Arizona Department of Health Services

Division for Planning and Operations
Office of Procurement
1740 West Adams Street, Room 303
Phoenix, Arizona 85007-2670
(602) 542-1040
(602) 542-1741 Fax

JANICE K. BREWER, GOVERNOR
WILL HUMBLE, DIRECTOR

September 6, 2013

Gila County Health Department
Attn: Loraine Dalrymple, RN
5515 S. Apache Ave. Suite 100
Globe, AZ 85501

RE: Intergovernmental Agreement (IGA) No. ADHS13-040496, HIV Care Services

Dear Ms. Dalrymple:

Enclosed are two (2) originals of the fully executed IGA referenced above. Please retain this copy for your files.

If you have any questions, please contact me at 602-542-2944.

Sincerely,

Elena Beeman

Elena Beeman
Procurement Specialist

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS13-040496

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: HIV Care Services **Begin Date:** April 1, 2013

Geographic Service Area: Gila County, Apache County, and Navajo County **Termination Date:** March 31, 2015

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:

- [X] **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: Gila County Health Department

Address: 5515 S. Apache Ave., Suite 100
Globe, AZ 85501

FOR CLARIFICATION, CONTACT:

Name: Paula Horn

Phone: 928-402-8813

FAX No: 928-425-0794

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

X [signature] 8-6-13
Signature of Person Authorized to Sign Date

Michael A. Pastor, Chairman
Print Name and Title Board of Supervisors

This Contract shall henceforth be referred to as Contract No. ADHS13-040496 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 23 **day of** August, **2013**

Christine Ruth
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. Aperoved as To form

X [signature] 8-6-13
Signature of Person Authorized to Sign Date

Bryan Chambers, Deputy Attorney
Print Name and Title Principal

RESERVED FOR USE BY THE SECRETARY OF STATE

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.

Attorney General Contract, No. P0012012000033, 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:

[signature] 8/21/2013
Signature **Date**
Assistant Attorney General: Debra L. Stark

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 equipments, 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.

2. **Contract Type.**

This Contract shall be: (check one)

_X_ 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;

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

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 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.

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.

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.

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.

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 Scrutinized Businesses In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

4.13 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.

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.

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 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

7.4 Force Majeure.

7.4.1 *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.

7.4.2 *Exclusions.* Force Majeure shall not include the following occurrences:

7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.4.2.2 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

7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.4.3 *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.

7.4.4 *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.

7.5 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.

8. **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 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.

10.4.3 If the State terminates this Contact 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.

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).**

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 Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy 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.

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 GITA/SISPO Chief Privacy Officer and HIPAA Coordinator

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, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

1. Background

1.1 The mission of the Arizona Department of Health Services (ADHS), Office of Disease Integration and Services, Ryan White Part B HIV Care and Services Program (Program) is to provide medically necessary health care and support services for low-income individuals with HIV infection who do not have sufficient health care coverage or financial resources for coping with HIV/AIDS. The 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 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 The ADHS Office of Disease Integration and Services and Office of HIV Prevention have the responsibility of adminisetering:

1.3.1 HIV Surveillance Program Cooperative Agreement funds,

1.3.2 HIV Prevention Program Cooperative Agreement funds by the U.S. Centers for Disease Control Prevention (CDC), and

1.3.3 Ryan White HIV/AIDS Treatment Extension Act of 2009 administered by the HRSA, HIV/AIDS Bureau (HAB) Ryan White funding.

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

1.5 The current National HIV/AIDS strategy has three (3) goals:

1.5.1 Increase access to care and optimize health outcomes for people living with HIV;

1.5.2 Reduce HIV-related health disparities; and

1.5.3 Reduce the number of people who become infected with HIV.

1.6 The passage of the Patient Protection and Affordable Care Act (ACA) in March 2010 will result in significant changes to the traditional direct delivery strategy of the Ryan White funded program. Leading up to its full implementation in 2014, HIV care delivery models must need to effectively coordinate service delivery in coordination with primary payer plans. Within Arizona, the Ryan White Part B program is responsibe for working collaboratively with other Ryan White grantees, as well as, with providers in the Healthcare System of Arizona to achive the National HIV/AIDS Strategy goals. In an effort to improve and expand access to medically necessary health care and support services for low-income individuals with HIV infection who do not have sufficient health care coverage or financial resources, ADHS used a statewide needs assessment and strategic planning process to establish priorities for the Ryan White Part B program. Priorities established in the most recent Arizona Statewide Coordinated Statement of Need (SCSN) include in the following order:

1.6.1 Primary Medical Care,

1.6.2 Medications,

1.6.3 Health Insurance,

1.6.4 Housing Assistance,

1.6.5 Medical Transportation,

1.6.6 Nutritional Counseling/Food Bank Services,

1.6.7 Case Management,

1.6.8 Mental Health Services,

1.6.9 Emergency Financial Assistance, and

1.6.10 Dental Care.

2. **Objective**

2.1 To fill gaps in core medical and support services to low-income individuals with HIV infection who do not have sufficient health care coverage or financial resources for coping with HIV/AIDS.

2.2 Assist local Community Based Organizations (CBO) and Ryan White Part B providers in partner elicitation and coordinate for Partner Services within county health department.

2.3 Conduct HIV Case Surveillance Activities.

2.4 Coordinate linkage to care activities for persons newly diagnosed with HIV.

3. **Scope of Work**

3.1 The Contract services to be provided during the term of the contract shall address problems and needs and seek to achieve the program goals described below:

3.1.1 The Contractor shall provide core medical and support services to eligible Ryan White Part B clients in accordance with the HRSA guideline found at http://hab.hrsa.gov;

3.1.2 Conduct HIV Surveillance activities in accordance with the most recent guidelines from the CDC (www.cdc.gov);

3.1.3 Supplement current Partner Services including partner/spousal elicitation and notification activities; and

3.1.4 Coordinate with local CBOs and Ryan White Part B providers to elicit partners and provide technical assistance on Partner Services.

