



NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
AGENDA
Wednesday, June 8, 2022

9:30 AM - CALL TO ORDER

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

BUSINESS BEFORE THE BOARD

(Consideration/Approval/Disapproval of the following:)

(1) CONSENT ITEMS:

All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

- * A. Discussion/approval/disapproval of the Minutes from May 4, 2022, and May 18, 2022, Board of Directors Public Health Services District Meetings. (Natasha Kennedy)
- * B. Discussion/approval/disapproval to accept the Intergovernmental Agreement (IGA) award between the City of Maricopa and the Pinal County Public Health/Medical Forensic Services Department through the Pinal County Board of Supervisors for the provision of medical forensic services at the Maricopa Family Advocacy Center for \$17,703. The award will offset costs incurred for patients with concerns of interpersonal violence who need a medical forensic exam within the city. Acceptance requires an amendment to the FY 21/22 budget to transfer reserve appropriation from Fund 213 (Grants/Project Contingency) to Fund 82 (Health/Grants) to increase revenue and expenditure appropriations. There is no impact on the General Fund. (Sarah Neal/Tascha Spears)
- * C. Discussion/approval/disapproval of Contract No. CTR059897 with Arizona Department of Health Services for Immunization Services. The term of this contract is July 1, 2022, through June 30, 2027. The total contract amount is not to exceed \$216,513 with additional reimbursements available for vaccination services provided. (Carey Lennon/Tascha Spears)
- * D. Discussion/approval/disapproval of Award Agreement CTR059650 between the Arizona Department of Health Services' Well Woman Health Check Program and the Pinal County Public Health Services District beginning June 1, 2022, ending June 30, 2022, for \$156,550. This project reimburses the District for costs associated with providing breast and cervical cancer screening for women in Pinal County whose income does not exceed 250% of the Federal Poverty Level. (Carey Lennon/Tascha Spears)

ADJOURNMENT

(SUPPORTING DOCUMENTS ARE AVAILABLE AT THE CLERK OF THE BOARD OF SUPERVISORS' OFFICE AND AT <https://pinal.novusagenda.com/AgendaPublic/>)

NOTE: One or more members of the Board may participate in this meeting by telephonic conference call.

The Board may go into Executive Session for the purpose of obtaining legal advice from the County's Attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

In accordance with the requirement of Title II of the Americans with Disabilities Act (ADA), the Pinal County Board of Supervisors and Pinal County Board of Directors do not discriminate against qualified individuals with disabilities admission to public meetings. If you need accommodation for a meeting, please contact the Clerk of the Board Office at (520) 866-6068, at least (3) three business days prior to the meeting (not including weekends or holidays) so that your request may be accommodated.

Meeting Notice of Posting



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

June 8, 2022 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of the Minutes from May 4, 2022, and May 18, 2022, Board of Directors Public Health Services District Meetings. (Natasha Kennedy)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

Approve as presented.

History	Who	Approval
Time		

ATTACHMENTS:

Click to download
<input type="checkbox"/> Minutes PHSD 05.04.2022
<input type="checkbox"/> Minutes PHSD 05.18.2022



PINAL COUNTY

WIDE OPEN OPPORTUNITY

**PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, May 4, 2022
11:44 AM**

BOARD OF DIRECTORS

Chairman Jeffrey McClure
Director, District 4

Vice-Chairman Jeff Serdy
Director, District 5

Kevin Cavanaugh
Director, District 1

Mike Goodman
Director, District 2

Stephen Q. Miller
Director, District 3

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

All Presentations are attached to the Agenda at:
[Click Here to View the Public Health Services District Agenda](#)

and a Video Recording of this meeting can be viewed at:
[Click Here to View Video Recording](#)

The Pinal County Public Health Services District Board of Directors convened at 11:44 a.m. this date. The meeting was called to order by Chairman McClure.

Members Present: Chairman Jeffrey McClure; Vice-Chairman Jeff Serdy; Director Kevin Cavanaugh; Director Mike Goodman; Director Stephen Q. Miller

Staff Present: County Manager, Leo Lew; County Attorney, Kent Volkmer; Clerk of the Board, Natasha Kennedy and Deputy Clerk of the Board, Kelsey Pickard

(1) CONSENT ITEMS:

All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

Chairman McClure requested to pull Consent Agenda Item B and asked if there were any requests from a Board Member, staff or the audience to remove any additional consent agenda items for discussion. There being no additional requests, Chairman requested a Motion.

Item Action: Approved Consent Agenda Item A

Motion Made By: Supervisor Cavanaugh

Seconded By: Supervisor Goodman

To approve Consent Agenda Item A.

Motion Passed

Ayes: Cavanaugh, Goodman, McClure, Miller, Serdy (5)

- * A. Discussion/approval/disapproval of the Minutes from April 13, 2022, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)

Item B Pulled from Consent Agenda

- * B. Discussion/approval/disapproval of Amendment No. 1 to Intergovernmental Agreement Contract No. CTR057422, for the COVID-19 ELC Funding for K-12 School Reopening project between the Arizona Department of Health Services and the Pinal County Health Department through the Pinal County Board of Supervisors. This amendment extends the term of the agreement from May 1, 2021, through May 31, 2023. (Tascha Spears/Leo Lew)

Chairman McClure requested clarification.

Tascha Spears, Public Health Director, appeared before the Board and provided clarification.

Discussion held regarding the ELC Funding for K-12 School Reopening project by the following Board Members and Staff; Supervisor Cavanaugh, Supervisor Miller, and Tascha Spears.

Item Action: Approved Consent Agenda Item B

Main Motion Made By: Supervisor Cavanaugh

To disapprove Consent Agenda Item B.

Main Motion Failed due to Lack of Second.

Subsidiary Motion Made By: Supervisor Miller Seconded By: Supervisor Goodman

To approve Consent Agenda Item B.

Subsidiary Motion Passed

Ayes: Goodman, McClure, Miller, Serdy (4)

Nays: Cavanaugh (1)

Tascha Spears announced May 6, 2022, through May 12, 2022, is National Nurse Week and wanted to recognize and celebrate all Nurses for their service.

11:51 a.m. – Chairman McClure adjourned the May 4, 2022, Pinal County Public Health Services District Board of Directors Meeting and reconvened the Pinal County Board of Supervisors Meeting.

**PINAL COUNTY
PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS**

Jeffrey McClure, Chairman

ATTEST:

Natasha Kennedy, Clerk of the Board

Minutes Prepared By: Kelsey Pickard, Deputy Clerk of the Board

Approval of Minutes: June 8, 2022



PINAL COUNTY

WIDE OPEN OPPORTUNITY

**PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, May 18, 2022
10:13 AM**

BOARD OF DIRECTORS

Chairman Jeffrey McClure
Director, District 4

Vice-Chairman Jeff Serdy
Director, District 5

Kevin Cavanaugh
Director, District 1

Mike Goodman
Director, District 2

Stephen Q. Miller
Director, District 3

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

All Presentations are attached to the Agenda at:
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and a Video Recording of this meeting can be viewed at:
[Click Here to View Video Recording](#)

The Pinal County Public Health Services District Board of Directors convened at 10:13 a.m. this date. The meeting was called to order by Chairman McClure.

Members Present: Chairman Jeffrey McClure; Vice-Chairman Jeff Serdy; Director Kevin Cavanaugh; Director Mike Goodman; Director Stephen Q. Miller

Staff Present: County Manager, Leo Lew; Chief Civil Deputy County Attorney, Chris Keller; Clerk of the Board, Natasha Kennedy and Deputy Clerk of the Board, Kelsey Pickard

(1) CONSENT ITEMS:

All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

Chairman McClure asked if there were any requests from a Board Member, staff or the audience to remove any consent agenda items for discussion. There being none.

Item Action: Approved Consent Agenda Item A

Motion Made By: Supervisor Goodman

Seconded By: Supervisor Miller

To approve Consent Agenda Item A.

Motion Passed

Ayes: Cavanaugh, Goodman, McClure, Miller, Serdy (5)

- * A. Discussion/approval/disapproval to submit a grant application to the Department of Justice, Office of Crime Victims FY22 "Expanding Access to Sexual Assault Forensic Examinations" program for \$500,000. This grant will be used by the Public Health Medical Forensic Services department to provide high-quality comprehensive medical forensic exams and post-sexual assault care that promotes healing and reduces trauma, along with developing a sustainability plan post grant funding. (Tascha Spears/Leo Lew)

10:14 a.m. – Chairman McClure adjourned the May 18, 2022, Pinal County Public Health Services District Board of Directors Meeting and reconvened the Pinal County Board of Supervisors Meeting.

**PINAL COUNTY
PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS**

Jeffrey McClure, Chairman

ATTEST:

Natasha Kennedy, Clerk of the Board

Minutes Prepared By: Kelsey Pickard, Deputy Clerk of the Board

Approval of Minutes: June 8, 2022



PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

June 8, 2022 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 82

Dept. #: 359

Dept. Name: Pub

Director: Tascha Spears

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval to accept the Intergovernmental Agreement (IGA) award between the City of Maricopa and the Pinal County Public Health/Medical Forensic Services Department through the Pinal County Board of Supervisors for the provision of medical forensic services at the Maricopa Family Advocacy Center for \$17,703. The award will offset costs incurred for patients with concerns of interpersonal violence who need a medical forensic exam within the city. Acceptance requires an amendment to the FY 21/22 budget to transfer reserve appropriation from Fund 213 (Grants/Project Contingency) to Fund 82 (Health/Grants) to increase revenue and expenditure appropriations. There is no impact on the General Fund. (Sarah Neal/Tascha Spears)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

The award will offset costs incurred for patients with concerns of interpersonal violence who need a medical forensic exam within the city. Acceptance requires an amendment to the FY 21/22 budget to transfer reserve appropriation from Fund 213 (Grants/Project Contingency) to Fund 82 (Health/Grants) to increase revenue and expenditure appropriations. There is no impact on the General Fund.

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

The award will offset costs incurred for patients with concerns of interpersonal violence who need a medical forensic exam within the city.

MOTION:

Approve as presented

History

Time	Who	Approval
6/1/2022 4:43 PM	Budget Office	Yes
6/1/2022 4:58 PM	County Manager	Yes
6/2/2022 8:15 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

[Budget Appropriation Request](#)

**DEPARTMENT/FUND
APPROPRIATION ADJUSTMENT FORM**

Fiscal Year	Agenda Item needed (yes/no)	Anticipated Meeting Date if applicable	Memo Attached if Board item
21/22	yes	6/8/2022	<input checked="" type="checkbox"/>

Please use one form per agenda item.

Sources (Fund Balance, Revenues, Transfers In, etc...)								
Fund	Input "yes" if change in Fund Balance (2511)	Cost Center	Sub Ledger	Object Code	Subsidiary	Current Budget	Adjustment Add/ (Subtract)	New Revised Budget
82		3610207		428100		\$0	\$17,703	\$17,703
213		3311003		457990		\$6,947,077	(\$17,703)	\$6,929,374
Insert rows above this line and copy New Revised Budget formula down								
Net Source Adjustment							\$0	

Uses (Expenditures, Transfers Out, etc...)								
Fund		Cost Center	Sub Ledger	Object Code	Subsidiary	Current Budget	Adjustment Add/ (Subtract)	New Revised Budget
82		3610207		511010		0	\$11,700	\$11,700
82		3610207		512010		0	\$2,510	\$2,510
82		3610207		512020		0	\$3,093	\$3,093
82		3610207		512060		0	\$400	\$400
213		3311003		599500		6,947,077	(\$17,703)	\$6,929,374
Insert rows above this line and copy New Revised Budget formula down								
Net Use Adjustment							\$0	

Net Change	\$0	
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Prepared by:	Genevieve Ennis	Date:	5/23/2022
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Description:	Community Care Family Advocacy - MOU with City of Maricopa. These funds are only for FY 21/22. City of Maricopa has mailed a check in the amount of \$17,703 No additional funds to be received. No budget will be created for FY 22/23.
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TYPE OF REQUEST:

- Transfer within same Cost Center
- Transfer between Cost Centers within same Fund
- Transfer between Funds or Transfer In/Out adjustments
- Transfer from/to of Reserve/Contingency (e.g., new grant, change in special revenue projection, new project...)
- Change in Fund Balance Appropriation



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

June 8, 2022 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 82

Dept. #: 359

Dept. Name: Public Health

Director: Tascha Spears

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Contract No. CTR059897 with Arizona Department of Health Services for Immunization Services. The term of this contract is July 1, 2022, through June 30, 2027. The total contract amount is not to exceed \$216,513 with additional reimbursements available for vaccination services provided. (Carey Lennon/Tascha Spears)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

This contract offsets the Public Health Services District cost of providing immunization services to children and adults. Reimbursements provided were part of the FY22/23 budget planning process and will therefore have no impact on the general fund.

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

The Public Health Services District has the strategic goal to sustain immunization coverage rate of at least 80% in the children 19 to 35 months of age thus reducing the risk of childhood illness. This contract assists the District in meeting this goal.

MOTION:

Approve as presented

History

Time	Who	Approval
5/27/2022 1:25 PM	County Attorney	Yes
5/30/2022 9:06 AM	Grants/Hearings	Yes
5/30/2022 9:07 AM	Budget Office	Yes
5/31/2022 10:43 AM	County Manager	Yes
5/31/2022 10:56 AM	Clerk of the Board	Yes

ATTACHMENTS:
Click to download
<input type="checkbox"/> Grant Request Form
<input type="checkbox"/> Contract



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: _____

Department seeking grant: _____

Name of Granting Agency: _____

Name of Grant Program: _____

Project Name: _____

Amount requested: _____

Match amount, if applicable: _____

Application due date: _____

Anticipated award date/fiscal year: _____

What strategic priority/goal does this project address?: _____

Applicable Supervisor District: _____

Brief description of project: _____

Approval received per Policy 8.20: _____ OnBase Grant #: _____

Please select one:

- Discussion/Approve/Disapproval consent item _____
- New item requiring discussion/action _____
- Public Hearing required _____

Please select all that apply:

- Request to submit the application _____
- Retroactive approval to submit _____
- Resolution required _____
- Request to accept the award _____
- Request to approve/sign an agreement _____
- Budget Amendment required _____
- Program/Project update and information _____



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. CTR059897

ARIZONA DEPARTMENT OF HEALTH SERVICES

150 North 18th Avenue, Suite 530
Phoenix, Arizona 85007

Procurement Officer
Nicole Marquez

Project Title: Immunization Services

Begin Date: July 1, 2022

Geographic Service Area: Pinal County

Termination Date: June 30, 2027

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

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

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

Arizona Transaction (Sales) Privilege: <hr/> Federal Employer Identification No.: <hr/> Tax License No.: <hr/> Contractor Name: Pinal County Health Department Address: 971 N. Jason Lopez Circle, Bldg. D Florence, AZ 85132	<p style="text-align: center;">FOR CLARIFICATION, CONTACT:</p> Name: <u>Carey Lennon</u> Phone: <u>(520) 866-4454</u> FAX No: <u>(520) 866-2931</u> E-mail: <u>Carey.Lennon@pinal.gov</u>
<p style="text-align: center;">CONTRACTOR SIGNATURE:</p> The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.	<p style="text-align: center;">This Contract shall henceforth be referred to as Contract</p> <p>No. <u>CTR059897</u> The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.</p> <p style="text-align: center;">State of Arizona</p> <p>Signed this _____ day of _____, 202_</p> <hr/> <p style="text-align: center;">Procurement Officer</p>
Signature of Person Authorized to Sign _____ Date _____ Print Name and Title _____	<p>CONTRACTOR ATTORNEY SIGNATURE:</p> 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.
Signature of Person Authorized to Sign _____ Date _____ Print Name and Title _____	<p>Contract, No. CTR059897, 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.</p> <p>The Attorney General, BY:</p> <hr/> <p>Signature _____ Date _____</p> <p>Assistant Attorney General:</p>

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR059897	TERMS AND CONDITIONS

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR059897	

2. Contract Type.

This Contract shall be:

Fixed Price

3. Contract Interpretation.

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

4. Contract Administration and Operation.

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR059897	TERMS AND CONDITIONS

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) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), 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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR059897	TERMS AND CONDITIONS

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

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR059897	TERMS AND CONDITIONS

23-214, Subsection A.

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

5. Costs and Payments

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

5.2. Recoupment of Contract Payments.

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

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

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

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

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

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR059897	TERMS AND CONDITIONS

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR059897	TERMS AND CONDITIONS

materials shall remain with the Contractor regardless of receipt.

7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3. Force Majeure.

7.3.1. *Liability and Definition*. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

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

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

7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

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

7.3.3. *Notice*. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.3.4. *Default*. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.4. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

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.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR059897	TERMS AND CONDITIONS

- 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 section 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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR059897	TERMS AND CONDITIONS

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR059897	TERMS AND CONDITIONS

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 Agreement shall be resolved through the use of arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12 -1518, except as may be required by other applicable statutes (Title 41).

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.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR059897	TERMS AND CONDITIONS

15. 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.

16. 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.

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

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

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

18. Comments Welcome

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

19. Unique Entity Identifier (UEI) Requirement

Pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity) may receive a sub-award from ADHS unless the entity provides its Unique Entity Identifier Number to ADHS. The number can be created in SAM.gov. If already registered the UEI has been assigned and can be viewed in SAM.gov.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR059897	TERMS AND CONDITIONS

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

If applicable, the subrecipient or sub-awardee is required to abide by the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L. 109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrc.gov/>. The associated Grant Reporting Certification Form and completion instructions will be sent to the subrecipient from ADHS Program(s) responsible for the specific contract. The subrecipient or sub-awardee must return the completed form to ADHS Program(s) by the 15th of the month following that in which the award was received. Failure to complete a required Grant Reporting Certification Form may result in loss of funding.

21. 2 CFR §200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

21.1. Recipients and sub-recipients are prohibited from obligating or expanding loan or grant funds to:

21.1.1. Procure or obtain;

21.1.2. Extend or renew a contract to procure or obtain; or

21.1.3. Enter in a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

21.1.3.1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

21.1.3.2. Telecommunications or video surveillance services provided by such entities or using such equipment.

21.1.3.3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

22. Technology Replacement

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

23. Authorization for Provision of Services

Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar amount of the funds authorized. The Contractor shall only be authorized to perform services up to the amount of the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless 2) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or an additional Purchase Order is

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR059897	TERMS AND CONDITIONS

issued for purchase of services under this Agreement.

Additional Terms and Conditions for Title 2, Subtitle A, Chapter II, Part 200, Subpart C: §200.201 USE OF GRANT AGREEMENTS (INCLUDING FIXED AMOUNT AWARDS), COOPERATIVE AGREEMENTS AND CONTRACT

- 24. CIVIL RIGHTS ASSURANCE STATEMENT.** The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.
- 25. AMERICANS WITH DISABILITIES ACT OF 1990.**
- 25.1 The Contractor shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.
- 25.2 Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the Contract Manager for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation.
- 26. FEDERAL FUNDING.** Funding for these services is contingent upon the availability of federal government funding. No commitment of any kind is made by the State concerning this Grant unless there are monies provided by a federal grant. The Grantee should take this fact into consideration.
- 26.1 For the purposes of this Grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$250 or greater.
- 26.2 Grantee agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every year. Grantee agrees that funds will not be used for the construction of new facilities.
- 26.3 Grantee agrees to follow equipment disposition policies as determined by the Federal Awarding Agency at Award Completion or as depicted in the State of Arizona Accounting Manual. Grantee also agrees to follow the directives in ADHS Property and Procedure Policy FIN 111.
- 26.4 Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must: Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated; Be incorporated into the official records of the non-Federal entity; Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities (for IHE, this per the IHE's definition of IBS); Encompass both federally assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy; Comply with the established accounting policies and practices of the non-Federal entity (See paragraph above for treatment of incidental work for IHEs.; and Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes only.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR059897	

- 26.5 Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADHS-approved advance payments.
- 26.6 The final request for reimbursement of grant funds must be received by the ADHS no later than sixty (60) days after the last day of the award period.
- 26.7 All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 26.8 Grantee agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award unless funding guidelines permit funds to be used at a future date.
- 26.9 Grantee agrees to remit all unexpended grant funds to the ADHS within thirty (30) days of written request from the ADHS.
- 26.10 Grantee agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the State of Arizona Accounting Manual (SAAM) located at the following website. <https://gao.az.gov/publications/saam> Interest earned in excess of allowable limits must be remitted to the ADHS within thirty (30) days after receipt of a written request from the ADHS.
- 26.11 Grantee agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the ADHS.
- 26.12 Grantee agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the ADHS.
- 26.13 No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
- 26.14 Grantee agrees that grant funds are not to be expended for any indirect costs that may be incurred by Grantee for administering these funds unless explicitly approved in writing by the ADHS. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the Grantee.
- 26.15 Grantee will comply with the audit requirements of OMB Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards and provide the ADHS with the Single Audit Report and any findings within ninety (90) days of receipt of such finding(s). If the report contains no findings, the Grantee must provide notification that the audit was completed. All completed Single Audits should be uploaded in the format specified to the Federal Audit Clearinghouse no later than nine months after the entities fiscal year-end at the attached **Link:** <https://harvester.census.gov/facweb/default.aspx/>
- 26.16 Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
- 26.17 Grantee agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR059897	

Link: *System for Award Management* <https://www.sam.gov/portal/public/SAM/>

- 26.18 Grantee agrees to ensure that, no later than the due date of the Grantee's first financial report after the award is made, Grantee and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
- 26.19 GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
- 26.20 Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.
- 26.21 GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR059897	PRICE SHEET

1. Background

The Arizona Immunization Program Office (AIPO) has contracted with County Health Departments (Contractor) since 1993 to provide immunization-related services. The Scope of Services reflects activities necessary to reach the national immunization goals and objectives outlined by the Centers for Disease Control and Prevention (CDC) and the [U.S. Department of Health and Human Services Healthy People website](#). All objectives and related activities identified in this Scope of Services include the Contractor as well as all public health entities involved with immunizations within the Contractor's jurisdiction.

2. Objective

- 2.1 Enhance program stewardship and accountability for all publicly-purchased vaccine in support of the Vaccines for Children Program (VFC) and the Vaccines for Adults Program (VFA);
- 2.1 Provide vaccines to children and adults in accordance with recommendations of the CDC Advisory Committee on Immunization Practices (ACIP);
- 2.2 Assess and improve immunization coverage levels for children and adults;
- 2.3 Assure access to vaccines for eligible populations in Arizona; and
- 2.4 Prevent and control Vaccine-Preventable Diseases (VPD).

3 Scope of Service

The services shall be provided throughout the Contractor's jurisdiction. The Tasks described herein are provided to outline the services required and shall not be considered to be either comprehensive or restrictive to innovation or creativity on the part of the Contractor in the preparation of the work plan. The tasks, activities and deliverables shall be performed according to the state fiscal funding year of July - June.

4 Tasks

The Contractor shall provide:

- 4.1 Activity One (1) - Immunization Action Plan (IAP)
 - 4.1.1 Develop and implement an annual IAP to ensure that immunization coverage levels in the County's child, adolescent, and adult populations improve for both public and private health care recipients. Evidence-based strategies can be taken from the CDCs "[The Community Guide](#)" chapter on [Vaccination](#). At a minimum, the IAP must contain the following:
 - 4.1.1.1 The current delivery method of immunization services in the public sector to include the number of immunization clinics, the location of clinics, the dates and times of clinics, and documentation of any changes made to delivery services for the purpose of increasing immunization coverage levels;
 - 4.1.1.2 The identified strategies to assist and coordinate efforts to provide immunizations to the community, to include county-specific time frames and process for conducting Reminder/Recall activities;
 - 4.1.1.3 The identification of low or lagging vaccination coverage among children, adolescents, adults, special populations and pockets of need relevant to Contractor's jurisdiction, using best available evidence and data including State reports and locally gathered statistics; and
 - 4.1.1.4 A description of how activities will accomplish the objectives and tasks within this Scope of Work and address low or lagging coverage rates.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR059897	PRICE SHEET

- 4.1.2 Share the IAP and Immunization Quality Improvement for Providers (IQIP) Assessment Reports with the Medical Director, Local Health Officer (LHO), and/or other staff for review and/or approval as dictated by county health department protocol.
- 4.2 Activity Two (2) - Child and Adolescent Immunizations
 - 4.2.1 Collaborate with public and private sector organizations, such as the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), to promote child and adolescent immunizations in an effort to raise coverage levels, striving to reach Healthy People immunization rates located at [U.S. Department of Health and Human Services Healthy People website](https://www.hhs.gov/healthypeople/). The Contractor shall:
 - 4.2.1.1 Be enrolled as a VFC provider and comply with the program requirements as defined in the [Arizona VFC Program Provider Enrollment Agreement, the Arizona VFC Operations Guide](#) and AIPO directives on appropriate use of 317 funded vaccine;
 - 4.2.1.2 Be responsible for compliance with VFC storage, handling, and administration requirements and for preventing any loss or wastage of its vaccine used in clinics sites or other venues;
 - 4.2.1.3 Provide immunizations to eligible children and adolescents, zero through eighteen (0-18) years of age, in accordance with ACIP recommendations;
 - 4.2.1.4 Distribute an immunization record to those who are immunized; may use the Arizona Lifetime Immunization Record Card (LIRC), an immunization record produced from Arizona State Immunization Information System (ASIS), or a record produced from a county-specific software program. The LIRC may be ordered by using the [Forms Request Order form](#) located at <https://www.azdhs.gov/documents/preparedness/epidemiology-disease-control/immunization/forms-request.pdf>.
 - 4.2.1.5 In collaboration with AIPO staff, participate in and complete an annual on-site VFC compliance visit of contractor clinics/sites that receive publicly purchased vaccine from the State. The Contractor shall use [The Standards for Child and Adolescent Immunization Practices](#) and the [CDC General Best Practice Guidelines for Immunization](#) to assist with development of clinic policy and procedures. The compliance visit shall include:
 - 4.2.1.5.1 A review of clinic immunization practices (documentation) and clinic vaccine management practices, to include ordering, inventory management, storage and handling, checking for VFC eligibility and reporting data to ASIS;
 - 4.2.1.6 Participate, when able, in The Arizona Partnership for Immunization (TAPI) coalition's Community Awareness and Provider Awareness committees. Counties must contract TAPI to schedule; and
 - 4.2.1.7 Enhance VFC vaccination capacity. Funds can be utilized for staffing, materials/supplies, equipment, and travel related to efforts to successfully vaccinate children within the community.
- 4.3 Activity Three (3) - Adult Immunizations
 - 4.3.1 Collaborate with public and private sector organizations, as funding and vaccines become available, to promote adult immunizations in an effort to raise adult immunization coverage levels, striving to reach [Healthy People](#) immunization rates. The Contractor shall:

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR059897	PRICE SHEET

- 4.3.1.1 If participating in the VFA program, be enrolled as a VFA provider and comply with the program requirements as defined in the [Arizona VFA Program Provider Enrollment Agreement](#), the [Arizona VFA Operations Guide](#) and AIPO directives on appropriate use of 317 funded vaccine;
- 4.3.1.2 Be responsible for compliance with VFA storage, handling, and administration requirements and for preventing any loss or wastage of its vaccine used in clinics, sites, or other venues;
- 4.3.1.3 Provide immunizations to eligible adults, nineteen years of age and older (19+), in accordance with ACIP recommendations;
- 4.3.1.4 Distribute an immunization record to those who are immunized; may use the LIRC, an immunization record produced from ASIIS, or a record produced from a county-specific software program. The LIRC may be ordered by using the [Forms Request Order form](#);
- 4.3.1.5 Use the [Standards for Adult Immunization Practices](#) to develop and implement strategies to increase immunization rates of special adult populations, such as, but not limited to, college students, educators, healthcare workers, and child care employees;
- 4.3.1.6 In collaboration with AIPO staff, participate in and complete an annual on-site VFA compliance visit of contractor clinics/sites that receive publicly purchased vaccine from the State. The Contractor shall use [The Standards for Adult Immunization Practices](#) and the [CDC General Best Practice Guidelines for Immunization](#) to assist with development of clinic policy and procedures. The compliance visit shall include:
 - 4.3.1.6.1 A review of clinic immunization practices (documentation) and clinic vaccine management practices, to include ordering, inventory management, storage and handling, checking for VFA eligibility and reporting data to ASIIS.
- 4.3.1.7 Participate, when able, in The Arizona Partnership for Immunization (TAPI) coalition's Community Awareness and Provider Awareness committees. Counties must contact TAPI to schedule.

4.4 Activity Four (4) - Arizona State Immunization Information System (ASIIS)

- 4.4.1 Enroll in ASIIS (<https://asiis.azdhs.gov>) and use this state registry system to place publicly-purchased vaccine orders; manage inventory of publicly-purchased vaccine; report, within thirty (30) days of administration date, immunizations administered to all children and adults who consent to entry into ASIIS; and retrieve information reported by other Arizona providers.
 - 4.4.1.1 Adhere to ARS§ 36-135, ARS§ 36-674, and Arizona Administrative Code (AAC) R9-6-701-708 and R9-5-304-305 located at: <http://www.azleg.gov/ArizonaRevisedStatutes.asp>
 - 4.4.1.2 Adhere to guidelines posted at the ASIIS website (<http://azdhs.gov/phs/asiis/>);
 - 4.4.1.3 Refer to the VFC and VFA Operations Guides;
 - 4.4.1.4 Ensure internet access for program personnel who will be using ASIIS;
 - 4.4.1.5 Submit any and all immunization staff changes to ASIIS within five (5) business days. Staff members who are no longer employed by the Contractor will be inactivated. Contractor will use the most current VFC/VFA Profile Change Form when submitting changes. The ASIIS Pledge to Protect Confidential Information form is verified online annually through the ASIIS system.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR059897	PRICE SHEET

4.5 Activity Five (5) - Immunization Quality Improvement

4.5.1 AIPO will provide quality improvement assistance to the Contractor, on an annual basis, as part of the IQIP program. As part of the IQIP requirements, the Contractor shall receive the following assistance:

4.5.1.1 AIPO staff will schedule individual time for each county to conduct an annual in-person site visit to include an ASIIS-based coverage rate report for children ages twenty-four through thirty-five (24-35) months and for adolescents aged thirteen (13) years, including a list of patients not up-to-date. The visit will include a discussion of current immunization practices and quality improvement goals,

4.5.1.2 Phone-based check-in calls at two (2) months and six (6) months post-site visit to include a discussion of the quality improvement objectives and any technical assistance requested by the Contractor, and

4.5.1.3 An email-based check-in at twelve (12) months post site visit, to include a follow-up coverage rate assessment, a discussion of progress toward quality improvement goals and any other technical assistance requested by the Contractor.

4.6 Activity Six (6) - Reminder/Recall Activities

4.6.1 Conduct Reminder/Recall activities within time frames identified by the contractor in the IAP. Reminder/Recall activities will include notification to parents/guardians of all children and adolescents served by the county. These activities will include, but not be limited to, reminders of when the next vaccination visit is due, as well as recall of any children and adolescents who are overdue for vaccinations, or who have missed an immunization visit,

4.6.2 May conduct Reminder/Recall activities for adults served by the County. These activities may include, but not be limited to, reminders of when the next vaccination visit is due, as well as recall of any adults who are overdue for vaccinations, or who have missed an immunization visit, and

4.6.3 If selected as one (1) of the IAP objectives, report Reminder/Recall activities and efforts in the Quarterly Progress Report and make reports available to AIPO during any compliance and/or review visits.

4.7 Activity Seven (7) - Perinatal Hepatitis B Case Management

4.7.1 Implement Perinatal Hepatitis B program activities designed to prevent the spread of the hepatitis B virus (HBV) from mother to newborn. The contractor shall comply with Chapter Eight (8) of the Perinatal Hepatitis B Prevention Program Manual (<http://azdhs.gov/phs/immunization/perinatal-hepatitis-b.htm>) and appoint a primary and back up Perinatal Hepatitis B coordinator. Office of Infectious Disease Services (OIDS) will provide the Contractor with county-specific information on HBsAg-positive (HBsAg+) identified pregnant women and infants. The Contractor shall then conduct the following activities and provide the state Perinatal Hepatitis B program with data on case management and services provided to the County's perinatal hepatitis B cases:

4.7.1.1 Provide high-risk case management, including home visits if necessary, to assure that all infants born to HBsAg+ mothers (including infants born to mothers whose HBV status is unknown or under investigation) are offered appropriate prophylactic treatment after birth;

4.7.1.2 Provide high-risk case management, including home visits if necessary, to assure infants born to positive mothers receive time appropriate subsequent doses of hepatitis B vaccine and receive post vaccination serologic testing (PVST) at nine to twelve (9-12)

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR059897	PRICE SHEET

months of age (or one (1) to two (2) months after the final dose of the vaccine series, if the series is delayed);

4.7.1.3 Implement measures to assure that all identified household/sexual contacts of HBsAg+ mothers in the County are offered testing (to include HBsAg and anti-HBs) for susceptibility and immunized if susceptible; and

4.7.1.4 Report to OIDS, at least quarterly, in an AIPO-provided format, data specified in [Chapter eight \(8\) of the Perinatal B Prevention Program Manual](#) on HBsAg+ women, their contacts, and infants born to HBsAg+ women.

4.8 Activity Eight (8) - Community Outreach Education

4.8.1 As staffing and identified needs allow, promote immunizations, in partnership with public and private sector organizations, by using educational materials, social media, newsletters, communicable disease bulletins, websites, email list services, and other outreach methods. If outreach education is selected as an IAP objective, then document these activities in the Quarterly Progress Report;

4.8.2 Conduct activities, as staffing allows, at immunization clinics to promote and increase attendance of children, adolescents, and adults, as appropriate, during events such as National Infant Immunization Week (NIIW) in April, Child Health Month (October), National Immunization Awareness Month (August), Influenza Vaccination Week (December), and other immunization promotional events;

4.8.3 If identified as an IAP objective, and when possible, include copies or samples of promotional efforts and activities (flyers, website postings, advertisements, etc.) with the Quarterly Progress Report and/or make available to AIPO during any compliance and/or review visits.

4.9 Activity Nine (9) - Healthcare Provider Education

4.9.1 Coordinate and/or provide, upon request or identified need, immunization education programs for staff of private medical offices and clinics, hospitals, schools, or other immunization administration sites. Suggested program topics include, but are not limited to, vaccine administration, immunization schedules, immunization assessments, immunization registry/tracking, and vaccine storage and handling;

4.9.2 If provider education is identified as an IAP objective, and if education is provided, document these activities in the Quarterly Progress Reports, and

4.9.3 Attendance sheets and/or program agenda and handouts will be retained by the Immunization Coordinator for a minimum of two (2) years and are to be made available to AIPO during any compliance and/or review visits.

4.10 Activity Ten (10) – County Health Department Immunization Staff Education

4.10.1 Ensure that immunization program staff members view the CDC Epidemiological and Prevention of Vaccine-Preventable Diseases (Pink Book) program upon orientation;

4.10.2 Share immunization information received from ADHS, CDC, TAPI and/or other agencies with immunization program staff members;

4.10.3 Ensure that, on a yearly (reporting year) basis, the County Immunization Program Coordinator, or appropriate substitute, attends or participates in four (4) quarterly Immunization Services Meetings (ISM) and the annual conference conducted by AIPO, and one (1) additional immunization education program offered in person or remotely by ADHS, CDC, or other recognized community, local, state or federal immunization partner;

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
CTR059897	

4.10.4 Maintain staff records of education course attendance/completions for a minimum of two (2) years. Course completion certificates may be obtained from the entity or facility providing the education or may be on a county-specific form.

4.11 Activity Eleven (11) - Vaccine Adverse Event Reporting System (VAERS)

4.11.1 Comply with the immunization provider responsibilities as defined in the National Childhood Vaccine Injury Act located at:
<http://www.cdc.gov/vaccinesafety/ensuringsafety/history/index.html/>.

4.11.1.1 Submit reports of adverse reactions or events that occurred specific to the Contractor's vaccine administration sites to the electronic VAERS located at:
<http://vaers.hhs.gov/index/> within seventy-two (72) hours of notification of the adverse event; and

4.11.1.2 Follow-up on any reports as requested by CDC or AIPO.

4.12 Activity Twelve (12) - (At the Contractor's Option) School/Child Care Immunization Data Reports

4.12.1 It is the responsibility of schools and child care facilities to complete and submit the annual IDRs to AIPO. The Contractor is encouraged, when able, to support and work directly with school and child care facilities to improve compliance with state immunization requirements as specified by the Arizona Revised Statutes (A.R.S.) and Arizona Administrative Code, and assist with the submission of required reports in the format prescribed by AIPO/ADHS and posted at <http://azdhs.gov/phs/immunization/school-childcare/data-reports.htm>. IDR data is posted on the ADHS website, but upon request, AIPO will provide the Contractor with a list of county-specific schools and child care centers that might need assistance with compliance or have not submitted the IDR. Assistance may include on-site visits to provide education and technical support. If on-site assistance is provided, the Contractor shall incorporate one (1) or more of the following tasks:

4.12.1.1 Review immunization records;

4.12.1.2 Assist the site in completing a [Referral Notice of Inadequate Immunization](#) for each under-immunized child; and

4.12.1.3 Complete and submit the site's IDR for each grade level as required by AIPO/ADHS.

4.13 Activity Thirteen (13) – (At the Contractor's Option) Immunization Data Report (IDR) Validation

4.13.1 Support AIPO/ADHS, if able, in completing CDC-selected school and/or child care IDR validations. Work will include on-site visits to assess the immunization status of each state-required immunization for thirty (30) randomly-selected students within the designated grade. Contractor will also note the number and types of exemptions and if exemptions are completed and valid (submitted on state-approved forms). Data shall be collected on a standard form provided by AIPO. Data shall be sent to AIPO to consolidate for state validation.

5 Requirements

The activities in this Agreement shall be performed by the Contractor, or its partners, for the purpose of increasing immunization coverage levels of children zero through eighteen (0–18) years of age and adults nineteen (19) years of age and older in both the public and private sectors of health care. Funds shall be used for immunization-related services and activities and in accordance with any federal and state regulations.

6 Deliverables

The Contractor shall:

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR059897	PRICE SHEET

- 6.1** Complete and submit, within thirty (30) days (but no later than forty-five (45) days) of the new reporting year, an Annual Immunization Action Plan (IAP);
- 6.2** Complete and submit, within thirty (30) days (but no later than forty-five (45) days) of the end of each quarter, a quarterly Contractor's Expenditure Report (CER), with supporting documentation, listing all immunization activities and reports for which reimbursement is due (refer to Exhibit One, Scheduled Reports Delivery) The Contractor is expected to use the funds received from the CER for immunization-related services and activities and in accordance with federal and state regulations;
- 6.3** Complete and submit, within thirty (30) days (but no later than forty-five (45) days) of the end of each quarter, a Quarterly Progress Report (refer to Exhibit One, Scheduled Reports Delivery).

7 Notices, Correspondence, and Reports

- 7.1 Notices, correspondence, reports and CERs to include invoices, receipts and all supporting documentation from the Contractor to ADHS shall be sent to:

Contract Management Specialist
 Immunization Program Office
 Arizona Department of Health Services
 150 N. 18th Avenue, Suite 260
 Phoenix AZ 85007
 Telephone: (602) 364-3626
 Fax: (602) 364-3285

David Reyman
 Contract Management Specialist
David.reyman@azdhs.gov

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

Pinal County Health Services District
 Attn: Immunization Coordinator
 971 N. Jason Lopez Circle, Bldg. D
 Florence, AZ 85132
 Phone: (520) 866-4454
 Email: Carey.Lennon@pinal.gov

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
CTR059897	

Activity	Frequency	Unit Rate	Unit of Measure	Total
Total Personnel/ERE; Salary/Fringe – May claim only salary and fringe benefits for immunization program staff/other staff who work to meet contract requirements	Yearly	N/A	Total	Up to \$50,000.00
Immunization Visit for children zero (0) to eighteen (18) years of age who meet VFC eligibility requirements. Do not include visits for insured children.	Quarterly	\$50.00	Per Visit	As approved by ADHS and authorized by purchase order
Immunization Visit for adults nineteen (19) years of age and older who meet VFA eligibility requirements. Do not include visits for insured adults	Quarterly, when specific VFA funds are available	\$50.00	Per Visit	
Immunization Completion report for children zero (0) to twenty-four (24) months of age for the 4:3:1:3:3:1:4 series	Quarterly	\$100.00	Per Series Completion	
Perinatal Hepatitis B Case Management – Prenatal	Quarterly	\$300.00	Per Case	
Perinatal Hepatitis B Case Management – Postnatal	Quarterly	\$200.00	Per Case	
Immunization Visit for Flu Vaccine, in children and adults who meet VFC and VFA eligibility requirements. Do not include visits for insured children or adults.	When specific pan flu vaccine funds are available	\$50.00	Per Visit	
IDR Submission – Preparation and Submittal of School/Child Care IDR by CHD nurse or in cooperation with school/child care personnel	Optional	\$250.00	Each/per grade level IDR	
IDR Validation – On-site visit to schools/child care facilities to validate IDR submission data	Optional	\$50.00	Each/per grade level validation	

*Prices may be reviewed and adjusted annually over the term of the Agreement

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT ONE (1)
CTR059897	

Scheduled Reports Delivery

Reports	Due Date (based on State Fiscal Year Funding of July – June)
IAP	August 30 th (No later than September 15)
Quarterly Progress Reports	1 st Quarter – October 30 th (No later than Nov. 15) 2 nd Quarter – January 30 th (No later than Feb. 15) 3 rd Quarter – April 30 th (No later than May 15) 4 th Quarter – July 30 th (No later than Aug. 15)
CERs to include pertinent documentation, such as Hepatitis B Line Listing Reports, VFC and VFA visit reports, Payroll expense reports, time sheets, completion/coverage level reports, IDR Submission form/copies, IDR Validation forms	1 st Quarter – October 30 th (No later than Nov. 15) 2 nd Quarter – January 30 th (No later than Feb. 15) 3 rd Quarter – April 30 th (No later than May 15) 4 th Quarter – July 30 th (No later than Aug. 15)

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR059897	EXHIBIT TWO (2)

Fee for Service Definitions

1. Fixed Price

1.1. Immunization Administration

1.1.1. "Immunization Visits Fee" is the rate paid to supplement the county-specific administration cost for each child immunization visit. The fee will only be applied to VFC and VFC eligible visits and should not be used for private insurance visits. When able, please use ASIIS reports such as the ASIIS Vaccines for Children Accountability Log, VFC Vaccination Breakdown Report, or the Vaccination total report as a source documents when submitting the quarterly CER. CHD's may also use internal electronic medical report (EMR) documents to report visits.

1.1.2. "Completions" is the rate paid for each child who completes (receives valid dose of) four (4) DTaP, three (3) Polio, one (1) MMR, three (3) Hib, three (3) Hep B, and one (1) Varicella, and four (4) Pneumococcal vaccines by twenty-four (24) months of age. Contractor is advised that this immunization completion series is subject to change based on future CDC and AIPO requirements or recommendations. When able, please use ASIIS reports such as ASIIS Coverage Data Report as source documents when submitting the quarterly CER.

1.2. Perinatal Hepatitis B Case Management

Perinatal Hepatitis B Case Management spans from the mother's initial interview through to completion of all preventive services for the infant and the household/sexual contacts. It is anticipated that cases should not take more than eighteen (18) months to complete.

Agreement payment for each case will be paid in two (2) increments, depending upon completion of prenatal and postnatal services:

1.2.1. "Pre-Natal Management" is the rate paid to include date of initial client interview, identification of household and sexual contacts, testing and/or immunization of contacts or documentation of previous services or refusal of services. All services will be reported in an AIPO-provided format. A report of services completed, in an AIPO-provided format, shall accompany the quarterly CER.

1.2.2. "Post-Natal Management" is the rate paid to include obtaining name of birth hospital, infant's name, date of birth (DOB), birth weight, date of administration of Hepatitis B Immune Globin and Hepatitis B and the name of the infant's healthcare provider. The rate also includes obtaining subsequent dates for the remaining two (2) doses of Hepatitis B vaccine as well as the dates and results of post serology follow-up or documentation of refusal.

Per CDC guidelines ([refer to Hepatitis B Manual identified in Activity 2.1](#)) infants born to HBsAg positive mothers should receive Hepatitis B optimally by six (6) months of age (and more that twenty-four (24) weeks) of age. All services will be reported in an AIPO-provided format. A report of services completed on an AIPO-provided format shall accompany the quarterly CER.

1.3. Immunization Data Report (IDR) Submission (Optional)

1.3.1 An "Immunization Data Report (IDR)" is an AIPO-designed form used to collect enrollment and immunization information from schools, child care centers, and Head Start Programs about children in an age group or at a grade level required by ADHS. Information about the IDR and a link to the survey site can be found on the AIPO website at <http://www.azdhs.gov/phs/immunization/school-childcare/data-reports.htm>. IDRs shall include the number of children enrolled, the number of enrolled children who have proof of each required immunization dose, and the number of enrolled children who have exemptions from state required immunizations. Schools and child care centers are required to submit an annual Immunization Data Report by November 15th per A.R.S.§15-874, and A.C.C R9-6-707.

1.3.2 "Immunization Data Report Submission" is the rate compensated for submitting an IDR report per child

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT TWO (2)
CTR059897	

care center or per grade level for a school. This rate includes at least one (1) site visit to the school or child care center by the CHD nurse in cooperation with school/child care personnel, and documentation of the completed Immunization Data Report. Documentation of electronic submission is satisfied by indicating the following in the comments field of the IDR survey:

- 1.3.2.1 Name of the County personnel who assisted;
- 1.3.2.2 Time and Date of visit; or
- 1.3.2.3 Approximate time/hours of assistance provided.

1.4 Immunization Data Report Validation (Optional)

1.4.2 IDR Validation is a process by which state and/or county personnel visit a sample of schools and/or child care centers assigned by the Centers for Disease Control and Prevention – Assessment Branch and validate student immunization records. Thirty (30) students from the designated grade(s) are randomly chosen and the immunization status is recorded on a form designed by AIPO. AIPO then assesses aggregate validation data. AIPO traditionally uses ninety percent (90%) or ninety-five (95%) confidence interval with a minimum level of precision of 0.02 – 0.03.

1.4.2.1 IDR Validation is a rate compensated for completion and submission of an IDR Validation to AIPO per grade level for a school or child care center. This rate includes on site visit to the school or child care center by the County personnel and completion of validation. To be compensated for an IDR Validation, county personnel shall claim the number of audits completed on their CER. The CER data will be confirmed/verified by the AIPO Epi Assessment Coordinator.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT THREE (3)
CTR059897	

Exhibit - 2 CFR 200.332

§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Prime Awardee:	Arizona Department of Health Services
UEI#	QMWUG1AMYF65
Federal Award Identification (Grant Number):	5 NH23IP922599-03-00
Subrecipient name (which must match the name associated with its unique entity identifier):	Pinal County
Subrecipient's unique entity identifier (UEI #):	GX4FM9VQD7W3
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	NH23IP922599
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	
Subaward Period of Performance Start and End Date:	07/01/2019-06/30/2024
Subaward Budget Period Start and End Date:	07/01/2022-06/30/2023
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	\$216,513.00
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):	\$4,471,666.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$7,757,534.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	CDC-RFA-IP19-1901 Immunizations vaccines for children
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Centers for Disease Control and Prevention
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	93.268 Immunization Cooperative Agreement
Identification of whether the award is R&D	<input type="radio"/> Yes <input checked="" type="radio"/> No
Indirect cost rate for the Federal award (including the de minimis rate is charged) per § 200.414	



PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

June 8, 2022 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 82

Dept. #: 359

Dept. Name: Public Health

Director: Tascha Spears

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Award Agreement CTR059650 between the Arizona Department of Health Services' Well Woman Health Check Program and the Pinal County Public Health Services District beginning June 1, 2022, ending June 30, 2022, for \$156,550. This project reimburses the District for costs associated with providing breast and cervical cancer screening for women in Pinal County whose income does not exceed 250% of the Federal Poverty Level. (Carey Lennon/Tascha Spears)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

This program is part of the Public Health Services District annual budget and therefore has no impact to the General Fund.

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

This program provides breast and cervical cancer screening for women in Pinal County whose income does not exceed 250% of the Federal Poverty Level, is a permanent resident of Arizona, and is uninsured or under-insured. The Well Woman Health Check Program is part of the National Breast and Cervical Cancer Early Detection Program.

MOTION:

Approve as presented.

History

Time	Who	Approval
5/27/2022 1:21 PM	County Attorney	Yes
5/31/2022 7:26 AM	Grants/Hearings	Yes
5/31/2022 8:44 AM	Budget Office	Yes
5/31/2022 9:34 AM	County Manager	Yes
5/31/2022 10:56 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

[Grant Request Form](#)

[Contract](#)



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: _____

Department seeking grant: _____

Name of Granting Agency: _____

Name of Grant Program: _____

Project Name: _____

Amount requested: _____

Match amount, if applicable: _____

Application due date: _____

Anticipated award date/fiscal year: _____

What strategic priority/goal does this project address?: _____

Applicable Supervisor District: _____

Brief description of project: _____

Approval received per Policy 8.20: _____ OnBase Grant #: _____

Please select one:

- Discussion/Approve/Disapproval consent item _____
- New item requiring discussion/action _____
- Public Hearing required _____

Please select all that apply:

- Request to submit the application _____
- Retroactive approval to submit _____
- Resolution required _____
- Request to accept the award _____
- Request to approve/sign an agreement _____
- Budget Amendment required _____
- Program/Project update and information _____

UNIFORM TERMS AND CONDITIONS

CONTRACT NO: CTR059650

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *“Attachment”* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *“Contract Amendment”* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *“Contractor”* means any person who has a Contract with the State.
- 1.5. *“Days”* means calendar days unless otherwise specified.
- 1.6. *“Exhibit”* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *“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.
- 1.8. *“Materials”* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. *“Procurement Officer”* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *“Services”* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *“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 the Contract.
- 1.12. *“State”* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *“State Fiscal Year”* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. 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.
- 2.3. 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:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;

UNIFORM TERMS AND CONDITIONS
CONTRACT NO: CTR059650

- 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits; and
 - 2.3.7. Documents referenced or included in this document.
- 2.4. 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.
- 2.5. 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.
- 2.6. 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 and no other understanding either oral or in writing shall be binding.
- 2.7. 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. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "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 at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. 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.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise, or promote information for commercial benefit concerning this Contract without the prior written approval of the

UNIFORM TERMS AND CONDITIONS
CONTRACT NO: CTR059650

Procurement Officer.

- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property; Other Funding. The Parties to this Contract agree that any Intellectual Property developed by Contractor and its successor will be the property of the Contractor, its member institutions, and its successor pursuant to the policies and procedures of the Contractor, its member institutions, and its successor.
- 3.9. 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.
- 3.10. 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.
- 3.11. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. 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 invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
 - 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 4.3.2. 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 such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.3.3. Tax Indemnification. 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 and 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.
 - 4.3.4. IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

UNIFORM TERMS AND CONDITIONS
CONTRACT NO: CTR059650

- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1. Accept a decrease in price offered by the contractor;
- 4.5.2. Cancel the Contract; or
- 4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

- 5.1. Amendments. 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 within the scope of the Contract. 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 a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment 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.

6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase 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.
- 6.2. Indemnification
- 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 6.2.2. 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."

UNIFORM TERMS AND CONDITIONS
CONTRACT NO: CTR059650

- 6.3. Indemnification - Patent and Copyright. 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 Contract performance or use by the State of materials furnished 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. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure.
- 6.4.1. 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; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2. Force Majeure shall not include the following occurrences:
- 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2. 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
- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. 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 results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4. 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.
- 6.5. 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, toward fulfillment of this Contract.

7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2. Fit for the intended purposes for which the materials are used;

UNIFORM TERMS AND CONDITIONS
CONTRACT NO: CTR059650

- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. 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.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract 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.
 - 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. 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 under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
 - 8.2.1. 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 period(s) of days indicated by the State after the order is delivered to the Contractor. 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.
 - 8.2.2. 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.
- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State

UNIFORM TERMS AND CONDITIONS
CONTRACT NO: CTR059650

may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. 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.

- 9.2. 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 or securing the Contract, an amendment to the Contract, or 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.

- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor 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. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

- 9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any 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. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor

UNIFORM TERMS AND CONDITIONS
CONTRACT NO: CTR059650

shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

SPECIAL TERMS AND CONDITIONS

CONTRACT NO: CTR059650

1. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona, Department of Health Services (ADHS) intends to establish a Contract for the materials or services as listed herein.

2. Term of Contract (1 Year)

The term of any resultant Contract shall commence on date of award and shall continue for a period of one (1) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

3. Contract Extensions (2 Year Maximum)

The Contract term is for a one (1) year period subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed two (2) years.

4. Contract Type

Cost Reimbursement

5. Licenses

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

6. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the Contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

7. Key Personnel

- 7.1. It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions.
- 7.2. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
- 7.3. Key personnel not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.

8. Pricing

Most-Favored Customer - Throughout the life of the contract, the Contractor shall always offer the State the Most-Favored Customer or Highest Tier Customer price discount rate on contracted product(s) concurrent with a published price discount rate made to other Customers (both Private and Public sectors). The Contractor shall extend to the State that most-favored customer or Highest Tier Customer price discount on all new product lines during the life of the contract.

SPECIAL TERMS AND CONDITIONS

CONTRACT NO: CTR059650

9. Non-Exclusive Contract

This Contract is issued with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

10. Volume of Work

The ADHS does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

11. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the ADHS or the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

12. Order Process

The award of a Contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under Contract with ADHS is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

13. Contractor Performance Reports

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the ADHS Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Procurement Specialist for approval of the plan.

14. Payment Procedures

- 14.1. ADHS accounting will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.
- 14.2. The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them to the ADHS Accounting Office for payment.
- 14.3. If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring Contract rights and responsibilities to the new Contractor. ADHS must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

15. Financial Management

- 15.1. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for Arizona Department of Health Services funded programs shall be used by the Contractor in the management of Contract funds and by the ADHS 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.
- 15.2. State Funding. Contractors receiving state funds under this Contract shall comply with the certified Compliance provisions of A.R.S. § 35-181.03.

SPECIAL TERMS AND CONDITIONS

CONTRACT NO: CTR059650

15.3. 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) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

16. Inspection and Acceptance

All services, data and required reports are subject to final inspection, review, evaluation and acceptance by the ADHS. The ADHS may withhold payment for services that are deemed to not meet Contract standards.

17. Authorization for Services

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

18. Indemnification Clause

18.1. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 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 such 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 shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor 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 Contractor 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 Contractor for the State of Arizona.

18.2. This indemnity shall not apply if the Contractor or Sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

19. Insurance Requirements

19.1. Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors; and

19.2. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

SPECIAL TERMS AND CONDITIONS
CONTRACT NO: CTR059650

19.3. **Minimum Scope and Limits of Insurance**

Contractor shall provide coverage with limits of liability not less than those stated below.

19.3.1. Commercial General Liability (CGL) – Occurrence Form

19.3.1.1. Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

19.3.1.1.1. General Aggregate – Completed Operations Aggregate \$2,000,000

19.3.1.1.2. Products – Completed Operations Aggregate \$1,000,000

19.3.1.1.3. Personal and Advertising Injury \$1,000,000

19.3.1.1.4. Damage to Rented Premises \$50,000

19.3.1.1.5. Each Occurrence \$1,000,000

19.3.1.2. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, and

19.3.1.3. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

19.3.2. Business Automobile Liability

19.3.2.1. Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

19.3.2.1.1. Combined Single Limit (CSL) \$1,000,000

19.3.2.2. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

19.3.2.3. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

19.3.3. Workers' Compensation and Employers' Liability

19.3.3.1. Workers' Compensation Statutory

19.3.3.2. Employers' Liability

19.3.3.2.1. Each Accident \$1,000,000

19.3.3.2.2. Disease – Each Employee \$1,000,000

SPECIAL TERMS AND CONDITIONS

CONTRACT NO: CTR059650

19.3.3.2.3. Disease – Policy Limit \$1,000,000

19.3.3.3. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

19.3.3.4. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

19.3.4. Professional Liability (Errors and Omissions Liability)

19.3.4.1. Each Claim \$2,000,000

19.3.4.2. Annual Aggregate \$2,000,000

19.3.4.3. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed; and

19.3.4.4. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

19.4. **Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

19.4.4. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E); and

19.4.5. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

19.5. **Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (ADHS, 150 N. 18th Ave, Suite 530, Phoenix, AZ 85007).

19.6. **Acceptability of Insurers**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

SPECIAL TERMS AND CONDITIONS

CONTRACT NO: CTR059650

19.7. Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

19.7.1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement;

19.7.2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract;

19.7.3. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

19.8. Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

19.9. Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

19.10. Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

20. Health Insurance Portability and Accountability Act of 1996

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

20.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a

SPECIAL TERMS AND CONDITIONS

CONTRACT NO: CTR059650

HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

21. Pandemic Contractual Performance

- 21.1. The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at any time prior or post award of a Contract. At a minimum, the pandemic performance plan shall include:
- 21.1.1. Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce;
 - 21.1.2. Alternative methods to ensure there are products in the supply chain; and
 - 21.1.3. An up to date list of company contacts and organizational chart.
- 21.2. In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights:
- 21.2.1. After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections, if the Contractor cannot perform to the standards agreed upon in the initial terms;
 - 21.2.2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code; and
 - 21.2.3. Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided Contract(s).
- 21.3. The State, at any time, may request to see a copy of the written plan from the Contractor. The Contractor shall produce the written plan within seventy-two (72) hours of the request.

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

If applicable, the subrecipient or sub-awardee is required to abide by the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L. 109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrc.gov/>. The associated Grant Reporting Certification Form and completion instructions will be sent to the subrecipient from ADHS Program(s) responsible for the specific contract. The subrecipient or sub-awardee must return the completed form to ADHS Program(s) by the 15th of the month following that in which the award was received. Failure to complete a required Grant Reporting Certification Form may result in loss of funding.

23. Transition Activities

- 23.1. Upon termination of this Contract, if ADHS anticipates a continued need for the Contract Services specified herein and a Contract is awarded to a new Contractor, there shall be a transition of services period of not less than thirty (30) days. During this period, the existing Contractor shall work closely with the new Contractor, or Contractors, personnel and/or staff to ensure a smooth and complete transfer of duties and responsibilities;
- 23.2. An authorized representative from ADHS shall coordinate all transition activities. A transition plan will be developed in conjunction with the outgoing Contractor to assist the new Contractor, or Contractors, personnel and/or staff to implement the transfer of duties;
- 23.3. ADHS reserves the right to determine which projects nearing completion will remain with the current Contractor of record.

SPECIAL TERMS AND CONDITIONS
CONTRACT NO: CTR059650

23.4. The Contractor shall return all ADHS equipment, reports, and any other documentation developed during the term of the Contract that ADHS deems necessary to maintain ongoing operations.

24. Contracting; Procurement; Investment; Prohibitions

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

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

25. Unique Entity Identifier (UEI) Requirement

Pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity) may receive a sub-award from ADHS unless the entity provides its Unique Entity Identifier Number to ADHS. The number can be created in SAM.gov. If already registered the UEI has been assigned and can be viewed in SAM.gov.

SCOPE OF WORK

CONTRACT NO: CTR059650

Definitions:

ADHS WWHP:	Arizona Department of Health Services Well Woman Health Check Program in Arizona, an entity of the Division of Prevention and the Bureau of Chronic Disease and Health Promotion (BCDHP), managed by the Program Director.
AHCCCS:	Arizona Health Care Cost Containment System, Arizona's Medicaid Program.
BCCTP:	Breast and Cervical Cancer Treatment Program.
CDC:	Centers for Disease Control and Prevention. CDC is the federal funding source for Well Woman Health Check Program (WWHP).
Client:	A woman who is eligible to receive WWHP services and who has been enrolled in the Program.
Community Referral:	A Community Referral is a woman referred to the Breast and Cervical Cancer Treatment Program who has been diagnosed with breast cancer, pre-cancerous cervical lesions or cervical cancer outside of the WWHP.
Contractor:	A service provider under a Contract to provide WWHP services for ADHS. Also referred to in this Scope of Work as the Contractor.
Contractor's Expenditure Report (CER):	A monthly report in which claims for reimbursement of allowable costs are submitted to the Program Director for review and approval, and then forwarded to ADHS WWHP financial staff for processing and payment. (Form to be provided by WWHP financial staff).
Department:	Arizona Department of Health Services (ADHS).
Evidence Based Initiatives:	Activities or strategies that are derived from or informed by objective evidence. For this program the Evidence Based Initiatives (EBIs) can be found in The Guide to Community Preventive Services .
HIPAA:	Health Insurance Portability Accountability and Affordability Act. All WWHP information and data must be managed within HIPAA guidelines.
MDEs:	Minimum Data Elements are clinical information forms containing data required by the CDC. The data is entered into the Cancer Screening Tracking System (CaST) and then submitted in de-identified format to CDC.
Navigation Only:	The WWHP pays to screen and navigate uninsured or under-insured women. The program also pays to navigate insured women through breast and cervical cancer screening and diagnostics and into treatment if necessary.
Operations Manual:	The CDC Program Manual has been distributed by cancer staff to each Contractor.
Population Health:	A population health perspective encompasses the ability to assess the health needs of a specific population; implement and evaluate interventions to improve the health of that population; and provide care for individual patients in the context of the culture, health status, and health needs of the populations of which that patient is a member.

SCOPE OF WORK
CONTRACT NO: CTR059650

- Program:** The system of services for breast and cervical cancer screening and diagnostics that serves selected communities and functions under the auspices of the WWHP, ADHS. In addition to screening and diagnostics the program also requires quality improvement initiatives regarding breast and cervical cancer screening and diagnostics.
- Program Coordinator:** Personnel hired by the Contractor to administer the contract with ADHS WWHP.
- Program Director:** Personnel hired by ADHS to implement and monitor the WWHP.
- Reimbursement:** Payments made on the basis of claims itemized and properly justified in the CER. Clinical services reimbursed at Medicare reimbursement rates. Documentation must be provided to support all expenses listed on CER.
- Reports:** All required reports and reporting information, including but not limited to, the Labor Activity Report, Quarterly Report, monthly CER, and the Annual Work Plan. Reports are explained during quarterly contractor meetings. The ADHS WWHP may require additional reports not defined in this contract.
- Medical Service Provider:** All Medical Doctors (M.D.s) or Doctors of Osteopathy (D.O.s) referring patients to the BCCTP shall be currently licensed under the provisions of the Arizona Revised Statutes, Title 32, Chapter 13 or 17 or contracted with an AHCCCS Health Plan. All other personnel providing services shall be registered, licensed, or board certified in Arizona in their respective fields, as applicable and/or AHCCCS providers. Indian Health Service providers must be licensed in Arizona or per The Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2671-2680. If the referring physician is to be the treating physician, they need to be contracted with an AHCCCS Health Plan. Indian Health Service providers must be licensed in Arizona or per The Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2671-2680.
- Quality Improvement:** Systematic and continuous actions leading to measurable improvement in health care services and the health status of targeted patient groups.
- Systems Change:** The process of improving the capacity of the public health system to work with many sectors to improve the health status of all people in a community. Community is defined as your geographic area with a strong focus on those using services from your providers.

SCOPE OF WORK

CONTRACT NO: CTR059650

1. Background:

1.1 ADHS, Division of Public Health Services (PHS), BCDHP receives funding through a cooperative agreement with the CDC and from the State of Arizona to provide a statewide breast and cervical cancer screening and quality improvement program, known locally as the WWHP. The WWHP is part of the National Breast and Cervical Cancer Early Detection Program (NBCCEDP), which was authorized when the U.S. Congress passed the Breast and Cervical Cancer Mortality Prevention Act of 1990, Public Law 101-354 and reauthorized April 20, 2007. The Act placed the responsibility for NBCCEDP with the United States Government's CDC. It also provided the foundation of NBCCEDP policies and requirements with regard to program eligibility and operations in each state; and

1.2 The Breast and Cervical Cancer Mortality and Prevention Act of 1990 strictly prohibits use of NBCCEDP funds for cancer treatment. In October 2000, the U.S. Congress passed the Breast and Cervical Cancer Prevention and Treatment Act of 2000, Public Law 106-354. This law gives states the authority to provide optional Medicaid coverage to certain breast or cervical cancer patients. In the spring of 2001, the Arizona Legislature passed H.B. 2194 that authorizes AHCCCS, effective January 1, 2002, to provide cancer treatment for certain women diagnosed through the WWHP with breast cancer, pre-cancerous cervical lesions and cervical cancer. This was called the BCCTP. This law was changed in 2012; beginning on August 2, 2012, uninsured Arizona women, diagnosed with breast or cervical cancer, with an income at or below 250% of the Federal Poverty Level are eligible for treatment through the BCCTP provided by AHCCCS. To be eligible for treatment, women must be under the age of sixty-five (65), a resident of Arizona, have no credible health insurance coverage, be diagnosed with a breast cancer, cervical cancer or precancerous cervical lesion and be a U.S. citizen or qualified alien.

