal interest

3.22.4.3 Fair dealing: Contractor engages in fair and open competition

3.22.4.4 Confidentiality

3.22.4.5 Protection and use of company assets

3.22.4.6 Compliance with laws, rules, regulations

3.22.4.7 Timely and truthful disclosure of significant accounting deficiencies and non-compliance

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

3.22.5.1 Awarding contracts

3.22.5.2 Referring clients

3.22.5.3 Purchasing goods or services

3.22.5.4 Submitting fraudulent billings

3.22.6 The Contractor shall have employee policies that discourage:

3.22.6.1 Hiring persons with a criminal record or are currently under investigation for Medicare/Medicaid fraud; and

3.22.6.2 Large signing bonuses

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3.23. SAFEGUARDING OF CLIENT INFORMATION

- 3.23.1 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.

3.24. CONFIDENTIALITY

- 3.24.1 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.
- 3.24.2 The Contractor shall establish and maintain written procedures and controls that ensure the confidentiality of client medical information and records.
- 3.24.3 The Contractor shall maintain and document employee and direct service provider training on their organization's policies and procedures related to client confidentiality.
- 3.24.4 In accordance with Section 318 (e)(5) of the Public Health Service Act [42 U.S.C. 247c(e)(5)], no information obtained in connection with the examination, care or services provided to any individual under any program which is being carried out with Federal monies shall, without such individual's consent, be disclosed except as may be necessary to provide services to such individual or as may be required by laws of the State of Arizona or its political subdivisions. Information derived from any such program may be disclosed (a) in summary, statistical, or other form, or (b) for clinical research purposes, but only if the identity of the individuals diagnosed or provided care under such program is not disclosed. The Contractor shall comply with the provisions of A.R.S. § 36-663 concerning HIV-related testing; restrictions; exceptions and A.R.S. § 36-664 concerning confidentiality; exceptions, in providing services under this Contract.
- 3.24.5 Confidential communicable disease related information may only be disclosed as permitted by law, and only consistent with the current Ryan White Part B Program Policies and Procedures Manual (See <http://www.ryanwhiteparta.com>)

3.25. 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.

3.26. EQUAL EMPLOYMENT OPPORTUNITY

- 3.24.6 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.
- 3.24.7 The Contractor will operate under this agreement so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, sex, religion, national origin,

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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

3.27. IMPROPRIETIES AND FRAUD

3.27.1 The contractor shall notify the Ryan White Part B Program in writing of any actual or suspected incidences of improprieties involving the expenditure of CARE Act funds or delivery of services. This will include when potential or current clients receive services, or attempt to receive services, for which they are ineligible. Notification is also required whenever acts of indiscretion are committed by employees that may be unlawful or in violation of this contract. Notification to the Ryan White Part B Program shall occur in writing within 24 hours of detection.

3.27.2 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)

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

3.28 ADHERENCE TO RYAN WHITE PART B POLICIES

3.28.1 Contractor shall adhere to all Ryan White Part B Program Policies. Such policies are referenced on <http://azdhs.gov/preparedness/epidemiology-disease-control/disease-integration-services/index.php#hiv-care-resources-contractors> and www.azadep.com.

3.29 REFERRAL RELATIONSHIPS

3.29.1 Contractors must have documented evidence to substantiate referral relationships on an ongoing basis consistent with HRSA guidance regarding "Maintaining Appropriate Referral Relationships" available upon request.

3.29.2 The Contractor shall have letters of agreement and Memorandums of Understanding (MOUs) to document referral relationships with key points of entry. Key points of entry include:

- 3.29.2.1 Emergency rooms
- 3.29.2.2 Substance abuse and mental health treatment programs
- 3.29.2.3 Detox(ification) centers
- 3.29.2.4 Detention facilities
- 3.29.2.5 Sexually Transmitted Disease (STD) Clinics
- 3.29.2.6 Homeless shelters
- 3.29.2.7 HIV counseling and testing sites

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

3.30 OTHER REQUIREMENTS

- 3.30.1 Contractor shall respond to all requests for information and documentation within **72** hours of receipt of request.
- 3.30.2 Contractor's service locations shall be accessible by public transportation. If service locations are not accessible by public transportation, the Contractor shall have policies and procedures in place that describe how it will provide transportation assistance to clients.
- 3.30.3 Contractors providing Medicaid eligible services shall be certified to receive Medicaid payments, or receive a waiver from the U.S. Secretary of Health and Human Services. The Contractor shall document efforts to receive certification or waiver, and when certified, maintain proof of certification and file of contracts with Medicaid insurance companies.
- 3.30.4 Provide a current and valid Certificate of Insurance, exactly as stated in the Special Terms and Conditions. ADHS will not provide a Purchase Order to commence services for payment until the receipt of such documentation.
- 3.30.5 Register with ProcureAZ at <https://procure.az.gov/>.
- 3.30.6 Follow and maintain compliance with:
 - 3.30.6.1 The Accounting and Auditing Procedures Manual for Contractors of ADHS Funded Programs found at <https://gao.az.gov/publications/SAAM/>.
 - 3.30.6.2 Office of Management and Budget (OMB) CFR Title 2 – Grants and Agreements, Subtitle A – Office of Management and Budget Guidance for Grants and Agreements, Chapter II – Office of Management and Budget Guidance, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
 - 3.30.6.3 Applicable sub grantee responsibilities as outlined in the HRSA/HAB Fiscal Monitoring Standards), Program Monitoring Standards, and Universal Standards (all found at <https://hab.hrsa.gov/program-grants-management/ryan-white-hiv-aids-program-recipient-resources>), including compliance with requirements in the following documents:
 - 3.30.6.4 Ryan White Part B assurances.
 - 3.30.6.5 HHS Grant Policy Statements (Terms and Conditions).
 - 3.30.6.6 Notice of Grant Award terms.
 - 3.30.6.7 All requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009, found at <http://www.gpo.gov/fdsys/pkg/PLAW-111publ87/content-detail.html> as directed by ADHS. This will include all applicable quality and program management standards, or performance measures as required, established and defined by ADHS for the Program.
- 3.30.7 Primary care practitioners treat patients seeking to maintain optimal health as well as those with