4. **Tasks**

The Contractor shall:

4.1 Implement services in accordance to the detail Budget provided in Attachment D.

4.2 Provide appropriate training for staff that has responsibility for fulfilling any components of the service categories. A determination of appropriate training shall be made in conjunction with ADHS Contract monitor;

4.3 Develop a local quality management plan for the proposed service categories; Exhibit 1; Program Implementation Plan and Local Quality Management;

4.4 Participate in the Ryan White Part B strategy for Early Identification of Individuals with HIV/AIDS (EIIHA);

4.5 Develop policies and procedures to support the service categories being proposed;

4.6 Identify a Project Manager who shall be the primary contact person for the ADHS Office Chief to discuss assigned projects or tasks.

4.7 Each proposed service category requires confidentiality of information or security arrangements completed prior to providing services to clients;

4.8 Maintain a financial point of contact responsible for ensuring that all Federal and State Standards are met in the record keeping and billing of this program; and

4.9 Evaluation activities to include, at a minimum:

4.9.1 Formative evaluation,

4.9.2 Process monitoring elements,

4.9.3 Process evaluation elements,

4.9.4 Outcome monitoring elements,

4.9.5 Analysis of data,

4.9.6 Program improvement,

4.9.7 Timeline,

4.9.8 Evaluation tools, and

4.9.9 Description of responsible parties.

4.10 Collection of required data variables see Attachment B, Security and Confidentiality Standards, required by the HRSA or by ADHS in a secured electronic data system approved by HRSA for Ryan White Reporting.

4.10.1 Collect data elements according to the standards and guidelines established by HRSA and ADHS, including but not limited to:

4.10.1.1 Participant,

4.10.1.2 Demographic and risk behavior, and

4.10.1.3 Service Category activities and process monitoring of all areas of the Service Category.

4.10.2 Other reporting required by ADHS.

4.11 Provide culturally competent services see Exhibit 2, Cultural Competency Standards.

4.11.1 Develop a plan, to be approved by ADHS, for the purpose of enhancing of cultural competency in the delivery of services and staff training;

4.11.2 "Cultural Competency" is a set of congruent behaviors, attitudes, and policies that come together in a system, agency or among professionals that enable the system, agency or those

professions to work effectively in cross-cultural situations; and

4.11.3 These policies/strategies shall serve to integrate CLAS (Culturally and Linguistically Appropriate Services) when determining customer service needs.

4.12 Materials Review

4.12.1 Ensure that all materials developed or utilized by the Contractor are approved by ADHS prior to use. Guidelines for submission are included in Exhibit 4, Materials Review Standards. Complete Attachment A, Materials Review Acceptance.

4.12.2 Supplement current Partner Services in public and private sectors to persons newly diagnosed with HIV in Gila County.

4.13 Ensure Partner Services are:

4.13.1 Confidential in all aspects. It is critical that all Partner Services include and follow strict procedures to ensuring privacy, confidentiality, and security of data.

4.13.2 Timely (i.e. locating and notifying activities are initiated and completed promptly within ADHS-established timelines). Offered to every client identified by the county health department's testing program within twenty-one (21) days of learning their confirmatory HIV test result.

4.13.3 Appropriately documented in the reporting systems provided by the ADHS Epidemiology and Prevention programs. All Partner Services sessions shall be in accordance with the most recent version of the Partner Services guidance issued by the CDC Prevention and Surveillance branches.

4.14 Ensure reporting of HIV positive test results to ADHS in accordance with the established guidelines provided by the ADHS Surveillance Program.

4.15 Work with community partners and promote integration of Partner Services into existing services by:

4.15.1 Ensuring that information about how to access Partner Services is easily accessible by health care providers in the public and private sectors, CBOs, and other agencies diagnosing or providing services to HIV-infected persons.

4.15.2 Subcontract with other Ryan White Part B providers to pay bills for services provided by other Ryan White Part B providers to clients who reside in the Contractor's county; and

4.16 Conduct HIV Case Surveillance activities in public and private sectors with related to all persons newly diagnosed with HIV in Gila County. These programs should address all steps of HIV case surveillance.

4.17 Report HIV positive test results to ADHS in accordance with the established guidelines.

4.17.1 Obtain medical, laboratory and other information required to complete the CDC HIV/AIDS Reporting System (HARS) Confidential Case Report Form in both the adult and pediatric CDC forms as appropriate and the ADHS HIV/AIDS supplemental report form. Information may be obtained, when necessary, through direct interviews with the reported individual. Contractor shall pay particular attention to risk, race, earliest lab test dates, AIDS-defining conditions and travel outside Arizona. When such information cannot be obtained, the Case Report shall be so annotated.

4.17.2 Conduct HIV Incidence Surveillance interviews in accordance with CDC and ADHS requirements, paying particular attention to data fields:

4.17.2.1 "Date of First Positive,"

4.17.2.2 "Ever Tested Negative,"

4.17.2.3 "Number of Negative Tests,"

4.17.2.4 "Date of Last Negative,"

4.17.2.5 "Ever Had Previous Positive Test,"

4.17.2.6 "Ever Taken ARVs," and

4.17.2.7 "ARV Use Dates."

4.17.3 Forward completed case reports for ADHS review. Activities shall be summarized in the monthly statistical reports at the end of the reporting year. All HIV Case Reports shall be forwarded to ADHS in envelopes marked "Confidential".

4.17.4 Ensure Surveillance Staff complete cases within ADHS established timelines.

4.18 Other program monitoring measures:

4.18.1 Fully cooperate with other contractors and state employees. The Contractor shall not commit or permit any act that interferes with the performance of any other ADHS Contractor or of state employees.

5. Requirements

The Contractor shall:

5.1 Follow the eligibility screening protocols and documentation for the Ryan White Part B providers in Exhibit 3 and future updates established by ADHS.

5.2 Provide facilities that are suitable for implementing the service categories chosen for this Contract. ADHS reserves the right to inspect any facilities to determine the suitability.

5.3 Follow the Accounting and Auditing Procedures Manual for contractors of ADHS Funded Programs (http://www.azdhs.gov/bhs/finance/account_audit.htm).

