

**ARIZONA FAMILY HEALTH PARTNERSHIP  
CHLAMYDIA AND SYPHILIS SCREENING CONTRACT**

This ARIZONA FAMILY HEALTH PARTNERSHIP CHLAMYDIA AND SYPHILIS SCREENING CONTRACT (the “**Contract**”) is entered into by and between the Arizona Family Health Partnership, an Arizona not-for-profit corporation (the “**Partnership**”), and **Pinal County Public Health Services District** (the “**Contractor**”). The Partnership or the Contractor may be referred to individually as the “**Party**” or collectively the “**Parties**”.

**RECITALS**

**WHEREAS**, the Partnership has received Grant # ADHS17-157599 (the “**Grant**”) amended on December 8, 2021, from the Arizona Department of Health Services (“**ADHS**”).

**WHEREAS**, the Grant provides funds to the Partnership for chlamydia screening services, which include testing and counseling (“**Chlamydia Screening Services**”) to sexually active female clients 24 years of age and younger (“**Chlamydia Target Population**”);

**WHEREAS**, the Grant provides funds to the Partnership for syphilis screening services, which include testing and counseling (“**Syphilis Screening Services**”) to sexually active male and female clients 34 years of age and younger (“**Syphilis Target Population**”). The Chlamydia Screening Services and Syphilis Screening Services are collectively referred to as the “**Screening Services**.”

**WHEREAS**, the Contractor provides Screening Services; and

**WHEREAS**, the Parties desire to provide for a sub-award of the Grant to the Contractor for its performance of the Screening Services.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained and intending to be legally bound thereby, the Partnership and the Contractor agree as follows:

**ARTICLE I**  
**TERM AND STATEMENT OF WORK**

Beginning on **January 1, 2022 and ending May 31, 2022**, unless earlier terminated or amended pursuant to Article VI (the “**Term**”), the Contractor will provide Screening Services to clients in the Chlamydia Target Population and Syphilis Target Population in accordance with the Center for Disease Control’s 2021 Sexually Transmitted Diseases Treatment Guidelines (available at <https://www.cdc.gov/std/treatment-guidelines/STI-Guidelines-2021.pdf>). Contractor will participate in meetings and monitoring activities required by the Partnership, including one mandatory performance improvement project meeting held by the Partnership during the Term.

## ARTICLE II CONSIDERATION

### 2.1 Consideration.

2.1.1 The Partnership will pay the Contractor **\$13.50** for each chlamydia test or combination chlamydia/gonorrhea test the Contractor performs (collectively “*Chlamydia Test*”) for uninsured clients in the Chlamydia Target Population.

2.1.2 The Partnership will pay the Contractor **\$11** for each syphilis test the Contractor performs for uninsured clients in the Syphilis Target Population.

2.2 Payment and Reporting. The total maximum consideration payable to the Contractor pursuant to Article II is **\$15,000**. All payments payable pursuant to this Contract are contingent on the following conditions, and will be made within 30 days of delivery of the last report due under this Section:

2.2.1 The Contractor providing the completed Request for Screening Project Funds in the form attached as **Attachment 1**, for the relevant quarter, on or before the 25<sup>th</sup> day following the end of each calendar quarter.

2.2.2 The Contractor providing sufficient records of the Screening Services provided by the Contractor, including completed Management Logs in the form attached as **Attachment 2**, for the relevant quarter, on or before the 20<sup>th</sup> day following the end of each calendar quarter;

2.2.3 The Contractor providing any other records required by the Partnership to determine the number and adequacy of the Screening Services provided by the Contractor;

2.2.4 The Contractor’s satisfactory performance of the Screening Services, in the Partnership’s sole determination; and

2.2.5 The Partnership’s receipt of the Grant.

## ARTICLE III THE CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the Partnership the matters set forth in this Article III.

3.1 ADHS and Legal Requirements. The Contractor has had the opportunity to review any ADHS conditions and other legal requirements for receiving Grant funds and the Contractor meets such conditions and requirements. The Contractor’s staff has adequate training to provide the Screening Services and is able to perform the Screening Services and meet all performance and reporting requirements required by ADHS and the Partnership.

3.2 Debarment and Suspension. The Contractor’s employees and sub-contractors, its current and future subcontractors and their principals: (i) are not presently and will not be debarred, suspended, proposed for debarment or declared ineligible for the award of subcontracts, by any U.S. Government agency, any state department or agency, in accordance with federal regulations (53 Fed. Reg. 19161-19211) or any other applicable law, or has been so within the preceding three (3) year period; (ii) have not within

a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default; and (iii) in the event any employee or sub-contractor of the Contractor's is debarred, suspended, or proposed for debarment, the Contractor must immediately notify the Partnership in writing.

3.3 HIPAA. The Contractor is a Covered Entity as defined in 45 CFR 160.103 of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and is required to comply with the provisions of HIPAA with respect to safeguarding the privacy and confidentiality of protected health information. The Partnership is neither a Covered Entity nor business associate under HIPAA; however, the Partnership acknowledges that it is subject to the privacy and security requirements imposed on Grantees by the Department of Health and Human Services under the Title X Program. In the event of a "breach" requiring notification under A.R.S. § 18-552, AFHP will notify Contractor of the breach of Contractor's data promptly, and in all cases, within 45 days of discovering the breach.

3.4 Conflict of Interest. This Contract does not create a conflict of interest, under any statute or rule of any governing jurisdiction, between the Contractor's officers, agents or employees and the Partnership. The provisions of ARS § 38-511 apply.

3.5 Equal Opportunity. The Contractor is an Equal Employment Opportunity employer in accordance with the requirements of 41 CFR § 60-1.4(a), 60-250.5, 60-300.5(a), 60-741.5(a) and 29 CFR § 471, Appendix A to Subpart A, if applicable.

#### ARTICLE IV COVENANTS

4.1 Compliance with Laws and Regulations. The Contractor will abide by all applicable laws, ordinances, and codes of the state of Arizona and local governments in the performance of the Contract, including all licensing standards and all applicable professional standards.

4.2 Licenses. The Contractor and each of its employees, agents and subcontractors will obtain and maintain during the Term of this Contract all appropriate licenses required by law for the operation of its facilities and for the provision of the Screening Services.

4.3 Status of the Contractor and Conflict of Interest. The Contractor, its agents and employees, including its professional and nonprofessional personnel, in the performance of this Contract, will act in an independent capacity and not as officers, employees or agents of the Partnership. The Contractor will prevent its officers, agents or employees from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others with whom they may have business, family, or other connections. The Contractor will refrain from using any inside or proprietary information regarding the activities of the Partnership and its affiliates for personal benefit, benefit to immediate family, or benefit to any entity in which he holds a significant financial or other interest. The Contractor's officers, agents, or employees will not deploy themselves so as to receive multiple payments from the Partnership or otherwise manipulate the assignment of personnel or tasks so as to unnecessarily increase payments to the Contractor or its officers, agents or employees.

4.4 Retention of Records and Audit. The Contractor will maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to the Screening Services and this Contract for a period of at least three (3) years from termination of the Term unless longer required by ADHS or federal law. If an audit, litigation, or other action involving the records

is started before the end of the three (3) year period, The Contractor will maintain such records until the audit, litigation, or other action is completed, whichever is later. Client medical records must be retained in accordance with state and federal regulations. The Contractor will make available to the Partnership, ADHS, or any other of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, and papers that are pertinent to the award for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. The Contractor will permit the Partnership and/or ADHS to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of Screening Services delivered under this Contract and to assess the Contractor's compliance with applicable legal and programmatic requirements.

4.5 Litigation. The Contractor will notify the Partnership within 30 days of notice of any litigation, claim, negotiation, audit or other action involving the Screening Services, occurring during the Term or within four (4) years after the expiration of the Term. The Contractor will retain any records until the completion of such action and the resolution of all issues arising from or relating to such action, or four (4) years after the end of the Term, whichever is later.

## ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 Insurance. The Contractor will procure, maintain, and provide proof of coverage of: (i) a Medical Malpractice Professional Liability Insurance Policy and such policy will be written on an occurrence basis in the minimum amount of \$1,000,000 for all medical provider employees and subcontractors and consultants, unless the contractor qualifies for such insurance pursuant to Section 5.2; (ii) General Liability coverage of at least \$1,000,000 per occurrence and \$3,000,000 Annual aggregate against general liability endorsed for premises-operations, products/completed operations, contractual, property damage, and personal injury liability; (iii) Workers compensation in accordance with applicable law; (iv) Fidelity coverage adequate to protect against loss due to employee dishonesty of at least \$5,000; and (v) Sexual abuse and molestation coverage in the minimum amount of \$500,000. The Contractor will provide certificates indicating the proof of such insurance and incorporate them as Attachments to this Contract. The insurance policies referred to above must name the Partnership as an additional insured under each policy. The Contractor will promptly provide the Partnership with written notice of any ineligibility determination, suspension, revocation or other action or change relevant to the insurance requirements set forth above. The Contractor may provide all or a portion of the required coverage through programs of self-insurance as allowed by law.

5.2 FTCA Status. If applicable as a Federally Qualified Health Center ("**FQHC**"), the Contractor has been deemed eligible and approved for medical malpractice liability protection through the Federal Tort Claims Act (FTCA), pursuant to the Federally Supported Centers Assistance Act of 1992 and 1995. The Contractor must remain in deemed status during the Term of this Contract. Should the Contractor lose its designation as an FQHC or lose its deemed status during the Term, the Contractor must immediately secure Professional Liability Malpractice Insurance as required by Section 5.1, and must provide a copy of the insurance certificates confirming such insurance protection.

5.3 Indemnification. To the extent allowed under Arizona law, the Contractor will indemnify, defend, save, and hold harmless the Partnership and its officers, officials, agents, and employees (hereinafter referred to as "**Indemnatee**") 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 the Contractor or any of its owners, officers, directors, agents,

employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the Contractor 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 will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Contractor from and against any and all Claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. To the extent permitted by law, the Contractor agrees to reimburse the Partnership for any monies which the Partnership is required to pay to the ADHS or agencies of the United States Government or the State of Arizona for any Claims arising solely from the failure of the Contractor to perform in accordance with this Contract or, local, state, or federal laws and regulations. The Partnership will appropriately invoice or file a Claim with the Contractor for any such reimbursement by the Contractor, and the Contractor will have opportunity to review, and protest when appropriate, the Claim prior to making any timely reimbursement to the Partnership. The indemnification provided herein will survive the termination of this Contract.

## ARTICLE VI TERMINATION AND AMENDMENT

6.1 Termination of Contract. This Contract will terminate on the last date discussed in Article 1, unless earlier terminated pursuant to the terms of this Section.

6.1.1 Termination by the Contractor. If the Contractor is unable or unwilling to comply with additional conditions as may be lawfully imposed on the Contractor, the Contractor may terminate this Contract by giving written notice to the Partnership signifying the effective date thereof. The Contractor may terminate this Contract for any other reason by providing the Partnership with at least 90 days written notice. In the event the Contractor terminates this Contract, the Contractor will be entitled to compensation for any un-paid consideration due in satisfactory performance of this Contract.

6.1.2 Termination by the Partnership. The Partnership may terminate this Contract or suspend payment under Article II, in whole or in part, in the event the Contractor: (i) fails to fulfill in a timely and proper manner its obligations under this Contract; or (ii) violates any of the covenants, agreements, or stipulations of this Contract, by providing the Contractor written notice of termination specifying the date of termination. The Partnership may give the Contractor an opportunity to cure deficiencies by providing a cure period, of at least 10 days, in any notice of termination. If the Partnership does not provide a cure period or if Contractor does not cure all deficiencies within the time specified by the Partnership, the Contract will be terminated. Despite any termination hereunder, the Contractor will not be relieved of liability to the Partnership for damages sustained by the Partnership by virtue of any material breach of this Contract by the Contractor. The Partnership may withhold any amount payable to the Contractor for the purpose of offset until such time as the exact amount of damages, if any, due the Partnership from the Contractor is agreed upon or otherwise determined.

6.1.3 Termination or Reduction of DHHS Funding. The Partnership relies on certain Department of Health and Human Services (“*DHHS*”) grants to maintain its operations. As of March 26, 2021, the Partnership has been informed by DHHS that funding is available through March 31, 2022 but the Partnership anticipates that it will receive an extension of DHHS funding. However, in the event any DHHS funding is not extended, reduced, terminated or otherwise negatively altered, whether before or after this Contract is effective, the Partnership may terminate this Contract in whole or in part by providing the Contractor a written notice of termination. The

effective Contract termination date will be the date such DHHS funding is reduced, terminated or otherwise negatively altered. Notwithstanding anything in this Contract to the contrary, if the Contract is terminated because of the foregoing, the Partnership is relieved of all obligations under the Contract. Termination of this Contract hereunder will not be deemed a breach of this Contract by the Partnership.

6.1.4 Termination or Reduction of Grant Funding. The Partnership relies on the Grant to maintain its operations. As of December 8, 2021, the Partnership has been informed by ADHS that funding is available through May 31, 2022 but the Partnership anticipates that it will receive an extension of the Grant. However, in the event any Grant funding is not extended, reduced, terminated or otherwise negatively altered, whether before or after this Contract is effective, the Partnership may terminate this Contract in whole or in part by providing the Contractor a written notice of termination. The effective Contract termination date will be the date such Grant funding is reduced, terminated or otherwise negatively altered. Notwithstanding anything in this Contract to the contrary, if the Contract is terminated because of the foregoing, the Partnership is relieved of all obligations under the Contract. Termination of this Contract hereunder will not be deemed a breach of this Contract by the Partnership.

6.2 Amendment. The Contract, together with Attachments referenced herein, fully expresses all understanding of the Parties concerning all matters covered and will constitute the total Contract. No amendment of, addition to, or alteration of the Terms of this Contract, whether by written or verbal understanding of the Parties, their officers, agents or employees, will be valid unless made in a writing that is formally approved and executed by the Parties or made pursuant to the following procedures:

6.2.1 If the Partnership obtains additional Grant funding for periods after the Term, the Contractor may request to extend the Term. Any extension of the Term will be mutually agreed on by the Parties, in writing.

6.2.2 The Contractor may make changes to staff and location of its Screening Services, provided that the Contractor will notify the Partnership, in writing as soon as possible for staff changes and within 30 working days of any changes or closures of a clinic site location.

6.2.3 Changes in policies, procedures, and/or forms related to the Screening Services must be submitted in writing to the Partnership.

6.2.4 Within 15 days of change, the Contractor must notify Partnership of changes in key clinical or management personnel, including administrative officers and Screening Services program directors.

## ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Nonexclusivity. That this Contract is nonexclusive in nature, and the Partnership retains the authority to contract with other Parties for the delivery of Screening Services in the Contractor's geographic area.

7.2 Governing Law. Any action relating to this Contract will be brought in a court of the State of Arizona in the county in which the Screening Services are provided, unless otherwise prohibited by

prevailing federal law. Any changes in the governing laws, rules and regulations that do not materially affect the Contractor's obligation under the Contract during the Term will apply but do not require an amendment.

7.3 Intangible Property and Copyright. The Contractor will ensure that publications developed while providing the Screening Services do not contain information that is contrary to ADHS policies or to accepted clinical practice. Partnership Grant support must be acknowledged in any publication. The Contractor will obtain pre-approval from the Partnership for publications resulting from activities conducted under this Contract. The Contractor will also provide all publications referencing the Partnership to the Partnership for pre-approval prior to distribution.

7.4 Dispute Resolution. The Parties will first attempt to resolve any dispute arising under this Contract by informal discussion between the Parties, subject to good cause exceptions, including, but not limited to, disputes determined by either Party to require immediate relief. Any dispute that has not been resolved by informal discussions between the Parties within a reasonable period of time after the commencement of such discussions (not to exceed 30 days), may be resolved by any means available.

7.5 Notice. All notices required or permitted to be given hereunder will be given in writing and will be deemed to have been given when sent by certified or registered mail, postage prepaid, return receipt requested.

Notices to the Partnership will be addressed to:  
Chief Executive Officer  
Arizona Family Health Partnership  
3101 N. Central Avenue  
Suite 1120  
Phoenix, Arizona 85012

Notices to the Contractor will be addressed to:  
Tascha Spears, Ph.D., M.Sc., RN  
Director  
Pinal County Public Health Services District  
971 N. Jason Lopez Circle, Building D  
Florence, AZ 85132

Either Party may change its address for notices by giving written notice of such change to the other Party.

