Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY
www.gilacountyaz.gov

DIVISION OF HEALTH AND EMERGENCY SERVICES
5515 S. APACHE AVE, SUITE 300, GLOBE, AZ 85501

PROFESSIONAL SERVICES AGREEMENT 080913-4
HIV Care and Services

THIS AGREEMENT, made and entered into this **1st** day of **April**, **2013**, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County,** and **North Country Healthcare**, of the Town of Flagstaff, County of Coconino, State of Arizona, hereinafter designated the **Subcontractor**.

WITNESSETH: That the Subcontractor, for and in consideration of the sum to be paid him/her by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The subcontractor shall provide services for the Gila County Health Department in support of the missions of the Ryan White Part B Program and the HIV Care and Service Program at the Gila County Health Department.

Ryan White Part B Program and the HIV Care and Services Program at the Gila County Health Department
The subcontractor shall assist in the fulfillment of the Counties contract with the Arizona Department of Health Services for HIV Care and Services, *Contract No.* ADHS13-040496.

The subcontractor agrees to obtain and keep current any and all State of Arizona licenses, certifications, and accreditations, and agrees that they posses experience necessary to provide services under the Ryan White Part B Program. If at any time during the term of the contract the subcontractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

Duties/Responsibilities

The subcontractor shall support the missions of the Ryan White Part B Program and the HIV Care and Services Program at the Gila County Health Department in providing mental health care. The subcontractor agrees to be part of the treatment network for people who do not have the ability to pay for annual checkups, labs, and long-term treatment. The subcontractor will provide specialty care to underserved people in communities whom we serve according to the Arizona Department of Health and Human Services (AHDS) guide lines and the most up-to-date standards for HIV patient care.

1. Provide the County Health Department a copy of their current certifications and licensure requirements necessary to fulfill their responsibilities.
2. Notify the Ryan White Program Coordinator when a client has come for an appointment for the purposes of reporting client encounters.
3. Consider potential reactions with HIV medications when prescribing additional drugs and help evaluate and monitor medication adherence.
4. Work with clients' case managers, primary care providers, and HIV care providers to coordinate comprehensive care.

GENERAL SCOPE

Reports and Records

The record on a client shall be retained in the County Health Department office.

The subcontractor is familiar with all record-retention and confidentiality requirements set forth in the ADHS contract and applicable federal and state laws and shall strictly comply with all such requirements in handling client records and information.

Non-Assignment

The subcontractor shall not assign any right or interest in this agreement without the Health Department Director's prior written approval, nor shall the subcontractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported assignment, delegation or subcontract without the Director's prior written approval shall be void.

Independent Contractor

In providing services hereunder, the subcontractor is an independent contractor and shall not be deemed an employee of Gila County and shall not be entitled to any benefits provided to Gila County employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the subcontractor.

ARTICLE II – FEES: As full and complete compensation for the services to be provided hereunder, Gila County shall pay to the subcontractor fees from the Ryan White Part B Program at the AHCCCS Allowable Rates for services pursuant to http://www.azahcccs.gov/commercial/ProviderBilling/rates/rates.aspx. Bills for services to Ryan White services must be received within thirty days (30) days of the billable services to:

Ryan White Part B Program
Malinda Benedetto
5515 S. Apache Avenue, Suite 100
Globe, AZ 85501

ARTICLE III – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter. The Subcontractor shall send the written notice to the following address:

Ryan White Part B Program
Malinda Benedetto
5515 S. Apache Avenue, Suite 100
Globe, AZ 85501

ARTICLE IV - INDEMNIFICATION CLAUSE: To the fullest extent allowed by the law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omission in the performance of this agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitee's shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this agreement (including those by any person whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).

ARTICLE V – INSURANCE REQUIREMENTS: The subcontractor shall maintain in force during the term of this agreement, at the subcontractor's expense, professional liability insurance, in the amount of no less than $1,000,000.00 per occurrence and such other insurance as the County Risk Manager may reasonably require. The subcontractor shall provide Gila County with certificates of insurance evidencing all required policies and shall notify the County of any cancellation or decrease in the amount of coverage at least thirty (30) days before the effective date of such cancellation or decrease.

ARTICLE VI – ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the subcontractor under this agreement shall be assigned. No rights or obligations of the subcontractor under this agreement shall be subcontracted by the subcontractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County and shall retain originals on file.

ARTICLE VII – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Subcontractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to subcontractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Subcontractor shall further ensure that each subcontractor who performs any work for subcontractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of subcontractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting subcontractor to penalties up to and including suspension or termination of this Contract.

Subcontractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

ARTICLE VIII – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Subcontractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the subcontractor. The subcontractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE IX – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

ARTICLE X – TERM: The term of the contract shall commence on April 1, 2013 and continue in full force and effect up through and including March 31, 2014, unless terminated, canceled or extended as otherwise provided herein. The subcontractor agrees that Gila County shall have the right, at its sole option, to renew the contract for five (5) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

ARTICLE XI – PAYMENT: Subcontractor shall be paid pursuant to Article II of this agreement, but in no event shall payment *exceed* ***$6,000.00*** for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the subcontractor. Purchase orders sent to the subcontractor reflect these terms and conditions and they apply to all invoices received by the County.

The subcontractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Subcontractor does not have a current W-9.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY MANAGER

9/25/13

Don E. McDaniel Jr.

SUBCONTRACTOR

North Country Healthcare

Ann Roggenbuck

Print Name

APPROVED AS TO FORM:

9/9/13

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney