



NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION  
PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT  
BOARD OF DIRECTORS  
AGENDA  
Wednesday, January 25, 2023

9:30 AM - CALL TO ORDER

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

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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 December 21, 2022, and January 4, 2023, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)
- \* B. Discussion/approval/disapproval of Contract No. CTR063850 under the Arizona Prescription Drug Overdose Prevention Program between the Arizona Department of Health Services and the Pinal County Public Health District beginning September 1, 2022, ending August 31, 2027, for an amount not to exceed \$351,630. This grant will be used by the Public Health Department to provide prevention, education and outreach, with emphasis on the opioid crisis. (Jan Vidimos/Tascha Spears)
- \* C. Discussion/approval/disapproval of an Intergovernmental Agreement Contract No. CTR057224 Amendment 1, for the COVID-19 ELC Enhancing Detection Expansion project between the Arizona Department of Health Services and the Pinal County Health Services District through the Pinal County Board of Supervisors. This amendment extends the term of the agreement to end May 1, 2024. This agreement was originally approved December 15, 2021, all terms of the original agreement remain in effect with this extension. (Kore Redden/Tascha Spears)
- \* D. Discussion/approval/disapproval of Award Agreement No. CTR059650 Amendment 1 between the Arizona Department of Health Services Well Woman Health Check Program and the Pinal County Public Health Services District. This amendment extends the term of the agreement to end January 28, 2024. (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



AGENDA ITEM

January 25, 2023 ADMINISTRATION BUILDING A  
FLORENCE, ARIZONA

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**REQUESTED BY:**

**Funds #:**

**Dept. #:**

**Dept. Name:** Clerk of the Board

**Director:** Natasha Kennedy

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**BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:**

Discussion/approval/disapproval of the Minutes from December 21, 2022, and January 4, 2023, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)

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

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

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**MOTION:**

Approve as presented.

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History	Who	Approval
Time		

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**ATTACHMENTS:**

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☐ [Minutes PHSD 12.21.2022](#)

☐ [Minutes PHSD 01.04.2023](#)



# **PINAL COUNTY**

WIDE OPEN OPPORTUNITY

**PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT  
BOARD OF DIRECTORS  
MINUTES  
Wednesday, December 21, 2022  
11:42 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 11:42 a.m. this date. The meeting was called to order by Vice-Chairman Serdy, Presiding as Chairman.

**Members Present:** Vice-Chairman Jeff Serdy, Presiding as Chairman; Director Kevin Cavanaugh; Director Mike Goodman; Director Stephen Q. Miller

**Members Absent:** Chairman Jeffrey McClure

**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.

Vice-Chairman Serdy, Presiding as Chairman 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 Items A, B, and C**

Motion Made By: Supervisor Goodman

Seconded By: Supervisor Miller

To approve Consent Agenda Items A, B, and C.

Motion Passed

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

Absent: McClure (1)

- \* A. Discussion/approval/disapproval of the Minutes from November 16, 2022, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)
- \* B. Discussion/approval/disapproval of Contract No. CTR063292 under Prop 201 Smoke Free Arizona between the Arizona Department of Health Services and Pinal County Public Health Services District beginning July 1, 2022, ending June 30, 2027, for \$110,159 each year. This grant will be used by the Public Health Department to provide education for a smoke free Arizona. (Christopher Reimus/Tascha Spears)

- \* C. Discussion/approval/disapproval of Award Agreement CTR060272 between the Arizona Department of Health Services and the Pinal County Public Health Services District through the Pinal County Board of Supervisors beginning July 1, 2022, ending June 30, 2024. This contract includes funding not to exceed \$3,771,635 previously approved by the Board of Supervisors under contract ADHS18-177686 in support of vaccination efforts related to flu, covid, and other vaccine preventable illnesses. The prior approved contract ADHS18-177686 encompassed the standard Immunization Services agreement as well as all supplemental funds. Standard Immunization Services and supplemental funds have now been separated into their own contracts. All supplemental funding programs were moved to the contract under consideration CTR060272 due to differing award end dates from standard immunization services. All programs have been operational since FY2022 as approved and have continued without interruption. (Carey Lennon/Tascha Spears)

**11:43 a.m.** – Vice-Chairman Serdy, Presiding as Chairman adjourned the December 21, 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**

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Presiding as Chairman, Jeff Serdy  
Vice-Chairman

**ATTEST:**

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Natasha Kennedy, Clerk of the Board

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

Approval of Minutes: January 25, 2023



# **PINAL COUNTY**

WIDE OPEN OPPORTUNITY

**PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT  
BOARD OF DIRECTORS  
MINUTES  
Wednesday, January 4, 2023  
10:46 AM**

**BOARD OF DIRECTORS**

**Chairman Jeff Serdy**  
Director, District 5

**Vice-Chairman Jeffrey McClure**  
Director, District 4

**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 10:46 a.m. this date. The meeting was called to order by Chairman Serdy.

**Members Present:** Chairman Jeff Serdy; Vice-Chairman Jeffrey McClure; 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 Serdy 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 as presented Consent Agenda Item A**

**Motion Made By: Supervisor Cavanaugh**

**Seconded By: Supervisor McClure**

**To approve as presented Consent Agenda Item A.**

**Motion Passed**

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

- \* A. Discussion/approval/disapproval of an Affiliation Agreement between Priority Nutrition Care LLC (PNC) the Pinal County Public Health Services District (PCPHSD) Women, Infants, and Children (WIC) Program for the Dietetic Internship Program. This agreement will allow PNC interns to complete part of their internship rotations at PCPHSD. (Merissa Mendoza/Tascha Spears)

**10:46 a.m.** – Chairman Serdy adjourned the January 4, 2023, 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**

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Jeff Serdy, Chairman

**ATTEST:**

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Natasha Kennedy, Clerk of the Board

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

Approval of Minutes: January 25, 2023





AGENDA ITEM

January 25, 2023 ADMINISTRATION BUILDING A  
FLORENCE, ARIZONA

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**REQUESTED BY:**

**Funds #:** 82

**Dept. #:** 359

**Dept. Name:** Public Health Services District

**Director:** Tascha Spears

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**BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:**

Discussion/approval/disapproval of Contract No. CTR063850 under the Arizona Prescription Drug Overdose Prevention Program between the Arizona Department of Health Services and the Pinal County Public Health District beginning September 1, 2022, ending August 31, 2027, for an amount not to exceed \$351,630. This grant will be used by the Public Health Department to provide prevention, education and outreach, with emphasis on the opioid crisis. (Jan Vidimos/Tascha Spears)

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

This contract will provide funds to the Public Health Services District's Prescription Drug Overdose Prevention Program. Reimbursement provided were part of the FY22/23 Budget process and will not impact to the General Fund.

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

Abuse of drugs and drug addiction is a challenging public health problem. In recent years, the opioid crisis has impacted individuals, families and communities. With the resources awarded through AZ Prescription Drug Overdose Prevention, Pinal County Public Health will work with community stakeholders focusing on outreach emphasizing early access to treatment for those using drugs, along with education and prevention strategies to lessen the impact of drug use on our Pinal community.

