



ADOA-ASET
Arizona Strategic Enterprise Technology

**Health Information Exchange (HIE) Enterprise
Grant Program**

Program Guidance

April 22, 2013

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Title of Opportunity: Health Information Exchange (HIE) Enterprise Grant

Funding Opportunity Number: 2013-ASET-HIE-01

State Agency Name: Arizona Department of Administration (ADOA)

Division: Arizona Strategic Enterprise Technology Office (ASET)

VISION

Arizona strives to be the national model for secure, interoperable health information exchange that facilitates safe, secure, high quality and cost effective health care.

MISSION

The mission of the health information exchange grant in Arizona is to improve the quality, safety and efficiency of care in the Arizona population by securely connecting patients and health care providers, so that appropriate information is available at the right time.

Background:

The Arizona Strategic Enterprise Technology (ASET) office is responsible for the programmatic implementation of the ONC \$9.3 million HIE cooperative agreement award for the state of Arizona (<http://hie.az.gov/default.htm>). These responsibilities are delegated by the Governor's Office of Economic Recovery, as the fiscal agent of the ONC award, through an interagency agreement between the two organizations.

Widespread adoption and meaningful use of Health Information Technology (HIT) is one of the foundational steps in improving the quality and efficiency of health care. The appropriate and secure electronic exchange of health information (HIE) and use of health information to improve quality and improve coordination of care, are critical enablers in a high performance health care system.

Program Summary:

The Arizona Strategic Enterprise Technology Office (ASET) requests proposals for the HIE Enterprise Grant Program. The purpose of the grant program is to accelerate health information exchange (HIE) for health care organizations and payers that are working to make clinical data more available to their providers. The grant supports organizations that are creating, developing, or maturing their IT environment to increase data exchange to adapt to changes in reimbursement methods or help providers meet meaningful use requirements.

Highlights of ASET Grant Awards:

- Total amount of funding available for distribution is up to \$1 million dollars.
- Award amounts are expected to be up to \$200,000 per award.
- Period of performance of the grant is six (6) months – July 2013 to December 2013.
- Matching requirements of cash or in-kind of at least 50% of the grant award are required.
- The target for this grant program are healthcare organizations that are creating, developing or maturing enterprise wide health information exchange capabilities in Arizona.
- Grant applications are due to ASET by Friday, June 7, 2013.

PART I. AWARD INFORMATION

This section summarizes the purpose of the grant, the award period, total funding available, estimated award amount, grant matching requirements, and a timeline for the grant program.

A. Purpose of Grant Awards

In December 2012 ASET released a document entitled Arizona HIE Environmental Scan and Community Interviews (http://hie.az.gov/env_scans.htm) that highlighted HIE trends and activity among payers, community organizations, hospitals and provider networks. See pages (26-30) for discussion of HIT/HIE initiatives that are currently happening across Arizona.

ASET is launching the HIE Enterprise Grant Program for large healthcare organizations that are standardizing and promoting interoperability for sharing of clinical data across the HIE enterprise. ASET seeks to support these HIE initiatives to enable the flow of clinical information to providers within and across a health care enterprise. While electronic health record (EHRs) adoption and health information exchange have been growing, there is a current need for providers within health systems to be able to share health information. In many cases, these efforts are being driven by providers who need to meet meaningful use requirements, and/or adapt to changes in reimbursement methods.

B. Award Period of Performance

The period of performance of this grant is six (6) months. The award runs from July 1, 2013, to December 31, 2013. Extensions to the grant program will not be considered and all final deliverables are due to ASET two (2) weeks after the grant program closes on December 31, 2013.

C. Total Funding Available

This is a competitive grant program. The total amount of funds available for distribution under this grant program is up to \$1.0 million. There is no guarantee of funding and this allocation level is subject to change at the discretion of ASET.

D. Estimated Award Amount

Each organization is eligible to receive a maximum award up to \$200,000. Requests made above this funding amount will not be considered. There is no guarantee of funding and this allocation level is subject to change at the discretion of ASET.

E. Grant Matching Requirements

A non-federal cash or in-kind match contribution of at least 50% of the grant award is required to be provided by the awardee and shall be in accordance with the "Matching and Cost Sharing - GMA 2011-01.pdf" ([Attachment 1](#)) document and the supplemental document "Matching and Cost Sharing - GMA 2011-01 - Supplement.pdf" ([Attachment 2](#)). The application shall include the details for how matching funds will be demonstrated.