5.4 Maintain the following:

5.4.1 An employee code of ethics or standards of conduct. This document must include policies and procedures to discourage soliciting cash or in-kind payments for the purchase, lease, or ordering of any goods, facility services or items, or recommendations of such actions.

5.4.2 A Corporate Compliance Plan.

5.4.3 Policies and Procedures that shall discourage:

5.4.3.1 The hiring of persons with a criminal record,

5.4.3.2 The hiring of persons being investigated by Medicare or Medicaid, and

5.4.3.3 Large signing bonus.

5.4.4 Files documenting any employee or Board Member violation of code of ethics, standards of conduct or any complaints alleging such violations.

5.4.5 Non-profit contractors must ensure documentation of bylaws, Board code of ethics, and business conduct practices.

5.5 Compliance with Office of Management and Budget (OMB) cost principles (OMB A-122; 2 CFR Appendix A 225 D 1) and federal purchasing practices.

5.6 Eligibility for "covered entity status" under 340B pricing.

5.7 Familiarity and compliance with applicable subgrantee responsibilities as outlined below:

5.7.1 HRSA/HAB Fiscal Monitoring Standards (http://hab.hrsa.gov/manageyourgrant/files/fiscalmonitoringpartb.pdf),

5.7.2 Program Monitoring Standards (http://hab.hrsa.gov/manageyourgrant/files/programmonitoringpartb.pdf), and

5.7.3 Universal Standards (http://hab.hrsa.gov/manageyourgrant/files/fiscalmonitoringpartb.pdf), including compliance with requirements in the following documents:

5.7.3.1 Ryan White Part B assurances;

5.7.3.2 45 CFR 74 or 45 CFR 92 or 2 CFR 215 or 230 or 220;

5.7.3.3 HHS Grant Policy Statement (Terms and Conditions); and

5.7.3.4 Notice of Grant Award terms.

5.8 Maintain compliance with 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 to include all applicable quality and program management standards, or performance measures as required, established and defined by ADHS for the Program.

5.8.1 Based on HRSA materials dated April 2012; Ryan White Part B providers who provide services covered by Medicaid must be a Medicaid provider and must maintain files documenting compliance with this requirement. The Ryan White HIV/AIDS Program legislation, Section 2604(g), describes these as "any such service that is available pursuant to the State plan approved under title XIX of the Social Security Act for the State." This is related to Ryan White funds being used as payee of last resort

6. Approvals

6.1 The following activities or elements of the program and service categories require prior approval by the ADHS Ryan White Program Manager during the full term of the Contract:

6.1.1 Modification of program, based on evaluation and justified as program improvement;

6.1.2 Changes to implementation of the program goals, objectives and activities;

6.1.3 All materials developed or used by the program shall be approved by the ADHS prior to use;

6.1.4 Shifts of funding in either budget amounts or lines;

6.1.5 Subcontractors, including but not limited to, budgets and agreements;

6.1.6 Changes in key personnel as described in the Contract;

6.1.7 Out of state travel is not an allowable expense of this Contract;

6.1.8 The Ryan White Part B Care and Services Manager in the Office of Disease Integration and Services, or their designee, upon completion, submission, and approval of all deliverables and reporting requirements will accept the monthly Contractor Expenditure Report; and

6.1.9 As appropriate, materials developed or used in Surveillance shall be submitted to and reviewed by the ADHS HIV Surveillance Program.

7. Deliverables

The Contractor shall submit to ADHS the following deliverables.

Deliverable Name	Deliverable Due Date	Submit To
Monthly CER and Monthly Activity Report (MAR)	Fifteen (15) days after month in service/claim	Program Manager
Client level data entry into an HRSA approved data system	Five (5) days after activity	Program Manager via CAREWare or other HRSA approved system
Quarterly Narrative Report	July 15, Oct 15, Jan 15, of each year	Program Manager
Ryan White Data Report (RDR)/Ryan White Services Report (RSR)	Between January and March each year for prior Calendar Year data (due date defined by HRSA)	Program Manager and HRSA through Electronic Handbook
Annual Narrative Report	April 15 of each year	Program Manager
Annual Service Delivery Plan	April 30 of each year	Program Manager
Quality Management Plan	May 1 of each year	Program Manager
Budget Projections	Jan 1 of each year for remainder of current year	Program Manager
Yearly Budget Worksheet and Narrative/justification	December 1 of each year for March 31 year end	Program Manager

8. Notices, Correspondence and Reports

8.1 Notices, Correspondence and Reports from the Contractor to ADHS shall be sent to:

Office of Disease Integration and Services
Arizona Department of Health Services
Attn: Lisa M. Fuentes, Ryan White Part B Care and Service Program Manager
150 N. 18th Avenue, Suite #110
Phoenix, AZ 85007

8.2 <u>Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:</u>

Gila County Public Health Services
Attn: Paula Horn, Deputy Director
5515 S. Apache Ave., Suite 100
Globe, AZ 85501

Implementation Plan and Local Quality Management Plan

Program Implementation Plan

The Program Implementation Plan is a detailed picture of the full funding period/project cycle for the first year of this Contract, including planning, implementation, staffing, budgeting, start-up and wrap-up strategies, monitoring, and any special considerations in accordance with the information provided in the Method of Approach and Scope of Work of this announcement. This plan should be detailed enough that someone else coming into the program could implement the program using the plan as a roadmap.

An update of this plan will be submitted each year by April 30th.

Local Quality Management Plan

A separate local Quality Management (QM) plan will be submitted. This will be a detailed plan for evaluating and measuring the completion of the Implementation Plan during year one (1) (ending March 31, 2014). An update of the Evaluation Plan will be submitted each year by April 30th. In compliance with the Ryan White HIV/AIDS Treatment Extension Act of 2009, a local Quality Management plan will be developed and implemented to assess the health services provided to Arizona individuals under this grant, and ensure services provided are consistent with the Public Health Service guidelines for the treatment of HIV/AIDS. This Clinical QM program will evaluate and monitor that care and services are accessible, appropriate, and supportive and meet the Health Resources and Services Administration (HRSA) requirements and HIV/AIDS guidelines for improvement in access to and the quality of HIV health services. Activities outlined in this plan may involve implementation of action plans and strategic initiatives designed to improve quality.