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**MOTION:**

Approve as presented.

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History

Time	Who	Approval
1/13/2023 12:11 PM	County Attorney	Yes
1/17/2023 7:20 AM	Grants/Hearings	Yes
1/17/2023 11:36 AM	Budget Office	Yes
1/18/2023 1:23 PM	County Manager	Yes

**ATTACHMENTS:****Click to download**☐ [Grant Request](#)☐ [AZ Prescription Drug Overdose Prevention Program Agreement](#)



## 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. CTR063850

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
150 North 18<sup>th</sup> Avenue, Suite 530  
Phoenix, Arizona 85007

Procurement Officer  
**Anthony Beckum**

Project Title: Arizona's Prescription Drug Overdose Prevention Program

Begin Date: September 1, 2022

Geographic Service Area: Pinal County

Termination Date: August 31, 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:

<input checked="checked" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

**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.

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.

<p>Arizona Transaction (Sales) Privilege:</p> <hr/> <p>Federal Employer Identification No.:</p> <hr/> <p>Tax License No.:</p> <hr/> <p>Contractor Name: <b>Pinal County Public Health Services District</b></p> <p>Address: <b>PO Box 2945 Florence, AZ 85132</b></p>	<p><b>FOR CLARIFICATION, CONTACT:</b></p> <p>Name: <u>Tascha Spears, Ph.D., M.Sc., RN, Director</u></p> <p>Phone: <u>(520) 960-0633</u></p> <p>FAX No: _____</p> <p>E-mail: <u>Tascha.spears@pinal.gov</u></p>
<p><b>CONTRACTOR SIGNATURE:</b></p> <p>The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.</p> <hr/> <p>Signature of Person Authorized to Sign _____ Date _____</p> <hr/> <p>Print Name and Title _____</p>	<p><b>This Contract shall henceforth be referred to as Contract</b></p> <p><b>No. <u>CTR063850</u></b> 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><b>State of Arizona</b></p> <p><b>Signed this _____ day of _____, 202_</b></p> <hr/> <p><b>Procurement Officer</b></p>
<p><b>CONTRACTOR ATTORNEY SIGNATURE:</b></p> <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.</p> <hr/> <p>Signature of Person Authorized to Sign _____ Date _____</p> <hr/> <p>Print Name and Title _____</p>	<p><b>Contract, No. CTR063850</b>, 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><b>The Attorney General, BY:</b></p> <hr/> <p><b>Signature _____ Date _____</b></p> <p>Assistant Attorney General:</p>

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
<b>CTR063850</b>	

**1. Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

As used in this Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any item the Solicitation which 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 "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- 1.6 "Days" means calendar days unless otherwise specified.
- 1.7 "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.
- 1.8 "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.
- 1.9 "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.
- 1.10 "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.
- 1.11 "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.
- 1.12 "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.
- 1.13 "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 1.14 "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 Materials or any Services required for the performance of the Contract.
- 1.15 "Subcontractor" means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
<b>CTR063850</b>	

**2. Contract Type.**

This Contract shall be:

    X     Cost Reimbursement

**3. Contract Interpretation**

- 3.1. 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.
- 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. Special Terms and Conditions;
  - 3.3.2. Uniform Terms and Conditions;
  - 3.3.3. Statement or Scope of Work;
  - 3.3.4. Specifications;
  - 3.3.5. Attachments;
  - 3.3.6. Exhibits; then
  - 3.3.7. Any other documents referenced or included in the Solicitation including, but not limited to, any Bid or Offer documents provided by the Contractor that do not fall into one of the above categories.
- 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 Parol 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.
- 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.

**4. Contract Administration and Operation**

- 4.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other "records" relating to the acquisition and

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
<b>CTR063850</b>	

performance of the Contract for a period of five (5) 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.

- 4.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.3. Audit. Pursuant to A.R.S. § 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.
- 4.4. 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 as required under A.R.S. § 41-2547. 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.
- 4.5. 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, stated in the Contract, or listed on the State's eProcurement system. 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.
- 4.6. 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 Procurement Officer.
- 4.7. Continuous Improvement. Contractor shall recommend continuous improvements on an on-going basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.
- 4.8. Other Contractors. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 4.9. Ownership of Intellectual Property
  - 4.9.1. Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR063850	

product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

4.9.2. "Government Purpose Rights" are:

- 4.9.2.1. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;
- 4.9.2.2. the right to release or disclose that work product to third parties for any State government purpose; and
- 4.9.2.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

4.9.3. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.

4.9.4. Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

4.9.5. Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

- 4.9.5.1. any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;
- 4.9.5.2. any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and
- 4.9.5.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.

4.9.6. Developments Outside Of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.

4.10. Property of the State. If there are any materials that are not covered by Section 3.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials 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.

4.11. Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local



CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR063850	

immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, 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 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 or debarment of the contractor.

4.12. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

4.13. Offshore Performance of Work Involving Data is 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 Data shall be performed within the defined territories of the United States.

4.14. Certifications Required by State Law.

4.14.1. If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq.* and will refrain from any such boycott for the duration of this Contract.

4.14.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

#### 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 Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

5.2. Delivery. Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.

5.3. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.

5.4. Applicable Taxes

5.4.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

5.4.2. 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.

5.4.3. 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.

5.4.4. 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.

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5.5. 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.

5.6. 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 Materials or Services are not funded, the State may take any of the following actions:

5.6.1. Accept a decrease in price offered by the Contractor;

5.6.2. Cancel the Contract; or

5.6.3. Cancel the Contract and re-solicit the requirements.

## 6. Contract Changes

6.1. 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 Services or Materials, the revision of payment terms, or the substitution of Services 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.

6.2. 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 as described in Arizona State Procurement Office Standard Procedure 002. 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.

6.3. 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.

## 7. Risk and Liability

7.1. Risk of Loss. The Contractor shall bear all loss of conforming Materials 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.

### 7.2. Indemnification

7.2.1. Contractor/Vendor Indemnification (Not Public Agency). 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

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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 Insurance and Indemnification Guidelines for State of Arizona Contracts Professional Service Contracts 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. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

7.2.2. 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.

7.3. 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 paragraph shall not apply.

7.4. Force Majeure.

7.4.1. Except for payment of sums due, neither the Contractor nor State 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, 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.

7.4.2. Force Majeure shall not include the following occurrences:

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

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

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

7.4.3. If either the Contractor or State 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

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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.

7.4.4. 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.

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

## 8. Warranties

8.1. Liens. The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens.

8.2. Quality. Unless otherwise modified elsewhere in the Special Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:

8.2.1. Of a quality to pass without objection in the trade under 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. Conformity to Requirements.