1.3 Eligibility for Enrollment in the WWHP Program:

1.3.1 To qualify as a client for breast and cervical cancer screening and diagnostic services under WWHP:

1.3.1.1 The woman's income shall not exceed 250% of the Federal Poverty Level established annually by the Federal Register. A clear and usable format can be found at the following [site, wellwomanhealthcheck.org](http://www.wellwomanhealthcheck.org);

1.3.1.2 She shall be a permanent resident of Arizona, or have been in the State for at least one (1) day with the intention of establishing permanent residence in Arizona;

1.3.1.3 She shall be uninsured or under-insured. Under-insured is defined as health insurance that does not cover preventative health care, or where the unmet deductible exceeds one hundred dollars (\$100.00);

1.3.1.4 Special attention and priority is given to enrollment of traditionally underserved populations (racial and ethnic minorities, women with disabilities, women partnering with women) outside of the mainstream of patient care; and

1.3.1.5 Insured women meeting the program income guidelines qualify for Navigation Only services through the WWHP.

1.3.2 The WWHP Contractor will be responsible for directing women requesting WWHP services to Medicaid and other insurance options. If women are not able to afford the coverage provided via other insurance options and not eligible for Medicaid they can then be enrolled in the WWHP. There will be more information provided regarding this requirement as other insurance options become available. Requirements include the following:

1.3.2.1 The Contractor is responsible for using the flowsheets and attestations provided during open enrollment for the Affordable Care Act; and

SCOPE OF WORK
CONTRACT NO: CTR059650

- 1.3.2.2 The Contractor shall have certified enrollment specialists on site or have established working relationships with local certified enrollment specialists.
- 1.3.3 Women sixty-five (65) years of age or older who also meet these requirements include:
 - 1.3.3.1 Women who do not have Medicare Part B may be enrolled in the WWHP;
 - 1.3.3.2 These women who will receive screening and diagnostic services following the same protocols used for other women in the program;
 - 1.3.3.3 If diagnosed with cancer, this population of women is not eligible to receive treatment services under the Breast and Cervical Cancer Prevention and Treatment Act of 2000;
 - 1.3.3.4 These women, though they do not have Part B, Medicare, are eligible for other benefits through Medicare, Part A; and
 - 1.3.3.5 These women, when possible, should be referred to healthcare organizations or agencies providing benefits provided under Medicare Parts A and B. If a client is unable to pay Medicare premiums she may be eligible for assistance under AHCCCS.
- 1.3.4 Women, forty to sixty-four (40 – 64) years of age:
 - 1.3.4.1 Women fifty to sixty-four (50 – 64) years of age are CDC’s priority population for mammography screening services and reimbursed with Federal funds;
 - 1.3.4.2 Women fifty (50) years of age and older shall account for seventy-five percent (75%) of the mammography services, utilizing federal funding provided to WWHP Contractors;
 - 1.3.4.3 Mammography services, utilizing State funding, shall be provided to women forty to forty-nine (40-49) years of age;
 - 1.3.4.4 Women with an intact cervix or history of cervical neoplasia are eligible to receive Pap test screening in accordance with the WWHP cervical screening policy;
 - 1.3.4.5 The clinical breast examination, pelvic examination and Pap test (if necessary) are included in the office visit reimbursement. Office visits solely for the purpose of giving the patient a referral for a mammogram are not reimbursed. Providing the referral for the mammogram shall occur at the initial visit; and
 - 1.3.4.6 Office visits solely for the purpose of giving the patient normal results for screening procedures are not reimbursed.
- 1.3.5 Women under forty (40) years of age:
 - 1.3.5.1 Women less than forty (40) years of age may be enrolled for breast cancer screening and diagnostic services if they exhibit clinically confirmed symptoms of breast cancer. Women are eligible for cervical cancer screening at the age of twenty-one (21); and
 - 1.3.5.2 Once the client’s abnormality has been resolved and the recommendation is to return to routine screening intervals, the client should be removed from WWHP rolls and referred to the local Title V (Maternal and Child Health Service Block Grant) or Title X (Arizona Family Planning) program. Woman under age twenty-one (21) are not typically eligible for the program. Women under age twenty-one (21) with symptoms will be addressed on a case by case basis and in consideration of CDC guidelines and prior to any diagnostic procedure performed.

SCOPE OF WORK
CONTRACT NO: CTR059650

1.4 Eligibility for Treatment:

1.4.1 Certain women screened through the WWHP are eligible for treatment provided through AHCCCS. Each WWHP eligible woman who has been clinically diagnosed with breast cancer, cervical cancer, or pre- cancerous cervical lesions (CIN II or CIN III) shall be screened for eligibility for the BCCTP, facilitated by AHCCCS. Required documents include: pathology report showing a diagnosis of breast cancer, cervical cancer, or pre-cancerous cervical lesions; BC-100 Form; WWHP Demographic and Eligibility Form; AHCCCS Application; copies of Arizona driver's license, social security card, U.S. Birth Certificate or Legal Permanent Resident card with at least five (5) years of legal residency; and documents demonstrating proof of current gross household income. All application documents for the BCCTP are found online at www.wellwomanhealthcheck.org/bcctp. When a packet is complete the Contractor is responsible for forwarding it to the ADHS WWHP for review. ADHS will submit the approved documents to the AHCCCS BCCTP,

Women not eligible for treatment services under the Breast and Cervical Cancer Prevention and Treatment Act shall be referred to clinicians willing to donate and/or provide services on a low cost/no cost basis. Available donated funds from foundations and/or organizations may be used to offset the treatment costs for these women. If the Contractor chooses to serve women not eligible for treatment under the Breast and Cervical Cancer Prevention and Treatment Act, the Contractor shall guarantee treatment within sixty (60) days from the date of diagnosis per CDC Program guidelines. If the Contractor is unable to access these treatment services within sixty (60) days, future screening efforts will be limited to only those women eligible under the Breast and Cervical Cancer Prevention and Treatment Act, and

1.4.3 Regardless of the source of treatment funds, the Contractor is responsible for ensuring treatment is initiated within program timeframes and reporting the treatment start date to ADHS, in writing, via email, when the treatment is initiated. The time from diagnosis to treatment shall be less than sixty (60) days. These women shall be tracked up to and including treatment initiation. Any tracking forms provided by ADHS will be used by the Contractor. This requirement also applies to Navigation Only patients.

2. Objective:

2.1 To provide comprehensive breast and cervical cancer screening and diagnostic services, known locally as the WWHP. The WWHP provides services in accordance with Public Law 101-354, the Breast and Cervical Cancer Mortality Prevention Act of 1990. The Department, WWHP Contractor, WWHP Service Providers, and other partners work together to accomplish this mandate through the program components:

2.1.1 Management,

2.1.2 Partnerships and Coalition Development,

2.1.3 Public Education and Recruitment,

2.1.4 Professional Development,

2.1.5 Quality Assurance and Improvement,

2.1.6 Screening, Referral, Tracking, Follow-up Case Management, and Re-screening,

2.1.7 Navigation Only,

2.1.8 Systems Change,

2.1.9 Data Management and Surveillance, and

SCOPE OF WORK

CONTRACT NO: CTR059650

2.1.10 Evaluation.

2.2 Detailed information describing the program, its components, and its policies and procedures is available in multiple volumes at the following link: [National Breast and Cervical Cancer Early Detection Program Manual](#). Information about the WWHP can be found at wellwomanhealthcheck.org; and

2.3 Contractors are currently needed to service all areas in the State of Arizona.

3. Goals:

3.1 The Contractor shall develop, implement and evaluate a WWHP that includes:

3.1.1 Ongoing in-reach, outreach and the recruitment of eligible women,

3.1.2 Providing accessible, timely, and quality breast and cervical cancer screening services for uninsured and under-insured patients,

3.1.3 Providing accessible, timely and quality navigation only to insured patients,

3.1.4 Active participation in coalitions that shall assist the Well Woman Health Check Program including but not limited to:

3.1.4.1 Improving and expanding WWHP services;

3.1.4.2 Identifying and partnering with referral resources within local communities;

3.1.4.3 Coordinating community services to reduce duplicative efforts;

3.1.4.4 Securing accessible treatment and follow-up services for WWHP women diagnosed with cancer who are ineligible for treatment services under the Breast and Cervical Cancer Prevention and Treatment Act of 2000. (BCCTP);

3.1.4.5 Supporting enrollment in the BCCTP for community members diagnosed with breast and/or cervical cancer outside of the WWHP;

3.1.4.6 Working with community partners to increase breast and cervical cancer screening rates in their geographic area and referrals to the BCCTP; and

3.1.4.7 Referring current smokers to smoking cessation support such as ASHLine.

3.1.5 Ongoing provider education in the Contractor's area of responsibility. Education shall include WWHP purpose, eligibility for the WWHP and the BCCTP, program guidelines, and survivorship resources,

3.1.6 Navigation of women diagnosed with breast and/or cervical cancer to survivorship support. This can be accomplished by linking these women with resources on WWHP [Resources webpage](#),

3.1.7 Ensuring each woman diagnosed with breast or cervical cancer will be provided with a BagIt bag. The Contractor will be responsible for purchasing these bags for each eligible participant. Funds to purchase these items will be listed under the "State Other" line of the CER.

3.1.7.1 [BagIt](#) bags are to be provided only to WWHP woman diagnosed with breast and cervical cancer. All BagIt bags provided shall be included in the quarterly report.

3.1.8 Systems Change and Quality Improvement activities that increase the breast and cervical cancer screening rates for all women in the Contractor's area of responsibility,

SCOPE OF WORK

CONTRACT NO: CTR059650

- 3.1.9 Referring current smokers to smoking cessation support such as ASHLine,
- 3.1.10 Ongoing community and provider education regarding the expanded BCCTP availability, process, and guidelines,
- 3.1.11 Ongoing provider education regarding the need to report cancer cases to the Arizona Cancer Registry, and
- 3.1.12 Ongoing provider education regarding clinical algorithms.

4. Tasks/Methods of Accountability

- 4.1 The Contractor shall hire and retain a Program Coordinator, funded by WWHP, to perform functions necessary for compliance with the following program components:
 - 4.1.1 Labor Activity Reports shall reflect actual WWHP hours of staff time for reimbursement and are to be maintained in Contractor files for audit purposes. When staff changes occur, the Program Director shall be notified in writing within fifteen (15) days,
 - 4.1.2 If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the Program Director, and shall replace such personnel with personnel substantially equal in ability and qualifications within thirty (30) days,
 - 4.1.3 The Contractor shall submit monthly CERs to the Program Director for reimbursement with accurate and complete forms. Services shall be billed within forty (40) days of the date of service. Reimbursement may be denied for services billed after forty (40) days of the date of service. CERs, patient listings and forms will be sent to the WWHP in a manner that is HIPAA compliant; protecting patient confidentiality at all times. Large bundles of patient information should be delivered using the established Secure File Transfer Protocol (SFTP) and shall include the following:
 - 4.1.3.1 Documentation for Personnel and ERE costs will be submitted with each CER on which Personnel and ERE reimbursement is requested. The documentation will include staff name, rate, hours, total pay and total ERE charged. The total for all staff will be equal to what is listed on the CER;
 - 4.1.3.2 Documentation for Other Expenses will include copies of invoices where the total matches the amount billed;
 - 4.1.3.3 Documentation for Indirect Costs will detail how they are determined. Annually the Indirect Agreement will be provided to the ADHS WWHP Director; and
 - 4.1.3.4 All documentation is to be delivered in one PDF file using Secure File Transfer Protocol (SFTP).
 - 4.1.4 Final CER billing shall be received to the Program Director no later than forty (40) days after the end of the budget period/program year. Reimbursement will be denied for any outstanding claims submitted beyond that date,
 - 4.1.5 All WWHP Contractor Program Coordinators and their Quality Improvement Managers shall be required to attend the ADHS WWHP quarterly meetings. Travel expenses shall be covered, at state rates, and supported in the contractor's WWHP budget. Travel expenses shall not exceed amount limits set by the State of Arizona and claims shall conform to standards established by ADHS. Documentation shall be maintained in Contractor's files for audits. Documentation will also be submitted to ADHS when a travel expense is listed on the CER. The Contractor's Program

SCOPE OF WORK

CONTRACT NO: CTR059650

Managers and staff are held accountable for understanding the information shared at the meeting, and

4.1.6 The Contractor shall document plans and performance as described in tasks 4.1.1 to 4.1.5 using Program authorized reporting formats.

4.2 Claims for reimbursement of allowable expenses shall be submitted by the following categories:

4.2.1 CLIENT TRANSPORTATION. The Contractor shall coordinate and provide transportation for clients, if necessary, to screening and to diagnostic appointments. Transportation expenses are reimbursed at AHCCCS rates. Documentation will be submitted with the CER rebilling for that service. Supporting documentation shall be maintained in the Contractor's files for audits,

4.2.2 DIRECT CLIENT (PATIENT CARE) SERVICES. The Contractor shall report all expenses related to WWHP screening and diagnosis. Supporting documentation shall be attached to the monthly CER. Documentation includes MDEs and all related items. Services costing (\$200.00) or more require that the original invoice be included,

4.2.2.1 NON-CLIENT COSTS. Documentation related to administrative and travel expenses shall be submitted with the CER and also shall be retained in the Contractor's offices and available on demand to representatives of ADHS WWHP and to program auditors. For the purposes of this Contract, documentation pertains to sales receipts and any other form of invoices for purchases of goods or services, documentation related to compensation of personnel and employment-related costs, documentation for public education expenditures, documentation for staff travel expenditures (Mileage Log and receipts for travel-related expenses), and receipts for all other administrative costs. Contractor shall keep documentation and receipts on file at the Contractor offices, and these shall be made available on demand to representatives of ADHS WWHP and to program auditors. All non-client costs billed on the CER must have supporting documentation submitted with the CER. All travel expenses associated to WWHP activities to be reimbursed at the State rate and shall not exceed amount limits set by the State of Arizona and claims shall conform to standards established by ADHS.

4.3 It is the Contractor's responsibility to track and report the operational and financial information. It is the Contractor's responsibility to observe screening rates, spending ratios and spending limits based on the following:

4.3.1 The Contractor shall closely track the application of funds and shall maintain an internal accounting system that indicates the real-time totals of payments and the balance of unexpended funds for each cost component of the program and for each of the funding sources. The Contractor shall not exceed budgeted amounts and agrees to notify ADHS WWHP ninety (90) days prior to any depletion of budgeted funds. The Contractor shall use at least ninety-five percent (95%) of budgeted funds, failure to meet the ninety-five percent (95%) spending threshold will result in decreased funding available in subsequent Contract years,

4.3.2 Rates of performance, expressed in the budget of this Contract as the number of women to be screened, are obligatory (due ten (10) days after the end of each quarter). In signing the Offer and Acceptance, the Contractor agrees to achieve the stated screening number and recognizes that an anticipated failure to do so shall result in withdrawal of funding,

4.3.3 Within thirty (30) days of Contract award the Contractor shall report to ADHS their facility baseline screening rates for breast and cervical cancer. If this is done via a chart audit, the audit will be conducted on the appropriate number of relevant charts to ensure that it is statistically significant for their clinic population. Requirements include the following:

SCOPE OF WORK

CONTRACT NO: CTR059650

- 4.3.3.1 The Contractor shall complete the Baseline Clinic Data Collection Forms for breast and cervical cancer annually. The breast cancer baselines will be created for one (1) population sets; those fifty to seventy-four (50-74). (This form will be provided by ADHS); and
- 4.3.3.2 The Contractor shall complete the NBCCEDP Health System EBI Implementation Plan Template, if they are a new contractor to the program. (This form will be provided by ADHS).
- 4.3.4 The Contractor shall assure that expenditures for costs incurred in screening and diagnostics procedures are not duplicated in payments of salaries or employee-related expenses for personnel who conduct those same procedures.
- 4.4 Screening, Diagnostic and Treatment Services shall include the following:
 - 4.4.1 The Contractor shall provide breast and cervical cancer screening services with timely (within the established timeframes as mentioned in the manual) and appropriate diagnostic and treatment services in accordance with service and reimbursement policies set forth by the Operations Manual, the Clinical Guidelines and algorithms provided by ADHS, and the Medicare Reimbursement Schedule (Exhibit 2). It is the Contractor's responsibility to:
 - 4.4.1.1 Provide WWHP services to enrolled women directly or through contracts with qualified Service Providers;
 - 4.4.1.2 Ensure that women enrolled in WWHP are not charged for covered services; and
 - 4.4.1.3 Navigate insured women through screening, diagnostic and, if necessary, treatment services.
 - 4.4.2 Reimbursement rates are set in accordance with Medicare Part B allowable rates. New rates are effective every year, and once available, distributed by the WWHP staff at ADHS. A listing of maximum reimbursement rates is provided to each Contractor by ADHS each year.
 - 4.4.3 The Contractor shall implement a case management system to assess the need for case management for abnormal screening results and provide timely and appropriate follow-up as defined in the WWHP and CDC guidelines. To assure quality in case management, the Contractor shall comply with the following:
 - 4.4.3.1 The time from abnormal screening result to complete diagnosis shall be sixty (60) or fewer calendar days for all cases. If this time frame is not met, services will not be reimbursed; and
 - 4.4.3.2 The time from diagnosis to treatment start for breast cancer and invasive cervical cancer shall be sixty (60) or fewer calendar days for all cases. The time from diagnosis to treatment start for cervical lesions requiring treatment shall be ninety (90) or fewer calendar days for all cases. If this time frame is not met, services will not be reimbursed.
- 4.5 Covered services shall include:
 - 4.5.1 Screening services, including:
 - 4.5.1.1 Breast – annual screening mammography for women forty (40) to sixty-four (64) years old. It is not a requirement for every woman to have a Clinical Breast Exam (CBE) prior to a mammogram. Reimbursement is allowed for a CBE, but it is not required. The decision to have a CBE should be between a woman and her provider. Diagnostics following an

SCOPE OF WORK

CONTRACT NO: CTR059650

abnormal CBE or mammogram follow the Breast Cancer Diagnostic Algorithms provided to the Contractors by ADHS.

4.5.1.1.1 Women thirty-five (35) to sixty-four (64) years old shall be assessed for their lifetime breast cancer risk. The Contractor will use the Gail Model risk assessment tool (provided by ADHS). Risk assessment results will be reported to ADHS WWHP as an MDE. Women under the age of thirty-five (35) who have presented with symptoms must be assessed for risk, and

4.5.1.1.2 Those women determined to be at high risk may have an MRI. Requests for approval of an MRI must be submitted to the WWHP offices at ADHS prior to referral for test.

4.5.1.2 Cervical - the pelvic examination and the Pap test must be done in accordance with the WWHP Clinical Guidelines and the CDC guidance provided in the National Breast and Cervical Cancer Early Detection Program Manual. This guidance changes periodically and the Contractors will be responsible for keeping protocols, process and algorithms in step with the CDC guidelines. Guidance for cervical screening algorithms can be found at the American Society for Colposcopy and Cervical Pathology ([ASCCP guidelines](#)) page. To be eligible for Pap test screening:

4.5.1.2.1 Women shall have an intact cervix or history of cervical neoplasia,

4.5.1.2.2 Cervical Cancer screening shall be for women aged twenty-one (21) to sixty-four (64) years old, regardless of sexual activity,

4.5.1.2.3 Women will receive a Pap test alone every three (3) years or Pap testing and HPV testing for screening every five (5) years. Pap testing provided outside of these timeframes will not be reimbursed unless clinically warranted,

4.5.1.2.4 Women twenty-one (21) to sixty-four (64) shall be assessed for their overall risk for cervical cancer. Risk assessment results will be reported to ADHS WWHP as an MDE,

4.5.1.2.5 Women considered high risk (Human Immunodeficiency virus (HIV) positive, immunocompromised, and exposed in utero to diethylstilbestrol) may need to be screened more often and should follow the recommendations of their provider,

4.5.1.2.6 Women who have had a hysterectomy for invasive cervical cancer should undergo cervical cancer screening for twenty (20) years even if it goes past the age of sixty-five (65). Women who have had cervical cancer should continue screening indefinitely as long as they are in reasonable health,

4.5.1.2.7 If CDC changes program screening guidance, the Contractor shall reflect the guidance as requested by ADHS and CDC, and

4.5.1.2.8 For follow-up testing after abnormal Pap results, the Contractor will provide diagnostic testing as per the ASCCP guidelines.

4.5.2 Navigation Only services – low income, insured women between the ages of twenty-one (21) and sixty-four (64) receiving services from the Contractor's clinic will be enrolled in the WWHP to receive patient navigation and case management for their breast and cervical cancer screening and diagnostic procedures. While these clinical services will not be reimbursable by the WWHP and will

SCOPE OF WORK

CONTRACT NO: CTR059650

be covered by the woman's insurance, patient navigation will be reimbursed to the Contractor at the flat rate of fifty-five dollars (\$55) per patient. MDEs will be submitted to ADHS WWHP on Navigated Only patients. Patient navigation for women served in the WWHP must include the following activities:

- 4.5.2.1 A written assessment of the client's barriers to cancer screening, diagnostic services, and initiation of cancer treatment;
- 4.5.2.2 Client education and support;
- 4.5.2.3 Resolution of client barriers (i.e. transportation and translation services);
- 4.5.2.4 Client tracking and follow-up to monitor progress in completing screening, diagnostic testing, and initiating cancer treatment;
- 4.5.2.5 Given the centrality of the client-navigator relationship, patient navigation must include a minimum of two (2), but preferably more, contacts with the client;
- 4.5.2.6 Collection of data to evaluate the primary outcomes of patient navigation: client adherence to cancer screening, diagnostic testing, and treatment initiation. Clients lost to follow-up should be tracked; and
- 4.5.2.7 Patient navigation services are terminated when a client:
 - 4.5.2.7.1 Completes screening and has a normal result,
 - 4.5.2.7.2 Completes diagnostic testing and has normal results, or
 - 4.5.2.7.3 Initiates cancer treatment or refuses treatment.
- 4.5.3 Diagnostic services
 - 4.5.3.1 Covered diagnostic services are reimbursed in accordance with amounts listed by ADHS WWHP in the annual Fee Schedule of the Medicare Reimbursement Rates for allowed procedures.
- 4.6 The Contractor shall implement a case management system to assess the need for case management for abnormal screening results and monitor timely and appropriate follow-up as defined in the WWHP and CDC guidelines. To assure quality in case management, the Contractor shall comply with the following:
 - 4.6.1 The time from screening to diagnosis shall be less than sixty (60) calendar days;
 - 4.6.2 For all breast cancer and all invasive cervical cancer the time from diagnosis to treatment shall be less than sixty (60) days. For all HSIL (High Grade Squamous Intraepithelial Lesion), Cervical Intraepithelial Neoplasia, Grade II (CIN2), Cervical Intraepithelial Neoplasia, Grade III (CIN3), and Cervical Cancer in Situ, the time from diagnosis to treatment will be less than ninety (90) days; and
 - 4.6.3 Women diagnosed with breast or cervical abnormalities are followed using the WWHP guidelines and the algorithms discussed above. If a case appears complex, the WWHP Medical Directors are available to provide assistance. The case records are submitted to the WWHP Program Director or WWHP Program Manager. ADHS staff is responsible for communicating with the Medical Director. If additional information is requested by the Medical Director, the Contractor is responsible for providing that information to ADHS within forty-eight (48) hours.
- 4.7 The Contractor shall coordinate the submission of BCCTP application packets to ADHS WWHP Program Director or Program Manager. The Contractor will guide the patient in the BCCTP Enrollment Application

SCOPE OF WORK

CONTRACT NO: CTR059650

process. Application packets must include: pathology report showing a diagnosis of breast cancer, cervical cancer, or pre-cancerous cervical lesions (CIN II or CIN III); BC-100 Form; WWHP Demographic and Eligibility Form; AHCCCS Application; copies of Arizona driver's license, social security card, U.S. Birth Certificate or Legal Permanent Resident card with at least five (5) years of legal residency; and documents demonstrating proof of current gross household income;

- 4.8 The BCCTP was expanded on August 2, 2012. This expansion allows uninsured women in Arizona, with an income at or below 250% of the Federal Poverty Level, diagnosed with breast or cervical cancer on or after August 2, 2012 to enroll in the BCCTP. The process for this enrollment can be found on the [Breast and Cervical Cancer Treatment](#) page of the wellwomanhealthcheck.org website. Contractor is responsible for educating local providers and organizations about the expansion and the process for enrolling these Community Referrals into the BCCTP. Contractor will use the materials available on the website for this education process. Contractor is also responsible for coordinating the submission of these packets for their site(s). The contractor is required to process Community Referral applications for BCCTP for the geographic area in which they are providing services;
- 4.9 The Contractor will link patients diagnosed with breast or cervical cancer to survivorship services as listed on the [survivorship page](#) of wellwomanhealthcheck.org. The annual work plan will include a description of survivorship resources available in the community and how the clinic plans on linking patients with those resources. The case manager will show cancer patients the tab specific to survivorship care plans and explain how those are to be used; and
- 4.10 Each WWHP patient diagnosed with breast or cervical cancer will be given the BagIt product. This is a quality of life support tool that will assist the patient and their family through treatment and survivorship. The cost of the BagIt is included in Other Operating Funds. BagIt bags are to be provided only to WWHP woman diagnosed with breast and cervical cancer. All BagIt bags provided shall be included in the quarterly report.

5. Quality Assurance

- 5.1 The Contractor and Service Providers shall respond within forty-eight (48) hours to communications concerning quality assurance issues. Consider any request for patient information or data a quality assurance issue;
- 5.2 Lost to follow-up for abnormal results is defined as not being able to contact a woman for follow-up services or even to inform of results. Lost to follow-up cases shall not be closed as lost to follow-up until the appropriate WWHP procedures have been executed and documented in the patients' chart, and until a copy of the special form to report lost to follow-up has been sent to the ADHS WWHP analyst. A woman cannot be declared lost to follow-up unless significant documented efforts have been made to locate the woman. The Contractor shall supply documentation of at least four (4) attempts to follow-up with the patient. The four attempts shall consist of three (3) telephone calls and one (1) certified letter. The return receipt or returned letter must be filed in the patient's medical record. A copy of the receipt will accompany the lost to follow-up form submitted to ADHS;
- 5.3 Quality standards shall include the following:
 - 5.3.1 The Contractor shall maintain a secured file of all such documents that shall be available for review at any time. The Contractor and all subcontractors shall obtain and maintain the following current documents:
 - 5.3.1.1 License(s);
 - 5.3.1.2 Certification(s); and
 - 5.3.1.3 Liability insurance.

SCOPE OF WORK

CONTRACT NO: CTR059650

5.3.2 Personnel: All Medical Doctors (M.D.s) or Doctors of Osteopathy (D.O.s) providing services under this Contract shall be AHCCCS providers and currently licensed under the provisions of the Arizona Revised Statutes (A.R.S), Title 32, Chapter 13 or 17. All other personnel providing services shall be registered, licensed, or board certified in Arizona in their respective fields, as applicable. Indian Health Service providers are not required to have Arizona licenses, and

5.3.3 Facility: To be approved for payment, all mammography reports shall be submitted using the language of the American College of Radiology (ACR) lexicon, also known as BI-RAD System™. All laboratory facilities used by the Contractor and its subcontractors shall adhere to the standards of the Clinical Laboratory Improvement Act (CLIA) (1988), and maintain the appropriate CLIA certification. To be approved for payment, all Pap test reports shall be submitted using the current Bethesda System of reporting.

5.4 Service Provider Contracts shall grant the Contractor and ADHS WWHP representatives, access to review WWHP client records, and policy and procedure statements. Review is necessary to monitor compliance with WWHP protocols and to manage clinical quality. Provider Contracts will require that all cancer cases be submitted to the ACR by the diagnosing provider within ninety (90) days of diagnosis;

5.5 WWHP patient records shall be maintained by Service Providers for up to ten (10) years to ensure patient care. After ten (10) years, the patient records may be destroyed in a manner consistent with HIPAA regulations;

5.6 Each Contractor is responsible for ensuring that the Contractor and all subcontractors provide the Program Director with legible copies of procedure reports/results in addition to properly completed WWHP MDEs; and that Service Providers understand and follow clinical guidelines and program policies/procedures;

5.7 Sub-contracts with clinicians (breast and cervical) shall be with AHCCCS registered Service Providers. In the event a woman's diagnostic work-up is positive for cancer or pre-cancerous cervical lesions, and the client's treatment is received through AHCCCS, AHCCCS shall cover the cost of treatment and diagnostic procedures. By sub-contracting with AHCCCS registered Service Providers, AHCCCS can pay the Service Provider directly for the diagnostic services rendered;

5.8 Assessment of the patient's smoking status will occur during each annual visit. If the patient is a current smoker of either smokeless or combustible tobacco, the patient will be referred to the ASHLine Smoking Cessation call in system. Referral forms will be provided. Smoking status will be recorded on the Demographic and Enrollment Form; and

5.9 The WWHP is a screening and quality improvement program. Due to the Quality Improvement focus of the WWHP, each contracted entities Quality Improvement Manager will attend the WWHP quarterly contractor meetings. In addition, each contracted entities Quality Improvement Manager will also attend the monthly Quality Improvement Committee meeting hosted by the Arizona Alliance of Community Health Centers.

6. Partners and Coalition Building

6.1 The Contractor is responsible for participating in coalitions and/or partnerships focused on improving services or access to services for breast and cervical cancer issues. To accomplish this, the Contractor shall:

6.1.1 Participate in local meetings of groups, organizations, and agencies such as, but not limited to, the American Cancer Society, the Arizona Cancer Coalition, ethnic and cultural coalitions, and health care coalitions. The purpose of this participation is to establish and maintain local networking opportunities for identifying treatment opportunities and enhance public awareness of breast and cervical cancer resources,

SCOPE OF WORK

CONTRACT NO: CTR059650

- 6.1.2 Participate in planning activities supporting American Cancer Society walks/runs and other events. The Contractor will also participate in these local events,
- 6.1.3 Actively participate in a work group of the Arizona Cancer Coalition. Work groups are project focused and change over time. The focus of all work groups is to lower the burden of cancer in Arizona while improving the quality of life for cancer survivors and their families. Contractor will report work group selection in their quarterly report,
- 6.1.4 Educate local providers and organizations about the BCCTP expansion and the process for enrolling these Community Referrals into the BCCTP. The Contractor will use the materials available on the website for this education process. The Contractor is also responsible for coordinating the submission of these packets for their site(s). The BCCTP was expanded on August 2, 2012. This expansion allows uninsured women in Arizona, with an income at or below 250% of the Federal Poverty Level, diagnosed with breast or cervical cancer on or after August 2, 2012 to enroll in the BCCTP. The process for this enrollment can be found on the [Breast and Cervical Cancer Treatment](#) page of the [wellwomanhealthcheck.org](http://www.wellwomanhealthcheck.org) website, and
- 6.1.5 Assess their community for healthy lifestyle programs and activities targeting adults (examples include Cancer Support Community, Diabetes Self-Management Program, National Diabetes Prevention Program and Chronic Disease Self-Management Program. A listing of these resources will be submitted in the annual work plan. This resource will be shared with WWHP patients and they will be encouraged to participate in these activities.

7. Local Public Education and Recruitment Activities

The Contractor shall:

- 7.1 Develop and implement a minimum of four (4) activities focused on breast and cervical cancer, using public education and recruitment methods identified as appropriate for the local service area by key personnel;
- 7.2 Develop and implement recruitment strategies to recruit eligible women from priority populations (racial and ethnic minorities, women with disabilities, women partnering with women);
- 7.3 Develop strategies to ensure a client returns on an annual basis for appropriate screening;
- 7.4 Develop and implement recruitment efforts of clients to ensure utilization of all funds budgeted;
- 7.6 Implement program processes that maintain fidelity with WWHP guidelines. This encompasses clinical protocols, recruitment, in-reach, enrollment processes, ongoing quality improvement processes, public education, provider education and forms; and
- 7.7 Utilize clinic specific phone lines with up to date clinical staff for the purpose of setting appointments.

8. Local Professional Development

The Contractor shall:

- 8.1 Develop a minimum of one (1) activity addressing the continuing professional development needs in connection with breast and cervical cancer screening, diagnosis and treatment. The educational event will provide Continuing Medical Education and Continuing Education Units (CMEs/CEUs) for the participants. These events will be reported in the quarterly report. They will include the sign-in sheet, presentation PowerPoint, and evaluation results. WWHP Service Providers shall be provided opportunities to be involved in all breast and cervical cancer clinical education activities relating to breast and cervical cancer;
- 8.2 Work closely with the ADHS WWHP and others to assess and address local professional development needs;

SCOPE OF WORK

CONTRACT NO: CTR059650

- 8.3 Educate community providers regarding the WWHP and the expansion of the BCCTP. Education shall include program services, eligibility, locations, access to the treatment program and guidance for overall program access;
- 8.4 Work with contracted providers to encourage and support their timely reporting of cancer cases to the Arizona Cancer Registry; and
- 8.5 Document activities and evaluation findings related to Task 4.1.6 in the quarterly reports.

9. Screening and Navigation Quotas

- 9.1 The Contractor shall screen a number of women for their geographical area. This number will be updated annually by the CDC.
- 9.2 The Contractor shall provide navigation services to a number of insured women in their health system every year. These patients shall be enrolled in the “Navigation Only” component of the WWHP. Their screening and diagnostic test results shall be reported to ADHS WWHP as MDEs.
- 9.3 Screening and navigation services shall be completed between June 30, and June 29, of each year.

10. Systems Change

- 10.1 The Contractor shall address policy within their clinic(s) to prioritize breast and cervical cancer screening for all women using their clinic(s);
- 10.2 The Contractor shall determine baseline screening levels for breast and cervical cancer within their clinic(s) and report to ADHS within thirty (30) days of Contract award and annually thereafter;
- 10.3 The Contractor shall implement evidence-based strategies to increase screening rates for breast and cervical cancer within all WWHP contracted facilities. Evidence based strategies to increase cancer screening can be found at www.TheCommunityGuide.org;
- 10.4 The new contractor will complete the Baseline-Clinic Data Collection Forms for Breast and Cervical Cancer. The contractor will complete the Annual Clinic Data Collection Forms for Breast and Cervical Cancer annually. Any contractor who has not completed the NBCCEDP Health System EBI Implementation plan will do so (these templates will be provided by ADHS);
- 10.5 The Contractor shall report screening baselines by July 30th of each subsequent program year;
- 10.6 CDC may change the systems change guidance during the life of this award. If that occurs the Contractor shall agree to change their scope to meet the revised requirements; and
- 10.7 Successful systems change implementation requires clinic operations and leadership support. The WWHP is no longer a simple screening program for the uninsured. Nationally the infrastructure is being used to improve cancer screening rates for all users; a population health approach. This focus on quality improvement requires leadership approval and support for the following:
 - 10.7.1 The use of evidence-based initiatives to improve breast and cervical cancer screening rates in all clinics providing services for the WWHP,
 - 10.7.2 The provision of IT support to create and pull reports as needed to support systems change/quality improvement practice,
 - 10.7.3 Operational support to assess and determine clinic patient flow and to attempt revisions when necessary,

<h2 style="margin: 0;">SCOPE OF WORK</h2> <h3 style="margin: 0;">CONTRACT NO: CTR059650</h3>
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- 10.7.4 Provider cooperation and support for provider reminders and provider assessment and feedback,
- 10.7.5 Providing time at several provider meetings per year for reporting on breast and cervical cancer screening rates and progress on improvements,
- 10.7.6 Provide support for program staff to complete one (1) provider education session, with CMEs per program year, and
- 10.7.7 Providing support for navigation only of insured patients through breast and cervical cancer screening, diagnostics and into treatment if necessary.

11. Deliverables

- 11.1 The Contractor shall provide ADHS with lists of all Service Providers within ten (10) days of Contract execution, at the beginning of each Contract year, and as Service Providers are removed and/or added. Copies of Contracts with Service Providers shall be kept on file at the Contractor offices for audit purposes;
- 11.2 The Contractor shall provide documentation of activities and products related to Task 4.1.6 in the Quarterly Reports, Quarterly Reports are due ten (10) days after the end of each quarter;
- 11.3 Annual Work Plan is due thirty (30) days after signing the Contract and annual Amendment;
- 11.4 Screening Baselines are due thirty (30) days after Contract award and annually thereafter; and
- 11.5 Payment may be withheld when reporting requirements are not met.
- 11.6 Delivery Schedule

Item	Due Date
CEO, CMO and staff signed Letter of Support for items listed in 10.7	Include in the initial Application Annually thereafter
Selection of EBI's to use per clinic site	Thirty (30) days for new clinics (must be used consistently for five (5) years)
Number of uninsured women, forty or more (40+) using clinic in past twelve (12) months	Include in the initial Application, Annually thereafter
Breast and Cervical Cancer Screening Rates Inclusive of Numerator and Denominator and specific description of standard being used Healthcare Effectiveness Data and Information Set (HEDIS), Uniform Data System (UDS), Government Performance and Results Act (GPRA), or National Quality Forum (NQF)	Include in the initial Application (include formula explaining how it is derived) Quarterly thereafter
Number of Insured Women, forty or more (40+) using clinic in past twelve (12) months	Include in the initial Application Annually thereafter
Number of women, forty or more (40+) and number of women, fifty or more (50+) using the clinic	Include in the initial Application Annually thereafter
Care Coordination Forms – completed	Monthly, with CER
Medicaid and Online Insurance Enrollment Data	Quarterly with Quarterly Reports (due within ten (10) days after the end of each quarter)

SCOPE OF WORK
CONTRACT NO: CTR059650

12. Notices, Correspondences, Reports and Invoices

12.1. Notices, Correspondence and Reports from Contractor to ADHS shall be sent to:

Tenneh Turner-Warren, MS.
Office Chief, Chronic Disease & Population Health
Arizona Department of Health Services
150 North 18th Avenue, Phoenix, AZ 85007
Phone: 602-364-3625
Email: tenneh.turner-warren@azdhs.gov

12.2. CERs from the Contractor to ADHS shall be sent to: sftp.adhs.gov

12.3. Notices, Correspondence and Reports from ADHS to Contractor shall be sent to:

Pinal County Public Health Department
Attn: Dr. Tascha Spears
P.O. Box 1348
Florence, AZ 85132
Tel: 520-840-6604
Email: Tascha.spears@pinal.gov

12.4. AUTOMATED CLEARING HOUSE. ADHS may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner, the Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within thirty (30) days after the effective date of the Contract. The form is available online at: <https://gao.az.gov/sites/default/files/GAO-618%20ACH%20Authorization%20Form%20101019.pdf>; and

12.4.1. ACH Vendor Authorization Form shall be emailed to Vendor.Payautomation@azdoa.gov.

PRICE SHEET CONTRACT NO: CTR059650

Annual Price Sheet

Description	Amount
Personnel and ERE	\$127,000.00
Screening and Diagnostic (Payment for covered services shall be made per reimbursement rates in accordance with current Medicare Part B allowable rates and as provided on the Purchase Order)	\$154,000.00
Navigation Only (Available only if completed)	\$550.00
Other Operating Expenses (Paid for by other funds)	\$5,000.00
Total	\$286,550.00

Note: With prior consent of the Well Woman Health Check Program Director and as approved on the CER, the Contractor is authorized to transfer up to a maximum of twenty percent (20%) of the total budget between line items. Transfers exceeding twenty percent (20%) shall require a written Contract Amendment. The Contractor must maintain federal funding requirements.

EXHIBIT 1
CONTRACT NO: CTR059650

Exhibit – 2 CFR 200.332

§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Prime Awardee:	Arizona Department of Health Services
UEI #	QMWUG1AMYF65
Federal Award Identification (Grant Number):	5 NU58DP006341-05-00
Subrecipient name (which must match the name associated with its unique entity identifier):	Pinal County Health Department
Subrecipient's unique entity identifier (UEI #):	GX4FM9VQD7W3
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	NU58DP006341
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	05/11/2021
Subaward Period of Performance Start and End Date;	06/30/2017 - 06/29/2022
Subaward Budget Period Start and End Date:	06/30/2021 - 06/29/2022
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	\$156,550.00
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):	\$3,006,072.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$4,163,992.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Arizona Cancer Prevention and Control Programs
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Center for Disease Control & Prevention
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	93.898- Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations
Identification of whether the award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414	

EXHIBIT 2

CONTRACT NO: CTR059650

2022 NBCCEDP Allowable Procedures and Relevant CPT® Codes

Listed below are allowable procedures and the corresponding suggested Current Procedural Terminology (CPT) codes for use in the National Breast and Cervical Cancer Early Detection Program (NBCCEDP) under these general conditions:

- Grantees are required to be responsible stewards of the NBCCEDP funds and use screening and diagnostic dollars in an efficient and appropriate manner.
- When questions arise regarding the appropriateness to use a specific CPT code, the grantee should discuss with their local medical consultants and CDC to determine appropriateness.
- The CPT codes listed are not all-inclusive and grantees may add other, including temporary, CPT codes for an approved procedure.

CPT Code	Office Visits	End Note	Professional Component (-26)	Technical Component (-TC)	Total
G2025	Telehealth visit.				\$ 99.45
99202	New patient; medically appropriate history/exam; straightforward decision making; 15-29 minutes.				\$ 71.64
99203	New patient; medically appropriate history/exam; low level decision making; 30-44 minutes.				\$ 110.42
99204	New patient; medically appropriate history/exam; moderate level decision making; 45-59 minutes.	1			\$ 165.29
99205	New patient; medically appropriate history/exam; high level decision making; 60-74 minutes.	1			\$ 218.34
99211	Established patient; evaluation and management, may not require presence of physician; presenting problems are minimal.				\$ 22.18
99212	Established patient; medically appropriate history/exam; straightforward decision making; 10- 19 minutes.				\$ 55.12
99213	Established patient; medically appropriate history/exam; low level decision making; 20-29 minutes.				\$ 89.83
99214	Established patient; medically appropriate history/exam; moderate level decision making; 30-39 minutes.				\$ 127.59

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1 | Page 11

No Revisions for 2022 01.28.2022

EXHIBIT 2

CONTRACT NO: CTR059650

CPT Code	Office Visits	End Note	Professional Component (-26)	Technical Component (-TC)	Total
99385	<i>Initial</i> comprehensive preventive medicine evaluation and management; history, examination, counseling and guidance, risk factor reduction, ordering of appropriate immunizations and lab procedures; 18 to 39 years of age.	2			\$ 110.42
99386	Same as 99385, but 40 to 64 years of age.	2			\$ 110.42
99387	Same as 99385, but 65 years of age or older.	2			\$ 110.42
99395	<i>Periodic</i> comprehensive preventive medicine evaluation and management; history, examination, counseling and guidance, risk factor reduction, ordering of appropriate immunizations and lab procedures; 18 to 39 years of age.	2			\$ 89.83
99396	Same as 99395, but 40 to 64 years of age.	2			\$ 89.83
99397	Same as 99395, but 65 years of age or older.	2			\$ 89.83

CPT Code	Screening and Diagnostic Procedures	End Note	Professional Component (-26)	Technical Component (-TC)	Total
Various	To include any pre-operative testing procedures medically necessary for the planned surgical procedure (e.g., complete blood count, urinalysis, pregnancy test, pre-operative CXR, etc.).				
G0279	Diagnostic digital breast tomosynthesis, unilateral or bilateral.	4	\$ 29.43	\$ 24.22	\$ 53.66
10004	Fine needle aspiration biopsy without imaging guidance, each additional lesion.				\$ 50.78
10005	Fine needle aspiration biopsy including ultrasound guidance, first lesion.				\$ 134.41
10006	Fine needle aspiration biopsy including ultrasound guidance, each additional lesion.				\$ 60.12
10007	Fine needle aspiration biopsy including fluoroscopic guidance, first lesion.				\$ 303.11
10008	Fine needle aspiration biopsy including fluoroscopic guidance, each additional lesion.				\$ 161.27
10009	Fine needle aspiration biopsy including CT guidance, first lesion.				\$ 464.76
10010	Fine needle aspiration biopsy including CT guidance, each additional lesion.				\$ 275.10
10011	Fine needle aspiration biopsy including MRI guidance, first lesion.	8			\$ 464.76

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No Revisions for 2022 01.28.2022

2 | Page 1 1

EXHIBIT 2

CONTRACT NO: CTR059650

CPT Code	Screening and Diagnostic Procedures	End Note	Professional Component (-26)	Technical Component (-TC)	Total
10012	Fine needle aspiration biopsy including MRI guidance, each additional lesion.	8			\$ 275.10
10021	Fine needle aspiration biopsy without imaging guidance, first lesion.				\$ 101.52
19000	Puncture aspiration of cyst of breast.				\$ 106.27
19001	Puncture aspiration of cyst of breast, each additional cyst, <i>used with 19000</i> .				\$ 26.77
19081	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; stereotactic guidance; first lesion.	6			\$ 564.38
19082	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; stereotactic guidance; each additional lesion.	6			\$ 450.60
19083	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; ultrasound guidance; first lesion.	6			\$ 564.72
19084	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; ultrasound guidance; each additional lesion.	6			\$ 442.50
19085	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; magnetic resonance guidance; first lesion.	6			\$ 866.35
19086	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; magnetic resonance guidance; each additional lesion.	6			\$ 684.87
19100	Breast biopsy, percutaneous, needle core, not using imaging guidance.				\$ 156.49
19101	Breast biopsy, open, incisional.				\$ 340.24
19120	Excision of cyst, fibroadenoma or other benign or malignant tumor, aberrant breast tissue, duct lesion, nipple or areolar lesion; open; one or more lesions.				\$ 513.87
19125	Excision of breast lesion identified by preoperative placement of radiological marker; open; single lesion.				\$ 566.59
19126	Excision of breast lesion identified by preoperative placement of radiological marker, open; each additional lesion separately identified by a preoperative radiological marker.				\$ 159.97
19281	Placement of breast localization device, percutaneous; mammographic guidance; first lesion.	7			\$ 243.14
19282	Placement of breast localization device, percutaneous; mammographic guidance; each additional lesion.	7			\$ 172.97

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No Revisions for 2022 01.28.2022

3 | Page 11

EXHIBIT 2
CONTRACT NO: CTR059650

CPT Code	Screening and Diagnostic Procedures	End Note	Professional Component (-26)	Technical Component (-TC)	Total
19283	Placement of breast localization device, percutaneous; stereotactic guidance; first lesion.	7			\$ 268.23
19284	Placement of breast localization device, percutaneous; stereotactic guidance; each additional lesion.	7			\$ 204.03
19285	Placement of breast localization device, percutaneous; ultrasound guidance; first lesion.	7			\$ 423.18
19286	Placement of breast localization device, percutaneous; ultrasound guidance; each additional lesion.	7			\$ 356.55
19287	Placement of breast localization device, percutaneous; magnetic resonance guidance; first lesion.	7			\$ 726.40
19288	Placement of breast localization device, percutaneous; magnetic resonance guidance; each additional lesion.	7			\$ 572.91
57452	Colposcopy of the cervix.				\$ 123.59
57454	Colposcopy of the cervix, with biopsy and endocervical curettage.				\$ 167.03
57455	Colposcopy of the cervix, with biopsy.				\$ 158.68
57456	Colposcopy of the cervix, with endocervical curettage.				\$ 148.92
57460	Colposcopy with loop electrode biopsy(s) of the cervix.				\$ 317.94
57461	Colposcopy with loop electrode conization of the cervix.				\$ 354.18
57500	Cervical biopsy, single or multiple, or local excision of lesion, with or without fulguration (separate procedure).				\$ 152.38
57505	Endocervical curettage (not done as part of a dilation and curettage).				\$ 145.10
57520	Conization of cervix, with or without fulguration, with or without dilation and curettage, with or without repair; cold knife or laser.				\$ 346.38
57522	Loop electrode excision procedure.				\$ 298.01
58100	Endometrial sampling (biopsy) with or without endocervical sampling (biopsy), without cervical dilation, any method (separate procedure).				\$ 101.29
58110	Endometrial sampling (biopsy) performed in conjunction with colposcopy (List separately in addition to code for primary procedure).				\$ 50.33

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No Revisions for 2022 01.28.2022

