



NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
AGENDA
Wednesday, April 2, 2025

9:30 AM - CALL TO ORDER

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

BUSINESS BEFORE THE BOARD

(Consideration/Approval/Disapproval of the following:)

(1) **CONSENT ITEMS:**

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

- * A. Discussion/approval/disapproval of Contract Amendment No. 1 to Award Agreement CTR070070 between the Arizona Department of Health Services Well Woman Health Check Program and the Pinal County Public Health Services District. This amendment revises and replaces the contract term dates through February 25, 2026. (Carey Lennon/Merissa Mendoza)
- * B. Discussion/approval/disapproval of Award Agreement No. CTR070160 Amendment No. 2 under the Overdose Data to Action Grant between Arizona Department of Health Services and the Pinal County Public Health Services District through the Pinal County Board of Supervisors beginning September 1, 2024 ending August 31, 2028, for \$80,000 annually. This grant will be used by the department to enhance capacity to address the opioid epidemic through prevention-based strategies, develop and maintain public safety partnerships, increase linkages to care, and increase access to overdose prevention and reversal tools. (Jan Vidimos/Merissa Mendoza)

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.

Pursuant to A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN, that the public will have physical access to the meeting room at 9:15 AM.

Meeting Notice of Posting



AGENDA ITEM

April 2, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 82

Dept. #: 359

Dept. Name: Public Health Services District

Director: Merissa Mendoza

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Contract Amendment No. 1 to Award Agreement CTR070070 between the Arizona Department of Health Services Well Woman Health Check Program and the Pinal County Public Health Services District. This amendment revises and replaces the contract term dates through February 25, 2026. (Carey Lennon/Merissa Mendoza)

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

This program provides breast and cervical cancer screening for participants who meet program eligibility criteria. This program is part of the Public Health District annual budget planning and therefore has no impact on the General Fund.

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

This program provides breast and cervical 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 underinsured. The Well Woman Health Check Program is part of the National Breast and Cervical Cancer Early Detection Program. These funds are utilized in the Public Health Clinics through case management and clinical care services.

MOTION:

Approve as presented.

History		
Time	Who	Approval
3/13/2025 2:05 PM	County Attorney	Yes
3/17/2025 7:28 AM	Grants/Hearings	Yes
3/17/2025 9:10 AM	Budget Office	Yes
3/27/2025 1:00 PM	County Manager	Yes
3/27/2025 1:10 PM	Clerk of the Board	Yes

ATTACHMENTS:
Click to download
<input type="checkbox"/> Grant approval form
<input type="checkbox"/> CTR070070 A1 Contract
<input type="checkbox"/> CTR070070 Original 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 _____

	CONTRACT AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N 18 th Ave., Ste. #530 Phoenix, Arizona 85007
	CONTRACT NO.: CTR070070	AMENDMENT NO.: 1	PROCUREMENT OFFICER: Karla Varela

WELL WOMAN HEALTHCHECK PROGRAM (WWHP)
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Effective upon signature by both parties it is mutually agreed that the Contract is amended as follows:

- Pursuant to the Special Terms and Conditions, Provision Three (3), Contract Extensions 5 Year Maximum, the Contract is hereby extended through **February 25, 2026**.

ALL CHANGES ARE REFLECTED IN RED

ALL OTHER PROVISIONS SHALL REMAIN IN THEIR ENTIRETY

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>
Contractor Signature	
Contractor Signature Date	
Authorized Signatory's Name and Title	
Pinal County Public Health Services District	
Contractor's Name	
Procurement Officer Signature	

	Attachment A Offer and Acceptance REQUEST FOR PROPOSAL No.: BPM005681 Well Woman Health Check Program	ARIZONA DEPARTMENT OF HEALTH SERVICES 150 N. 18th Avenue, Suite 530 Phoenix, Arizona 85007
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TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

Pinal County Public Health Services District

Company Name

P.O. Box 1348

Address

Florence, AZ 85132

City State Zip

GX4FM9VQD7W3

UEI Number

Second revised submittal date: 01/31/2024

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ X IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.


 Signature of Person Authorized to Sign Offer

Jeff Serdy
 Printed Name

Chairman
 Title

(520) 866-1468 Baschair@pinal.gov
 Phone & Email Address

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. CTR070070

The effective date of the Contract is UPON SIGNATURE

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.


State of Arizona

Awarded this 26th day of February 20 24

Gina Corwin


Digitally signed by Gina
Corwin
Date: 2024.02.26 09:05:08
-07'00'

Chief Procurement
Officer

	<p align="center">PART ONE (1) - Table of Contents</p> <p align="center">REQUEST FOR PROPOSAL No.: BPM005681</p> <p align="center">Well Woman Health Check Program</p>	<p align="center">ARIZONA DEPARTMENT OF HEALTH SERVICES</p> <p align="center">150 N. 18th Avenue, Suite 530 Phoenix, Arizona 85007</p>
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The following table of contents applies to all attachment documents in APP for this Solicitation

SECTION	CONTENT
REQUIREMENTS - Part One (1)	<p>Notice Page</p> <p>Table of Contents</p> <p>Scope of Services</p> <p>Special Terms and Conditions</p> <p>Uniform Terms and Conditions</p> <p>Exhibit A: Contractor's Expenditure Report (CER)</p> <p>Exhibit B: B & C Bars Template</p> <p>Exhibit C: Quarterly Report Template</p>
INSTRUCTIONS - Part Two (2)	<p>Special Instructions to Offerors</p> <p>Uniform Instructions to Offerors</p>
ATTACHMENTS - Located in APP	<ul style="list-style-type: none"> • Attachment A: Offer and Acceptance • Attachment B: Notices, Correspondence, Reports, and Payments • Attachment C: Designation of Confidential, Trade Secret and Proprietary • Attachment D: Participation if Boycott of Israel • Attachment E: Forced Labor of Ethnic Uyghurs Ban • Attachment F: Budget Worksheet

	<p align="center">PART ONE (1) - Scope of Services</p> <p align="center">REQUEST FOR PROPOSAL No.: BPM005681</p> <p align="center">Well Woman Health Check Program</p>	<p>ARIZONA DEPARTMENT OF HEALTH SERVICES 150 N. 18th Avenue, Suite 530 Phoenix, Arizona 85007</p>
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SCOPE OF SERVICES

1. DEFINITIONS

- 1.1. 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 Promotions and managed by the Office of Chronic Disease and Population Health.
- 1.2. AHCCCS – Arizona Health Care Cost Containment System, Arizona's Medicaid Program.
- 1.3. BCCTP – Breast and Cervical Cancer Treatment Program.
- 1.4. CDC – Centers for Disease Control and Prevention. CDC is the federal funding source for WWHP.
- 1.5. Client – A woman who is eligible to receive WWHP services and who has been enrolled in the Program.
- 1.6. 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 Well Woman Health Check Program (WWHP).
- 1.7. Contractor – A service provider under a Contract to provide WWHP services for ADHS. Also referred to in this Scope of Work as the Contractor.
- 1.8. 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)
- 1.9. Department – Arizona Department of Health Services (ADHS).
- 1.10. Evidence Based Initiatives – Activities or strategies that are derived from or informed by objective evidence. For this program the Evidence Based Initiatives (EBIs) can be found in [The Guide to Community Preventive Services](#).
- 1.11. HIPAA – Health Insurance Portability Accountability and Affordability Act. All WWHP information and data shall be managed within HIPAA guidelines.
- 1.12. MDEs – Minimum Data Elements are clinical information forms containing data required by the CDC. The data is entered into CaST and then submitted in de-identified format to CDC.
- 1.13. Navigation Only – The WWHP pays to screen and navigate uninsured or under-insured clients. The program also pays to navigate insured clients through breast and cervical cancer screening and diagnostics and into treatment if necessary.
- 1.14. 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.
- 1.15. 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.



PART ONE (1) - Scope of Services

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- 1.16. Program Coordinator – Personnel hired by the Contractor to administer the Contract with ADHS WWHP.
- 1.17. Program Director – Personnel hired by ADHS to implement and monitor the WWHP.
- 1.18. Program Manual – The CDC Manual shall be distributed to the Contractor via email upon Contract. Forms and clinical algorithms shall also be made available upon Contract.
- 1.19. Reimbursement – Payments made on the basis of claims itemized and properly justified in the CER. Clinical services reimbursed at Medicare reimbursement rates. Documentation shall be provided to support all expenses listed on CER.
- 1.20. Reports – All required reports and reporting information, including but not limited to, the Labor Activity Report, Quarterly Report, monthly CER, Baseline Screening Report and the Annual Work Plan. Reports are explained during quarterly Contractor meetings. The ADHS WWHP may require additional reports not defined in this Contract.
- 1.21. 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 shall be licensed in Arizona or per The Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2671-2680. If the referring physician is to be the treating physician, they need to be Contracted with an AHCCCS Health Plan. Indian Health Service providers shall be licensed in Arizona or per The Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2671-2680.
- 1.22. Quality Improvement – Systematic and continuous actions leading to measurable improvement in health care services and the health status of targeted patient groups.
- 1.23. 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 the geographic area with a strong focus on those using services from those providers.
- 1.24. Priority Funded Population – The National Breast and Cervical Cancer Early Detection Program (NBCCEDP) eligible population includes those who are uninsured or underinsured, at or below 250% of the federal poverty level, aged forty to sixty-four (40 to 64) years for breast cancer services, and aged twenty-one to sixty-four (21 to 64) years for cervical cancer services. Those who are symptomatic or high-risk under the age of forty (40) years and those over the age of sixty-four (64) who do not have Medicare Part B may also receive services through the program. Those living in rural and frontier geographic areas; culturally isolated persons; incarcerated or institutionalized clients; medically underserved persons; person from minorities defined by race, religion, ethnicity, or culture, including African American, Alaska Native, American Indian, Asian American, Pacific Islander and Hispanic person: lesbian, gay, bisexual, or transgender (LGBT) persons, and persons who have low literacy, non-English speaking language barriers, and disabilities.
- 1.25. WISEWOMAN – The purpose of the WISEWOMAN program is to extend preventive health services to achieve optimal cardiovascular health for participants ages thirty-five to sixty-four (35 to 64) who are participants of the CDC's funded NBCCEDP. The program helps participants understand and reduce their risk of cardiovascular disease and benefit from early detection and treatment. With health equity as



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a guiding principle, WISEWOMAN provides culturally-informed risk factor screenings and program services that are mindful of the social determinants of health.

Priority Population:

- 1.25.1. Low-income persons (Clients),
- 1.25.2. Ages thirty-five to sixty-four (35 to 64) years who are uninsured or under-insured, and
- 1.25.3. Eligible to participate in NBCCEDP.

WISEWOMAN is a direct services program, which requires providers to follow a specific program flow in order to ensure appropriate identification, assessment, and referral of participants. The ADHS WWHP applied for the WISEWOMAN grant and upon award of the grant, all Contractor shall be assessed and evaluated to determine their ability to implement the WISEWOMAN program within their prospective clinics. Additional funding shall be provided to Contractor who participate in WISEWOMAN to support implementation of the program.

2. BACKGROUND

ADHS, Division of Public Health Services (PHS), Bureau of Chronic Disease and Health Promotions (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 Well Woman Health Check Program (WWHP). The WWHP is part of the 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.

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 client 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 client, 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, clients shall be under the age of sixty-five (65) (aged forty to sixty-four (40 to 64) years for breast cancer, and aged twenty-one to sixty-four (21 to 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.