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acute and chronic physical, mental, and social health issues, including multiple chronic diseases. Chronic illnesses usually treated by primary care providers include: hypertension, heart failure, angina, diabetes, asthma, COPD, depression, anxiety, back pain, arthritis, thyroid dysfunction, and HIV. Primary care is inclusive of HIV, and proof of a relationship with HIV is not needed if these conditions are treated as part of routine primary HIV medical care. Where medical specialty care is required, Ryan White HIV/AIDS Program funding is provided only if the condition is related to the individual's HIV disease. The grantee must provide comprehensive, coordinated primary HIV medical care, and this defines the types of provider visits that are allowable under Ryan White HIV/AIDS Programs. An eligibility record can be developed so that once the agency deems that client eligible for Ryan White HIV/AIDS Program services, the client can access any of the provider's services. Because medical care must be HIV-related, the information and documentation to establish eligibility prior must be available and scanned into the system as part of the patient record. The main characteristic of primary care is that the patients consult their primary care doctor for routine check-ups and any time they have a new physical problem. This guideline is applicable to any insured and uninsured Ryan White Part B clients.

4. Approvals

- 4.1 The following activities or elements of the program and service categories require prior approval by the ADHS Ryan White Program Manager for any instance during the full term of the Contract:
 - 4.1.1 Direct participation in "program income" models regardless of the affiliation to who achieved the covered entity status;
 - 4.1.2 Changes to implementation of the program goals, objectives and activities;
 - 4.1.3 All materials developed or used by the program shall be approved by the ADHS prior to use;
 - 4.1.4 Shifts of funding in either budget amounts or lines;
 - 4.1.5 Sub-recipients, including but not limited to, budgets and agreements;
 - 4.1.6 Changes in key personnel as described in the Contract;
 - 4.1.7 Out of country travel is not an allowable expense of this Contract. Out of state travel may be permitted for HIV related trainings and must be approved by the Program Manager in advance; and
 - 4.1.8 When County Health Departments are developing materials for use in Prevention or Surveillance, these shall be submitted to ADHS.

5. Deliverables and Delivery Schedule

- 5.1 The Contractor shall submit to ADHS the following deliverables.

Deliverable Name	Deliverable Due Date	Submit To
Monthly Bills	Twenty-five (25) days after month of service/claim.	Resource Manager and Quality Manager via the Health Services Portal or other secure location designated by the Program
Client level data entry into an HRSA approved data system	Five (5) days after activity	Quality Manager via CAREWare or other HRSA approved system
Ryan White Services Report (RSR)	Between January and March each year for prior Calendar Year data (due date defined by HRSA)	HRSA through Electronic Handbook

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Submission of Sub-recipient Agenda updates for assigned areas.	2 weeks prior to scheduled Sub-Recipient Monitoring Calls.	Part B Administrative Assistant
Participation in three, formal Sub-recipient Monitoring Calls	Held during the first full week of May, August, and November. Dates may change at the direction of the Program Manager. At least 30 day notice will be provided.	N/A
Participation in Annual HIV Symposium, when offered by ADHS OR 4 th Sub-recipient monitoring call	March or other month designated by ADHS.	N/A
Annual Work Plan	April 30 of each year	Program Manager
Yearly Budget Worksheet and Narrative/justification	December 1 of each year for March 31 year end	Resource Manager
Budget Projections	Dec 15 of each year for remainder of current year	Resource Manager

6. Notices, Correspondence, and Reports

- 6.1. Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Arizona Department of Health Services
HIV Care and Services
Attention: HIV Care and Services Manager
150 North 18th Street - Suite 130
Phoenix, Arizona 85007
Telephone: 602-364-3610
Facsimile: 602-364-3268
Email: To be provided by assigned Contract Monitor

- 6.2. Notices, correspondence, reports and (payments if sent to same address) from ADHS to the Contractor shall be sent to:

Mary Flanagan
Director
Pima County Health Department
3950S. Country Club Dr., #100
Tucson, AZ 85714

- 6.3. Reports, Site Visit responses and Invoices must be submitted to the Health Services Portal or other secure FTP site designated by ADHS.

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PRICE SHEET

PIMA COUNTY

COST REIMBURSEMENT LINE ITEMS	ANNUAL AMOUNT
Core Medical Personnel & ERE	\$69,787.00
Core Medical Services Delivered	\$1,005.00
Support Services Personnel & ERE	\$0.00
Support Services Delivered	\$0.00
Administration Personnel & ERE	\$0.00
Administration Services Delivered	\$7,079.00
Total Not To Exceed	\$77,871.00