4 | Page 11

EXHIBIT 2
CONTRACT NO: CTR059650

CPT Code	Screening and Diagnostic Procedures	End Note	Professional Component (-26)	Technical Component (-TC)	Total
76098	Radiological examination, surgical specimen.		\$ 15.40	\$ 25.85	\$ 41.25
76641	Ultrasound, complete examination of breast including axilla, unilateral.		\$ 35.30	\$ 69.32	\$ 104.62
76642	Ultrasound, limited examination of breast including axilla, unilateral.		\$ 33.22	\$ 53.06	\$ 86.28
76942	Ultrasonic guidance for needle placement, imaging supervision and interpretation.		\$ 30.88	\$ 26.18	\$ 57.06
77046	Magnetic resonance imaging (MRI), breast, without contrast, unilateral.	5	\$ 69.64	\$ 163.86	\$ 233.50
77047	Magnetic resonance imaging (MRI), breast, without contrast, bilateral.	5	\$ 76.87	\$ 163.20	\$ 240.07
77048	Magnetic resonance imaging (MRI), breast, including CAD, with and without contrast, unilateral.	5	\$ 101.49	\$ 270.05	\$ 371.53
77049	Magnetic resonance imaging (MRI), breast, including CAD, with and without contrast, bilateral.	5	\$ 111.09	\$ 268.72	\$ 379.81
77053	Mammary ductogram or galactogram, single duct.		\$ 17.47	\$ 36.80	\$ 54.27
77063	Screening digital breast tomosynthesis, bilateral.	3	\$ 29.43	\$ 24.22	\$ 53.66
77065	Diagnostic mammography, unilateral, includes CAD.		\$ 39.08	\$ 86.91	\$ 125.99
77066	Diagnostic mammography, bilateral, includes CAD.		\$ 48.33	\$ 111.13	\$ 159.47
77067	Screening mammography, bilateral, includes CAD.		\$ 37.01	\$ 91.89	\$ 128.89

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No Revisions for 2022 01.28.2022

5 | Page 11

EXHIBIT 2
CONTRACT NO: CTR059650

CPT Code	ASC Rates with Relevant CPT Codes	End Note	Facility Price (for Provider)	Facility Fee	
19000	Puncture aspiration of cyst of breast		\$ 42.89	\$ 106.27	
19081	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; stereotactic guidance; first lesion		\$ 163.86	\$ 564.38	
19083	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; ultrasound guidance; first lesion		\$ 154.90	\$ 564.72	
19084	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; ultrasound guidance; each additional lesion		\$ 77.15	\$ 442.50	
19085	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; magnetic resonance guidance; first lesion		\$ 179.78	\$ 866.35	
19100	Breast biopsy, percutaneous, needle core, not using imaging guidance		\$ 69.21	\$ 156.49	
19101	Breast biopsy, open, incisional		\$ 222.11	\$ 340.24	
19120	Excision of cyst, fibroadenoma or other benign or malignant tumor, aberrant breast tissue, duct lesion, nipple or areolar lesion; open; one or more lesions		\$ 413.65	\$ 513.87	
19125	Excision of breast lesion identified by preoperative placement of radiological marker; open; single lesion		\$ 458.08	\$ 556.59	
CPT Code	Pathology	End Note	Professional Component (-26)	Technical Component (-TC)	Total
Various	Pre-operative testing; CBC, urinalysis, pregnancy test, etc. These procedures should be medically necessary for the planned surgical procedure.				
87426	COVID-19 infectious agent detection by nuclei acid DNA or RNA; amplified probe technique.				\$ 35.33
87635	COVID-19 infectious agent antigen detection by immunoassay technique; qualitative or semiquantitative				\$ 51.31
88365	In situ hybridization (e.g., FISH), per specimen; initial single probe stain procedure.		\$ 43.25	\$ 134.99	\$ 178.24
88364	In situ hybridization (e.g., FISH), per specimen; each additional single probe stain procedure.		\$ 34.35	\$ 104.16	\$ 138.51

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No Revisions for 2022 01.28.2022

6 | Page 11

EXHIBIT 2

CONTRACT NO: CTR059650

CPT Code	Pathology	End Note	Professional Component (-26)	Technical Component (-TC)	Total
88366	In situ hybridization (e.g., FISH), per specimen; each multiplex probe stain procedure.		\$ 61.45	\$ 219.61	\$ 281.06
88373	Morphometric analysis, in situ hybridization, computer-assisted, per specimen, each additional probe stain procedure.		\$ 25.85	\$ 44.80	\$ 70.64
88374	Morphometric analysis, in situ hybridization, computer-assisted, per specimen, each multiplex stain procedure.		\$ 43.37	\$ 293.31	\$ 336.68
88367	Morphometric analysis, in situ hybridization, computer-assisted, per specimen, initial single probe stain procedure.		\$ 33.40	\$ 77.95	\$ 111.35
88368	Morphometric analysis, in situ hybridization, manual, per specimen, initial single probe stain procedure.		\$ 40.96	\$ 90.86	\$ 131.82
88369	Morphometric analysis, in situ hybridization, manual, per specimen, each additional probe stain procedure.		\$ 32.02	\$ 81.60	\$ 113.62
88377	Morphometric analysis, in situ hybridization, manual, per specimen, each multiplex stain procedure.		\$ 63.72	\$ 342.39	\$ 406.10
87624	Human Papillomavirus, high-risk types.	9			\$ 35.09
87625	Human Papillomavirus, types 16 and 18 only.	9			\$ 40.55
88141	Cytopathology, cervical or vaginal, any reporting system, <i>requiring interpretation by physician.</i>				\$ 21.32
88142	Cytopathology (liquid-based Pap test) cervical or vaginal, collected in preservative fluid, automated thin layer preparation; manual screening under physician supervision.				\$ 20.26
88143	Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; manual screening and rescreening under physician supervision.				\$ 23.04
88164	Cytopathology (conventional Pap test), slides cervical or vaginal reported in Bethesda System, manual screening under physician supervision.				\$ 15.12
88165	Cytopathology (conventional Pap test), slides cervical or vaginal reported in Bethesda System, manual screening and rescreening under physician supervision.				\$ 42.22

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 No Revisions for 2022 01.28.2022

7 | Page 11

EXHIBIT 2
CONTRACT NO: CTR059650

CPT Code	Pathology	End Note	Professional Component (-26)	Technical Component (-TC)	Total
88172	Cytopathology, evaluation of fine needle aspirate; immediate cytohistologic study to determine adequacy of specimen(s), first evaluation episode.		\$ 35.33	\$ 18.88	\$ 54.21
88173	Cytopathology, evaluation of fine needle aspirate; interpretation and report.		\$ 69.94	\$ 81.23	\$ 151.17
88174	Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; screening by automated system, under physician supervision.				\$ 25.37
88175	Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; screening by automated system and manual rescreening, under physician supervision.				\$ 26.61
88177	Cytopathology, evaluation of fine needle aspirate; immediate cytohistologic study to determine adequacy of specimen(s), each separate additional evaluation episode.		\$ 21.59	\$ 6.97	\$ 28.56
88305	Surgical pathology, gross and microscopic examination.		\$ 37.09	\$ 32.16	\$ 69.24
88307	Surgical pathology, gross and microscopic examination; requiring microscopic evaluation of surgical margins.		\$ 81.90	\$ 196.65	\$ 278.54
88331	Pathology consultation during surgery, first tissue block, with frozen section(s), single specimen.		\$ 61.37	\$ 40.12	\$ 101.49
88332	Pathology consultation during surgery, each additional tissue block, with frozen section(s).		\$ 30.51	\$ 22.86	\$ 53.37
88341	Immunohistochemistry or immunocytochemistry, per specimen; each additional single antibody stain procedure (List separately in addition to code for primary procedure).		\$ 28.14	\$ 62.05	\$ 90.19
88342	Immunohistochemistry or immunocytochemistry, per specimen; initial single antibody stain procedure.		\$ 34.68	\$ 67.33	\$ 102.01
88360	Morphometric analysis, tumor immunohistochemistry, per specimen; manual.		\$ 41.57	\$ 78.61	\$ 120.18

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No Revisions for 2022 01.28.2022

8 | Page 11

EXHIBIT 2

CONTRACT NO: CTR059650

CPT Code	Pathology	End Note	Professional Component (-26)	Technical Component (-TC)	Total
88361	Morphometric analysis, tumor immunohistochemistry, per specimen; using computer- assisted technology.		\$ 43.40	\$ 76.29	\$ 119.69
99070	Supplies and materials (except spectacles), provided by the physician over and above those usually included with the office visit or other services rendered (list drugs, trays, supplies, or materials provided).				Various

HCPCS Code	Transportation Services (AHCCCS Rates)	End Note	Amount
A0080	Non-emergency transportation, per mile, volunteer		\$ 0.44
A0160	Non-emergency transportation, per mile, case worker		\$ 0.44
A0100	Taxicab, base rate, per client		\$ 1.04
S0215	Taxicab, rate/ per mile, urban		\$ 1.28
A0100	Taxicab base rate, per client		\$ 1.04
S0215	Taxicab, rate/ per mile, rural		\$ 1.53
A0120	Ambulatory Van, urban base rate per client		\$ 6.64
S0215	Ambulatory Van, urban rate/ per mile		\$ 1.28
A0120	Ambulatory Van, rural base rate per client		\$ 7.27
S0215	Ambulatory Van, rural rate/ per mile		\$ 1.53
A0130	Wheelchair Van, urban base rate per client		\$ 11.15
S0209	Wheelchair Van, urban rate/ per mile		\$ 1.54
A0130	Wheelchair Van, rural base rate per client		\$ 12.21
S0209	Wheelchair Van, rural rate/ per mile		\$ 1.66

CPT Code	Approved Pre-Operative Codes (ADHS Use Only)	End Note	Professional Component (-26)	Technical Component (-TC)	Total
36415	Lab Draw				\$ 3.00
80048	Basic Metabolic Panel				\$ 9.40
85025	Blood Count				\$ 8.63

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 No Revisions for 2022 01.28.2022

9 | Page 11

EXHIBIT 2
CONTRACT NO: CTR059650

85610	Pro Thrombin				\$ 4.37
85730	Thromboplastin				\$ 6.67
81003	Urinalysis				\$ 2.49
71046	Radiological examination, CHEST - 2 Views		\$ 10.63	\$ 22.20	\$ 32.83
93005	EKG				\$ 6.27
81025	Pregnancy Test				\$ 8.61
Various	Pre-operative testing; CBC, urinalysis, pregnancy test, etc. These procedures should be medically necessary for the planned surgical procedure.				

CPT Code	Anesthesia	End Note	Professional Component (-26)	Technical Component (-TC)	Total
00400	Anesthesia for procedures on the integumentary system, anterior trunk, not otherwise specified				\$ 32.12
99156	Moderate anesthesia, 10-22 minutes for individuals 5 years or older				\$ 75.96
99157	Moderate anesthesia for each additional 15 minutes	10			\$ 62.50
CPT Code	Procedures Specifically Not Allowed	End Note			
Any	Treatment of breast carcinoma in situ, breast cancer, cervical intraepithelial neoplasia and cervical cancer.				
77061	Breast tomosynthesis, unilateral.	11	X	X	X
77062	Breast tomosynthesis, bilateral.	11	X	X	X
87623	Human papillomavirus, low-risk types.		X	X	X

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No Revisions for 2022 01.28.2022

10 | Page 11

EXHIBIT 2

CONTRACT NO: CTR059650

End Note	Description
1	All consultations should be billed through the standard “new patient” office visit CPT codes 99201–99205. Consultations billed as 99204 or 99205 must meet the criteria for these codes. These codes (99204–99205) are typically <u>not</u> appropriate for NBCCEDP screening visits. However, they may be used when provider spends extra time to do a detailed risk assessment.
2	The type and duration of office visits should be appropriate to the level of care needed to accomplish screening and diagnostic follow-up within the NBCCEDP. While some programs may need to use 993XX- series codes, Preventive Medicine Evaluation visits are not covered by Medicare and not appropriate for the NBCCEDP. The 9938X codes shall be reimbursed at or below the 99203 rate, and 9939X codes shall be reimbursed at or below the 99213 rate.
3	List separately in addition to code for primary procedure 77067.
4	List separately in addition to 77065 or 77066.
5	Breast MRI can be reimbursed by the NBCCEDP in conjunction with a mammogram when a client has a BRCA gene mutation, a first-degree relative who is a BRCA carrier, or a lifetime risk of 20% or greater as defined by risk assessment models such as BRCAPro that depend largely on family history. Breast MRI also can be used to assess areas of concern on a mammogram, or to evaluate a client with a history of breast cancer after completing treatment. Breast MRI should never be done alone as a breast cancer screening tool. Breast MRI cannot be reimbursed for by the NBCCEDP to assess the extent of disease in a woman who has just been newly diagnosed with breast cancer in order to determine treatment.
6	Codes 19081–19086 are to be used for breast biopsies that include image guidance, placement of a localization device, and imaging of specimen. They should not be used in conjunction with 19281–19288.
7	Codes 19281–19288 are for image guidance placement of a localization device without image-guided biopsy. These codes should not be used in conjunction with 19081–19086.
8	For CPT 10011 use the reimbursement rate for CPT code 10009. For CPT 10012 use the reimbursement rate for CPT code 10010.
9	HPV DNA testing is not a reimbursable procedure if used as an adjunctive screening test to the Pap for women under 30 years of age.
10	Example: If procedure is 50 minutes, code 99156 + (99157 x 2). No separate charge allowed if procedure <10 minutes.
11	These procedures have not been approved for coverage by Medicare.

Note: all procedures over \$2,500.00 must have prior authorization.

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No Revisions for 2022 01.28.2022

11 | Page 11



Participation in Boycott of Israel

Contract No.: **CTR059650**

PAGE
48

Description: **Well Woman Health Check Program**

OF
49

**Arizona Department of
Health Services**
150 North 18th Ave, Suite 530
Phoenix, AZ 85007

Boycott of Israel Disclosure

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
 2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
- ...
5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 et seq., all offerors must select one of the following:

- The Company submitting this Offer **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 et seq. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- The Company submitting this Offer **does** participate in a boycott of Israel as described in A.R.S. §§35-393 et seq.
- Exempt Solicitation, Contract, or Contractor.**



Participation in Boycott of Israel

Contract No.: **CTR059650**

PAGE
49

Description: **Well Woman Health Check Program**

OF
49

**Arizona Department of
Health Services**
150 North 18th Ave, Suite 530
Phoenix, AZ 85007

Indicate which of the following statements applies to this Contract:

- Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.

Company Name

Signature of Person Authorized to Sign

Address

Printed Name

City State Zip

Title



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

June 8, 2022 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Meeting Notice of Posting

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:

Click to download

[Notice of Posting](#)



PINAL COUNTY
WIDE OPEN OPPORTUNITY

MEETING NOTICE OF POSTING

STATE OF ARIZONA

COUNTY OF PINAL

I, Natasha Kennedy, being duly sworn upon her oath, says as follows:

I am the appointed Clerk of the Pinal County Board of Supervisors.

In my position as Clerk of the Board of Supervisors and Board of Directors, I am responsible for posting all Agendas.

Pursuant to A.R.S. 38-431.02 notice is hereby given that the Pinal County Board of Supervisors and Pinal County Board of Directors will hold a Regular meeting on Wednesday, June 8, 2022 at 9:30 a.m. in the Board Hearing Room, 1891 Historic Courthouse, Administrative Complex, located at 135 N. Pinal Street, Florence, Arizona 85132.

Board Meetings are broadcasted live and the public may access the meeting at <https://www.pinalcountyyaz.gov/bos/Pages/LiveStreaming.aspx>

Board Agendas are available at <https://pinal.novusagenda.com/AgendaPublic/>

At any time during business hours, citizens may reach the Clerk of the Board Office at (520) 866-6068 or via email at ClerkoftheBoard@pinal.gov for information about Board meeting participation.

Note: One or more members of the Board may participate in this meeting by telephonic conference call.

I hereby further certify that I caused to be posted this Friday, June 3, 2022, around 11:00 AM the Regular Agenda, Flood Control District Agenda, Public Health Services District Agenda, and Executive Session as follows:

1. A kiosk located outside the front entrance to The Old Historical Courthouse, Administrative Complex Building, 135 North Pinal Street, Florence, Arizona 85132
2. County website under Meetings located at www.pinal.gov
3. Emailed the NOVUS Agenda Distribution List and Clerk of the Board Notification Distribution List

WITNESS my official signature and corporate seal of Pinal County, Arizona this 3rd day of June, 2022.



Natasha Kennedy
Clerk of the Board
Board of Supervisors of Pinal County, Arizona