2.1 Eligibility for Enrollment in the WWHP Program:

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

- 2.1.1 The client'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,
- 2.1.2 The client 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,



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- 2.1.3 The client 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 or co-pay exceeds one hundred dollars (\$100.00),
- 2.1.4 Priority shall be given to enrollment of traditionally underserved populations outside the mainstream of patient care including those:
- 2.1.4.1 Living in rural and frontier geographic areas;
 - 2.1.4.2 Culturally isolated; incarcerated or institutionalized;
 - 2.1.4.3 Medically underserved; racial and ethnic minorities, clients with disabilities, lesbians, gay, bisexual, transgender, or queer; and
 - 2.1.4.4 With low literacy or non-English speaking language barriers.
- 2.1.5 Insured clients meeting the program income guidelines qualify for Navigation Only services through the WWHP,
- 2.1.6 The WWHP Contractor shall be responsible for directing clients requesting WWHP services to Medicaid (AHCCCS) and other insurance options. If clients are not able to afford the coverage provided via other insurance options and not eligible for AHCCCS they can then be enrolled in the WWHP. More information will be provided regarding this requirement as other insurance options become available,
- 2.1.6.1 The Contractor are responsible for using the flowsheets and attestations provided during open enrollment for the Affordable Care Act; and
 - 2.1.6.2 The Contractor shall have certified enrollment specialists on site or have established working relationships with local certified enrollment specialists;
- 2.1.7 Clients sixty-five (65) years of age or older who also meet the above requirements:
- 2.1.7.1 Who do not have Medicare Part B may be enrolled in the WWHP;
 - 2.1.7.2 These clients shall receive screening and diagnostic services following the same protocols used for other clients in the program;
 - 2.1.7.3 If diagnosed with cancer, this population of client's is not eligible to receive treatment services under the Breast and Cervical Cancer Prevention and Treatment Act of 2000;
 - 2.1.7.4 These clients, though they do not have Part B, Medicare, are eligible for other benefits through Medicare. These clients, when possible, shall 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, The client may be eligible for assistance under AHCCCS; and
 - 2.1.7.5 NBCCEDP funds can be used to evaluate clients under the age of forty (40) who are asymptomatic and has been determined to be at high risk for breast cancer.
- 2.1.8 Clients forty to sixty-four (40 to 64) years of age:



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- 2.1.8.1 Clients fifty to sixty-four (50 to 64) years of age are CDC's priority population for mammography screening services and reimbursed with federal funds;
- 2.1.8.2 Clients fifty (50) years of age and older shall account for a majority of the mammography services, utilizing federal funding provided to WWHP Contractor;
- 2.1.8.3 Mammography services, utilizing state funding, shall be provided to clients forty to forty-nine (40 to 49) years of age;
- 2.1.8.4 Clients with an intact cervix or history of cervical neoplasia are eligible to receive Pap test screening in accordance with the WWHP cervical screening policy;
- 2.1.8.5 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 the referral for a mammogram is not reimbursed. Providing the referral for the mammogram shall occur at the initial visit; and
- 2.1.8.6 Clients from populations with high rates of late-stage disease and high mortality shall be the focus of the program.
- 2.1.9 Clients under forty (40) years of age:
 - 2.1.9.1 Clients 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. Clients are eligible for cervical cancer screening at the age of twenty-one (21);
 - 2.1.9.2 Once the client's abnormality has been resolved and the recommendation is to return to routine screening intervals, the client shall 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. Clients under age twenty-one (21) are not typically eligible for the program. Clients under age twenty-one (21) with symptoms shall be addressed on a case-by-case basis and in consideration of CDC guidelines; and
 - 2.1.9.3 Clients 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.
- 2.2 Eligibility for Treatment:
 - 2.2.1 Certain clients screened through the WWHP are eligible for treatment provided through AHCCCS. Each WWHP eligible client 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 Breast and Cervical Cancer Treatment Program (BCCTP), facilitated by AHCCCS. Those 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, and has been in the US less than five (5) years the Sponsor Deeming Form AH-611 shall also be completed. All application



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documents for the BCCTP are found online at www.wellwomanhealthcheck.org/bcctp . When a packet is complete, the Contractor is responsible for forwarding it to the ADHS WWHP for review. ADHS shall submit the approved documents to the AHCCCS BCCTP.

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

2.2.3 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 clients shall be tracked up to and including treatment initiation. Any tracking forms provided by ADHS shall be used by the Contractor. This requirement also applies to Navigation Only patients.


3. SERVICE AREA

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

4. OBJECTIVES

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 ADHS, WWHP Contractor, WWHP service providers, and other partners work together to accomplish this mandate through the program components:

- 4.1 Program management and collaboration;
- 4.2 Partnerships and coalition participation for cancer control and prevention;
- 4.3 Public education and recruitment;
- 4.4 Professional development;
- 4.5 Quality assurance and improvement;
- 4.6 Breast and cervical cancer screening, referral, tracking, follow-up case management, and re-screening;
- 4.7 Navigation Only;
- 4.8 Systems change;
- 4.9 Data management and surveillance; and
- 4.10 Program assessment and evaluation.

	<p align="center">PART ONE (1) - Scope of Services</p> <p align="center">REQUEST FOR PROPOSAL No.: BPM005681</p> <p align="center">Well Woman Health Check Program</p>	<p align="center">ARIZONA DEPARTMENT OF HEALTH SERVICES</p> <p align="center">150 N. 18th Avenue, Suite 530 Phoenix, Arizona 85007</p>
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5. SCOPE OF SERVICE

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

- 5.1 Ongoing in-reach, outreach and the recruitment of eligible clients prioritizing the CDC priority funded populations;
- 5.2 Providing accessible, timely, and quality breast and cervical cancer screening services for uninsured and under-insured patients among other eligibility criteria;
- 5.3 Implementation of EBIs within the participating clinics;
- 5.4 Providing accessible, timely and quality case management and navigation to insured patients;
- 5.5 Active participation in cancer coalitions and early detection and prevention workgroups that shall assist the WWHP including but not limited to:
 - 5.5.1 Improving and expanding WWHP services;
 - 5.5.2 Identifying and partnering with referral resources within local communities;
 - 5.5.3 Coordinating community services to reduce duplicative efforts;
 - 5.5.4 Securing accessible treatment and follow-up services for WWHP clients diagnosed with cancer who are ineligible for treatment services under the Breast and Cervical Cancer Prevention and Treatment Act of 2000. (Breast and Cervical Cancer Treatment Program);
 - 5.5.5 Supporting enrollment in the Breast and Cervical Cancer Treatment Program for community members diagnosed with breast and/or cervical cancer outside of the WWHP.
 - 5.5.6 Working with community partners to increase breast and cervical cancer screening rates in their geographic area and referrals to the BCCTP;
 - 5.5.7 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;
 - 5.5.8 Navigation of clients diagnosed with breast and/or cervical cancer to survivorship support. This can be accomplished by linking these clients with resources on WWHP Survivorship website, [wellwomanhealthcheck](http://wellwomanhealthcheck.org);
 - 5.5.9 Systems Change and Quality Improvement activities that increase the breast and cervical cancer screening rates for all clients in the Contractor's area of responsibility;
- 5.6 Provide tobacco use assessment and Referral to all clients participating in the program including referral to smoking cessation support such as ASHLine and document;
- 5.7 Ongoing community and provider education regarding the expanded BCCTP availability, process, and guidelines;
- 5.8 Ongoing provider education regarding the need to report cancer cases to the Arizona Cancer Registry;
- 5.9 Ongoing provider education regarding clinical algorithms; and



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- 5.10 Utilization of mobile mammography units or establish partnerships with mobile mammography units to reach isolated or medically underserved populations.

6. TASKS/METHODS OF ACCOUNTABILITY

- 6.1 Staffing and Reporting: The Contractor shall hire and retain a Program Coordinator, funded by WWHP, to perform functions necessary for compliance with the following program components:
- 6.1.1 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,
 - 6.1.2 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,
 - 6.1.3 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 shall be sent to the WWHP in a manner that is HIPAA compliant; protecting patient confidentiality at all times electronically, utilizing a Secure File Transfer Protocol (SFTP). No physical delivery of paper bundles or patient information shall be delivered to ADHS:
 - 6.1.3.1 Documentation for Personnel and ERE costs shall be submitted with each CER on which Personnel and ERE reimbursement is requested. The documentation shall include: staff name, rate, hours, total pay and total ERE charged. The total for all staff shall be equal to what is listed on the CER;
 - 6.1.3.2 Documentation for Other Expenses shall include copies of invoices where the total matches the amount billed; and
 - 6.1.3.3 Documentation for Indirect Costs shall detail how they are determined. Annually the Indirect Agreement shall be provided to the ADHS WWHP Director and Program Manager.
 - 6.1.4 Final CER billing shall be received by the Program Director and Program Manager no later than fifteen (15) days after the end of the budget period/program year. Reimbursement shall be denied for any outstanding claims submitted beyond that date,
 - 6.1.5 All WWHP Contractor Program Coordinators and their Quality Improvement Managers shall be required to attend the ADHS WWHP quarterly educational series meetings, virtually or in person. 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 shall also be submitted to ADHS when a travel expense is listed on the CER. The Contractor's Program Managers, coordinators, and staff are held accountable for understanding the information shared at the meeting,



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- 6.1.6 Contactor shall be required to attend semi-annual administrative and program check-in meetings virtually and report progress on screening targets,
- 6.1.7 Contactor shall be required to fill out and submit quarterly program reports, failure to do so shall affect future funding,
- 6.1.8 Contractor shall be required to increase screenings by five percent (5%) annually per the CDC requirement, and
- 6.1.9 The Contractor shall document plans and performance as described in tasks 6.1.1 to 6.1.8 using Program authorized reporting formats.

6.2 Tracking and Reporting

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:

- 6.2.1 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 shall result in decreased funding available in subsequent Contract years,
- 6.2.2 Rates of performance, expressed in the budget of this Contract as the number of clients to be screened, are obligatory. 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, and
- 6.2.3 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 shall be conducted on the appropriate number of relevant charts to ensure that it is statistically significant for their clinic population. Requirements include the following:
 - 6.2.3.1 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 shall be created for two population sets; those fifty to seventy-four (50 to 74) years for breast and those twenty-one to sixty-four (21 to 64) years for cervical. (This form shall be provided by ADHS);
 - 6.2.3.2 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 shall be provided by ADHS);
 - 6.2.3.3 ADHS shall provide an EBI Clinic Review Tool to the Contractor after award; and
 - 6.2.3.4 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.

6.3 Screening, Diagnostic and Treatment Services shall include the following:



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- 6.3.1 The Contractor shall provide breast and cervical cancer screening services with timely and appropriate diagnostic and treatment services in accordance with service and reimbursement policies set forth by the Program Manual, the Clinical Guidelines and algorithms provided by ADHS, and the Medicare Reimbursement Schedule. It is the Contractor's responsibility to:
- 6.3.1.1 Provide WWHP services to enrolled clients directly or through Contracts with qualified service Providers;
 - 6.3.1.2 Ensure that clients enrolled in WWHP are not charged for covered services; and
 - 6.3.1.3 Navigate insured clients through screening, diagnostic and, if necessary, treatment services.
- 6.3.2 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 the Contractor by ADHS each year,
- 6.3.3 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
- 6.3.4 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:
- 6.3.4.1 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 shall not be reimbursed; and
 - 6.3.4.2 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 sixty (60) or fewer calendar days for all cases. If this time frame is not met, services shall not be reimbursed.
- 6.4 Claims for reimbursement of allowable expenses shall be submitted by the following categories:
- 6.4.1 **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 shall be submitted with the CER billing for that service. Supporting documentation shall be maintained in the Contractor's files for audits,
 - 6.4.2 **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 a copy of the original invoice be included, or
 - 6.4.3 **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



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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 shall have supporting documentation submitted with the CER.

6.5 Covered services shall include:

6.5.1 Screening Services

6.5.1.1 Breast – annual screening mammography for clients forty to sixty-four (40 to 64) years old. It is not a requirement for every client 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 shall be between a client and her provider. Diagnostics following an abnormal CBE or mammogram follow the Breast Cancer Diagnostic Algorithms shall be provided to the Contractor by ADHS upon award of a Contract. In addition:

6.5.1.1.1 Clients thirty-five to sixty-four (35 to 64) years old shall be assessed for their lifetime breast cancer risk. Contractor shall use either the Gail Model or Tyrer-Cuzick risk assessment tool to determine risk. Risk assessment results shall be reported to ADHS WWHP as an MDE, and

6.5.1.1.2 Those clients determined to be at high risk may have a magnetic resonance image (MRI). Requests for approval of an MRI shall be submitted to the WWHP offices at ADHS.

6.5.1.2 Cervical - the pelvic examination and the Pap test shall 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 (provided by ADHS upon award). This guidance changes periodically and the Contractor shall be responsible for keeping protocols, process and algorithms in step with the CDC guidelines. Guidance for cervical screening algorithms can be found at the [ASCCP](#) guidelines. To be eligible for Pap test screening:

6.5.1.2.1 Clients shall have an intact cervix or history of cervical neoplasia,

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

6.5.1.2.3 Clients shall receive a Pap test alone every three (3) years for those aged twenty-one to twenty-nine (21 to 29) years. For those aged thirty to sixty-four (30 to-64) years, funds can be used to reimburse for either 1) Pap testing alone every three (3) years, 2) co-testing with the combination of Pap testing with human papillomavirus (HPV) testing every five (5) years for those aged thirty to sixty-four (30 to 64) years, or 3) primary HPV testing every five (5) years. Clients under the age of twenty-one (21) are not eligible to participate in the program. Pap testing provided outside of these



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timeframes or age ranges shall not be reimbursed unless clinically warranted,

- 6.5.1.2.4 Clients twenty-one to sixty-four (21 to 64) shall be assessed for their overall risk for cervical cancer. Risk assessments results shall be reported to ADHS WWHP as an MDE. There shall be a space on the WWHP form specific to reporting the risk determination,
- 6.5.1.2.5 Clients considered high risk (HIV positive, immunocompromised, and exposed in utero to diethylstilbestrol) may need to be screened more often and shall follow the recommendations of their provider,
- 6.5.1.2.6 Clients who have had a hysterectomy for invasive cervical cancer shall undergo cervical cancer screening for twenty (20) years even if it goes past the age of sixty-five (65). Clients who have had cervical cancer shall continue screening indefinitely as long as they are in reasonable health,
- 6.5.1.2.7 Contractor shall focus their efforts on screening a minimum of thirty five percent (35%) of program eligible clients who have never been screened for cervical cancer or who have not been screened within the past ten (10) years,
- 6.5.1.2.8 If CDC changes program screening guidance Contractor shall reflect the guidance as requested by ADHS and CDC, and
- 6.5.1.2.9 For follow-up testing after abnormal Pap results, Contractor shall provide diagnostic testing as per the ASCCP guidelines.