8.3.1. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:

8.3.1.1. Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;

8.3.1.2. Be free from defects of material and workmanship;

8.3.1.3. Conform to or perform in a manner consistent with current industry standards; and

8.3.1.4. Be fit for the intended purpose or use described in the Contract.

8.3.2. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit

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acceptance of the Materials or Services.

- 8.4. Inspection/Testing. The warranties set forth in this Section 7 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.
- 8.5. Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.
- 8.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.
- 8.7. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 8.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.
- 8.9. Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.
- 8.10. Performance in Public Health Emergency. Contractor warrants that it will:
- 8.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:
    - 8.10.1.1. Identification of response personnel by name;
    - 8.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce; and
    - 8.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.
  - 8.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

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8.10.3. A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.

8.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.

8.11. Lobbying

8.11.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

8.11.2. Exception. This paragraph 7.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

8.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

8.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

8.14. False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.

8.15. Survival of Rights and Obligations after Contract Expiration or Termination.

8.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

8.15.2. 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.

8.15.3. 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

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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.

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 under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

9.2. Stop Work Order.

9.2.1. 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.

9.2.2. 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.

9.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

9.4. 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 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.

9.5. 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.

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 with 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

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State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) 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 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.

10.4. 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 or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

10.5. Termination for Default.

10.5.1. 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.

10.5.2. 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.

10.5.3. 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 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.

10.6. 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.

## 11. 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.

## 12. 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 (A.R.S. Title 41).



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**13. Communication**

- 13.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.
- 13.2. 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.

**14. 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.

**15. 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.

**16. Administrative Changes**

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

**17. 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.

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## **18. Fraud, Waste, or Abuse**

- 18.1. ADHS requires all employees to abide by the State's Personnel System Rules, R2-5A-501; Standards of Conduct which includes maintaining high standards of honesty, integrity, and impartiality, free from personal considerations and/or favoritism, and Code of Conduct for individuals engaged in Accounting, Financial and Budgeting Activities which depicts the moral, ethical, legal and professional aspects of personal conduct. ADHS requires the same conduct of its consultants, vendors, contractors, subrecipients, or persons doing business with the agency.
- 18.2. Any State employee, consultant, vendor, contractor or subrecipient or person doing business with the Agency who receives a report of improper activity must report the information within one (1) business day. Note: Federal Award policy denotes awardees must disclose, in a timely manner, in writing to ADHS all violations of Federal Criminal Law, involving fraud, bribery, or gratuity violations potentially affecting Federal Awards.
- 18.3. Anyone suspecting Fraud, Waste, or Abuse related to ADHS activities are required to report Fraud, Waste, or abuse through any of the following reporting channels:
- 18.3.1. ADHS Ethics Action Hotline at (602) 542-2347,
  - 18.3.2. ADHS Ethics Action Email at [reportethics@azdhs.gov](mailto:reportethics@azdhs.gov) ,or
  - 18.3.3. General Accounting Office (GAO) Fraud Reporting Email at [reportfraud@azdoa.gov](mailto:reportfraud@azdoa.gov) to report Fraud, Waste, or Abuse incidents.

## **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 .

## **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 15<sup>th</sup> 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. 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

## **22. 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

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is changed or modified with an official ADHS Procurement Change Order, and/or an additional Purchase Order is 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

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awards, but may be used for interim accounting purposes only.

- 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.

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**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 UEI 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.

## **27. 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 18<sup>th</sup> Avenue, Suite 280, Phoenix, Arizona 85007.

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## 1. DEFINITIONS:

- 1.1 “ADHS” for the purpose of this document refers to the Arizona Department of Health Services.
- 1.2 “OIVP” for the purpose of this document refers to the Office of Injury and Violence Prevention within the Arizona Department of Health Services.
- 1.2 “CDC” for the purpose of this document refers to the Centers for Disease Control and Prevention.
- 1.3 “CME” for the purpose of this document refers to Continuing Medical Education.
- 1.4 “CSPMP” for the purpose of this document refers to the Controlled Substances Prescription Monitoring Program.
- 1.5 “County or County Health Department” for the purpose of this document means the individual counties selected as high-burden areas in the state to implement the Prescription Drug Misuse and Abuse Toolkit.
- 1.6 “County Health Department Program Managers” for the purpose of this document, refers to the individual who works for the Contractor who has overall responsibility of the proposed project, including management of staff and Contractors to ensure that the State is in compliance with all grant requirements and communication with ADHS on progress made toward achieving the deliverables.
- 1.7 “DEA” for the purpose of this document refers to the United States Drug Enforcement Administration.
- 1.8 “High-burden areas” for the purpose of this document refers to communities which are identified by ADHS and Contractor as areas within the county with the highest rates of prescription drug mortality and morbidity.
- 1.9 “NAS” for the purpose of this document refers to Neonatal Abstinence Syndrome.
- 1.10 “Partners” for the purpose of this document refers to state agencies, providers, evidence based practices (EBP’s), communities and others.
- 1.11 “PSAs” for the purpose of this document refers to public service announcements.
- 1.12 “RHBAs” for the purpose of this document refers to Regional Behavioral Health Authorities.
- 1.13 “Rx” for the purpose of this document refers to prescription.
- 1.14 “ADHS Program Manager” means Arizona Department of Health Services employed staff managing the Project contract.
- 1.15 “ADHS Injury Epidemiologist” means Arizona Department of Health Services employed injury epidemiologist.
- 1.16 “Shall or Must” means a mandatory requirement. Failure to meet these mandatory requirements may deem Contractor out of compliance with the Agreement.

## 2. BACKGROUND

- 2.1. ADHS OIVP administers funds provided by the CDC for operation of the Overdose Data to Action (OD2A) Cooperative Agreement , and AHCCCS’ State Opioid Response (SOR) funding from the Substance Abuse and Mental Health Services Administration (SAMHSA);
- 2.2. The overarching goal of the State Opioid Response (SOR) grant is to increase access to OUD treatment, coordinated and integrated care, recovery support services and prevention activities to reduce the prevalence of OUDs, stimulant use disorders, and opioid-related overdose deaths. The project approach includes developing and supporting state, regional, and local level collaborations and service

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enhancements to develop and implement best practices to comprehensively address the full continuum of care related to stimulant and opioid misuse, abuse and dependency;

- 2.3. Abuse and addiction to opioids is a serious and challenging national public health problem. Deaths from drug overdose have risen steadily over the past two (2) decades and have become the leading cause of injury death in the United States. The latest numbers from the CDC show a reported 92,452 overdose deaths for the year 2020, up thirty percent (30%) from the 71,130 deaths in 2019. Of those 2020 deaths, opioids were involved in 69,031, which accounts for seventy-five percent (75%) of all drug overdose deaths;
- 2.4. Previously, this opioid epidemic had been driven by prescription drug use. According to data from Arizona's CSPMP, there were 4.1 million Class II-IV prescriptions written and 240,511,812 pills dispensed in Arizona in 2019. This equates to thirty-four (34) Schedule II-IV controlled substance pills for every person, adults and children, living in Arizona. According to experts, recent prescribing practices in Arizona rank our state as twenty-eighth (28<sup>th</sup>) for opioid prescribing with forty-four point one (44.1) prescriptions per 100 people; but this is no longer the root cause of overdose deaths;
- 2.5. Now, the main driver of the opioid crisis is fentanyl. In 2019, synthetic opioids were involved in more than 36,000 deaths in the U. S., which is about seventy-three percent (73%) of all opioid-involved deaths that year. Most of these fentanyl deaths were due to illicitly-made fentanyl, which is found in counterfeit pills and being mixed into other drugs such as heroin. Other street drugs (such as methamphetamines) may be laced with fentanyl without the user's knowledge, adding to risk of overdose. In Arizona, presence of fentanyl in overdoses significantly increased from nine percent (9%) in 2017 to fifty percent (50%) in 2021;
- 2.6. In addition to the human cost, the financial burden of opioid misuse is enormous. In 2019, there were 56,623 hospital visits related to opioids in Arizona, at an average cost of \$11,942 per visit. This equals about \$676 million dollars in health care costs due to opioids; and
- 2.7. Prescription and illicit opioids, like fentanyl, are addictive and responsible for an increasing number of deaths in Arizona. This rise reflects a growing problem across the nation and overdose deaths are the leading cause of preventable injury death.

### **3. OBJECTIVE**

With resources awarded through the CDC and SAMHSA, Arizona will be well equipped to continue expanding prevention services and strategies to halt, reverse, and diminish the opioid crisis in our state. Key strategies and initiatives that will guide ADHS' work include:

- 3.1. Enhancing the capacity of county health departments to address the opioid epidemic through implementation of prevention-based strategies that will lessen the overall impact and burden of opioid misuse across the community; and
- 3.2. Expanding local linkages to care to improve access to prevention-based and Opioid Use Disorder (OUD) treatment services across the state.

### **4. TASKS**

The Contractor shall integrate:

- 4.1. State and Local Prevention and Response Efforts
  - 4.1.1. Implementing a statewide community toolkit or other evidence/evidence informed interventions,

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- 4.1.2. Provide support to organizations, such as school, justice involved agencies, or health care systems, and individuals in order to enhance opportunities for distributing and destigmatizing naloxone kits to the public, and
- 4.1.3. Ongoing support, development, and implementation of an overdose fatality review committee, per legislative authority.
- 4.2. Establish Linkages to Care
  - 4.2.1. Provide local lists/information on area service providers and current evidence-based treatment space and capacity to organizations, such as school, justice involved agencies, or health care systems, and individuals,
  - 4.2.2. Partner with community-based organizations to address social determinants of health (SDOH) e.g. transportation access, and availability of peer support and linkages to care services provided to individuals e.g. justice-involved, and
  - 4.2.3. Partner with local agencies/organizations to establish protocols and procedures guiding the process for linking post overdose and/or individuals at risk e.g. justice-involved for overdose to the appropriate follow-up treatment and support services.
- 4.3. Providers and Health System Support
  - 4.3.1. Collaborate with community partners to develop dashboards, reports, and other materials for providers and community on local trends related to opioid misuse; and
  - 4.3.2. Increase the awareness and education of the Arizona Opioid Assistance and Referral (OAR) Line.
- 4.4. Have a representative from the County participate in the ADHS Linkages to Care workgroup.

## **5. REQUIREMENTS**

- 5.1. The local overdose fatality review (OFR) teams are required to identify a local point of contact within the county health department to receive confidential medical information, personally identifiable information, or highly-sensitive personal information via secure messaging from the ADHS Office of Vital Records (OVR) or the ADHS. The designated point of contact agrees to monitor authorized persons use of personally identifiable data and not to use or disclose confidential medical information, personally identifiable information or highly-sensitive personal information as required by law; and
- 5.2. The county will designate a point of contact that will be responsible for maintaining documentation of any PSAs created and placed in the county, regarding opioid misuse prevention.

## **6. DELIVERABLES**

The Contractor shall:

- 6.1. Participate in surveys, interviews (remote or face-to-face), and questionnaires developed and disseminated by ADHS' Evaluation Team or Consultant to collect data and information necessary to assess the state and local progress with meeting grant related goals, objectives, evaluation, and outcomes;
- 6.2. Receive prior approval before developing or releasing any PSAs or new educational materials;



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- 6.3. Prepare and submit annual budget(s) and work/ action plan(s);
- 6.4. Prepare and submit quarterly Contractors Expenditures Reports (CERs) and documentation at the end of each quarter;
- 6.5. Submit quarterly reports to ADHS detailing quarterly progress on grant activities;
- 6.6. Complete and submit Local Annual OFR Analysis;
- 6.7. Attend contractor meetings with ADHS staff;
- 6.8. Plan, schedule and attend onsite/ virtual site visit with ADHS staff, as necessary to meet grant requirements;
- 6.9. Attend and participate in quarterly contractor meetings with ADHS;
- 6.10. Participate in statewide media/ marketing efforts;
- 6.11. Attend and participate in ADHS' Linkages to Care workgroup; and
- 6.12. Attend and participate in any training, statewide contractor's meetings, or professional development provide by ADHS or it's contracted vendors, as necessary.

**CDC Overdose Data to Action (OD2A) Grant Deliverables Timeline (August 30 - August 29)**

<b>Deliverable Title</b>	<b>DUE DATE</b>
1 <sup>st</sup> Quarter Survey Completion and CER (September – November)	November 30 <sup>th</sup>
2 <sup>nd</sup> Quarter Survey Completion and CER (December – February)	February 28 <sup>th</sup>
3 <sup>rd</sup> Quarter Survey Completion and CER (March – May)	May 31 <sup>st</sup>
4 <sup>th</sup> Quarter Survey Completion and CER (June – August)	August 31 <sup>st</sup>

**State Overdose Response (SOR) Grant Deliverables Timeline (October 1 - September 30)**

<b>Deliverable Title</b>	<b>DUE DATE</b>
1 <sup>st</sup> Quarter Survey Completion and CER (October – December)	December 31 <sup>st</sup>
2 <sup>nd</sup> Quarter Survey Completion and CER (January – March)	March 31 <sup>st</sup>
Local OFR Data Submission	May 1 <sup>st</sup>
3 <sup>rd</sup> Quarter Survey Completion and CER (April – June)	June 30 <sup>th</sup>
Complete Local Annual OFR Analysis	July 1 <sup>st</sup>
4 <sup>th</sup> Quarter Survey Completion and CER (July – September)	September 29 <sup>th</sup>

**7. STATE PROVIDED ITEMS**

ADHS will:

- 7.1. Provide budget, work/ action plan, CER, and quarterly report templates;
- 7.2. Coordinate quarterly contractor calls with county staff to facilitate state and county updates, and progress on opioid prevention projects and activities;
- 7.3. Host an annual meeting for funded agencies and organization, either face-to-face or virtual;

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- 7.4. Schedule meetings and professional development opportunities with Counties to provide additional support for the implementation of grant related activities; and
- 7.5. Provide data and case records for the contractor's local OFR program.