The overall goal of quality management is improved health outcomes. If quality indicators show that a problem exists, then an action plan should be implemented to resolve the problem to improve care. Performance improvement activities should be data-driven and evidence-based.

Performance Measures:
ADHS Office of Disease Integration and Services will establish performance measures with requirements and performance goals. The Contractor is required to incorporate monitoring of performance measures into their monitoring process and take actions, as necessary, to improve performance. ADHS Ryan White Program reports performance to the contractor(s) and QM Committee on a quarterly basis.

Medical visits –
The percent of active client's medical records that have documentation of a minimum of 2 medical visits within the measurement year.

Viral Load Monitoring-
All clients with a diagnosis of HIV/AIDS will have a viral load test performed at least every six months.

Viral Load Suppression-
All clients on prescribed antiretroviral therapy for at least 6 months will have a viral load below limits of quantification (which is defined as <200 copies/ml) or patients with viral load not below the limits of quantification who have a documented plan of care.

Oral Health Exam- The percent of ADHS Ryan White part B clients who received an oral exam at least once a year.

Performance Measure	*Minimum Performance Standard*
Medical visits	90%
Viral Load Monitoring	95%
Viral Load Suppression	90%
Oral Exam at least once in measurement year	75%

Performance Measures will be reviewed and revised at least annually as part of the QM Plan. ADHS will continue with monitoring for Site Visits, through review and technical assistance for each contractor's QM Plan.

Performance Improvement Projects (PIPs)
ADHS Office of Disease Integration and Services uses Performance Improvement Projects (PIPs) to create or improve existing processes. ADHS Office of Disease Integration and Services will identify the need to implement performance improvement projects to utilize structured methodology as established by QM and target specific areas for improvement. Minimally, ADHS will initiate one PIP annually. Project topics are determined through the use of data collection and analysis and include both clinical and non-clinical topics. Projects are considered complete when a year of sustainable improvement has been demonstrated. The vendor/provider is required to participate in any and all activities, including interim monitoring, related to the completion of the PIPs. The new PIP for CY 2013 will focus on case manager's activities, tactics and interventions to enhance and promote HIV/AIDS client adherence to medication, medical and dental treatment.

The fields listed in the tables below are required for reporting to HRSA in the Ryan White Service Report (RSR). The specific content, transfer method, and encryption levels used must comply with HRSA requirements. Specific field content required will vary depending upon the services provided.

Field #	Variable Description	Variable Definition
1.	Reporting Period	1 =04/01/2013 – 06/30/2013 2= 07/01/2013 – 09/30/2013 3 = 10/01/2013 – 12/31/2013 4 = 01/01/2014 – 03/31/2014
2.	Encrypted Unique client ID (eUCI)	To protect client information, an encrypted Unique Client Identifier (eUCI) is used for reporting Ryan White client data. The Unique Client Identifier (UCI) is a unique 11-character alphanumeric code that is the same for the client across all provider settings. The UCI is derived from the first and third characters of a client's first and last name, his or her date of birth (MM/DD/YY), and a code for gender (1=male, 2=female, 3=transgender, 9=unknown). SHA-1, a one-way hashing algorithm that meets the highest privacy and security standards, is used to encrypt the client's UCI resulting in a 40-character alphanumeric code, the encrypted Unique Client Identifier.
3.	ADAP Number	The ADAP number is the unique 4-digit organization number that HAB has historically assigned to each State ADAP.
4.	Ethnicity	Hispanic/Latino Non-Hispanic Unknown
5.	Race	American Indian or Alaska Asian Black or African American Native Hawaiian or Other Pacific Islander White Unknown
6.	Current Gender	*Male* *Female* *Transgender*
7.	Transgender	Male-to–Female Female-to–Male Unknown
8.	Pregnancy Status	No Yes Not applicable Unknown
9.	Year of Birth	*Indicate the client's birth year in the form YYYY.*
10.	HIV/AIDS Status	HIV-positive, not AIDS HIV-positive, AIDS status unknown
11.	Poverty Level	Equal to or below the FPL 101–200% of the FPL 201–300% of the FPL 301-400% of the FPL 401-500% of the FPL

		More than 500% of the FPL Unknown/unreported
12.	High Risk Insurance	No Yes Unknown
13.	Health Insurance	Medicare Part A/B Medicare Part D Medicaid Private Other public No insurance Other
14.	Was the client a new or existing client?	Applied to your state ADAP for the first time ever; • Met the financial and medical eligibility criteria of the ADAP during the period for which you are reporting data. Examples of clients who should NOT be included in this number are the following: • Clients who have been recertified as eligible or clients who have been re-enrolled after a period of having been decertified/disenrolled; • Clients who have moved out of the State and then returned; and • Clients who move on and off ADAP because of fluctuations in eligibility for a Medicaid/ Medically Needy program, based on whether they met spend-down requirements.
15.	Date Completed Application Received	For all newly enrolled clients, report the date that the completed application was received by the ADAP program. Indicate this date in the form MM/DD/YYYY.
16.	Date Application Approved	For all newly enrolled clients, report the date that the client was first approved to begin receiving ADAP services. This is when the client was first enrolled in the ADAP program. Indicate this date in the form MM/DD/YYYY.
17.	Date of Recertification	Report the date that the client was determined to be eligible to continue to receive ADAP services. Indicate this date in the form MM/DD/YYYY.
18.	Enrollment Status	• The client is enrolled in ADAP but did not need/request any services. • The client is enrolled in ADAP but is on a waiting list. • The client is enrolled in ADAP and received ADAP-funded medications or insurance services during the reporting period. • The client was disenrolled from ADAP.