6.6 The target population for Navigation Only services shall be predominately low-income clients at or below 250% FPL, insured clients between the ages of twenty-one to sixty-four (21 to 64) years receiving services from the Contractor's clinic shall 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 shall not be reimbursable by the WWHP and shall be covered by the client's insurance, patient navigation shall be reimbursed to the Contractor at the flat rate of fifty-five dollars (\$55) per patient. MDEs shall be submitted to ADHS WWHP on Navigated Only patients. Patient navigation for clients served in the WWHP shall include the following activities:

- 6.6.1 A written assessment of the client's barriers to cancer screening, diagnostic services, and initiation of cancer treatment,
- 6.6.2 Patient education and support,
- 6.6.3 Resolution of client barriers (i.e. transportation and translation services),
- 6.6.4 Patient tracking and follow-up to monitor progress in completing screening, diagnostic testing, and initiating cancer treatment,
- 6.6.5 Patient navigation shall include minimum of two (2), but preferably more, contacts with the patient, given the centrality of the client-navigator relationship, shall include:
 - 6.6.5.1 Collection of data to evaluate the primary outcomes of patient navigation;
 - 6.6.5.2 Patient adherence to cancer screening;



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- 6.6.5.3 Diagnostic testing;
- 6.6.5.4 Treatment initiation; and
- 6.6.5.5 Patients lost to follow-up shall be tracked.
- 6.6.6 Linking clients to other needed health, community, and social services,
- 6.6.7 Patient navigation services are terminated when a client:
 - 6.6.7.1 Completes screening and has a normal result; and
 - 6.6.7.2 Completes diagnostic testing and has normal results; or
 - 6.6.7.3 Initiates cancer treatment or refuses treatment.
- 6.6.8 Diagnostic services: 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,
- 6.7 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:
 - 6.7.1 The time from screening to diagnosis shall be less than sixty (60) calendar days,
 - 6.7.2 For all breast cancer and all invasive cervical cancer, the time from diagnosis to treatment shall be less than sixty (60) days. For all High Grade Squamous Intraepithelial Lesion (HSIL), Cervical Intraepithelial Neoplasia, Grade II (CIN2), Cervical Intraepithelial Neoplasia, Grade III (CIN3), and Cervical Cancer in situ, the time from diagnosis to treatment shall be less than sixty (60) days, and
 - 6.7.3 Clients 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 technical assistance and guidance. 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.
- 6.8 The Contractor shall coordinate the submission of BCCTP application packets to ADHS WWHP Program Director or Program Manager. The Contractor shall guide the patient in the BCCTP Enrollment Application process. Application packets shall 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;
- 6.9 The BCCTP was expanded on August 2, 2012. This expansion allows uninsured clients in Arizona, with an income at or below 250% of the Federal Poverty Level, diagnosed with breast or cervical cancer on or after August 2, 2012 to enroll in the BCCTP. The process for this enrollment can be found on the [Breast and Cervical Cancer Treatment](#) page of the wellwomanhealthcheck.org website. Contractor is



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responsible for educating local providers and organizations about the expansion and the process for enrolling these Community Referrals into the BCCTP. Contractor shall 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;** and

- 6.10 Contractor shall link patients diagnosed with breast or cervical cancer to survivorship services as listed on the [survivorship page](#) of wellwomanhealthcheck.org. The annual work plan shall include a description of survivorship resources available in the community and how the clinic plans on linking patients with those resources. The case manager shall show cancer patients the tab specific to survivorship care plans and explain how those are to be used.

7. QUALITY ASSURANCE

- 7.1 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;
- 7.2 Lost to follow-up for abnormal results is defined as not being able to contact a client 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 patient's chart, and until a copy of the special form to report lost to follow-up has been sent to ADHS in the appropriate MDE bundle submission. A client cannot be declared lost to follow-up unless significant documented efforts have been made to locate the client. 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 shall be filed in the patient's medical record. A copy of the receipt shall accompany the lost to follow-up form submitted to ADHS;
- 7.3 Quality standards shall include:
- 7.3.1 The Contractor and all subContractor shall obtain and maintain the following current documents: license(s) or certification(s) and liability insurance. The Contractor shall maintain a secured file of all such documents that shall be available for review at any time,
- 7.3.2 Personnel: All Medical Doctors (MDs) or Doctors of Osteopathy (DOs) providing services under this Contract shall be AHCCCS providers and currently licensed under the provisions of the Arizona Revised Statutes, 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
- 7.3.3 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 subContractor 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.
- 7.4 Service Provider Contracts shall grant the Contractor and ADHS WWHP representatives, access to review WWHP patient records, and policy and procedure statements. Review is necessary to monitor compliance with WWHP protocols and to manage clinical quality. Provider Contracts shall require that all cancer cases be submitted to the ACR by the diagnosing provider within ninety (90) days of diagnosis;



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- 7.5 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;
- 7.6 Each Contractor is responsible for ensuring that the Contractor and all subContractor 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;
- 7.7 Sub-Contracts with clinicians (breast and cervical) shall be with AHCCCS registered Service Providers. In the event a client'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;
- 7.8 Assessment of the client's smoking status shall occur during each annual visit. If the patient is a current smoker the patient shall be referred to the ASHLine Smoking Cessation call in system. Referral forms shall be provided. Smoking status shall be recorded on the Demographic and Enrollment Form; and
- 7.9 The WWHP is a screening, diagnostic, and quality improvement program. Due to the Quality Improvement focus of the WWHP, each Contracted entities Quality Improvement Manager shall attend the ADHS WWHP quarterly educational series meetings.

8. PARTNERS AND COALITION BUILDING:

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:

- 8.1 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;
- 8.2 Engage in planning activities that support the American Cancer program activities. Contractor shall also participate in these local events;
- 8.3 Actively participate in a work group with 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 shall report work group selection in their quarterly report;
- 8.4 Educate local providers and organizations about the BCCTP expansion and the process for enrolling these Community Referrals into the BCCTP. Contractor shall use the materials available on the website for this education process. Contractor is responsible for coordinating the submission of these packets for their site(s). The BCCTP was expanded on August 2, 2012. This expansion allows uninsured clients 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; and
- 8.5 Assess their community for healthy lifestyle programs and activities targeting adults (examples include the Chronic Disease Self-Management Program, Diabetes Self-Management Program and the LIVESTRONG program at the Young Men's Christian Association [YMCA]). A list of these resources shall

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be submitted in the annual work plan. This resource shall be shared with WWHP patients and they shall be encouraged to participate in these activities.

9. LOCAL PUBLIC EDUCATION AND RECRUITMENT ACTIVITIES

The Contractor Shall:

- 9.1 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;
- 9.2 Develop and implement recruitment strategies to recruit eligible clients from priority populations (those living in rural and frontier geographic areas; uninsured or underinsured persons; culturally isolated persons; incarcerated or institutionalized clients; 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);
- 9.3 Develop protocols to ensure a patient returns on an annual basis for appropriate screening;
- 9.4 Develop and implement recruitment efforts of patients to ensure utilization of all funds budgeted;
- 9.5 Use in-reach and evidence-based strategies to increase clinic screening rates to levels required for Healthy People 2030;
- 9.6 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;
- 9.7 Utilize mobile mammography units as part of recruitment strategies among other activities in addition to partnership with community mobile mammography units; and
- 9.8 Engage Community Health Workers (CHWs) to connect the program eligible clients with the healthcare system or to create community clinical linkages. Recruitment efforts shall include culturally appropriate communications and intervention to help reach those disparate populations.

10. LOCAL PROFESSIONAL DEVELOPMENT

The Contractor Shall:

- 10.1 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 shall provide CMEs/CEUs for the participants. These events shall be reported in the quarterly report and 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;
- 10.2 Work closely with the ADHS WWHP and others to assess and address local professional development needs;
- 10.3 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;



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- 10.4 Work with Contracted providers to encourage and support their timely reporting of cancer cases to the Arizona Cancer Registry; and
- 10.5 Document activities and evaluation findings related to Task 6.1.9 in the Quarterly Reports.

11. SCREENING AND NAVIGATION QUOTAS

The Contractor Shall:

- 11.1 Screen a number of clients for their geographical area. This number shall be updated and shall increase by five percent (5%) annually;
- 11.2 Provide navigation services to a number of insured clients in their health system every year. These clients 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; and
- 11.3 Complete screening and navigation services between June 30th, and June 29th, of each fiscal year.

12. SYSTEMS CHANGE

The Contractor Shall:

- 12.1 Address policy within their clinic(s) to prioritize breast and cervical cancer screening for **all** clients using their clinic(s);
- 12.2 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;
- 12.3 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;
- 12.4 Complete the Baseline-Clinic Data Collection Forms for Breast and Cervical Cancer;
- 12.5 Complete the Annual Clinic Data Collection Forms for Breast and Cervical Cancer annually;
- 12.6 Complete the NBCCEDP EBI Implementation (these templates shall be provided by ADHS upon receipt from CDC);
- 12.7 Report screening baselines by July 30th of each subsequent program year;
- 12.8 Agree to change their scope of work per revised requirements from the CDC and may change the program guidance during the life of this award; and
- 12.9 Provide clinic operations and leadership to support for successful systems. 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 substantially of the program and requires leadership approval and support for the following:



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- 12.9.1 The use of evidence-based initiatives to improve breast and cervical cancer screening rates in all clinics providing services for the WWHP,
- 12.9.2 The provision of Information Technology (IT) support to create and pull reports as needed to support quality improvement practice,
- 12.9.3 Operational support to assess and determine clinic patient flow and to attempt revisions when necessary,
- 12.9.4 Provider cooperation and support for provider reminders and provider assessment and feedback,
- 12.9.5 Providing time at several provider meetings per year for reporting on breast and cervical cancer screening rates and progress on improvements,
- 12.9.6 Provide support for program staff to complete one provider education session, with CMEs per program year- (Reducing Structural Barriers), and
- 12.9.7 Providing support for navigation only of insured patients through breast and cervical cancer screening, diagnostics and into treatment, if necessary.

13. DELIVERABLES

The Contractor shall provide to ADHS:

- 13.1 Lists of all Service Providers at the beginning of each Contract year and within thirty (30) days of Service Providers being removed and/or added. Copies of Contracts with Service Providers shall be kept on file at the Contractor offices for audit purposes;
- 13.2 Monthly CERs to the Program Manager for reimbursement with accurate and complete forms. Services shall be billed within forty (40) days of the date of service;
- 13.3 Quarterly Reports are due ten (10) days after the end of each quarter;
- 13.4 Screening Baselines are due thirty (30) days after Contract award and annually thereafter;
- 13.5 Documentation of activities and products related to Task 6.1.9 in the Quarterly Reports. Due dates will be shared annually upon notification of CDC;
- 13.6 Documentation of activities and evaluation of the tangible results of the activities related to TASK 5.1.9 in the Quarterly Reports. Due dates will be shared annually upon notification of CDC;
- 13.7 An Annual Work Plan is due thirty (30) days after signing the Contract and annual Amendment;
- 13.8 A required written plan that illustrates how the Contractor shall perform up to Contractual standards in the event of a pandemic. The State may require a copy of the plan at any time post award of a Contract. At a minimum, the pandemic performance plan shall include:
 - 13.8.1 Pandemic Contractual Performance;
 - 13.8.1.1 Key succession and performance planning, if there is a sudden significant decrease in Contractor's workforce;
 - 13.8.1.2 Alternative methods to ensure there are products in the supply chain;



PART ONE (1) - Scope of Services

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13.8.1.3 An up-to-date list of company contacts and organizational chart; and

13.8.1.4 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided Contract(s).

13.9 Payment/reimbursements may be withheld when reporting requirements are not met and future funding shall be affected.

Item	Due Date
CEO, CMO and staff signed Letter of Support for items listed in 12.9	Include in Proposal Annually thereafter
Selection of two (2) EBI's to use per clinic site	Thirty (30) days after awarded (shall be used consistently for five (5) years)
Number of uninsured clients forty plus (40+) using clinic in past twelve (12) months	Include in the Proposal, Annually thereafter
Breast and Cervical Cancer Screening Rates Inclusive of Numerator and Denominator and specific description of standard being used (HEDIS, UDS, GPRA or NQF)	Include in Proposal (include formula explaining how it is derived) Quarterly thereafter
Number of Insured Clients forty plus (40+) using clinic in past twelve months	Include in Proposal Annually thereafter
Number of clients forty plus (40+) and number of clients fifty plus (50+) using the clinic	Include in Proposal Annually thereafter
Navigation Only Forms – completed	Monthly, with CER/MDE bundle
Proposed date and topic of Provider Education Session. It is required that CMEs are offered.	February 15 th for First (1 st) Year July 15 th , thereafter
Medicaid and Online Insurance Enrollment Data	Quarterly with Quarterly Reports



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14. NOTICES, CORRESPONDENCE REPORTS AND CERs

- 14.1 All notices, correspondences, reports and CERs from the Contractor to ADHS shall be sent electronically via email to the Program Manager; and

Arizona Department of Health Services
Bureau of Chronic Disease and Health Promotions
Well Woman Health Check Program
Attention: Polar S. Akoi, Program Director
150 North 18th Avenue, Suite 310
Phoenix, Arizona 85007
Email: polar.akoi@azdhs.gov


- 14.2 All CERs shall be sent to the Program Manager, who shall review for accuracy and approve to send to Accounts Payable for payment.