For example, if the grantee requests \$150,000 in funding from ASET, the grantee must secure \$75,000 in matching funds to support the project. In-kind contributions will be considered matching

funds for this grant program. Matching funds may come from internal sources, project partners, or other funding sources, including but not limited to, other grants or commercial loans. **Federal government funds will not be considered acceptable matching funds.**

F. Grant Program Timeline

Event	Dates
Notice of Grant Award posted available at www.hie.az.gov	April 22, 2013
Grant Question and Answer Webinar (Details listed in Part V of Guidance)	May 6, 2013
Grant Applications due to ASET	June 7, 2013
Grant Decisions Communicated to Applicants	June 30, 2013
Awardee site visits	July 1-12, 2013
Grantee meeting / Mid-Grant Progress report	October 31, 2013
Grant Program Ends	December 31, 2013
Final Reports due to ASET after program ends	January 17, 2014

PART II. ELIGIBLE APPLICANTS

A. Eligible Grant Applicants

This grant program is open to the following types of **healthcare organizations** that operate in Arizona:

- Accountable Care Organization (ACO) or
- An Enterprise Wide (or private) health information exchange for a health system or
- A Health Information Exchange Organization (HIO) or
- A Medicaid Managed Care Organization or
- Integrated Delivery Network (IDN) or
- A physician organization comprised of 100 or more licensed Arizona physicians

An applicant must also target and provide care to medically underserved and low income populations as well as the needs of special populations including:

- Newborns
- Children
- Youth (including those in foster care)
- Elderly
- Persons with disabilities
- Limited English Proficiency (LEP) persons
- Persons with mental and substance abuse disorders
- Those in long term care or post-acute care

Each applicant must address at least one of the Office of the National Coordinator (ONC) health information exchange priorities listed below to establish or connect providers in Arizona to:

1. E-prescribing
2. Enabling providers to receive structured lab results
3. Facilitating transitions of care by sharing patient care summaries across the healthcare enterprise.

Applicants must include at least one of the ASET priorities listed below and describe how funds would be used to address:

1. Meeting meaningful use requirements
2. Supporting the electronic exchange of clinical data with patients or other providers.
3. Standardization and interoperability promotion activities that facilitates the sharing of clinical data across the HIE enterprise.

In addition, each applicant must describe its Connectivity Plan/ Technology implementation plan and how it will be accomplished during the grant program time frame. The plan will need to address how the organization will enable greater information sharing with unaffiliated organizations over the course of the next three (3) years. The plan needs to include a description of the organization's strategy to connect or use services provided by Health Information Network of Arizona (HINAz) or other HIE.

Funding awards will be made through grant award agreements between the Arizona Strategic Enterprise Technology (ASET) office and the awardee. Only one grant application will be accepted per organization. Details of the ONC program information notices and a fuller description of national program priorities can be found at the ASET website <http://hie.az.gov/it.htm>

PART III. ELIGIBLE AND INELIGIBLE EXPENDITURES

A. Eligible Funding Expenditures

The HIE Enterprise Grant Program will consider organizations that request funds for one or more of these purpose areas:

- Organizational HIE Strategic Implementation support, including consulting up to \$450 per day.
- Health Information Exchange Services including “Push” and “Pull” based Exchange
- “One Time” Health Information Exchange Onboarding Connection Fees
- Harmonization activities for clinical data systems that support care and provider integration into the health care enterprise (i.e. electronic health records (EHRs) and internal health information exchange (HIE))
- Privacy and Security analysis and risk assessments, including remediation activity.
- Training associated with Health Information Exchange Implementation
- Health Information Exchange Workflow Consulting and Assistance.
- Project Management and engineering costs for the six-month grant period.
- Technical implementation support of HIE infrastructure including hardware and software.

Other allowable costs include:

- EHR to HIE interface and mapping costs
- Membership or subscription dues to HIT/HIE organizations can only be paid on a pro-rated basis for the grant period (July 1, 2013-December 31, 2013).
- Hardware and software implementation, integration and upgrade
- One time license fees (e.g., for participation in HIE)
- Network Infrastructure to support health information exchange. (wireless infrastructure, firewall, switches, router and wired infrastructure).
- Implementation costs for adopting and implementing services procured from a Health Information Service provider (HISP).
- Personnel Salary Cost
- Personnel Fringe Benefit Cost
- Equipment
- Travel (travel expenses shall be at State of Arizona rates and reimbursable at cost), please reference Arizona’s travel policy website:
http://www.gao.az.gov/publications/SAAM/Supp_I_trvrates-012308.pdf
- Supplies related to HIE adoption and implementation

B. Ineligible Expenditures

- Costs related to base EHR licensing services.
- Paying down past debt
- Casinos and other gaming establishments, aquariums, zoos, golf courses, or swimming pools (Section 1604 of the ARRA);
- Financial assistance to students to attend private elementary and secondary schools, unless

the funds are used to provide special education and related services to children with disabilities as authorized by the IDEA (Section 14011 of the ARRA);

- Maintenance of systems, equipment, or facilities; including IT facilities
- Construction, modernization, renovation (including mortgage payments), or repair of stadiums or other facilities primarily used for athletic contests or exhibitions or other events for which admission is charged to the general public; or
- Construction, modernization, renovation, or repair of facilities, including IT facilities
- Use of funds for sectarian instruction or religious worship; or in which a substantial portion of the functions of the facilities are subsumed in a religious mission. (See generally Section 14004(c) of the ARRA.)
- Equipment and hardware are unallowable unless necessary and essential to providing connectivity to the HIE.
- These grant funds shall not supplant other federal, state, or local funds that would otherwise be available to increase HIE participation.
- The use of grant funds to pay for costs incurred in applying for, administering or auditing this or any other grant is not allowed.
- Funds cannot be used for research.
- To supplant ongoing or usual activities of the organizations involved in the project
- To purchase and improve land or to purchase, construct, or make permanent improvements to any building
- Reimbursement of pre-award costs is not allowed.
- Funds cannot be used for the lease of passenger vehicles.
- Funds cannot be used to purchase food unless as part of a per diem that is in accordance with government rates.
- Funds cannot be used for accordant government rated travel not specifically itemized in the approved grant application.
- Mobile Devices (Ipads, Tablets, Laptops, Phones)
- Other Medical Equipment (Ultrasounds, x-ray machines, etc.)

PART IV. PROJECT REQUIREMENTS AND EXPECTATIONS

A. Application Evaluation Process

All grant applications will be reviewed by ASET staff for completeness. ASET will review each application based on the following criteria:

- Adherence to Grant Application Program Guidance
- The applicant can show it aligns with purpose of the HIE Enterprise Grant Program.
- The applicant can demonstrate the organization meets the eligibility criteria.
- The applicant can demonstrate it serves medically underserved and low income populations as well as the needs of special populations.
- The applicant describes how it will address at least one of the ONC national priorities.
- The applicant describes how it will address one of the ASET priorities.
- The applicant shares its Connectivity Plan/ Technology implementation plan and how that plan will be accomplished during the grant program time frame. The grantee shares its plan for how the organization anticipates being able to provide and share clinical information among unaffiliated organizations over the next three (3) years using HINAz or another HIE.
- The applicant needs to provide a Project Work Plan (note: work may not extend beyond December 31, 2013) that identifies milestones or objectives it proposes to accomplish during the project.
- The applicant completes the ASET Budget and Narrative Justification form.

B. Post-Award Project Requirements and Expectations:

Applicants awarded a grant award will be expected to:

- Host a site visit with ASET staff to review grant reporting requirements.
- Execute an original and two copies of grant agreement and return to ASET for final signature.
- Upon receipt of fully executed grant agreement, begin work.
- Participate in conference calls or meetings to report on progress, barriers and/or lessons learned.
- Submit monthly progress reports that include project milestone status and budget updates.
- Submit a mid-grant progress report
- Submit final progress report and all final expenditures for the grant period within two (2) weeks of the grant agreement expiration.
- Provide additional details that may be requested to comply with federal reporting requirements.
- It is expected that all projects approved for funding will move at a rapid pace with aggressive timelines. Projects will last up to six (6) months, with an additional two weeks reporting period beyond project completion. **If grantees do not make significant progress within the first 90 days of the grant period according to the agreed upon deliverables, funding may be terminated at the discretion of ASET.**

- ASET reserves the right to terminate the grant funds based on inability to deliver the stated milestones.
- All projects chosen to receive rewards will be expected to comply with applicable state and national privacy and security laws.
- Awardees must attest to compliance with all applicable privacy and security laws relating to the electronic exchange of data.

C. Anticipated Announcement and Award Dates

ASET will evaluate and act on applications received for this cycle of grant awards. All grant applications are due by close of business 5:00 pm Arizona Time on June 7, 2013. ASET will evaluate all applications and is expected to make funding decisions and make notice of awards by June 30, 2013. ASET reserves the right to award after June 30, 2013 if needed.

D. Final Deliverables

Upon completion of the grant program, the grantee must be able to describe the results of the organization's implementation work on the selected Office of the National Coordinator (ONC) funding priority and the ASET priority. The awardee will share progress in its connectivity/implementation plan and its progress in being able to establish information sharing with unaffiliated organizations over the course of the next three (3) years. ASET requests that each awardee includes a description of its strategy to connect or use services provided the Health Information Network of Arizona (HINAz) or another HIE.