19.	Reason(s) for Disenrollment	• Ineligible due to change in ADAP program Federal Poverty Level requirements:
		  • Ineligible for ADAP, and is now eligible for Medicaid
		  • Ineligible for other reason
		  • Did not recertify
		  • Did not fill prescription
		  • Deceased
		  • Dropped out, no reason given
		  • Other/unknown

20.	Receipt of Insurance Services	Indicate whether the client received ADAP-funded insurance assistance during the reporting period including premiums, deductibles or donut hole coverage (i.e., True-Out-Of-Pocket (TrOOP)expenses) paid on behalf of the client.
21.	Amount Paid for Premiums	Indicate the total amount of insurance premiums (excluding premiums paid for Medicare Part D) paid on behalf of the client during the reporting period.
22.	Months Coverage of Premiums Paid	Indicate the total number of months of coverage for which the insurance premium in Item 20 was paid. Include all months, even if they fall outside of the reporting period.
23.	Amount Paid for Co-pays and Deductibles	Indicate the total amount of insurance deductibles and co-pays paid on behalf of the client (excluding Medicare Part D deductibles and co-pays) during the reporting period.
24.	Amount Paid for Medicare Part D	Indicate the total amount of Medicare Part D co-insurance premiums, deductibles or donut hole coverage (i.e., True-Out-Of-Pocket (TrOOP) expenses) paid on behalf of the client during the reporting period.
25.	Receipt of Medication Services	Indicate whether ADAP-funded medications were dispensed to this client during this reporting period.
26.	Medication(s) Dispensed	Report each ADAP-funded medication dispensed to the client during the reporting period. Use the five-digit drug code (d-xxxxx) of the medication. Drug codes are unique 5-digit codes assigned by the MULTUM Lexicon drug database.
27.	Start Date for Medication	Indicate this date in the form MM/DD/YYYY. The start date is the same as the date the medication was dispensed.
28.	Day(s) Supply of Medication	Indicate the number of days for which each medication listed in Item 26 was dispensed to the client during the reporting period.
29.	Amount Paid for Medication	Include the total costs paid during the reporting period, even if the medication prescription period extended beyond the reporting period.
30.	Payment of Separate Dispensing Fees	Indicate whether medication dispensing fees were paid separately from other fees, such as administrative fees.
31.	Amount Paid for Separate Dispensing Fees	Include all dispensing fees paid during the reporting period, even if the medication prescription period(s) extended beyond the reporting period.
32.	CD4 Count Date	Report the date of the most recent CD4 count test administered to the client during the twelve (12) months prior to the end of the data collection period. The date must be in the form MM/DD/YYYY.
33.	CD4 Count Value	Indicate the value of the most recent CD4 count test for the client during this reporting period.
34.	Viral Load Date	Report the date of the most recent viral load test administered to the client during the twelve (12) months prior to the end of the data collection period. The date must be in the form MM/DD/YYYY.
35.	Viral Load Value	Indicate the value of the most recent viral load test for the client during this reporting period.

Cultural Competency Standards - CLAS

Definition

"Cultural Competency" is a set of congruent behaviors, attitudes, and policies that come together in a system, agency or among professionals and enable that system, agency or those professions to work effectively in cross-cultural situations.

CLAS Standards as follows:

- ☐ **Standard 1**
  Health care organizations should ensure that patients/consumers receive from all staff member's effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred.

- ☐ **Standard 2**
  Health care organizations should implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and leadership that are representative of the demographic characteristics of the service area.

- ☐ **Standard 3**
  Health care organizations should ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery

- ☐ **Standard 4**
  Health care organizations must offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to each patient/consumer with limited English proficiency at all points of contact, in a timely manner during all hours of operation.

- ☐ **Standard 5**
  Health care organizations must provide to patients/consumers in their preferred language both verbal offers and written notices informing them of their right to receive language assistance services.

- ☐ **Standard 6**
  Health care organizations must assure the competence of language assistance provided to limited English proficient patients/consumers by interpreters and bilingual staff. Family and friends should not be used to provide interpretation services (except on request by the patient/consumer).

- ☐ **Standard 7**
  Health care organizations must make available easily understood patient-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the service area.

- ☐ **Standard 8**
  Health care organizations should develop, implement, and promote a written strategic plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally and linguistically appropriate services.

- ☐ **Standard 9**
  Health care organizations should conduct initial and ongoing organizational self-assessments of CLAS-related activities and are encouraged to integrate cultural and linguistic competence-related measures into their internal audits, performance improvement programs, patient satisfaction assessments, and outcomes-based evaluations.

- ☐ **Standard 10**
  Health care organizations should ensure that data on the individual patient's/consumer's race, ethnicity, and spoken and written language are collected in health records, integrated into the organization's management information systems, and periodically updated.

- ☐ **Standard 11**
  Health care organizations should maintain a current demographic, cultural, and epidemiological profile of the community as well as a needs assessment to accurately plan for and implement services that respond to the cultural and linguistic characteristics of the service area.

- ☐ **Standard 12**
  Health care organizations should develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and patient/consumer involvement in designing and implementing CLAS-related activities.

- ☐ **Standard 13**
  Health care organizations should ensure that conflict and grievance resolution processes are culturally and linguistically sensitive and capable of identifying, preventing, and resolving cross-cultural conflicts or complaints by patients/consumers.

- ☐ **Standard 14**
  Health care organizations are encouraged to regularly make available to the public information about their progress and successful innovations in implementing the CLAS standards and to provide public notice in their communities about the availability of this information.

RYAN WHITE PART B CLIENT INFORMATION FORM

The following is an example of an acceptable intake form for use by the Contractor

State of Arizona Ryan White Part B Client Information Form

Initial Application Date: _____ 6 months Update Date: _____

Date of initial Application to Agency: _____

Name: _____ other names used: _____

Date of Birth: _____ SSN: _____

PRESENTING NEED TODAY; Why are you coming in for services at this agency?