14.2.1 Invoices/CERs shall be submitted to: invoices@azdhs.gov

- 14.3 Automated Clearing House

14.3.1 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 shall complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at: <https://gao.az.gov/sites/default/files/2023-05/GAO-618.pdf>

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

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SPECIAL TERMS AND CONDITIONS

1. PURPOSE

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

2. TERM OF CONTRACT (1 YEAR)

The term of any resultant Contract shall commence **upon final signature**, and shall continue for a period of one (1) year thereafter, unless terminated, canceled, or extended as otherwise provided herein.

3. CONTRACT EXTENSIONS 5 YEAR MAXIMUM

Current funding is available through June 29, 2024. The Contract term **shall begin as specified in the section Two (2) above**, and shall continue for a period of one (1) year. Shall additional funding become available the Contract term may be subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years.

4. CONTRACT TYPE

☒ **Cost Reimbursement**

5. LICENSES

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

6. KEY PERSONNEL

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor shall agree to assign specific individuals to the key positions.

- 6.1 The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State. Such notice shall be given thirty (30) days prior to the reassignment or personnel's last day assigned to the Contract.
- 6.2 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 State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.
- 6.3 The State Agency reserves the right to review resumes and participate in interviews for the hiring of any staff assigned to this Contract. Further, the State Agency reserves the right to deny or refuse any offered replacement personnel by the Planning Contractor.

7. POINT OF CONTACT

- 7.1 It is essential that the Contractor provide a Point of Contact, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor shall agree to assign a specific individual to serve as a primary day-to-day contact.



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- 7.2 The Contractor agrees that, once assigned to work under this Contract, the Point of Contact shall not be removed or replaced without written notice to the State.
- 7.3 If the Point of Contact is not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or is expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.

8. MOST-FAVORED CUSTOMER

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

9. NON-EXCLUSIVE CONTRACT

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

10. VOLUME OF WORK

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

11. INFORMATION DISCLOSURE

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

12. EMPLOYEES OF THE CONTRACTOR

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

13. ORDER PROCESS

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



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14. CONTRACTOR PERFORMANCE REPORTS

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

15. PAYMENT PROCEDURES

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

16. FINANCIAL MANAGEMENT

- 16.1 For all Contracts, the practices, procedures, and standards specified in the State of Arizona Accounting Manual <https://gao.az.gov/publications/SAAM/> and required by the Arizona Department of Health Services and Guidance for Federal Grant Award Management Manual shall be used by the Contractor in the management of Contract funds and by the ADHS when performing a Contract audit. <https://azdhs.gov/documents/operations/financial-services/bluebook-2018.pdf> The Contractor also agrees to abide by the rules as outlined by 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. Funds collected by the Contractor in the form of fees, donations, and/or charges for the delivery of these Contract services shall be accounted for in a separate fund. https://ecfr.io/Title-02/cfr200_main
- 16.2 State Funding Contractor receiving state funds under this Contract shall comply with the certified Compliance provisions of A.R.S. § 35-181.03.
- 16.3 Federal Funding Contractor receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

17. INSPECTION AND ACCEPTANCE

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



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18. AUTHORIZATION FOR SERVICES

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order shall 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.

19. INDEMNIFICATION CLAUSE

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

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

20. INSURANCE REQUIREMENTS

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

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

20.3 Minimum Scope and Limits of Insurance

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

20.3.1 Commercial General Liability (CGL) – Occurrence Form



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

20.3.1.1 General Aggregate \$2,000,000.00

20.3.1.1.1 Products – Completed Operations Aggregate \$1,000,000.00

20.3.1.1.2 Personal and Advertising Injury \$1,000,000.00

20.3.1.1.3 Damage to Rented Premises \$ 50,000.00

20.3.1.1.4 Each Occurrence \$1,000,000.00

20.3.1.2 The policy shall not exclude coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market shall not support it, it shall be included with the Professional Liability.

20.3.1.3 Contractor shall provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."

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

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

20.3.2 Business Automobile Liability

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

20.3.2.1.1 To Combined Single Limit (CSL) \$1,000,000.00

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

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

20.3.3 Workers; Compensation and Employers' Liability

20.3.3.1 Workers Compensation Statutory



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20.3.3.2 Employers' Liability

20.3.3.2.1 Each accident \$1,000,000.00

20.3.3.2.2 Disease – Each employee \$1,000,000.00

20.3.3.2.3 Disease – Policy Limit \$1,000,000.00

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

20.3.3.4 This requirement shall not apply to each Contractor or subContractor that is exempt under A.R.S. § 23.901 and when such Contractor or subContractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

20.3.4 Professional Liability (Errors and Omissions Liability)

20.3.4.1 Each Claim \$2,000,000.00

20.3.4.2 Annual Aggregate \$2,000,000.00

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

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

20.4 Additional Insurance Requirements

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

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

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

20.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor shall provide notice to the State of Arizona if they receive notice of a policy that has been or shall be suspended, canceled, materially changed for any reason, has expired, or



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shall be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, or hand delivered to Arizona Department of Health Services, 150 N 18th Ave, Suite 260, Phoenix, AZ 85007.

20.6 Acceptability of Insurers

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

20.7 Verification of Coverage

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

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

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

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

20.8 SubContractor

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

20.9 Approval and Modifications

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

20.10 Exceptions

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



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21. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

- 21.1 If applicable, 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 shall comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it shall cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor shall 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 shall sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.
- 21.2 If applicable, and 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.

22. PANDEMIC CONTRACTUAL PERFORMANCE

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



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22.3 The State, at any time, may request to see a copy of the written plan from the Contractor. The Contractor shall produce the written plan within seventy-two (72) hours of the request.

23. UNIQUE ENTITY IDENTIFIER (UEI)

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

24. NEW SERVICES

The State, at its sole discretion may allow new services identified by the Contractor or ADHS to be incorporated. The request may be submitted at any time during the Contract period. The requested services shall align with the current Scope of Work, Requirements, Deliverables, and Price List.

25. 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.S.GOV/](https://www.fsrcs.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.fsrcs.gov/>. The associated Grant Reporting Certification Form and completion instructions shall be sent to the subrecipient from ADHS Program(s) responsible for the specific Contract. The subrecipient or sub-awardee shall return the completed form to ADHS Program(s) by the 15th of the month following that in which the award was received. Failure to complete a required Grant Reporting Certification Form may result in loss of funding.

26. TRANSITION ACTIVITIES

- 26.1 The Contractor shall support the transfer of the Evaluation Reports at the conclusion of its Contract;
- 26.2 Upon termination of this Contract, if ADHS anticipates a continued need for the Contract Services specified herein and a Contract is awarded to a new Contractor, there shall be a transition of services period of not less than thirty (30) days. During this period, the existing Contractor shall work closely with the new Contractor, or Contractor, personnel and/or staff to ensure a smooth and complete transfer of duties and responsibilities;
- 26.3 An authorized representative from ADHS shall coordinate all transition activities. A transition plan shall be developed in conjunction with the outgoing Contractor to assist the new Contractor, or Contractor, personnel and/or staff to implement the transfer of duties;
- 26.4 ADHS reserves the right to determine which projects nearing completion shall remain with the current Contractor of record.
- 26.5 The Contractor shall return all ADHS equipment, reports, and any other documentation developed during the term of the Contract that ADHS deems necessary to maintain ongoing operations.

27. CONTRACTING; PROCUREMENT; INVESTMENT; PROHIBITIONS

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



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- 27.2 A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.
- 27.3 Contractor hereby certifies that it is not currently engaged in, and shall not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the State up to and including termination of this Contract.



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UNIFORM TERMS AND CONDITIONS

1. Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - 1.1. "Attachment" means any item the Solicitation which requires the Offeror to submit as part of the Offer.
 - 1.2. "Contract" means the combination of the Solicitation, including the Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or 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 shall 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. "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.
 - 1.12. "State Fiscal Year" means the period beginning with July 1 and ending June 30.
 - 1.13. "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.
 - 1.14. "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.



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2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits; then
 - 2.3.7. 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.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No 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.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

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



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- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in Contracts with SubContractor when required by Federal or State law.
- 3.3. 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.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, SubContractor facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract 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.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation, 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.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. 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.
- 3.8. Other Contractor. 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.
- 3.9. Ownership of Intellectual Property
- 3.9.1. 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



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

3.9.2. "Government Purpose Rights" are:

- 3.9.2.1. 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;
- 3.9.2.2. the right to release or disclose that work product to third parties for any State government purpose; and
- 3.9.2.3. 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.

3.9.3. "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.

3.9.4. 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.

3.9.5. 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 shall remain the exclusive property of Contractor, provided that:

- 3.9.5.1. any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;
- 3.9.5.2. 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
- 3.9.5.3. 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.

3.9.6. 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.

3.10. 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



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materials without the prior written consent of the State.

- 3.11. Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, Contractor shall flow down this requirement to all SubContractor 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. Shall the State determine that the Contractor or any SubContractor 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.
- 3.12. 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.
- 3.13. 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.
- 3.14. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.
- 3.15. Certifications Required by State Law.
 - 3.15.1. 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 shall refrain from any such boycott for the duration of this Contract.
 - 3.15.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, 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.
- 4.3. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.
- 4.4. Applicable Taxes
 - 4.4.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 4.4.2. 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



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not relieve the seller from its obligation to remit taxes.

4.4.3. Tax Indemnification. Contractor and all SubContractor shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all SubContractor to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.4.4. 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.

4.5. 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.

4.6. Availability of Funds for the Current State Fiscal Year. Shall 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:

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

4.6.2. Cancel the Contract; or

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

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of 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.

5.2. SubContracts. The Contractor shall not enter into any SubContract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed SubContractor and the SubContractor's proposed responsibilities. The SubContract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss. The Contractor shall bear all loss of conforming Materials covered under this Contract until



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received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming Materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency). 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 shallful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or SubContractor. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or shallful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor shall be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or SubContractor(s) is/are an agency, board, commission or university of the State of Arizona.

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

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of Materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this paragraph shall not apply.

6.4. Force Majeure.

6.4.1. 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



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other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

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

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

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

6.4.3. If either 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 shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

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

7. Warranties

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

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

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the Materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged, and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.



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7.3. Conformity to Requirements.

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

7.3.1.1. 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; Be free from defects of material and workmanship;

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

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

7.3.2. 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 shall not begin until State's explicit acceptance of the Materials or Services.

7.4. 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.

7.5. Contractor Personnel. Contractor warrants that its personnel shall 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 shall maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.6. 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 Contractor that the State does not have the authority to modify Arizona state law by Contract.

7.7. Intellectual Property. Contractor warrants that the Materials and Services do not and shall 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.

7.8. Licenses and Permits. Contractor warrants that it shall maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.

7.9. Operational Continuity. Contractor warrants that it shall perform without relief notwithstanding being sold or acquired; no such event shall operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that



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expressly recognizes the event.

7.10. Performance in Public Health Emergency. Contractor warrants that it shall:

7.10.1. 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:

7.10.1.1. Identification of response personnel by name;

7.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce; and

7.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.

7.10.2. 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 shall 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.

7.10.3. 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 shall not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.

7.10.4. Failure to have or implement an appropriate plan shall be a material breach of Contract.

7.11. Lobbying

7.11.1. Prohibition. Contractor warrants that it shall 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 shall 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 SubContractor and shall include an equivalent no-lobbying provision in all SubContracts.

7.11.2. 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.

7.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement shall 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.

7.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its SubContractor are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities



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OF HEALTH SERVICES
150 North 18th Ave, Suite 530
Phoenix, AZ 85007

List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any SubContractor are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal Contracts or participation in federal assistance programs or activities.

- 7.14. 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.
- 7.15. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract shall survive the expiration or earlier termination of the Contract.
- 7.15.2. 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. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
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.



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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 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 SubContractor 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



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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. 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.

10.5.2. 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).