## **8. REFERENCE DOCUMENTS**

- 8.1. Arizona Opioid Epidemic webpage and Interactive Data Dashboard- [azhealth.gov/opioid](http://azhealth.gov/opioid);
- 8.2. Arizona Opioid Assistance and Referral (OAR) Line- <https://phoenixmed.arizona.edu/oar>;
- 8.3. Centers for Disease Control and Prevention (CDC) Drug Overdose Website- <https://www.cdc.gov/drugoverdose/>; and
- 8.4. Substance Abuse and Mental Health Services Administration (SAMSHA) Programs Website- <https://www.samhsa.gov/programs>.

## **9. APPROVALS**

- 9.1. Prior to publishing or recording any marketing materials including, but not limited to, brochures, posters, public service announcements, publications, videos, or journal articles which will be developed and paid using funds awarded under this Contract, a draft of the marketing material must first be approved by ADHS. The ADHS Communications Director must approve prior to the dissemination of such materials or airing of such announcements.
- 9.2. With prior written approval from the ADHS Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Contractor should reach out to the ADHS Program Manager before the end of the 3<sup>rd</sup> quarter, so that a timely amendment can be processed by ADHS.
- 9.3. Requests for publication, student thesis or dissertations based on the work funded by this intergovernmental Agreement must be approved in writing, in advance, by the ADHS Principal Investigator. The contractor shall submit the request to the ADHS Principal Investigator at least forty-five (45) days in advance of proposed publication date. ADHS agrees to limit circulation and use of such materials to internal distributions with ADHS and agrees that such distribution will be solely for the purposes of review and comment ADHS may require additional statements and will provide the statements when needed.
- 9.4. ADHS will provide confidential data and case records to the contractor for the contractor's local OFR program per ARS 36-198-Access to Information. Data and case records provided will be limited to contractor's staff or consultants who develop the local team's case review(s). Data and case records will not be share or transferred without ADHS' written approval.

## **10. NOTICES, CORRESPONDENCE, REPORTS**

- 10.1. Notices, Correspondence and Reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services  
Maritza Valenzuela, Office Chief of Injury & Violence Prevention  
150 North 18<sup>th</sup> Avenue, Suite 310  
Phoenix, AZ 85007  
Tel: 602.542.7340  
Fax: 602-364-1496  
Email: [maritza.valenzuela@azdhs.gov](mailto:maritza.valenzuela@azdhs.gov)

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10.2. Contractor Expenditure Reports (CERs) and documentation from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services  
 Attn: Byron Homer, BCDHP Finance Manager  
 150 North 18th Avenue, Suite 310  
 Phoenix, AZ 85007  
 Tel: 602.364.1223  
 Email: byron.homer@azdhs.gov

With an email cc: to maritza.valenzuela@azdhs.gov.

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

Tascha Spears, Ph.D., M.Sc., RN, Director  
 Pinal County Public Health Services District  
 PO Box 2945  
 Florence, AZ 85132  
 Phone: (520) 960-0633  
 Email: Tascha.spears@pinal.gov

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT PRICE SHEET</b>
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**PRICE SHEET**  
Pinal County

<b>CDC Overdose Data to Action Cooperative Agreement (OD2A) September 01, 2022 – August 31, 2023</b>	
<b><u>ACCOUNT CLASSIFICATION</u></b>	<b><u>AMOUNT</u></b>
Personnel	\$150,274.00
ERE	\$49,836.00
Professional & Outside Services	\$0.00
In-State Travel Expense	\$500.00
Out of State Travel Expense	\$15,000.00
Capital Outlay (Equipment) Expense	\$0.00
Other Operating Expense	\$66,009.00
Indirect (10% Maximum)	\$20,011.00
<b>Total</b>	<b>\$301,630.00</b>

<b>State Opioid Response Grant (SOR) Drug Overdose Fatality Review October 1, 2022 – September 30, 2023</b>	
<b><u>ACCOUNT CLASSIFICATION</u></b>	<b><u>AMOUNT</u></b>
Personnel	\$30,409.00
ERE	\$14,977.00
Professional & Outside Services	\$0.00
In-State Travel Expense	\$0.00
Out of State Travel Expense	\$0.00
Capital Outlay (Equipment) Expense	\$0.00
Other Operating Expense	\$0.00
Indirect (10% maximum)	\$4,614.00
<b>Total</b>	<b>\$50,000.00</b>

\*Indicates indirect rate calculation

With prior written approval from the Program manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.

**AUTHORIZATION FOR PROVISION OF 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.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT EXHIBIT A</b>
<b>CTR063850</b>	

### Exhibit A

#### § 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 NU17CE924965-03-00

#### Subrecipient name (which must match the name associated with its unique entity identifier):

Pinal County Public Health Services District

#### Subrecipient's unique entity identifier (UEI #):

GX4FM9VQD7W3

#### Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):

NU17CE924965

#### 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;

07/29/2021

#### Subaward Period of Performance Start and End Date;

9/01/2021 - 9/29/2022

#### Subaward Budget Period Start and End Date:

9/01/2021 - 9/29/2022

#### Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):

\$301,630.00

#### 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):

\$301,630.00

#### Total Amount of the Federal Award committed to the subrecipient by the pass-through entity

\$301,630.00

#### Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

Arizona Proposal for the Overdose Data to Action Cooperative Agreement

#### Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
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:

93.136- Injury Prevention and Control Research and State and Community Based Programs

#### 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

26.70



AGENDA ITEM

January 25, 2023 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 an Intergovernmental Agreement Contract No. CTR057224 Amendment 1, for the COVID-19 ELC Enhancing Detection Expansion project between the Arizona Department of Health Services and the Pinal County Health Services District through the Pinal County Board of Supervisors. This amendment extends the term of the agreement to end May 1, 2024. This agreement was originally approved December 15, 2021, all terms of the original agreement remain in effect with this extension. (Kore Redden/Tascha Spears)

---

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

This program was included in the FY22/23 budget planning process and will have no impact to the General Fund.

---

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

These funds will allow Public Health to continue with established relationships with Community partners to enhance and expand response activities related to COVID-19 and other communicable infections.

---

**MOTION:**

Approve as presented.

---

History		
Time	Who	Approval
1/13/2023 12:16 PM	County Attorney	Yes
1/17/2023 7:21 AM	Grants/Hearings	Yes
1/17/2023 11:37 AM	Budget Office	Yes
1/18/2023 1:11 PM	County Manager	Yes
1/18/2023 2:44 PM	Clerk of the Board	Yes

---

**ATTACHMENTS:**

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☐ [Amendment 1](#)



## 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 \_\_\_\_\_



	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: <b>CTR057224</b>	IGA Amendment No: 1	Procurement Officer <b>Hana Hehman</b>

<b>COVID-19 ELC Enhancing Detection Expansion</b>
---

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to Terms and Conditions, Provision Six (6), Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, it is mutually agreed:

1.1. The Contract is hereby extended through May 1, 2024.

**ALL OTHER PROVISIONS SHALL REMAIN IN THEIR ENTIRETY**

<b>All other provisions of this agreement remain unchanged.</b>
---

**Pinal County Public Health Services District**

Contractor Name:  
**971 North Jason Lopez Circle, Building D**  
**P.O. Box 2945**

Address:

<b>Florence</b>	<b>Arizona</b>	<b>85132-2945</b>
City	State	Zip

County Authorized Signature

Print Name

Title and Date

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signature	Date
-----------	------

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20--.

Print Name

Procurement Officer

Contract No.: **CTR057224**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature	Date
-----------	------

Assistant Attorney General

Print Name



AGENDA ITEM

January 25, 2023 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 No. CTR059650 Amendment 1 between the Arizona Department of Health Services Well Woman Health Check Program and the Pinal County Public Health Services District. This amendment extends the term of the agreement to end January 28, 2024. (Carey Lennon/Tascha Spears)

---

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

This program was part of the Public Health Services District annual budget planning 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
1/12/2023 4:52 PM	County Attorney	No
1/13/2023 11:38 AM	Public Health/ME	Yes
1/13/2023 12:14 PM	County Attorney	Yes
1/17/2023 7:24 AM	Grants/Hearings	Yes
1/17/2023 8:20 AM	Budget Office	Yes
1/18/2023 8:26 AM	County Manager	Yes
1/18/2023 9:45 AM	Clerk of the Board	Yes

---

**ATTACHMENTS:**

Click to download

☐ [Cover Sheet](#)

☐ [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 \_\_\_\_\_

	<h1>CONTRACT AMENDMENT</h1>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</b> 150 N 18 <sup>th</sup> Ave., Ste. #530 Phoenix, Arizona 85007
	<b>CONTRACT NO.: CTR059650</b>	<b>AMENDMENT NO.: 1</b>	Procurement Officer <b>Anthony Beckum</b>


<b>Well Woman Health Check Program</b>	
<p>Effective upon signature by both parties it is mutually agreed that the Contract referenced in this amendment is amended as follows:</p> <ol style="list-style-type: none"> <li>Pursuant to Special Terms and Conditions, Provision Three (3), Contract Extensions (2 Year Maximum) the Contract is hereby extended to <b>January 28<sup>th</sup>, 2024.</b></li> <li>Pursuant to the Uniform Terms and Conditions, Provision Five (5), Contract Changes, Section 5.1., Amendments the Contract is hereby revised with the following:             <ol style="list-style-type: none"> <li>The Scope of Work is revised and replaced;</li> <li>The Price Sheet is revised and replaced;</li> <li>Exhibit 1 is revised and replaced;</li> <li>The Boycott of Israel Disclosure is revised and replaced; and</li> <li>The Forced Labor of Ethnic Uyghurs Ban is added.</li> </ol> </li> </ol> <p style="text-align: center;">CHANGES SHALL BE REFLECTED IN <span style="color: red;">RED</span></p> <p style="text-align: center;"><b>ALL OTHER PROVISIONS SHALL REMAIN IN THEIR ENTIRETY</b></p>	
Contractor hereby acknowledges receipt and acceptance of above amendment and that a signed copy must be filed with the Procurement Office before the effective date	The above referenced Contract Amendment is hereby executed this ____ day of _____ 20____ at Phoenix, Arizona  <div style="text-align: center;">(To be filled out by Procurement Office)</div>
<div style="background-color: #cccccc; padding: 2px;">Contractor Signature</div> <div style="height: 30px; border: 1px solid black;"></div> <div style="background-color: #cccccc; padding: 2px;">Contractor Signature Date</div> <div style="height: 30px; border: 1px solid black;"></div> <div style="background-color: #cccccc; padding: 2px;">Authorized Signatory's Name and Title</div> <div style="background-color: #cccccc; padding: 2px;">Pinal County Health Department</div> <div style="background-color: #cccccc; padding: 2px;">Contractor's Name</div>	<div style="height: 100px; border: 1px solid black;"></div> <div style="background-color: #cccccc; padding: 2px;">Procurement Officer Signature</div>

	<b>CONTRACT AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> <b>OFFICE OF PROCUREMENT</b> 150 N 18 <sup>th</sup> Ave., Ste. #530 Phoenix, Arizona 85007
	<b>CONTRACT NO.: CTR059650</b>	<b>AMENDMENT NO.: 1</b>	Procurement Officer <b>Anthony Beckum</b>

### Scope of Work

#### **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 <a href="#">The Guide to Community Preventive Services</a> .
HIPAA:	Health Insurance Portability Accountability and Affordability Act. All WWHP information and data must be managed within HIPAA guidelines.

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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.
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



## CONTRACT AMENDMENT

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
OFFICE OF PROCUREMENT**  
150 N 18<sup>th</sup> Ave., Ste. #530  
Phoenix, Arizona 85007

**CONTRACT NO.: CTR059650**

**AMENDMENT NO.: 1**

Procurement Officer  
**Anthony Beckum**

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.



	<h1 style="text-align: center;">CONTRACT AMENDMENT</h1>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</b> 150 N 18 <sup>th</sup> Ave., Ste. #530 Phoenix, Arizona 85007
	<b>CONTRACT NO.: CTR059650</b>	<b>AMENDMENT NO.: 1</b>	Procurement Officer <b>Anthony Beckum</b>

## 1. Background:

- 1.1 ADHS, Division of Public Health Services (PHS), Bureau of Chronic Disease and Health Promotion (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) **(aged forty to sixty-four (40-64) years for breast cancer, and aged twenty-one to sixty-four (21-64) years for cervical cancer)**, 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 legal permanent resident of at least five (5) years.

## 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 **including those living in rural and frontier geographic areas; culturally isolated, incarcerated or institutionalized, medically underserved, racial and ethnic minorities, women with disabilities, lesbians, gay, bisexual, transgender, or queer, and with low literacy or non-English speaking language barriers**); and



## CONTRACT AMENDMENT

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
OFFICE OF PROCUREMENT  
150 N 18<sup>th</sup> Ave., Ste. #530  
Phoenix, Arizona 85007

CONTRACT NO.: CTR059650

AMENDMENT NO.: 1

Procurement Officer  
**Anthony Beckum**

- 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
- 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;
- 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; and
- 1.3.3.6 **NBCCEDP funds can be used to evaluate women under the age of forty (40) who are asymptomatic and have been determined to be at high risk for breast cancer.**
- 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 **a majority** 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;



## CONTRACT AMENDMENT

ARIZONA DEPARTMENT OF  
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Procurement Officer  
**Anthony Beckum**

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. Women from populations with high rates of late stage disease and high mortality should be the focus of the program.