_____

_____

_____

_____

HIV DIAGNOSIS

Date of HIV+ Diagnosis: _____ Date of AIDS Diagnosis: _____

City/State of residence when given HIV+ Diagnosis: _____

☐ Asymptomatic ☐Symptomatic HIV Verification Documentation on File ☐Yes ☐ No

Verification provided: _____

Transmission of Virus:

☐Sex with Male ☐Sex with Female ☐Bisexual

☐Intravenous/Injection Drug User ☐ Hemophilia/coagulation disorder ☐Perinatal transmission

☐ Receipt of transfusion of blood, blood component, or tissue ☐Unknown

Do you know how HIV is transmitted and prevention techniques? ☐Yes ☐ No

Comments: _____

_____

☐Single ☐ Married/Life Partner ☐Live in Relationship ☐Separated ☐Divorced ☐Widowed

Gender at Birth: ☐ Male ☐ Female Transgendered: ☐Male to Female ☐ Female to Male

Hispanic/Latino: ☐Yes ☐ No

Race: ☐White ☐Black ☐Asian ☐Native Hawaiian/PI ☐ American Indian/Native Alaskan/First Nation

☐ Multi-racial ☐ Unknown

Citizenship Status: ☐US Citizen ☐Other ☐Resident Alien Alien Number: _____

Verification of residency is documented and on file: ☐Yes ☐No Date Verified: _____

Documentation that is provided to show residency: _____

Spoken Language: ☐English ☐ Spanish ☐ ASL ☐ Other: _____

Written Language: ☐English ☐ Spanish ☐ ASL ☐ Other: _____

Do you need help with translation? ☐Yes ☐ No

Education: ☐High School ☐GED ☐College ☐School ☐Trade School

State of Arizona Ryan White Part B Client Information Form

HOUSING/CONTACT INFORMATION

Do you currently have a stable place to live? ☐Yes ☐ No

Home Phone: _____ Cell Phone:_____ Message:_____

E-mail Address: _____

Home Address: _____

City: _____ State: ____ Zip: _____

Cross Streets: _____

Mailing Address (if different): _____

City: _____ State: ____ Zip: _____

How would you like to be contacted by the staff?

We do need to be able to reach you but will respect your confidentiality concerns.

"Any" means we can mention the agency name, mention case management or medical information if needed.

"Discreet" would not mention the agency, case management or medical information.

Mail	___Any Information	___ discreet	___ No Contact	_____Client Initials ___
Email	___Any Information	___ discreet	___ No Contact	_____ Client Initials ___
Home Phone	___Any Information	___ discreet	___ No Contact	_____ Client Initials ___
Cell Phone	___Any Information	___ discreet	___ No Contact	_____ Client Initials ___
Message Phone	___Any Information	___ discreet	___ No Contact	_____ Client Initials ___

Emergency Contact:

Name/Relationship _____

Emergency Contact Number (____) _____

___Any Information ___ discreet ___ No Contact _____ Client Initials ___

Is Emergency Contact Aware of HIV Status: ☐Yes ☐ No

HOUSEHOLD MEMBERS:

Name	Relationship	Knows Status	HIV status	Date of Birth	Gender	Ethnicity	Comments

If you have minor children in the home; do you have someone to help you with childcare? ☐Yes ☐ No

State of Arizona Ryan White Part B Client Information Form

PRIMARY MEDICAL CARE

Provider Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Main Phone: _____

Primary Physician: _____ Phone: _____

Is Authorization for release of Information on file and current? ☐Yes ☐ No

Case Manager/Social Worker at Medical Facility _____

Phone: _____ Is Authorization for release of Information on file? ☐Yes ☐ No

Recent Hospitalizations: _____

Last time you saw a doctor: _____ CD4 Count: _____ Viral load:_____

Do you have problems making or keeping provider appointments? ☐Yes ☐ No

Comments: _____

Have you ever tested positive for Tuberculosis? ☐Yes ☐ No For Hepatitis? ☐Yes ☐No

Opportunistic Infections you have had or are receiving care for:

_____

_____

PHARMACY: _____

Address: _____

City: _____ State: _____ Zip: _____ Main Phone: _____

Is Authorization for release of Information on file? ☐Yes ☐ No

Are you currently taking HIV related medications? ☐Yes ☐ No

Do you take medications as directed? ☐Yes ☐ No

Do you require assistance in taking medications? ☐Yes ☐ No

Do you have a good place to store your medications? ☐Yes ☐ No

_____

INSURANCE

Do you currently have insurance? ☐Yes ☐ No

☐Medicaid Managed Care ☐Medicare ☐AHCCS ☐Private Insurance ☐ADAP

☐Military ☐Medicaid Part D ☐Advantage Plans ☐PCIP ☐Other: _____

Insurance Carrier/Company: _____

Policy Number: _____ Group Number (if applicable)_____

Address: _____

City: _____ State: _____ Zip: _____ Main Phone: _____

If there is no insurance: Date That PCIP was applied for: _____

State of Arizona Ryan White Part B Client Information Form

OTHER MEDICAL CARE PROVIDERS

DENTIST: _____

Address: _____

City: _____ State: _____ Zip: _____ Main Phone: _____

Is Authorization for release of Information on file? ☐Yes ☐ No

MENTAL HEALTH:

Have you ever been diagnosed with or treated for mental illness? ☐Yes ☐ No

Brief Summary of history, diagnoses:

_____

_____

Are you currently taking medication for mental illness including depression or anxiety? ☐Yes ☐ No

Are these medications prescribed by our HIV Doctor or a Mental Health Professional? ☐Yes ☐ No

Counselor/Doctor: _____

Address: _____

City: _____ State: _____ Zip: _____ Main Phone: _____

Is Authorization for release of Information on file? ☐Yes ☐ No

SUBSTANCE ABUSE:

Have you ever been diagnosed with or treated for substance abuse? ☐Yes ☐ No

Brief Summary of history, diagnoses:

_____

_____

Are you currently being helped to deal with these issues? If so, who is your provider?

Counselor/Doctor/Support Group: _____

Address: _____

City: _____ State: _____ Zip: _____ Main Phone: _____

Is Authorization for release of Information on file? ☐Yes ☐ No

_____

_____

State of Arizona Ryan White Part B Client Information Form

LEGAL ISSUES

Have you ever been arrested? ☐Yes ☐ No If yes: Are you currently on probation? ☐Yes ☐ No

Have you ever been charged with domestic abuse or neglect? ☐Yes ☐ No

Are you currently court ordered to attend any sort of training or Case Management? ☐Yes ☐ No

Brief summary of charges; past legal issues. (This does not affect receiving care but could impact some services provided by other agencies that we may want to refer you to for assistance.)