Arizona Department of Health Services Accounting / Contracts 150 N 18th Avenue Phoenix, Arizona 85007		CONTRACTOR'S EXPENDITURE REPORT (CER) 1. Invoice Number _____ 2. Contract Number _____ 3. PI Name / Vendor Name _____ 4. Purchase Order - GAE Number _____ 5. Reporting Period _____					<input type="checkbox"/> Cost Reimbursement - Cumulative Actual <input type="checkbox"/> Fixed Price <input type="checkbox"/> Periodic Report <input type="checkbox"/> Final Report		
Detailed Statement of Expenditures, Fixed Price and Match Requirements									
6. COST REIMBURSEMENT (Actual Expenditures)		Approved Initial Budget	Date of Approved Budget Amendment	Approved Amended Budget	Prior Reporting Period YTD Expenditures	Current Reporting Period Expenditures	Total YTD Expenditures		
A. Account Classification:									
Personal Services		\$		\$	\$	\$	\$		
ERE		\$		\$	\$	\$	\$		
Professional & Outside Services		\$		\$	\$	\$	\$		
Travel		\$		\$	\$	\$	\$		
Occupancy		\$		\$	\$	\$	\$		
Other Operating		\$		\$	\$	\$	\$		
Capital Outlay		\$		\$	\$	\$	\$		
Indirect Cost		\$		\$	\$	\$	\$		
Total		\$		\$	\$	\$	\$		
7. FIXED PRICE (Deliverables)			Rate Per Unit	Number of Units Provided This Reporting Period	Total Funds Earned This Reporting Period	Prior Reporting Period - YTD Funds Earned	Total YTD Funds Earned		
A. Type of Unit: (Insert Below)									
			\$		\$	\$	\$		
			\$		\$	\$	\$		
			\$		\$	\$	\$		
			\$		\$	\$	\$		
			\$		\$	\$	\$		
Total					\$	\$	\$		
8. Match Expenditures (Actual Expenditures)					Prior Reporting Period YTD Expenditures	Current In-Kind Match Expenditures	Current Cash Match Expenditures	Total YTD Match Expenditures	
A. Account Classification: (Insert type of match below)									
					\$	\$	\$	\$	
					\$	\$	\$	\$	
Total					\$	\$	\$	\$	
ADHS USE ONLY		THIS SECTION FOR ADHS FINANCE USE ONLY				AMOUNT	CONTRACTOR CERTIFICATION		
I certify this report has been examined by me, and to the best of my knowledge and belief, the expenses noted are appropriate and reasonable. I also confirm the reported expenditures for fixed price information is valid, based on a review of supporting records. The sub recipient is in compliance with the terms of the contract which allows the program to approve and pay this CER invoice. ADHS PROGRAM CERTIFICATION: <input type="checkbox"/> Performance Satisfactory For Payment <input type="checkbox"/> Performance Unsatisfactory, Withhold Payment <input type="checkbox"/> No Payment Due PROGRAM MANAGER SIGNATURE / DATE PROGRAM MANAGER NAME / DATE		Total Expenditures / Total Fixed Price				\$	I certify that this report has been examined by me, and to the best of my knowledge and belief, the reported expenditures and fixed price information are allowable, valid, based upon our official accounting records (book of account) and consistent with the terms of the contract. It is also understood that the contract payments are calculated by the Department of Health Services based upon information provided in this report.		
		Adj (if required):				\$			
		Less: Year-to-Date Payments				\$			
		Adj (if required):				\$			
		Net Payment Due:				\$			
		Fiscal Year	Function	PPC	Major Program	Program			Amount
									\$
									\$
									\$
									\$
					\$				
					\$				
					\$				
						\$	CONTRACTOR'S SIGNATURE / DATE CONTRACTOR'S NAME / DATE		
						\$			



Exhibit B
B & C Bars Template

REQUEST FOR PROPOSAL No.: BPM005681
Well Woman Health Check Program

ARIZONA
DEPARTMENT OF
HEALTH SERVICES
150 N. 18th Avenue, Suite 530
Phoenix, Arizona 85007

Intro



Welcome to the Well Woman Health Check Program (WWHP) Evidence Based Intervention (EBI) survey. As a WWHP contractor, you are required to report on the use of EBI's in your health system. Your health system includes all clinics under your purview.

During this survey, you will provided with a list of EBI's and asked to indicate if they are in place in your health system **during the current project year (i.e., July 1, 2022 – June 30, 2023)**. You will be asked to repeat this process separately in relation to your breast cancer screening and cervical cancer screening activities.

All the questions asked are required by the Center for

Disease Control (CDC). The answers you provide will be shared with the CDC as part of their annual reporting process. **Please note, your funding is NOT contingent on the number of EBI's you report.**

The survey should take no longer than 45 minutes to complete. If you encounter problems taking the survey, please reach out to Jessica Renger (jessica@justevaluation.com).

Please try to complete the survey in one sitting. Depending on your computer and browser settings, you may NOT be able to re-enter the survey and pick up where you left off.

Please enter your email address below.

Health System

Please select your health system from the list below:

- ☐ Adelante HealthCare
- ☐ Chiricahua
- ☐ Community Health Center of Yavapai
- ☐ Mariposa
- ☐ Mountain Park
- ☐ North Country
- ☐ Pima County: Theresa Lee
- ☐ Pima County: El Rio
- ☐ Pinal County
- ☐ Regional Center for Border Health
- ☐ Valleywise Health Center
- ☐ Wesley Community

EBI's

We will now ask you to indicate which evidence based interventions (EBI's) are in place in your health system. There are multiple questions that need to be answered for each EBI.

We will ask you to repeat this process separately for your activities in relation to **BREAST CANCER SCREENING** and **CERVICAL CANCER SCREENING**.

Throughout the survey, there is reference to NBCCEDP

resources. NBCCEDP resources refers to funding provided by the Well Woman Health Check Program (WWHP).

Listed below are several questions related to **Patient Reminder System** Evidence Based Interventions (EBI's). Patient reminder systems remind patients when they are due for breast or cervical cancer screening. Patient reminders can be letters, postcards, emails, phone calls, or text messages (including automated messages).

Please read each statement below and check the box to indicate whether it applies to your health system in relation to **BREAST CANCER SCREENING** during the current project year (PY) (i.e., July 1, 2022 – June 30, 2023). If the question does not apply to your health system, please select N/A.

	Yes	No	N/A
NBCCEDP resources used toward a patient reminder system during this PY: Indicates whether NBCCEDP grantee resources (e.g. funds, staff time, materials, contracts) were used during this PY to contribute to planning, developing, implementing, monitoring/evaluating or improving the EBI for breast cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	Yes	No	N/A
Patient reminder system in place at end of PY: Indicates whether the EBI is in place for breast cancer screening and operational (in use) in this health system at the end of the PY, regardless of the quality, reach, or current level of functionality.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patient reminder system planning activities: If patient reminders were not already in place, indicates whether planning activities were conducted this PY for future implementation of the EBI for breast cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patient reminders sent multiple ways: If in place, indicates whether an average patient at this health system received breast cancer screening reminders in more than one way (e.g., same patient received 3 reminders: one by letter, another by text message, and a third by telephone) during this PY.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patient reminder system sustainability: If in place, indicates whether, for breast cancer, this EBI is considered to be fully integrated into health system and/or clinic operations and sustainable without NBCCEDP resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patient reminder system enhancements: If in place, indicates whether, for breast cancer, changes were made to enhance or improve implementation of patient navigation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Impact of COVID-19: Has COVID-19 impacted the ability of your health system to implement this EBI?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please indicate the maximum number of different ways and times (activity conducted more than one time during the year) that a given patient could have received **BREAST CANCER** screening reminders at your health system during this project year (i.e., July 1, 2022 – June 30, 2023).

- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5+
- ☐ N/A – This EBI is not in use

Please read each ***Patient Reminder System*** statement below and check the box to indicate whether it applies to your health system in relation to **CERVICAL CANCER SCREENING** during the current project year (PY) (i.e., July 1, 2022 – June 30, 2023). If the question does not apply to your health system, please select N/A.

	Yes	No	N/A
NBCCEDP resources used toward a patient reminder system during this PY: Indicates whether NBCCEDP grantee resources (e.g. funds, staff time, materials, contracts) were used during this PY to contribute to planning, developing, implementing, monitoring/evaluating or improving the EBI for cervical cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	Yes	No	N/A
Patient reminder system in place at end of PY: Indicates whether the EBI is in place for cervical cancer screening and operational (in use) in this health system at the end of the PY, regardless of the quality, reach, or current level of functionality.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patient reminder system planning activities: If patient reminders were not already in place, indicates whether planning activities were conducted this PY for future implementation of the EBI for cervical cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patient reminders sent multiple ways: If in place, indicates whether an average patient at this health system received cervical cancer screening reminders in more than one way (e.g., same patient received 3 reminders: one by letter, another by text message, and a third by telephone) during this PY.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patient reminder system sustainability: If in place, indicates whether, for cervical cancer, this EBI is considered to be fully integrated into health system and/or health system operations and sustainable without NBCCEDP resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patient reminder system enhancements: If in place, indicates whether, for cervical cancer, changes were made to enhance or improve implementation of patient navigation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Impact of COVID-19: Has COVID-19 impacted the ability of your health system to implement this EBI?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please indicate the maximum number of different ways and times (activity conducted more than one time during the year) that a given patient could have received **CERVICAL CANCER** screening reminders at your health system during this project year (i.e., July 1, 2022 – June 30, 2023).

- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5+
- ☐ N/A – This EBI is not in use

Listed below are several questions related to **Provider Reminder System** Evidence Based Interventions (EBI's). Provider Reminder Systems are in place to inform providers that a patient is due (or overdue) for breast or cervical cancer screening. The reminders can be provided in different ways, such as in patient charts or by e-mail.

Please read each statement below and check the box to indicate whether it applies to your health system in relation to **BREAST CANCER SCREENING** during the current project

year (PY) (i.e., July 1, 2022 – June 30, 2023). If the question does not apply to your health system, please select N/A.

	Yes	No	N/A
NBCCEDP resources used toward a provider reminder system during this PY: Indicates whether NBCCEDP grantee resources (e.g. funds, staff time, materials, contracts) were used during this PY to contribute to planning, developing, implementing, monitoring/evaluating, or improving the EBI for breast cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provider reminder system in place at PY end: Indicates whether the EBI is in place for breast cancer screening and operational (in use) in this health system at the end of the PY, regardless of the quality, reach, or current level of functionality.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provider reminder system planning activities: If provider reminders were not already in place, indicates whether planning activities were conducted this PY for future implementation of the EBI for breast cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provider reminders sent multiple ways: If in place, indicates whether providers at this health system typically received breast cancer screening reminders for a given patient in multiple ways during this PY (e.g., provider receives both an EHR pop-up message and a flagged patient chart for the same patient).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provider reminder system sustainability: If in place, indicates whether, for breast cancer, this EBI is considered to be fully integrated into health system and/or clinic operations and sustainable without NBCCEDP resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	Yes	No	N/A
Provider reminder system enhancements: If in place, indicates whether, for breast cancer, changes were made to enhance or improve implementation of provider reminder systems.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Impact of COVID-19: Has COVID-19 impacted the ability of your health system to implement this EBI?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please indicate maximum number of different ways and times (activity conducted more than one time during the year) that a given provider could have received **BREAST CANCER** screening reminders at your health system during this project year (i.e., July 1, 2022 – June 30, 2023).

- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5+
- ☐ N/A – This EBI is not in use

Please read each **Provider Reminder System** statement below and check the box to indicate whether it applies to your health system in relation to **CERVICAL CANCER**

SCREENING during the current project year (PY) (i.e., July 1, 2022 – June 30, 2023). If the question does not apply to your health system, please select N/A.

	Yes	No	N/A
NBCCEDP resources used toward a provider reminder system during this PY: Indicates whether NBCCEDP grantee resources (e.g. funds, staff time, materials, contracts) were used during this PY to contribute to planning, developing, implementing, monitoring/evaluating, or improving the EBI for cervical cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provider reminder system in place at PY end: Indicates whether the EBI is in place for cervical cancer screening and operational (in use) in this health system at the end of the PY, regardless of the quality, reach, or current level of functionality.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provider reminder system planning activities: If provider reminders were not already in place, indicates whether planning activities were conducted this PY for future implementation of the EBI for cervical cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provider reminders sent multiple ways: If in place, indicates whether providers at this health system typically received cervical cancer screening reminders for a given patient in multiple ways during this PY (e.g., provider receives both an EHR pop-up message and a flagged patient chart for the same patient).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	Yes	No	N/A
Provider reminder system sustainability: If in place, indicates whether, for cervical cancer, this EBI is considered to be fully integrated into health system and/or clinic operations and sustainable without NBCCEDP resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provider reminder system enhancements: If in place, indicates whether, for cervical cancer, changes were made to enhance or improve implementation of provider reminder systems.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Impact of COVID-19: Has COVID-19 impacted the ability of your health system to implement this EBI?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please indicate maximum number of different ways and times (activity conducted more than one time during the year) that a given provider could have received **CERVICAL CANCER** screening reminders at your health system during this project year (i.e., July 1, 2022 – June 30, 2023).

- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5+
- ☐ N/A – This EBI is not in use

Listed below are several questions related to **Provider Assessment and Feedback** Evidence Based Interventions (EBI's). This entails having a system in place to both evaluate provider performance in delivering or offering breast and cervical cancer screening to patients (assessment) and present providers with information about their performance in providing breast and cervical cancer screening services (feedback).

Please read each statement below and check the box to indicate whether it applies to your health system in relation to **BREAST CANCER SCREENING** during the current project year (PY) (i.e., July 1, 2022 – June 30, 2023). If the question does not apply to your health system, please select N/A.

	Yes	No	N/A
NBCCEDP resources used toward provider assessment and feedback reminder during this PY: Indicates whether NBCCEDP grantee resources (e.g. funds, staff time, materials, contracts) were used during this PY to contribute to planning, developing, implementing, monitoring/evaluating, or improving the EBI for breast cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provider assessment and feedback reminder in place at PY end: Indicates whether the EBI is in place for breast cancer screening and operational (in use) in this health system at the end of the PY, regardless of the quality, reach, or current level of functionality.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	Yes	No	N/A
Provider assessment and feedback planning activities: If not in place, indicates whether planning activities were conducted this PY for future implementation of the EBI for breast cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provider assessment and feedback reminder sustainability: If in place, indicates whether, for breast cancer, this EBI is considered to be fully integrated into health system and/or clinic operations and sustainable without NBCCEDP resources	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provider assessment and feedback enhancements: If in place, indicates whether, for breast cancer, changes were made to enhance or improve implementation of provider assessment and feedback.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Impact of COVID-19: Has COVID-19 impacted the ability of your health system to implement this EBI?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please indicate, on average, how often providers were given feedback on their performance in providing **BREAST CANCER** screening services at your health system during this project year (i.e., July 1, 2022 – June 30, 2023).