As a final deliverable, ASET requests that each grantee be able to address two (2) or more of the following outcomes:

- Describe the types of internal patient data that was exchanged or shared.
- Describe how your organization expanded your HIE capacity to patients and/or providers in your care network, including those who may or may not be eligible for electronic health record (EHR) incentive program.
- Describe how you will use HIE to foster new partnerships within your enterprise.
- Any clinical improvement results that can be accomplished during the six (6) month grant period time frame (July 1, 2013 - December 31, 2013).
- Any cost savings achieved during the six (6) month grant period time frame (July 1, 2013 - December 31, 2013) or projected in the future.
- Key lesson learned towards achieving greater HIE in your organization.

E. Restrictions

Please see Part III.C. for Management & Administration (M&A) limits and allowable / unallowable costs guidance.

PART V. APPLICATION INSTRUCTIONS

ASET will be hosting a “Grant Question and Answer Webinar” on **Monday, May 6, 2013** from **1:00-3:00pm** Arizona Time at the Arizona Department of Administration. Arrangements have been made to accommodate call-in attendees, however, applicants are encouraged to attend this Q&A session in person. Attendees dialing in to the webinar/conference call do so at their own risk. ASET will not be troubleshooting any connectivity or technical issues that may arise during the webinar/conference call. The address and dial-in information for the webinar/conference call is below:

Arizona Department of Administration
100 N. 15th Avenue
Phoenix, AZ 85007
Conference Room 300 (3rd Floor)

Webinar/Conference Call Information:

Audio Call-in: 800.504.8071 Code: 3644900

Webinar URL: <https://cc.callinfo.com/r/1029pb6ggqgo4>

Access Code: 3644900

Grant applications must be submitted via e-mail to the Arizona Strategic Enterprise Technology (ASET) Office HIE box, hie@azdoa.gov, **by 5:00 pm Arizona time June 7, 2013.**

Questions can be addressed to:

Manisha Patel
Project Manager
Arizona Strategic Enterprise Technology (ASET) Office
State of Arizona
100 North 15th Avenue, Suite 400
Phoenix, AZ 85007
602-748-0708
manisha.patel@azdoa.gov

Applicants are encouraged to be concise and to closely follow the grant application outline and guidance below. Limit any additional documentation to information relevant to the specific scope and purpose of your proposed project. All proposals must be typed, using a single-spaced 12-point font and need to follow grant application guidelines below:

A. Cover Sheet (1 page limit)

Name of applicant on organizations letterhead, contact information for person completing the application, with at least one Executive Sponsor of the organization (CEO, President, Exec Director, CIO, CFO, etc.), date, and total dollar amount requested.

B. Grant Application (includes Project Description, Project Work Plan)

The application must include the following required components:

1. The Project Description (6 page limit) shall include:

- A brief organizational description, including current use of health information within your organization (whether on paper, by phone or fax, or electronically).
- A description of the geographic area and demographics of population(s) you serve.
- A description of issue/business process that health information exchange will improve.
- A description of how the HIE grant funds will enable your organization to achieve stated objectives.
- A description of how the project will serve the needs of the target populations.
- Which ONC HIE priority your application will address.
- Which ASET HIE priority your application will address.
- A connectivity plan/technology plan that describes how the organization plans to implement HIE during the grant time frame (July 1, 2013 - December 31, 2013).
- A plan for how the organization anticipates being able to provide and share clinical information among unaffiliated organizations over the next three (3) years using HINAz or another HIE.
- The name and resume of the individual who will serve as project lead.(can be a separate attachment and will not count towards the 6 page limit)

2. Project Work Plan (2 page limit)– work may not extend beyond December 31, 2013

The work plan may be in narrative or table/spreadsheet form, or both, and should include:

- Milestones and expectations for the project.
- Time-specific objectives to achieve each stated outcome/goal.
- Communications plan to ensure all stakeholders are kept informed of project goals and progress, and are engaged. (If appropriate)
- Plans for staff training for implementation, continuous evaluation, system operation and maintenance, and technical support resources (If appropriate)
- Names, titles and organizations of the primary project team members and their roles in the project. (If applicable)
- Description of the source of any in-kind technical support, internal and/or external, for the project.

C. Budget Narrative and Justification.

All reasonable costs for completing the project are eligible pending approval by ASET. Please use the attached ASET HIE Enterprise Grant Budget Narrative and Justification form ([Attachment 3](#)) to document your expenditures and match. The Budget Narrative and Justification form is a separate word document to complete. The form needs to be submitted at the time the application is sent to ASET. More detailed instructions are provided in the technical assistance document ([Attachment 4](#)) and Sample Budget Narrative and Justification form ([Attachment 5](#)).

The budget section will address financial and/or in-kind match that are required to meet the 50% match threshold. The total match must equal one half of the total grant dollars requested.

In the budget narrative and justification form there is section for each type of expenditure (i.e. personnel, fringe benefits, travel, etc.) and a place for applicants to provide budget narrative justification and match tables for each section.

PART VI. AWARD INFORMATION

A. Notice of Award

After review, ASET will notify all applicants of the status of their application. If approved, a notice of award letter will be sent to the applicant. This grant agreement must be signed by a senior leader (CEO, CIO, CFO, Exec Director, etc.) and returned to ASET for recording. The date that this is done is the “award date” and “project start date.” This signed grant agreement binds the organization to comply and follow all of the terms and conditions of the grant program.

B. Term of Agreement/Effective Date

The period of performance of this grant is six (6) months. Extensions to the period of performance will not be considered due to the anticipated expiration of the ONC HIE cooperative agreement program.

C. Contract Type

Cost Reimbursement Sub-Grant Award

D. Documents Incorporated by Reference

Incorporation by Reference: The State of Arizona’s Uniform Instructions to Offerors (Rev 7.1) and Uniform Terms and Conditions (Rev 7) are incorporated by reference into this grant agreement as if fully set forth herein. These documents may be accessed through the Arizona State Procurement Office’s website at http://spo.az.gov/admin_policy/spm/forms/default.asp. The documents may also be obtained by calling the State Procurement Office at (602) 542-5511, or by calling the Governor’s Office at (602) 542-3434. Title XIV of the American Recovery and Reinvestment Act (ARRA) of 2009, known as the State Fiscal Stabilization Fund (American Recovery and Reinvestment Act of 2009 Public Law 111-5 (H.R. 1), February 17, 2009; 123 Stat. 115, as amended by Public Law 111-8 (H.R. 1105), the Omnibus Appropriations Act, 2009; Division A, Section 523; March 11, 2009; 123 Stat. 524), as administered by the U.S. Department of Education, is hereby incorporated by reference into this contract as if fully set forth herein and may be accessed at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=111_cong_bills&docid=f:h1enr.pdf. It is the Sub-grantee’s responsibility to obtain the current revisions of these documents.

E. Sub-Grantee ARRA Assurances

Sub-grantee assures compliance with the guidelines, provisions and reporting requirements of the ARRA. Sub-grantee accepts that the Federal Government may issue additional guidance or change requirements or terms and conditions of this agreement as ARRA funds are distributed and programs are implemented for the stated designated goals and quick timelines. Sub-grantee agrees that any such supplementary guidance, clarifications, or provisions, shall become terms and conditions of this award.

Sub-grantee understands that ARRA is funding projects with one time dollars and that failure to comply with the terms, conditions and requirements of the ARRA may result in the recapture of

the balance of funds awarded.

The Sub-grantee agrees to avoid unnecessary delays in implementing its ARRA funds. The Sub-grantee certifies that it will not use ARRA funds for any unauthorized purposes and understands that misuse of ARRA funds may result in a range of penalties from suspension of funds to civil and/or criminal penalties.

F. Contract Renewal

The contract shall not bind nor purport to bind ASET for any contractual commitment in excess of the original contract period or amount.

G. Sub-Grantee's Obligation Regarding Confidentiality

Due to the sensitive nature of the information maintained by ASET, the Sub-grantee acknowledges that all information disclosed to it concerning the ASET's operations during performance of this Grant shall not be disclosed to third parties without ASET's prior written consent. All proprietary information and all copies thereof shall be returned to ASET upon completion of the work for which it was obtained or developed.

H. No Waiver

Either party's failure to insist on strict performance of any term or condition of the contract shall not be construed as a waiver or relinquishment for the further performance of such provision.

I. Reporting Requirements

The Sub-grantee will submit reports that contain the information required under section 1512(c) of the ARRA in accordance with any guidance issued by the Office of Management and Budget or the U.S. Department of Education [ARRA Division A, Section 1512(c)]. Sub-grantees may be required to submit additional reports as required by ASET.

J. Programmatic and Financial Reports

The Sub-grantee shall provide a **monthly program** activity report to ASET that provides updates on the goals and performance measures outlined in the original proposal. ASET also anticipates requesting a mid-grant progress report and is scheduled to be **due to ASET by October 31, 2013**. The Sub-grantee shall use the forms provided by the Grantor to submit monthly program activity reports. The report shall contain such information as deemed necessary by the ARRA guidance and ASET. The forms will be sent to the Sub-grantee upon receipt of the signed grant Agreement.