_____

_____

INCOME

Are you currently employed? ☐Yes ☐ No Hours per Week? _____

Employer: _____

Are you unemployed? ☐Yes ☐ No Self Employed? : ☐Yes ☐ No Retired? ☐Yes ☐ No

Is anyone in your household employed? ☐Yes ☐ No

Are you or an adult in your family unit receiving public assistance? ☐Yes ☐ No

Are you or an adult in the family unit receiving regular monetary payments from a source other than employment or public assistance? ☐Yes ☐ No

Are you receiving other assistance in obtaining food, water, housing or clothing? ☐Yes ☐ No

If yes, what is the source? _____

Are you currently receiving SSI or SSDI? ☐Yes ☐ No If no, have you applied? ☐Yes ☐ No

Is the required income documentation completed and in file? ☐Yes ☐ No

Income documentation provided: _____

_____

HOUSEHOLD INFORMATION TABLE

List every person who lives with you (starting with yourself/applicant) and is related to you by legal marriage, birth, adoption.
List the monthly gross income that each adult (age 18 or older, married or emancipated) brings to the household.
ALL EARNED AND UNEARNED INCOME MUST BE REPORTED and DOCUMENTED

Applicant or Family Member	Relationship	SS Number of Applicant only	Over 18 yes or No	Monthly Gross Income
	Self			

Total number of individuals living in family unit: _____
Total Combined FAMILY Income from all Sources: _____

State of Arizona Ryan White Part B Client Information Form

Consent to Case Management

I have been referred to case management services. I have reviewed with the case manager and agree to accept and follow the policies and procedures of this agency in providing this service. I agree to notify the agency regarding any change in income, residency, health insurance coverage or eligibility within 30 days of change. Failure to notify the agency of these changes may cause disqualification from the services. I also have been notified that I cannot duplicate services between my Case Management and other Support Service providers, this too can be grounds for disqualification of services.

_____ _____

Client Signature and Date **Case Manager/Social Work Signature and Date**

6 MONTH RENEWAL **6 months from the original completion of this form, it will be reviewed and documented here.**
We have reviewed this information and updates were provided and initialed in the form. ☐Yes ☐ No
There have been no changes in the last 6 months. ☐Yes ☐ No

_____ _____

Client Signature and Date **Case Manager/Social Work Signature and Date**

MATERIALS REVIEW STANDARDS

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.

Guidelines for Content:

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.

2. None of the funds appropriated to carry out this title may be used to provide education or information designed to promote sexual activity or intravenous substance abuse.

3. Section Two (2) may not be construed to restrict the ability of an education program that includes the information required to provide accurate information about various means to reduce an individual's risk of exposure to, or the transmission of HIV, provided that any informational materials used are not obscene.

4. Educational sessions should not include activities in which attendees participate in sexually suggestive physical contact or actual sexual practices.

ADHS Guidelines for Content:

1. 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.

2. What is defined as obscene shall be determined by ADHS on a case by case basis.

3. 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.

4. Information must be accurate, current, and culturally appropriate.

Materials Review Acceptance

All materials (such as forms, documents, publications, etc.) developed or utilized by the Contractor shall be approved by the ADHS, Office of Disease Integration and Services, HIV Care and Services (Ryan White Part B) Program prior to any use by the Contractor. Ryan White funds cannot be used to support materials designed to promote or directly encourage intravenous drug use of any sexual activity.

As the responsible Party for the service described in this Proposal, I understand it is a contractual requirement to ensure that all materials are submitted and approved prior to use. I also understand that failure to do so may jeopardize funding.

Agency: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Security and Confidentiality Standards

Purpose and Scope

The purpose of these standards is to provide guidelines for policies and practices related to data and web-based reporting. Additional rules of behavior may be appended if required by State or local law or are otherwise necessary.

Rules of Behavior

Providers and their staff will fully comply with applicable federal, state and local laws regulating protection of health data, including HIPAA.

You are responsible for the confidentiality of client data, whether on paper, in CAREWare, any other data system, or on any recordable media. Your program should have a documented policy regarding confidentiality. This policy should cover both legal and ethical requirements for confidentiality of client data and information. At all times, protect client data of any sort (paper or electronic). When working off site keep all data in your personal possession. Do not allow others (such as family or friends) to transport data for you, or allow them to have access to paper forms or other media. Paper forms (and other media) should be kept under lock and key at a location in your agency designated by your supervisor.

Your supervisor, agency staff, Arizona Department of Health Services staff will look at the data you enter for program evaluation, monitoring, and other purposes. Always enter true, accurate, current, and complete information into data systems used for these purposes.

Do not share your password or user account with anyone. If someone else from your agency needs access and does not have a username and password, you should work with those responsible for your IT security to provide them with their own access rights.

You are responsible for maintaining the confidentiality of your accounts and passwords. If you think someone has obtained your username or password, change your password immediately and notify your supervisor. You agree to immediately notify the Arizona Department of Health Services of any breach of security regarding Ryan White service data. You also agree log off, or lock your workstation when you are not using it.

Your security policy should require you to make regular periodic changes to your password.

You should not use your browser's ability to save passwords to websites and never let a browser or any other software save your user name or password.

Your system should be protected by a firewall that restricts outside access, and should also have virus and malware protection.

You will be responsible for all activity occurring under your accounts and will comply with all applicable local, state, and foreign laws, treaties and regulations including without limitation, laws and regulations governing data privacy, international communications and transmission of technical or personal data.

Without limiting the foregoing, you agree that you will not use any computer provided by ADHS, or any computer used in the course of performing Ryan White Part B services to take any of the following actions:

- ☐ Defame, abuse, harass, stalk, threaten, or otherwise violate the legal right of others;
- ☐ Publish, post, upload, e-mail, distribute, or disseminate (collectively, "Transmit") any inappropriate, profane, defamatory, misleading, infringing, obscene, indecent, or unlawful content;

- ☐ Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, ADHS websites, any software or hardware, or telecommunications equipment;
- ☐ Transmit surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, chain letters or other unsolicited messages;
- ☐ Download any file that you know or reasonably should know cannot be legally obtained in such manner;
- ☐ Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
- ☐ Interfere with or disrupt any websites, servers, or networks;
- ☐ Probe, scan or test the vulnerability of the Site or circumvent any security mechanism used by the Site;
- ☐ Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- ☐ Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through your computer;
- ☐ Mount any denial of service attacks on any website or server using your computer; or
- ☐ Engage in any illegal activities.