- ☐ Weekly
- ☐ Monthly
- ☐ Quarterly
- ☐ Annually
- ☐ N/A – This EBI is not in use

Please read each ***Provider Assessment and Feedback*** statement below and check the box to indicate whether it applies to your health system in relation to **CERVICAL CANCER SCREENING** during the current project year (PY) (i.e., July 1, 2022 – June 30, 2023). If the question does not apply to your health system, please select N/A.

	Yes	No	N/A
NBCCEDP resources used toward provider assessment and feedback reminder during this PY: Indicates whether NBCCEDP grantee resources (e.g. funds, staff time, materials, contracts) were used during this PY to contribute to planning, developing, implementing, monitoring/evaluating, or improving the EBI for cervical cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provider assessment and feedback reminder in place at PY end: Indicates whether the EBI is in place for cervical cancer screening and operational (in use) in this health system at the end of the PY, regardless of the quality, reach, or current level of functionality.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provider assessment and feedback planning activities: If not in place, indicates whether planning activities were conducted this PY for future implementation of the EBI for cervical cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	Yes	No	N/A
Provider assessment and feedback reminder sustainability: If in place, indicates whether, for breast cancer, this EBI is considered to be fully integrated into health system and/or clinic operations and sustainable without NBCCEDP resources	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provider assessment and feedback enhancements: If in place, indicates whether, for cervical cancer, changes were made to enhance or improve implementation of provider assessment and feedback.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Impact of COVID-19: Has COVID-19 impacted the ability of your health system to implement this EBI?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please indicate, on average, how often providers were given feedback on their performance in providing **CERVICAL CANCER** screening services at your health system during this project year (i.e., July 1, 2022 – June 30, 2023).

- ☐ Weekly
- ☐ Monthly
- ☐ Quarterly
- ☐ Annually
- ☐ N/A – This EBI is not in use

Listed below are several questions related to **Reducing Structural Barriers** Evidence Based Interventions (EBI's). This entails assessing structural barriers to breast and cervical cancer screening that are relevant to the health system patient population and addressing these barriers through one or more interventions. Structural barriers are non-economic burdens or obstacles that make it difficult for people to access cancer screening. Do not include patient navigation or community health workers as "reducing structural barriers."

Please read each statement below and check the box to indicate whether it applies to your health system in relation to **BREAST CANCER SCREENING** during the current project year (PY) (i.e., July 1, 2022 – June 30, 2023). If the question does not apply to your health system, please select N/A.

	Yes	No	N/A
NBCCEDP resources used toward reducing structural barriers during this PY: Indicates whether NBCCEDP grantee resources (e.g. funds, staff time, materials, contracts) were used during this PY to contribute to planning, developing, implementing, monitoring/evaluating, or improving the EBI for breast cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	Yes	No	N/A
Reducing structural barriers in place at PY end: Indicates whether the EBI is in place for breast cancer screening and operational (in use) in this health system at the end of the PY, regardless of the quality, reach, or current level of functionality.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reducing structural barriers planning activities: If not in place, indicates whether planning activities were conducted this PY for future implementation of the EBI for breast cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reducing structural barriers in more than one way: If in place, indicates whether this clinic reduced structural barriers for patients in multiple ways during this PY (e.g., offered evening clinic hours, provided free screenings for some patients).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reducing structural barriers sustainability: If in place, indicates whether, for breast cancer, this EBI is considered to be fully integrated into health system and/or clinic operations and sustainable without NBCCEDP resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reducing structural barriers enhancements: If in place, indicates whether, for breast cancer, changes were made to enhance or improve the ability of your health system to reduce structural barriers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Impact of COVID-19: Has COVID-19 impacted the ability of your health system to implement this EBI?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please indicate the maximum number of different ways and times (activity conducted more than one time during the year) your health system reduced structural barriers to **BREAST CANCER** screening during this project year (i.e., July 1, 2022 – June 30, 2023).

- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5+
- ☐ N/A – This EBI is not in use

Please read each ***Reducing Structural Barriers*** statement below and check the box to indicate whether it applies to your health system in relation to **CERVICAL CANCER SCREENING** during the current project year (PY) (i.e., July 1, 2022 – June 30, 2023). If the question does not apply to your health system, please select N/A.

	Yes	No	N/A
NBCCEDP resources used toward reducing structural barriers during this PY: Indicates whether NBCCEDP grantee resources (e.g. funds, staff time, materials, contracts) were used during this PY to contribute to planning, developing, implementing, monitoring/evaluating, or improving the EBI for cervical cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	Yes	No	N/A
Reducing structural barriers in place at PY end: Indicates whether the EBI is in place for cervical cancer screening and operational (in use) in this health system at the end of the PY, regardless of the quality, reach, or current level of functionality.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reducing structural barriers planning activities: If not in place, indicates whether planning activities were conducted this PY for future implementation of the EBI for cervical cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reducing structural barriers in more than one way: If in place, indicates whether this clinic reduced structural barriers for patients in multiple ways during this PY (e.g., offered evening clinic hours, provided free screenings for some patients).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reducing structural barriers sustainability: If in place, indicates whether, for cervical cancer, this EBI is considered to be fully integrated into health system and/or clinic operations and sustainable without NBCCEDP resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reducing structural barriers enhancements: If in place, indicates whether, for cervical cancer, changes were made to enhance or improve the ability of your health system to reduce structural barriers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Impact of COVID-19: Has COVID-19 impacted the ability of your health system to implement this EBI?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please indicate the maximum number of different ways and times (activity conducted more than one time during

the year) your health system reduced structural barriers to **CERVICAL CANCER** screening during this project year (i.e., July 1, 2022 – June 30, 2023).

- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5+
- ☐ N/A – This EBI is not in use

Listed below are several questions related to **Small Media** Evidence Based Interventions (EBI's). Small media are materials distributed to health system patients used to inform and motivate people to be screened for breast and cervical cancer, including videos and printed materials (e.g., letters, brochures, and newsletters).

Please read each statement below and check the box to indicate whether it applies to your health system in relation to **BREAST CANCER SCREENING** during the current project year (PY) (i.e., July 1, 2022 – June 30, 2023). If the question does not apply to your health system, please select N/A.

	Yes	No	N/A
NBCCEDP resources used toward small media during this PY: Indicates whether NBCCEDP grantee resources (e.g. funds, staff time, materials, contracts) were used during this PY to contribute to planning, developing, implementing, monitoring/evaluating, or improving the EBI for breast cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Small media in place at PY end: Indicates whether the EBI is in place for breast cancer screening and operational (in use) in this health system at the end of the PY, regardless of the quality, reach, or current level of functionality.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Small media planning activities: If not in place, indicates whether planning activities were conducted this PY for future implementation of the EBI for breast cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Small media delivered in more than one way: If in place, indicates whether a given patient received multiple forms of small media related to breast cancer screening (e.g., the same patient received a postcard, was exposed to posters in the office setting, received a clinic newsletter or brochure) during this PY.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Small media sustainability: If in place, indicates whether, for breast cancer, this EBI is considered to be fully integrated into health system and/or clinic operations and sustainable without NBCCEDP resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Small media enhancements: If in place, indicates whether, for breast cancer, changes were made to enhance or improve implementation of small media	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	Yes	No	N/A
Impact of COVID-19: Has COVID-19 impacted the ability of your health system to implement this EBI?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please indicate the maximum number of different ways and times (activity conducted more than one time during the year) a given patient could have received small media at your health system about **BREAST CANCER** screening during this project year (i.e., July 1, 2022 – June 30, 2023).

- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5+
- ☐ N/A – This EBI is not in use

Please read each **Small Media** statement below and check the box to indicate whether it applies to your health system in relation to **CERVICAL CANCER SCREENING** during the current project year (PY) (i.e., July 1, 2022 – June 30, 2023). If the question does not apply to your health system, please select N/A.

	Yes	No	N/A
NBCCEDP resources used toward small media during this PY: Indicates whether NBCCEDP grantee resources (e.g. funds, staff time, materials, contracts) were used during this PY to contribute to planning, developing, implementing, monitoring/evaluating, or improving the EBI for cervical cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Small media in place at PY end: Indicates whether the EBI is in place for cervical cancer screening and operational (in use) in this health system at the end of the PY, regardless of the quality, reach, or current level of functionality.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Small media planning activities: If not in place, indicates whether planning activities were conducted this PY for future implementation of the EBI for cervical cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Small media delivered in more than one way: If in place, indicates whether a given patient received multiple forms of small media related to cervical cancer screening (e.g., the same patient received a postcard, was exposed to posters in the office setting, received a clinic newsletter or brochure) during this PY.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Small media sustainability: If in place, indicates whether, for cervical cancer, this EBI is considered to be fully integrated into health system and/or clinic operations and sustainable without NBCCEDP resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Small media enhancements: If in place, indicates whether, for cervical cancer, changes were made to enhance or improve implementation of small media	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	Yes	No	N/A
Impact of COVID-19: Has COVID-19 impacted the ability of your health system to implement this EBI?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please indicate the maximum number of different ways and times (activity conducted more than one time during the year) a given patient could have received small media at your health system about **CERVICAL CANCER** screening during this project year (i.e., July 1, 2022 – June 30, 2023).

- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5+
- ☐ N/A – This EBI is not in use

Listed below are several questions related to **Patient Education** Evidence Based Interventions (EBI's). Patient Education consists of activities that are in place to provide group or individual education to health system patients on indications for, benefits of, and ways to overcome barriers to breast and cervical cancer screening with the goal of informing, encouraging, and motivating participants to seek

recommended screening. Patient education may include role modeling or other interactive learning formats.

Please read each statement below and check the box to indicate whether it applies to your health system in relation to **BREAST CANCER SCREENING** during the current project year (PY) (i.e., July 1, 2022 – June 30, 2023). If the question does not apply to your health system, please select N/A.

	Yes	No	N/A
NBCCEDP resources used toward patient education during this PY: Indicates whether NBCCEDP grantee resources (e.g. funds, staff time, materials, contracts) were used during this PY to contribute to planning, developing, implementing, monitoring/evaluating, or improving the EBI for breast cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patient education place at PY end: Indicates whether the EBI is in place for breast cancer screening and operational (in use) in this health system at the end of the PY, regardless of the quality, reach, or current level of functionality.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patient education planning activities: If not in place, indicates whether planning activities were conducted this PY for future implementation of the EBI for breast cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patient education sustainability: If in place, indicates whether, for breast cancer, this EBI is considered to be fully integrated into health system and/or clinic operations and sustainable without NBCCEDP resources	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	Yes	No	N/A
Patient education enhancements: If in place, indicates whether, for breast cancer, changes were made to enhance or improve implementation of patient education	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Impact of COVID-19: Has COVID-19 impacted the ability of your health system to implement this EBI?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please indicate the average amount of time a patient received **BREAST CANCER** screening education at your during this project year (i.e., July 1, 2022 – June 30, 2023).

- ☐ < 15 min
- ☐ > 15 min – 30 min
- ☐ > 30 min – 1 hour
- ☐ > 1 hour – 2 hours
- ☐ > 2 hours – 3 hours
- ☐ > 3 hours

Please read each **Patient Education** statement below and check the box to indicate whether it applies to your health system in relation to **CERVICAL CANCER SCREENING** during the current project year (PY) (i.e., July 1, 2022 – June

30, 2023). If the question does not apply to your health system, please select N/A.

	Yes	No	N/A
NBCCEDP resources used toward patient education during this PY: Indicates whether NBCCEDP grantee resources (e.g. funds, staff time, materials, contracts) were used during this PY to contribute to planning, developing, implementing, monitoring/evaluating, or improving the EBI for cervical cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patient education place at PY end: Indicates whether the EBI is in place for cervical cancer screening and operational (in use) in this health system at the end of the PY, regardless of the quality, reach, or current level of functionality.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patient education planning activities: If not in place, indicates whether planning activities were conducted this PY for future implementation of the EBI for cervical cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patient education sustainability: If in place, indicates whether, for cervical cancer, this EBI is considered to be fully integrated into health system and/or clinic operations and sustainable without NBCCEDP resources	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patient education enhancements: If in place, indicates whether, for cervical cancer, changes were made to enhance or improve implementation of patient education	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Impact of COVID-19: Has COVID-19 impacted the ability of your health system to implement this EBI?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please indicate the average amount of time a patient received **CERVICAL CANCER** screening education at your health system during this project year. (i.e., July 1, 2022 – June 30, 2023).

- ☐ < 15 min
- ☐ > 15 min – 30 min
- ☐ > 30 min – 1 hour
- ☐ > 1 hour – 2 hours
- ☐ > 2 hours – 3 hours
- ☐ > 3 hours
- ☐ N/A – This EBI is not in use

Listed below are several questions related to **Reducing out of Pocket Costs** Evidence Based Interventions (EBI's). Reducing out of pocket costs indicates whether a system is in place to reduce patient out-of-pocket costs to minimize or remove economic barriers that make it difficult for patients to access breast and cervical cancer screening services. Reducing costs may include vouchers or reimbursements for transportation/parking, reduction in co-pays, reimbursing for breast and cervical cancer screening and/or diagnostics, or adjustments in federal or state insurance coverage.

Please read each statement below and check the box to indicate whether it applies to your health system in relation to **BREAST CANCER SCREENING** during the current project year (PY) (i.e., July 1, 2022 – June 30, 2023). If the question does not apply to your health system, please select N/A.