K. Financial Reimbursement

The Sub-grantee shall be paid on a **cost-reimbursement basis**. The reimbursement amount is to be determined on the cash basis of accounting. The reimbursement request is recommended to be monthly. Draw down schedules will be provided upon award. Sub-grantee shall submit a final reimbursement request no more than **two (2) weeks** after the contract end for expenses obligated prior to the date of contract termination. All expenses must be liquidated prior to the final reimbursement request. **Requests for reimbursement received later than thirty (30)**

days after the contract termination will not be paid.

Notwithstanding any other payment provision of this contract, failure of the Sub-grantee to submit required reports when due, or failure to perform or deliver required work, supplies or services, will result in the withholding of payment under this contract unless such failure arises due to causes beyond the control and without the fault of negligence of the Sub-grantee.

L. Manner of Financing

Payment made by ASET to the Sub-grantee will be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement documents to be submitted by the Sub-grantee. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the Sub-grantee under this Agreement.

Requested reimbursement must be submitted in an all-inclusive basis.

In the event there are HIE grant program travel incurred, all Travel expenses shall be at State rates (see website: <http://www.gao.az.gov/travel/default.asp> for rates) and reimbursable at cost.

Payment made by the ASET to the Sub-grantee shall be expended from the Health Information Exchange Cooperative Agreement administered by the U.S. Department of Health and Human Services. The Catalog of Federal Domestic Assistance (CFDA) Number is 93.719.

M. DUNS/System for Award Management (SAM)

The Sub-grantee is required to provide a Dun and Bradstreet Data Universal Numbering System (DUNS) number for the fiscal agent; previously the state also required registration with the System for Award Management (SAMS) database. Here is the link: <https://www.sam.gov/portal/public/SAM/>

N. Construction Costs

No construction costs are permitted.

O. Restrictions on Lobbying

The Sub-grantee shall not use these funds to pay for, influence, or seek to influence any officer or employee of the State of Arizona or the federal government if that action may have an impact, of any nature, on this agreement.

P. Notification Regarding Changes

The Sub-grantee shall notify ASET in writing, with immediate notice, of any changes in the program that will directly affect service delivery under the terms of the contract. No changes shall be implemented without the prior written approval of a formal contract amendment issued by ASET.

Q. Key Personnel

It is essential that the Sub-grantee provide an adequate staff of experienced personnel, capable

of and devoted to the successful accomplishment of work to be performed under this contract. The Sub-grantee must assign specific individuals to the key programmatic and fiscal positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of ASET.

The fiscal person is considered a Key Person for this grant. It is the preference of ASET that the Sub-grantee requires current state certification and/or licensure as a condition of employment for those individuals providing direct behavioral and medical health services to youth.

R. Fiscal Responsibility

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the project(s) outlined in this Agreement. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the Sub-grantee shall be for only the amount of dollars actually spent by the Sub-grantee. For any funds received under this Agreement for which expenditure is disallowed by an audit exception by the ASET office, the State or Federal government, the Sub-grantee shall reimburse said funds directly to the Grantor immediately, but not later than fifteen (15) business days, exclusive of state holidays.

S. Records

At any time during the term of this contract, and at any time within five (5) years after the closing of the federal grant, the Sub-grantee's or any subcontractor's books and records shall be subject to an audit by the State or Federal Government, to the extent that the books and records relate to the performance of the contract or subcontract. All records shall be subject to inspection and audit by the State or Federal government at reasonable times. Upon request, the Sub-grantee shall produce a legible copy of any or all such records.

T. Audit Trails

Sub-grantee shall maintain proper audit trails for all reports related to this contract. The ASET Office reserves the right to review all program records.

U. Fund Management

The Sub-grantee must maintain funds received under this contract in separate ledger accounts and cannot mix these funds with other sources. Sub-grantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Sub-grantee must maintain adequate business systems to comply with Federal reporting requirements. The business systems that must be maintained are:

1. Financial Management
2. Procurement
3. Personnel
4. Property
5. Travel

A system is adequate if it is: 1) written; 2) consistently followed - it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. ASET reserves the right to review all business systems policies.

V. Assignment and Delegation

Sub-grantee may not assign any rights hereunder without the express, prior written consent of both parties.

W. Amendments

Any change in the contract, including material changes to the scope of work and/or the budget described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the Sub-grantee and ASET. ASET may approve or reject any amendment, when necessary. Any such amendment shall specify an effective date, any increases or decreases in the amount of the Sub-grantee's compensation, if applicable, and entitled as an "Amendment" and signed by the parties identified in the preceding sentence. The Sub-grantee expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract.