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);

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

1.3.5.3. Women not eligible to receive Medicare Part B and those who are Medicare-eligible but cannot pay the premium to enroll in Medicare Part B may receive mammograms through the NBCCEDP.

### 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 Referral 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. If the woman has legal permanent residency status, the Sponsor Deeming Form AH-611 must also be completed. All application documents for the BCCTP are found online at [www.wellwomanhealthcheck.org/bcctp](http://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,

1.4.2 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



## CONTRACT AMENDMENT

ARIZONA DEPARTMENT OF  
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CONTRACT NO.: CTR059650

AMENDMENT NO.: 1

Procurement Officer  
**Anthony Beckum**

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 Program management and collaboration,
- 2.1.2 Partnerships and Coalition participation for cancer control and prevention,
- 2.1.3 Public Education and Recruitment,
- 2.1.4 Professional Development,
- 2.1.5 Quality Assurance and Improvement,
- 2.1.6 Breast and cervical cancer 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
- 2.1.10 Program assessment and 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.

	<h1 style="text-align: center;">CONTRACT AMENDMENT</h1>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</b> 150 N 18 <sup>th</sup> Ave., Ste. #530 Phoenix, Arizona 85007
	<b>CONTRACT NO.: CTR059650</b>	<b>AMENDMENT NO.: 1</b>	Procurement Officer <b>Anthony Beckum</b>

### 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 **prioritizing the CDC priority funded populations,**
- 3.1.2 Providing accessible, timely, and quality breast and cervical cancer screening services for uninsured and under-insured patients **among other eligibility criteria,**
- 3.1.3 Implementation **of Evidence Based Interventions (EBIs) within the participating clinics,**
- 3.1.4 Providing accessible, timely and quality **case management and** navigation only to insured patients,
- 3.1.5 Active participation in **cancer** coalitions **and early detection and prevention workgroups** that shall assist the Well Woman Health Check Program including but not limited to:
  - 3.1.5.1 Improving and expanding WWHP services;
  - 3.1.5.2 Identifying and partnering with referral resources within local communities;
  - 3.1.5.3 Coordinating community services to reduce duplicative efforts;
  - 3.1.5.4 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);
  - 3.1.5.5 Supporting enrollment in the BCCTP for community members diagnosed with breast and/or cervical cancer outside of the WWHP; and
  - 3.1.5.6 Working with community partners to increase breast and cervical cancer screening rates in their geographic area and referrals to the BCCTP.
- 3.1.6 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 Survivorship website,**
- 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,
- 3.1.9 **Provide tobacco use assessment and referral to all women participating in the program including referral to smoking cessation support such as ASHLine and document,**
- 3.1.10 Ongoing community and provider education regarding the expanded BCCTP availability, process, and guidelines,



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- 3.1.11 Ongoing provider education regarding the need to report cancer cases to the Arizona Cancer Registry,
- 3.1.12 Ongoing provider education regarding clinical algorithms, and
- 3.1.13 Utilization of mobile mammography units or establish partnerships with mobile mammography units to reach isolated or medically underserved populations.

#### 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 and Program Manager 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 Program Manager; 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 and Program Manager 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,





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- 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 Managers and staff are held accountable for understanding the information shared at the meeting,
- 4.1.6 The Contactor shall be required to attend bi-monthly administrative and program check-in meetings virtually and report progress on screening targets,
- 4.1.7 The Contactor shall be required to fill out and submit quarterly program reports and failure to do so will affect future funding,
- 4.1.8 The Contactor shall be required to increase screenings by five percent (5%) annually per the CDC requirement, and
- 4.1.9 The Contractor shall document plans and performance as described in tasks 4.1.1 to 4.1.8 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



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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:

4.3.3.1 The Contractor shall complete the Baseline Clinic Data Collection Forms (**Breast & Cervical Clinic Based Annual Reporting System (B&C BARS)**) 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) for breast **and those twenty-one to sixty-four (21-64) for cervical**. (This form will be provided by ADHS);

4.3.3.2 The Contractor shall complete the NBCCEDP Health System EBI Implementation Plan **Guide**, and **Template following a program assessment, (The Clinic Review Guide and Template from the CDC will be provided by ADHS); and**

4.3.3.3 **ADHS will provide an EBI Clinic Review Tool to the contractors after award.**

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 **Program** Manual, the Clinical Guidelines and





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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 **Program Manager** at ADHS. A listing of maximum reimbursement rates is provided to each Contractor by ADHS each year,

4.4.3 Patient navigation services are reimbursed for insured patients at the Contractor clinic at the flat rate of fifty-five dollars (\$55) per patient navigated. Navigation shall be completed in full (dependent on the individual needs of the patient) in order to be reimbursed. Navigation Only patients shall be reported on the WWHP Client Listing and included in monthly CER and bundle submissions, and

4.4.4 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:

4.4.4.1 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

4.4.4.2 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 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 either use the Gail Model or Tyrer-Cuzick risk assessment



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tool (provided by ADHS). Risk assessment results will be reported to ADHS WWHP as an MDE, 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.

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 For those aged twenty-one to twenty-nine (21-29) years and thirty to sixty-four (30-64) years, funds can be used to reimburse for:

4.5.1.2.3.1 Pap testing alone every three (3) years,

4.5.1.2.3.2 Co-testing with the combination of Pap testing with human papillomavirus (HPV) testing every five (5) years for those aged forty to sixty-four (40-64), and

4.5.1.2.3.3 Primary HPV testing every five (5) years. Women under the age of twenty-one (21) are not eligible to participate in the program. Pap testing provided outside of these timeframes or age ranges 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 (There will be a space on the WWHP form specific to reporting the risk determination),

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,



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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 The Contractor should focus its efforts on screening a minimum of thirty-five (35%) of program eligible women who have never been screened for cervical cancer or who have not been screened within the past ten (10) years,

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

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

4.5.2 The target population for Navigation Only services should be predominately low-income women (at or below 250% Federal Poverty Level [FPL]), 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 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;

4.5.2.7 Linking women to other needed health, community, and social services; and

4.5.2.8 Patient navigation services are terminated when a client:



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- 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 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](http://www.wellwomanhealthcheck.org) 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;



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- 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

### 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 (in the appropriate MDE bundle submission). 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.
- 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.





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- 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.