	Yes	No	N/A
NBCCEDP resources used toward reducing out-of-pocket costs during this PY: Indicates whether NBCCEDP grantee resources (e.g. funds, staff time, materials, contract) were used during this PY to contribute to planning, developing, implementing, monitoring/evaluating or improving the EBI for breast cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reducing out-of-pocket costs in place at PY end: Indicates whether the EBI is in place for breast cancer screening and operational (in use) in this health system at the end of the PY, regardless of the quality, reach, or current level of functionality.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reducing out-of-pocket costs planning activities: If not in place, indicates whether planning activities were conducted this PY for future implementation of the EBI for breast cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reducing out-of-pocket costs in more than one way: If in place, indicates whether this clinic reduced out of pocket costs for patients in multiple ways during this PY.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	Yes	No	N/A
Reducing out-of-pocket costs sustainability: If in place, indicates whether, for breast cancer, this EBI is considered to be fully integrated into health system and/or clinic operations and sustainable without NBCCEDP resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reducing out-of-pocket costs enhancements: If in place, indicates whether, for breast cancer, changes were made to enhance or improve the ability of your health system to reduce out-of-pocket costs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Impact of COVID-19: Has COVID-19 impacted the ability of your health system to implement this EBI?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please indicate the maximum number of ways and times (activity conducted more than one time during the year) your reduced **BREAST CANCER** screening out-of-pocket costs for patients this project year (i.e., July 1, 2022 – June 30, 2023).

- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5+
- ☐ N/A – This EBI is not in use

Please read each ***Reducing out of Pocket Costs*** statement below and check the box to indicate whether it applies to your health system in relation to **CERVICAL CANCER SCREENING** during the current project year (PY) (i.e., July 1, 2022 – June 30, 2023). If the question does not apply to your health system, please select N/A.

	Yes	No	N/A
NBCCEDP resources used toward reducing out-of-pocket costs during this PY: Indicates whether NBCCEDP grantee resources (e.g. funds, staff time, materials, contract) were used during this PY to contribute to planning, developing, implementing, monitoring/evaluating or improving the EBI for breast cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reducing out-of-pocket costs in place at PY end: Indicates whether the EBI is in place for breast cancer screening and operational (in use) in this health system at the end of the PY, regardless of the quality, reach, or current level of functionality.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reducing out-of-pocket costs planning activities: If not in place, indicates whether planning activities were conducted this PY for future implementation of the EBI for breast cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reducing out-of-pocket costs in more than one way: If in place, indicates whether this clinic reduced out of pocket costs for patients in multiple ways during this PY.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	Yes	No	N/A
Reducing out-of-pocket costs sustainability: If in place, indicates whether, for breast cancer, this EBI is considered to be fully integrated into health system and/or clinic operations and sustainable without NBCCEDP resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reducing out-of-pocket costs enhancements: If in place, indicates whether, for cervical cancer, changes were made to enhance or improve the ability of your health system to reduce out-of-pocket costs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Impact of COVID-19: Has COVID-19 impacted the ability of your health system to implement this EBI?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please indicate the maximum number of ways and times (activity conducted more than one time during the year) your health system reduced **CERVICAL CANCER** screening out-of-pocket costs for patients this project year (i.e., July 1, 2022 – June 30, 2023).

- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5+
- ☐ N/A – This EBI is not in use

Listed below are several questions related to **Professional Development and Provider Education** Evidence Based Interventions (EBI's). Professional Development and Provider Education includes activities that are place to provide professional development/provider education to health care providers in this health system on breast and cervical cancer screening. Activities may include distribution of provider education materials, including screening guidelines and recommendations, and/or continuing medical education (CMEs) opportunities.

Please read each statement below and check the box to indicate whether it applies to your health system in relation to **BREAST CANCER SCREENING** during the current project year (PY) (i.e., July 1, 2022 – June 30, 2023). If the question does not apply to your health system, please select N/A.

	Yes	No	N/A
NBCCEDP resources used toward professional development/provider education during this PY: Indicates whether NBCCEDP grantee resources (e.g., funds, staff time, materials, contracts) were used during this PY to contribute to planning, developing, implementing, monitoring/evaluating or improving the activity for breast cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	Yes	No	N/A
Professional development/provider education in place at PY end: Indicates whether the activity is in place and operational (in use) in this health system at the end of the PY, regardless of the quality, reach, or current level of functionality.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Professional development/provider education enhancements: If in place, indicates whether, for breast cancer, changes were made to enhance or improve implementation of professional development/provider education.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Impact of COVID-19: Has COVID-19 impacted the ability of your health system to implement this EBI?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please indicate the average amount of time a provider received **BREAST CANCER** screening professional development training or education at your health system during this project year (i.e., July 1, 2022 – June 30, 2023).

- ☐ < 15 min
- ☐ > 15 min – 30 min
- ☐ > 30 min – 1 hour
- ☐ > 1 hour – 2 hours
- ☐ > 2 hours – 3 hours
- ☐ > 3 hours
- ☐ N/A – This EBI is not in use

Please read each **Professional Development and Provider Education** statement below and check the box to indicate whether it applies to your health system in relation to **CERVICAL CANCER SCREENING** during the current project year (PY) (i.e., July 1, 2022 – June 30, 2023). If the question does not apply to your health system, please select N/A.

	Yes	No	N/A
NBCCEDP resources used toward professional development/provider education during this PY: Indicates whether NBCCEDP grantee resources (e.g., funds, staff time, materials, contracts) were used during this PY to contribute to planning, developing, implementing, monitoring/evaluating, or improving the activity for cervical cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Professional development/provider education in place at PY end: Indicates whether the activity is in place and operational (in use) in this health system at the end of the PY, regardless of the quality, reach, or current level of functionality.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Professional development/provider education enhancements: If in place, indicates whether, for cervical cancer, changes were made to enhance or improve implementation of professional development/provider education.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	Yes	No	N/A
Impact of COVID-19: Has COVID-19 impacted the ability of your health system to implement this EBI?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please indicate the average amount of time a provider received **CERVICAL CANCER** screening professional development training or education at your health system during this project year (i.e., July 1, 2022 – June 30, 2023).

- ☐ < 15 min
- ☐ > 15 min – 30 min
- ☐ > 30 min – 1 hour
- ☐ > 1 hour – 2 hours
- ☐ > 2 hours – 3 hours
- ☐ > 3 hours
- ☐ N/A – This EBI is not in use

Listed below are several questions related to **Community Outreach, Engagement, and Support** Evidence Based Interventions (EBI's). Community Outreach, Engagement, and Support indicates whether community outreach and education activities are in place with the goal of linking women in the community to breast and cervical cancer screening services at this health system. An example is

using community health workers (CHWs) for community outreach. CHWs are lay health educators with a deep understanding of the community and are often members of the community being served. CHWs work in community settings to educate people about cancer screening, promote cancer screening, and provide peer support to people referred to cancer screening.

Please read each statement below and check the box to indicate whether it applies to your health system in relation to **BREAST CANCER SCREENING** during the current project year (PY) (i.e., July 1, 2022 – June 30, 2023). If the question does not apply to your health system, please select N/A.

	Yes	No	N/A
NBCCEDP resources used toward community outreach activities during this PY: Indicates whether NBCCEDP grantee resources (e.g., funds, staff time, materials, contracts) were used during this PY to contribute to planning, developing, implementing, monitoring/evaluating, or improving the activity for breast cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Community outreach activities in place at PY end: Indicates whether the activity is in place for breast cancer screening and operational (in use) in this health system at the end of the PY, regardless of quality, reach, or current level of functionality.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	Yes	No	N/A
Community outreach planning activities: If not in place, indicates whether planning activities were conducted this PY for future implementation of the EBI for breast cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Community outreach sustainability: If in place, indicates whether, for breast cancer, this EBI is considered to be fully integrated into health system and/or clinic operations and sustainable without NBCCEDP resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Community outreach enhancements: If in place, indicates whether, for breast cancer, changes were made to enhance or improve implementation of community outreach.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Impact of COVID-19: Has COVID-19 impacted the ability of your health system to implement this EBI?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please indicate the average amount of time a person in your health system's community was exposed to **BREAST CANCER** screening outreach activities conducted by your health system during this project year (i.e., July 1, 2022 – June 30, 2023).

- ☐ < 15 min
- ☐ > 15 min – 30 min
- ☐ > 30 min – 1 hour
- ☐ > 1 hour – 2 hours
- ☐ > 2 hours – 3 hours

- ☐ > 3 hours
- ☐ N/A – This EBI is not in use

Please indicate the number of Community Health Worker full time equivalents (FTEs) employed at or by your health system during the project year (i.e., July 1, 2022 – June 30, 2023) for **BREAST CANCER** screening.

Please list any other activities in place at or employed by the health system to link priority population members in the community to **BREAST CANCER** screening services below.

Activity 1

Activity 2

Activity 3

Please read each **Community Outreach, Engagement, and Support** statement below and check the box to indicate whether it applies to your health system in relation to **CERVICAL CANCER SCREENING** during the current project year (PY) (i.e., July 1, 2022 – June 30, 2023). If the question does not apply to your health system, please select N/A.

	Yes	No	N/A
NBCCEDP resources used toward community outreach activities during this PY: Indicates whether NBCCEDP grantee resources (e.g., funds, staff time, materials, contracts) were used during this PY to contribute to planning, developing, implementing, monitoring/evaluating, or improving the activity for cervical cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Community outreach activities in place at PY end: Indicates whether the activity is in place for cervical cancer screening and operational (in use) in this health system at the end of the PY, regardless of quality, reach, or current level of functionality.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Community outreach planning activities: If not in place, indicates whether planning activities were conducted this PY for future implementation of the EBI for cervical cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Community outreach sustainability: If in place, indicates whether, for cervical cancer, this EBI is considered to be fully integrated into health system and/or clinic operations and sustainable without NBCCEDP resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	Yes	No	N/A
Community outreach enhancements: If in place, indicates whether, for cervical cancer, changes were made to enhance or improve implementation of community outreach.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Impact of COVID-19: Has COVID-19 impacted the ability of your health system to implement this EBI?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please indicate the average amount of time a person in your health system's community was exposed to **CERVICAL CANCER** screening outreach activities conducted by your health system during this project year (i.e., July 1, 2022 – June 30, 2023).

- ☐ < 15 min
- ☐ > 15 min – 30 min
- ☐ > 30 min – 1 hour
- ☐ < 1 hour – 2 hours
- ☐ > 2 hours – 3 hours
- ☐ > 3 hours
- ☐ N/A – This EBI is not in use

Please indicate the number of Community Health Worker full time equivalents (FTEs) employed at or by your health

system during the project year (i.e., July 1, 2022 – June 30, 2023) for **CERVICAL CANCER** screening.

Please list any other activities in place at or employed by the health system to link priority population members in the community to **CERVICAL CANCER** screening services below.

Activity 1

Activity 2

Activity 3

Listed below are several questions related to **Patient Navigation for Screening, Diagnostics, and Treatment** Evidence Based Interventions (EBI's). Patient navigation involves assisting clients in overcoming individual barriers to breast and cervical cancer screening and typically includes assessment of patient barriers;

patient education and support; resolution of patient barriers; patient tracking; and follow-up. Patient navigation should involve multiple contacts with a patient. Refer to the CDC Patient Navigation Policy for more guidance.

Please read each statement below and check the box to indicate whether it applies to your health system in relation to **BREAST CANCER SCREENING** during the current project year (PY) (i.e., July 1, 2022 – June 30, 2023). If the question does not apply to your health system, please select N/A.

	Yes	No	N/A
NBCCEDP resources used toward patient navigation during this PY: Indicates whether NBCCEDP grantee resources (e.g., funds, staff time, materials, contracts) were used during this PY to contribute to planning, developing, implementing, monitoring/evaluating, or improving patient navigation activities for breast cancer.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patient navigation in place at PY end: Indicates whether patient navigation is in place for breast cancer and operational (in use) in this health system at the end of the PY, regardless of quality, reach, or current level of functionality.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patient navigation planning activities: If not in place, indicates whether planning activities were conducted this PY for future implementation of the EBI for breast cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	Yes	No	N/A
Patient navigation for EBIs: If in place, indicates whether patient navigator(s) at this health system assisted or facilitated implementation of any of the clinic's breast cancer screening EBIs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patient navigation sustainability: If in place, indicates whether, for breast cancer, this EBI is considered to be fully integrated into health system and/or clinic operations and sustainable without NBCCEDP resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patient navigation enhancements: If in place, indicates whether, for breast cancer, changes were made to enhance or improve implementation of patient navigation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Impact of COVID-19: Has COVID-19 impacted the ability of your health system to implement this EBI?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please indicate the average amount of time a patient at your health system received **BREAST CANCER** screening navigation support during this project year (i.e., July 1, 2022 – June 30, 2023).

- ☐ < 15 min
- ☐ > 15 min – 30 min
- ☐ > 30 min – 1 hour
- ☐ > 1 hour – 2 hours
- ☐ > 2 hours – 3 hours

- ☐ > 3 hours
- ☐ N/A – This EBI is not in use

Please indicate the number of full time equivalents (FTEs) in your health system conducting patient navigation (e.g., navigators, nurse navigators, nurses, peer health advisors, health navigators) for **BREAST CANCER** during this project year (i.e., July 1, 2022 – June 30, 2023).