X. Subcontractors

The Sub-grantee agrees and understands that no subcontract which the Sub-grantee enters into with respect to performance under this contract shall in any way relieve the Sub-grantee of any responsibility for performance of its duties. It is highly recommended by ASET that a Memorandum of Understanding or some other type of contract is in place between the Sub-grantee and a Subcontractor for services to be performed, and in which a payment amount has been negotiated and approved, so as to avoid any misunderstanding between both parties.

Y. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by sub-contractors at all tiers.

Z. Agreement Renewal

This Agreement shall not bind nor purport to bind the Grantor for any contractual commitment in excess of the original Agreement period.

AA. Cancellation

ASET reserves the right to cancel the whole or any part of the contract due to failure of the Sub-grantee to carry out any term, promise, or condition of the contract. ASET will issue a written ten (10) day notice of default to the Sub-grantee for acting or failing to act as in any of the following:

- The Sub-grantee provides personnel that do not meet the requirements of the contract.
- The Sub-grantee fails to perform adequately the services required in the contract.
- The Sub-grantee attempts to impose on ASET personnel that are of an unacceptable quality.
- The Sub-grantee fails to furnish the required product within the time stipulated in the contract.
- The Sub-grantee fails to make progress in the performance of the requirements of the contract and/or gives ASET a positive indication that the Sub-grantee will not or cannot perform to the requirements of the contract.

If the Sub-grantee does not correct the above problem(s) within ten (10) days after receiving the notice of default, ASET may cancel the contract. If ASET cancels the contract pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

BB. Cancellation for Conflict of Interest

ASET may, by written notice to the Sub-grantee, immediately cancel this Contract without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating of the Contract on behalf of ASET is an employee or agent of any other party in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to the Contract receive written notice from ASET, unless the notice specifies a later time.

CC. Third Party Antitrust Violations

Sub-grantee assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Sub-grantee toward fulfillment of this Agreement.

DD. Termination

ASET reserves the right to terminate the contract at any time, for the convenience of ASET, without penalty or recourse, by giving written notice to the Sub-grantee at least thirty (30) days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Sub-grantee under the contract shall, at the option of ASET, become property of the State of Arizona. The Sub-grantee shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

EE. Force Majeure

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.

FF. Non-Discrimination

All parties to this agreement agree to comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 99-4 which

mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. All parties shall comply with 1) the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap; 2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; 3) all applicable provisions and regulations relating to the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213); 4) all applicable provisions and regulations relating to Executive Order No. 13279 - Equal Protection of the Laws for Faith-based and Community Organizations.

GG. Ownership of information

ASET reserves the right to review and approve any publications funded or partially funded through this contract. All publications funded or partially funded through this contract shall recognize the State Health Information Exchange Cooperative Agreement administered by the U.S. Department of Health and Human Services and the Arizona Strategic Enterprise Technology Office.

HH. Printed Material

It is agreed that any report or printed matter completed as a part of this Agreement is a work for hire and shall not be copyrighted by the Sub-grantee. Any publicly printed material under this Agreement shall state "This project was supported by the U.S. Department of Health and Human Services and the Arizona Strategic Enterprise Technology Office through ARRA-State Grants to Promote Health Information Technology."

II. Partial Invalidity

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

JJ. Arbitration

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving rise to the dispute. The parties shall follow the procedures set forth in this section to facilitate a resolution and attempt to avoid litigation.

The parties shall negotiate in good faith to resolve the dispute within sixty (60) days of receiving notice of the existence of the dispute. However if the parties do not reach such resolution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and in compliance with A.R.S. §12-1518.

KK. Governing Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The venue for any proceedings, actions, or suits arising from this Agreement shall be in Maricopa

County, Arizona.

LL. Paragraph Headings

The descriptive headings of this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions in this contract.

MM. Indemnification Clause

Sub-grantee shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Sub-grantee or any of its owners, officers, directors, agents, employees or sub-grantee. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such sub-grantee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the gross negligent or willful acts or omissions of the Indemnitee, be indemnified by Sub-grantee from and against any and all claims. It is agreed that Sub-grantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Sub-grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Sub-grantee for the State of Arizona.

Public Entities 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.

State of Arizona Agency or University

No indemnification

NN. Public Agency Language Only

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.

OO. Insurance Requirements

At this time, ASET has determined no insurance is required.

PP. Compliance with Applicable Laws

All parties to this agreement shall comply with all applicable federal, state and local laws.

QQ. Licenses

Sub-grantee shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Sub-grantee.

RR. Suspension or Debarment Status

If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, the applicant must include a letter with its application setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a contract. ASET also may exercise any other remedy available by law.