### **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,
- 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



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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 the Chronic Disease Self-Management Program, National Diabetes Prevention Program, Diabetes Self-Management Program, and the **LIVESTRONG program at the Young Men's Christian Association [YMCA]**). 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 **two (2)** 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 ( **those living in rural and frontier geographic areas, uninsured or underinsured persons, culturally isolated persons, incarcerated or institutionalized women, medically underserved persons, persons from minorities defined by race, religion, ethnicity, or culture, including African American, Alaska Native, American Indian, Asian American, Pacific Islander and Hispanic persons: lesbian, gay, bisexual, or transgender (LGBT) persons, and persons who have low literacy, non-English speaking language barriers, and disabilities**);
- 7.3 Develop **protocols** 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;
- 7.5 **Use in-reach and evidence-based strategies to increase clinic screening rates to levels required for Healthy People 2030;**
- 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;
- 7.7 **Utilize mobile mammography units or establish partnerships with community mobile mammography units as part of recruitment strategies among other activities; and**
- 7.8 **Engage Community Health Workers (CHWs) to connect the program eligible women with the healthcare system or to create community clinical linkages. Recruitment efforts should include culturally appropriate communications and intervention to help reach those disparate populations.**

### 8. Local Professional Development

The Contractor shall:



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- 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;
- 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](http://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 **upon receipt from the CDC**);
- 10.5 The Contractor shall report screening baselines by July 30th of each subsequent program year;



	<h1 style="text-align: center;">CONTRACT AMENDMENT</h1>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</b> 150 N 18 <sup>th</sup> Ave., Ste. #530 Phoenix, Arizona 85007
	<b>CONTRACT NO.: CTR059650</b>	<b>AMENDMENT NO.: 1</b>	Procurement Officer <b>Anthony Beckum</b>

- 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. **Ultimately, a comprehensive public health approach is needed to increase breast and cervical cancer screening and follow-up. This expanded focus shall help to reduce disparities and missed opportunities during patient encounters. These interventions need to be a part of the long-term sustainability of the program and** 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,
  - 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, products **and evaluation of tangible results of the activities** related to Task 4.1.9 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;
- 11.5 Payment may be withheld when reporting requirements are not met;
- 11.6 **The Contractor shall provide a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. ADHS 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:**



# CONTRACT AMENDMENT

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
OFFICE OF PROCUREMENT**  
150 N 18<sup>th</sup> Ave., Ste. #530  
Phoenix, Arizona 85007

**CONTRACT NO.: CTR059650**

**AMENDMENT NO.: 1**

Procurement Officer  
**Anthony Beckum**

11.6.1. Key succession and performance planning, if there is a sudden significant decrease in Contractor's workforce,

11.6.2. Alternative methods to ensure there are products in the supply chain, and

11.6.3. An up-to-date list of company contacts and organizational chart.


## 11.7 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 <b>two (2)</b> 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
<b>Navigation Only Forms – completed</b>	<b>Monthly, with CER/MDE bundle</b>
<b>Proposed date and topic of Provider Education Session. It is required that CMEs are offered.</b>	<b>February 15<sup>th</sup> for first year, July 15<sup>th</sup>, thereafter</b>
Medicaid and Online Insurance Enrollment Data	Quarterly with Quarterly Reports (due within ten (10) days after the end of each quarter)

## 12. Notices, Correspondences, Reports and Invoices

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

**Polar S. Akoi, Program Director**  
Arizona Department of Health Services  
150 North 18th Avenue, Phoenix, AZ 85007  
**Phone: 602-364-1431**

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Email: [polar.akoi@azdhs.gov](mailto:polar.akoi@azdhs.gov)


12.2. CERs from the Contractor to ADHS shall be sent to: [sftp.adhs.gov](mailto: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](mailto: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](mailto:Vendor.Payautomation@azdoa.gov).

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## PRICE SHEET

Description	Amount
Personnel and ERE	\$127,000
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)	\$164,000
Navigation Only	\$550
Sub Recipient Indirect (Paid for by other funds)	\$0
Other Operating Expenses	\$5,000
<b>Total</b>	<b>\$296,550</b>

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.

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## Exhibit 1 – 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.

<b>Prime Awardee:</b>	Arizona Department of Health Services
<b>UEI #</b>	<b>QMWUG1AMYF65</b>
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;	05/26/2022
Subaward Period of Performance Start and End Date;	06/30/2022-06/29/2027
Subaward Budget Period Start and End Date:	06/30/2022-06/29/2023
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient:	\$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):	\$3,226,408.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$4,318,880.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Arizona Cancer Prevention and Control Programs

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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



## CONTRACT AMENDMENT

ARIZONA DEPARTMENT OF  
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AMENDMENT NO.: 1

Procurement Officer  
**Anthony Beckum**

### 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; and/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": (a) 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. (b) Includes the universities under the jurisdiction of the Arizona board of regents and community college districts as defined in section 15-1401.

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 a 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.**

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 and title

City

State

Zip

Email address

Phone number



## CONTRACT AMENDMENT

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CONTRACT NO.: CTR059650

AMENDMENT NO.: 1

Procurement Officer  
**Anthony Beckum**

### Forced Labor of Ethnic Uyghurs Ban

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

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "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.
2. "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.

In compliance with A.R.S. §§ 35-394 *et seq.*, all offerors must select one of the following:

- ☐ The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following:
- Forced labor of ethnic Uyghurs in the People's Republic of China;
  - Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
  - Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- ☐ The Company submitting this Offer does participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
- ☐ **Exempt Contractor**  
Indicate which of the following statements applies to the Contractor (may be more than one):
- ☐ 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 and title

City, State, ZIP

Contact email address

Contact phone number





AGENDA ITEM

January 25, 2023 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		
Time	Who	Approval

---

**ATTACHMENTS:**

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**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, January 25, 2023 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.pinalcountyaz.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](mailto:ClerkoftheBoard@pinal.gov) for information about Board meeting participation.

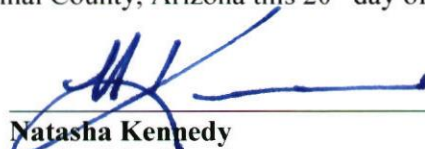
**Note:** One or more members of the Board may participate in this meeting by telephonic conference call.

I hereby further certify that I caused to be posted this Friday, January 20, 2023, 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](http://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 20<sup>th</sup> day of January, 2023.



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

**CLERK OF THE BOARD OF SUPERVISORS**

1891 Historic Courthouse | 135 North Pinal Street | P.O. Box 827 | Florence, AZ 85132 | T: 520-866-6068  
[www.pinal.gov](http://www.pinal.gov)



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

**AMENDED 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, January 25, 2023 at 9:30 a.m.** in the Board Hearing Room, 1891 Historic Courthouse, Administrative Complex, located at 135 N. Pinal Street, Florence, Arizona 85132.

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Board Agendas are available at <https://www.pinal.gov/411/Agendas-Minutes>

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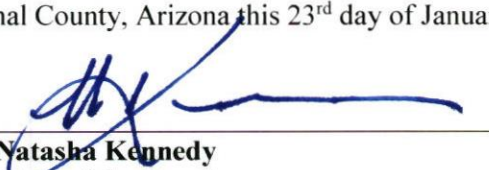
**Note:** One or more members of the Board may participate in this meeting by telephonic conference call.

I hereby further certify that I caused to be posted this Monday, January 23, 2023, around 2:00 PM the **Amended** 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 homepage under "Agendas & Minutes" located at [www.pinal.gov](http://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 23<sup>rd</sup> day of January, 2023.



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

**CLERK OF THE BOARD OF SUPERVISORS**

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