7.6 Severability. If any provision of this Contract is declared void or unenforceable, such provision will be deemed severed from this Contract, which will otherwise remain in full force and effect. If any provision of this Contract is declared void or unenforceable, the Parties will engage in good faith efforts to renegotiate such provision in a matter that most closely matches the intent of the provision without making it unenforceable.

7.7 No Third-Party Beneficiary. This Contract was created by the Parties solely for their benefit and is not intended to confer upon any person or entity other than the Parties any rights or remedies hereunder.

7.8 Waiver. Performance of any obligation required of a Party hereunder may be waived only by a written waiver signed by the other Party, which waiver will be effective only with respect to the specific

obligations described herein. The waiver of a breach of any provisions will not operate or be construed as a waiver of any subsequent breach.

7.9 Integration. This Contract represents the entire agreement of the parties with respect to its subject matter, and all agreements, oral or written, entered into prior to this Contract are revoked and superseded by this Contract.

7.10 Execution. This Contract will not be effective until it has been approved as required by the governing bodies of the Parties and signed by the persons having executory powers for the Parties. This Contract may be executed in two or more identical counterparts, by manual or electronic signature.

**IN WITNESS WHEREOF**, the Parties have each caused an authorized representative to execute and deliver this Contract on the Date provided below.

CONTRACTOR:

PARTNERSHIP:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Jeffrey McClure

Brenda L. Thomas, MPA

Chairman

Chief Executive Officer

Pinal County Public Health Services District

Arizona Family Health Partnership

86-6000556

Contractor ID Number (EIN)

\_\_\_\_\_  
Date

Nine Digit DUNS#: 074447095

DUNS Registered Name: County of Pinal

\_\_\_\_\_  
Date





# Arizona Family Health Partnership

## Request for Screening Project Funds

Agency:

Reporting Period From:  To:

This is a request for : Advance Funds  Reimbursement

		Amount Awarded	Total Funds Earned this Reporting Period (i.e. <b>this request</b> )	Prior Report Period Year to Date Funds Earned	Total Year to Date Funds Earned	Available Balance	% Earned YTD
CT Tests for Uninsured					\$ -	\$ -	#DIV/0!
Syphilis Tests for Uninsured					\$ -	\$ -	#DIV/0!
					\$ -	\$ -	#DIV/0!
					\$ -	\$ -	#DIV/0!
Total		\$ -	\$ -	\$ -	\$ -	\$ -	

\*To be determined by agency and verified by AFHP

**Certification:** By signing this request, I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. code, Title 18, Section 1001).

Authorized Signature

Date of request

Actual Signature required, stamped signature will not be accepted

Name

Title

AFHP Program Dept Use Only		AFHP Accounting use only	
<b>AFHP Program Manager Certification</b>			
<input type="checkbox"/>	Performance satisfactory for payment	<input type="checkbox"/>	Date invoice recorded in QB
<input type="checkbox"/>	Performance unsatisfactory withhold payment	<input type="checkbox"/>	Date of drawdown
<input type="checkbox"/>	Incorrect invoice, returned for clarification	<input type="checkbox"/>	AFHP check #
<input type="checkbox"/>	No payment due	<input type="checkbox"/>	Date of check
		<input type="checkbox"/>	Title X report updated
		<input type="checkbox"/>	Date of ACH deposit
Program Manager Signature	Date	Business Office Signature	Date

### Quarterly Chlamydia Screening Progress Log

Agency name:

AIM Statement (What do you want to accomplish):

[Agency] will increase CT Screening in Females 24 and younger from XX% to XX%, by 12/31/2022.

	Baseline (CY 2021)	Jan-Mar 2022	Jan-June 2022	Jan-Sept 2022	Jan-Dec 2022
<b>Screening Rate</b>					

Numerator: Number of unduplicated female clients 24 and younger that had at least one CT test during measurement period

Denominator: Number of unduplicated female clients 24 and younger seen during measurement period

PLAN					DO	STUDY	ACT
What	How	Who	When	Measures	What progress has been made? What are you learning?	What are the results?	Next steps, what needs to be changed/sustained?
What strategies will you implement to accomplish your aim statement?	What specific tasks must be completed?	Who will complete the tasks?	Tasks will be done by what date?	How will you know you have been successful?			

**CERTIFICATE OF INSURANCE**  
**TO BE INSERTED HERE**