SS. Federal Immigration Laws

By entering into this contract, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act and all other federal immigration laws and regulations related to the immigration status of its employees. These warranties shall remain in effect throughout the term of the contract and any renewal period of the contract. The Sub-grantee shall maintain Employment Eligibility Verification form (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under this contract.

TT. Fingerprinting

The provisions of A.R.S. §46-141 are hereby incorporated as provisions of this contract as they pertain to any new personnel not already covered by this requirement. When applicable, the Sub-grantee shall assume the costs of fingerprint checks and may charge these costs to fingerprint its personnel. The department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.

Personnel who are employed by any Sub-grantee, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Public Safety and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse. This contract may be canceled or terminated if the fingerprint check or the certified form of any person who is employed by a Sub-grantee, whether paid or not, and who is required or allowed to provide services directly to juveniles discloses that a person has committed any act of sexual abuses of a child, including sexual exploitation or commercial sexual exploitation, or any act of

child abuse or that the person has been convicted of or awaiting trial on any of the following criminal offenses in this state or similar offenses in another state or jurisdiction.

UU. Sectarian Requests

Funds may not be expended for any sectarian purpose or activity, including sectarian worship or instruction.

VV. Authority to Execute this Agreement

Each individual executing this Contract on behalf of the Sub-grantee represents and warrants that he or she is duly authorized to execute this Contract.

WW. Counterparts

This Contract may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Contract.

XX. Prohibition on Government Contracts regarding Iran and Sudan

In accordance with A.R.S. §35-393.06, the Sub-grantee hereby certifies that the Sub-grantee does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, the Sub-grantee hereby certifies that the Sub-grantee does not have scrutinized business operations in Sudan.

YY. E-Verify

In accordance with A.R.S. §41-4401, Sub-grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.C.C. Section A.R.S. §23-214, Subsection A.

ZZ. Glossary

For purposes of this Funding Opportunity Announcement the following terms shall be consistently applied throughout the application:

Accountable Care Organizations (ACO)

An accountable care organization (ACO) is a healthcare organization characterized by a payment and care delivery model that seeks to tie provider reimbursements to quality metrics and reductions in the total cost of care for an assigned population of patients. A group of coordinated health care providers forms an ACO, which then provides care to a group of patients. The ACO may use a range of payment models (capitation, fee-for-service with asymmetric or symmetric shared savings, etc.). The ACO is accountable to the patients and the third-party payer for the quality, appropriateness and efficiency of the health care provided.

Electronic Health Record (EHR)

An electronic record of health-related information regarding an individual that conforms to nationally recognized interoperability standards and that can be created, managed, and consulted by authorized clinicians and staff across more than one health care organization. For purposes of this Funding Opportunity Announcement “electronic health record”, “certified EHR” and “certified EHR technology” have been used interchangeably to signify electronic health record certified pursuant to Section 3001(c)(5) of the Public Health Service Act as added by the ARRA

Electronic Medical Record (EMR)

An electronic record of health-related information regarding an individual that conforms to nationally recognized interoperability standards and that can be created, gathered, managed, and consulted by authorized clinicians and staff within one health care organization.

Federally Qualified Health Center (FQHC)

A type of provider defined by the Medicare and Medicaid statutes for organizations that provide care to underserved populations and include Community Health Centers, Migrant Health Centers, Health Care for the Homeless Programs, Public Housing Primary Care Programs and some tribal clinics. FQHC provide services in both medically underserved area and to medically underserved populations. For the purpose of this application a complete list of FQHCs and rural health clinics will be taken from the AHCCCS website found at <http://www.azahcccs.gov/>

Health Information Exchange (HIE)

The electronic movement of health-related information among organizations according to nationally recognized standards.

Health Information Organization (HIO)

An organization that oversees and governs the exchange of health-related information among organizations according to nationally recognized standards.

Health Information Technology (HIT)

The application of information processing involving both computer hardware and software that deals with the storage, retrieval, sharing, and use of health care information, data, and knowledge for communication and decision making

Integrated Delivery Network

An integrated delivery system (IDS) is a network of facilities and providers that work together to offer a continuum of care to a specific geographic area or market. IDS include many types of associations across the continuum of care.

Rural Health Clinic

For purposes of this Funding Opportunity Announcement, “rural health clinic” is defined as a clinic providing primarily outpatient care certified to receive special Medicare and Medicaid reimbursement. RHCs provide increased access to primary care in underserved rural areas using both physicians and other clinical professionals such as nurse practitioners, physician assistants, and certified nurse midwives to provide services.

Unaffiliated Organization

Another healthcare organization that is outside the four walls of your organization.

ASET CONTACTS

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