Statement of System Policy

Each user is responsible for helping to prevent unauthorized use of, and access to, data regarding clients enrolled in any Ryan White Part B program. This duty includes complying with all stated policy requirements, taking due care and reasonable precautions when handling system data (whether paper forms or electronic data entry) or using system resources, and in the management and protection of system authentication controls (passwords, etc.). Additional policies from your agency, the Arizona Department of Health Services, as well as local, state, and federal laws may apply. This statement is only a summary of these rules. Penalties may apply if you do not comply with these rules. If you have questions about how information should be protected, ask your agency director or Arizona Department of Health Services representative.

I have read and agree to comply with the terms and conditions governing the appropriate and allowed use of ADHS provided computer equipment, and computer equipment used in the course of providing Ryan White Part B services set forth in this summary. Sign the form below.

Agency: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Contract Number	INTERGOVERNMENTAL AGREEMENT PRICE SHEET ATTACHMENT C
ADHS13-040496	

Gila County
Effective April 1, 2013

Cost Reimbursement Line Items	Annual Amount
Core Medical Personnel & ERE	$95,967.00
Core Medical Services Delivered	$51,900.00
Support Services Personnel & ERE	$46,867.00
Support Services Delivered	$55,030.00
Administration Personnel & ERE	$6,650.00
Administration Services Delivered	$20,211.00
Total not to exceed:	**$276,625.00**

Contract Number	INTERGOVERNMENTAL AGREEMENT BUDGET ATTACHMENT D
ADHS13-040496	

Ryan White Part B Line Item Budget Preperation

Amount Reqeusted: 276,625

Line Item	Full Salary	FTE % for Program	Core Medical FTE	Core Medical	Support Services FTE	Suport Services	QM FTE	QM*	Admin FTE	*Admin	Total
A. Personnel & ERE											
Core Medical Categories:											
Early Intervention Services		-									
EIS(EPS)	33,717	1.00	0.00	33,717		-		-		-	33,717
		0.00	0.00	-		-		-		-	-
		0.00	0.00	-		-		-		-	-
ERE %:				13,150		-		-		-	13,150
EIS sub total:		1.00	0.00	46,867	0.00	-	0.00	-	0.00	-	46,867
Medical CM (Treatment Adherence)											
Malinda Benedetto	37,183	0.95	0.00	35,324		-		-		-	35,324
		0.00	0.00	-		-		-		-	-
ERE%:				13,776		-		-		-	13,776
MCM subtotal:		0.95	0.00	49,100	0.00	-	0.00	-	0.00	-	49,100
Support Services Categories:											
Case Management (Non-medical)											
New Hire	33,717	0.00	0.00	-	1.00	33,717		-		-	33,717

Contract Number	INTERGOVERNMENTAL AGREEMENT BUDGET ATTACHMENT D
ADHS13-040496	

ERE%:				-		13,150		-		-	13,150
NMCM subtotal:		0.00	0.00	-	1.00	46,867	0.00	-	0.00	-	46,867
Administration											
Admin:											
Accounting Clerk	33,250	0.00	0.00	-		-		-	0.20	6,650	6,650
		0.00	0.00	-		-		-		-	-
		0.00	0.00	-		-		-		-	-
ERE %:				-		-		-		-	-
Admin Subtotal:		0.00	0.00	-	0.00	-	0.00	-	0.20	6,650	6,650
Subtotal Personnel & ERE:		**1.95**		**95,967**		**46,867**		**-**		**6,650**	149,484
B. Professional & Outside Services (Direct Service Costs):											
Core Services:											
Outpatient/Ambulatory - invoices				15,000							15,000
Oral Health Care - invoices				3,000							3,000
EARLY INTERVENTION SERVICE EIS				3,500							3,500
Health Insurance Premium & Cost Sharing Assistance				5,000							5,000
Mental Health Services - Supplies				15,000							15,000
Medical CM (Including Treatment Adherence) - Supplies				200							200

MED. CASE MANAG.

Contract Number	INTERGOVERNMENTAL AGREEMENT BUDGET ATTACHMENT D
ADHS13-040496	

13-01 MCM	MCM (direct client services)- Supplies				200						200
	MCM - Travel				10,000						10,000
	subtotal core services				**51,900**						**51,900**
13-01 NMCM	Support Services										
	Non MCM - Travel						10,000				10,000
EFA	EFA: Rural Housing						3,000				3,000
	EFA: Utilities						5,000				5,000
	EFA: Pharmaceuticals						100				100
✓	Food Bank/Nutritional Counseling						21,930				21,930
✓	Medical Transportation:						15,000				15,000
	Sub total P&O						**55,030**				**55,030**
	E. Other Operating (Admin Costs)										
	Office Supplies									600	600
	Telephones									3,600	3,600
	Indirect costs									16,011	16,011
	Sub-total Supplies								-	20,211	20,211
	Total Direct Costs				147,867		101,897		-	26,861	276,625
	F. Other: Indirect Costs if applicable									—	

Contract Number
ADHS13-040496

INTERGOVERNMENTAL AGREEMENT
BUDGET
ATTACHMENT D

up to 10 % of requested award amount											
subtotal indirect											-
		FTE		Core Svcs		Support SVCS		QM		Admin	
Grand Total		1.95		147,867		101,897		-		26,861	276,625
Percentage				53.45%		36.84%				9.71%	

*QM is considered to be an admin cost. Awardees may not use more than 10% for administrain. If charging Indirect, there may not be an other operating category. Entities requesting to use Indirect must at the time of the award have a current indirect cost rate letter approved by HRSA. See the budget instructions for more information on Indirect