Please indicate whether, for **BREAST CANCER**, patient navigators at your health system assist with screening, diagnosis, or both.

- ☐ Breast Cancer Screening Only
- ☐ Follow up Diagnosis Tests Only
- ☐ Both Breast Cancer Screening and Follow up Diagnosis

Please read each ***Patient Navigation for Screening, Diagnostics, and Treatment*** statement below and check the box to indicate whether it applies to your health system

in relation to **CERVICAL CANCER SCREENING** during the current project year (PY) (i.e., July 1, 2022 – June 30, 2023). If the question does not apply to your health system, please select N/A.

	Yes	No	N/A
NBCCEDP resources used toward patient navigation during this PY: Indicates whether NBCCEDP grantee resources (e.g., funds, staff time, materials, contracts) were used during this PY to contribute to planning, developing, implementing, monitoring/evaluating, or improving patient navigation activities for cervical cancer.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patient navigation in place at PY end: Indicates whether patient navigation is in place for cervical cancer and operational (in use) in this health system at the end of the PY, regardless of quality, reach, or current level of functionality.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patient navigation planning activities: If not in place, indicates whether planning activities were conducted this PY for future implementation of the EBI for cervical cancer screening.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patient navigation for EBIs: If in place, indicates whether patient navigator(s) at this health system assisted or facilitated implementation of any of the clinic's cervical cancer screening EBIs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patient navigation sustainability: If in place, indicates whether, for cervical cancer, this EBI is considered to be fully integrated into health system and/or clinic operations and sustainable without NBCCEDP resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patient navigation enhancements: If in place, indicates whether, for cervical cancer, changes were made to enhance or improve implementation of patient navigation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	Yes	No	N/A
Impact of COVID-19: Has COVID-19 impacted the ability of your health system to implement this EBI?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please indicate the average amount of time a patient at your health system received **CERVICAL CANCER** screening navigation support during this project year (i.e., July 1, 2022 – June 30, 2023).

- ☐ < 15 min
- ☐ > 15 min – 30 min
- ☐ > 30 min – 1 hour
- ☐ > 1 hour – 2 hours
- ☐ > 2 hours – 3 hours
- ☐ > 3 hours
- ☐ N/A – This EBI is not in use

Please indicate the number of full time equivalents (FTEs) in your health system conducting patient navigation (e.g., navigators, nurse navigators, nurses, peer health advisors, health navigators) for **CERVICAL CANCER** during this project year (i.e., July 1, 2022 – June 30, 2023).

Please indicate whether, for **CERVICAL CANCER**, patient navigators at your health system assist with screening, diagnosis, or both.

- ☐ Cervical Cancer Screening Only
- ☐ Follow up Diagnosis Tests Only
- ☐ Both Cervical Cancer Screening and Follow up Diagnosis Tests

Were there additional **BREAST CANCER** related Evidence Based Interventions (EBI's) used during this project year (i.e., July 1, 2022 – June 30, 2023)?

- ☐ Yes
- ☐ No

Please list the first additional **BREAST CANCER** related Evidence Based Intervention (EBI) used during this project year below.

Were NBCCEDP resources used towards this EBI during this project year?

- ☐ Yes
- ☐ No

Was there another additional **BREAST CANCER** related Evidence Based Intervention (EBI's) used during this project year?

- ☐ Yes
- ☐ No

Please list the second additional **BREAST CANCER** related Evidence Based Intervention (EBI) used during this project year below.

Were NBCCEDP resources used towards this EBI during this project year?

- ☐ Yes
- ☐ No

Was there another additional **BREAST CANCER** related Evidence Based Intervention (EBI's) used during this project year?

- ☐ Yes
- ☐ No

Please list the third additional **BREAST CANCER** related Evidence Based Intervention (EBI) used during this project year below.

Were NBCCEDP resources used towards this EBI during this project year?

- ☐ Yes

☐ No

Were there additional **CERVICAL CANCER** related Evidence Based Interventions (EBI's) used during this project year?

☐ Yes

☐ No

Please list the first additional **CERVICAL CANCER** related Evidence Based Intervention (EBI) used during this project year below.

Were NBCCEDP resources used towards this EBI during this project year?

☐ Yes

☐ No

Was there another additional **CERVICAL CANCER** related Evidence Based Intervention (EBI's) used during this project year?

- ☐ Yes
- ☐ No

Please list the second additional **CERVICAL CANCER** related Evidence Based Intervention (EBI) used during this project year below.

Were NBCCEDP resources used towards this EBI during this project year?

- ☐ Yes
- ☐ No

Was there another additional **CERVICAL CANCER** related Evidence Based Intervention (EBI's) used during this project year?

- ☐ Yes
- ☐ No

Please list the third additional **CERVICAL CANCER** related Evidence Based Intervention (EBI) used during this project year below.

Were NBCCEDP resources used towards this EBI during this project year?

- ☐ Yes
- ☐ No

Is there any additional information you would like to share about your use of Evidence Based Interventions at your ?

COVID

The next few questions will ask about the impact of the COVID-19 pandemic on your health system's operations and NBCCEDP activities.

For your health system, please indicate if the COVID-19 pandemic influenced the following:

	Yes - Impacted by COVID	No - Not Impacted by COVID
Ability to do screening/diagnosis	<input type="radio"/>	<input type="radio"/>
Visits restricted to sick patients	<input type="radio"/>	<input type="radio"/>
Visits limited to high risk or symptomatic patients	<input type="radio"/>	<input type="radio"/>
Visits restricted to telehealth/telemed	<input type="radio"/>	<input type="radio"/>

Yes - Impacted by COVID

No - Not Impacted by COVID

Unable to refer
patients for
mammography

☐☐

Unable to refer
patients for follow-up
testing

☐☐

Patients cancelled or
did not schedule

☐☐

Patients fearful of
contracting COVID-19

☐☐

Activities limited due
to vaccine priority

☐☐

Were there additional areas/activities of your health system that were impacted by the COVID-19 pandemic?

☐ Yes

☐ No

Please describe the other areas/activities of your health system that were impact by the COVID-10 pandemic.

Did COVID-19 result in closures of clinics in your health system or reduced operating hours?

☐ Yes

☐ No

How many weeks were the clinics in your health system closed due to COVID-19?

How many weeks were the clinics your health system operating with reduced hours due to COVID-19?

How many hours were the clinics in your health system reduced per week?

Prior to COVID-19, how many hours were the clinics in your health system open each week?

Financial

We will now ask you about the resources provided to your health system. NBCCEDP resources refers to funding provided by the Well Woman Health Check Program (WWHP).

Did you provide NBCCEDP financial resources either directly to the clinics in your health system or to your health system during the program year (i.e., July 1, 2022 – June 30, 2023) to support NBCCEDP activities? Funding could come from CDC, your state, or other sources

- ☐ Yes – Directly to the Clinics in my Health System
- ☐ Yes – To the Health System
- ☐ No

If NBCCEDP financial resources were provided, please indicate if the funds were used for Breast Cancer activities only, Cervical Cancer activities only, or for both Breast and Cervical Cancer activities at your .

- ☐ Breast Cancer Only
- ☐ Cervical Cancer Only
- ☐ Both Breast Cancer and Cervical Cancer

If NBCCEDP financial resources were provided, indicate the total amount of financial resources provided to your health system during this program year (PY) (i.e., July 1, 2021 – June 30, 2022).

Please note:

- Pro-rate funding, if needed, to associate with the PY.
- Do NOT include in-kind resources.
- If resources were given for both breast and cervical cancer, then enter the total amount given to the health system.

Final Notice

WARNING: Pressing the next button will take you to the end of the survey. If you press the next button, you will NOT be able to re-enter the survey to modify your answers.

If you are satisfied with your answers and wish to submit the survey, press the next button to complete the survey.

Powered by Qualtrics



Exhibit C
Quarterly Report Template
REQUEST FOR PROPOSAL No.: BPM005681
Well Woman Health Check Program

ARIZONA
DEPARTMENT OF
HEALTH SERVICES
150 N. 18th Avenue, Suite 530
Phoenix, Arizona 85007



Well Woman HealthCheck Program Quarterly Report

For Quarter Dates: April 1st to June 30th, 2023

Welcome to the Well Woman HealthCheck Program Quarterly Report! Please take the time to review and complete each question carefully. Of note, we will NOT be asking about clinic specific data in this survey. When answering each question, please do so as it relates to **ALL** clinics under your purview.

Your responses are appreciated and valuable to the continued success of the Well Woman HealthCheck program.

Any questions about the survey should be directed to jessica@justevaluation.com

Complete_Previous

Just to confirm, have you completed the previous WWHP Quarterly Report?

- ☐ Yes
☐ No

Contact

Please select your organization from the list below.

- ☐ Adelante Healthcare
☐ Chiricahua
☐ Community Health Center of Yavapai

- ☐ Mariposa
- ☐ Mountain Park
- ☐ North Country
- ☐ Pima County (El Rio)
- ☐ Pima County (Theresa Lee)
- ☐ Pinal County
- ☐ Regional Center for Border Health
- ☐ Valleywise Health Center
- ☐ Wesley Community

Please provide the first and last name of the primary point of contact for your organization.

Please provide the email address of the primary point of contact for your organization.

Clinics+ Partners_Adelante

Please click [here](#) to view a list of all the clinic locations we have on file for you. The link will open in a new tab in your browser. Please review the clinic locations we have on file for you carefully. In particular, please ensure that:

- 1) All current active clinics are listed
- 2) All clinics have the correct name and address
- 3) Any inactive clinics are removed from the list

Please make the changes directly in the google document. When you are done, please return back to this survey tab in your browser.

Have you visited the google document linked above and verified that all of the clinic information listed for you is complete and accurate?

- ☐ Yes

☐ No

We would like to know all the agencies with whom you partner to deliver WWHP services. Please click [here](#) to view all the partner agencies we have on file for you. The link will open in a new tab in your browser. Please review the partner agencies we have on file for you carefully. In particular, please ensure that:

- 1) All current active partner organizations are listed
- 2) All partner organizations have the correct name and address
- 3) Any inactive partner organizations are removed from the list

Please make the changes directly in the google document. please return back to this survey tab in your browser.

Have you visited the google document linked above and verified that all of the partner organization information listed for you is complete and accurate?

☐ Yes

☐ No

Clinics+Partners_Chiricahua

Please click [here](#) to view a list of all the clinic locations we have on file for you. The link will open in a new tab in your browser. Please review the clinic locations we have on file for you carefully. In particular, please ensure that:

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Have you visited the google document linked above and verified that all of the clinic information listed for you is complete and accurate?

- ☐ Yes
- ☐ No

We would like to know all the agencies with whom you partner to deliver WWHP services. Please click [here](#) to view all the partner agencies we have on file for you. The link will open in a new tab in your browser. Please review the partner agencies we have on file for you carefully. In particular, please ensure that:

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- ☐ Yes
- ☐ No

Clinics+Partners_Yavapai

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return back to this survey tab in your browser.

Have you visited the google document linked above and verified that all of the clinic information listed for you is complete and accurate?

- ☐ Yes
- ☐ No

We would like to know all the agencies with whom you partner to deliver WWHP services. Please click [here](#) to view all the partner agencies we have on file for you. The link will open in a new tab in your browser. Please review the partner agencies we have on file for you carefully. In particular, please ensure that:

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Have you visited the google document linked above and verified that all of the partner organization information listed for you is complete and accurate?

- ☐ Yes
- ☐ No

Clinics+Partners_Mariposa

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3) Any inactive clinics are removed from the list

Please make the changes directly in the google document. When you are done, please return back to this survey tab in your browser.

Have you visited the google document linked above and verified that all of the clinic information listed for you is complete and accurate?

☐ Yes

☐ No

We would like to know all the agencies with whom you partner to deliver WWHP services. Please click [here](#) to view all the partner agencies we have on file for you. The link will open in a new tab in your browser. Please review the partner agencies we have on file for you carefully. In particular, please ensure that:

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Have you visited the google document linked above and verified that all of the partner organization information listed for you is complete and accurate?

☐ Yes

☐ No

Clinics+Partners_Mountain Park

Please click [here](#) to view a list of all the clinic locations we have on file for you. The link will open in a new tab in your browser. Please review the clinic locations we have on file for you carefully. In particular, please ensure that:

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- 3) Any inactive clinics are removed from the list

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Have you visited the google document linked above and verified that all of the clinic information listed for you is complete and accurate?

- ☐ Yes
- ☐ No

We would like to know all the agencies with whom you partner to deliver WWHP services. Please click [here](#) to view all the partner agencies we have on file for you. The link will open in a new tab in your browser. Please review the partner agencies we have on file for you carefully. In particular, please ensure that:

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Have you visited the google document linked above and verified that all of the partner organization information listed for you is complete and accurate?

- ☐ Yes
- ☐ No

Clinics+Partners_North Country

Please click [here](#) to view a list of all the clinic locations we have on file for you. The link will open in a new tab in your browser. Please review the clinic locations we have on file for you carefully. In particular, please ensure that:

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- 3) Any inactive clinics are removed from the list

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Have you visited the google document linked above and verified that all of the clinic information listed for you is complete and accurate?

- ☐ Yes
- ☐ No

We would like to know all the agencies with whom you partner to deliver WWHP services. Please click [here](#) to view all the partner agencies we have on file for you. The link will open in a new tab in your browser. Please review the partner agencies we have on file for you carefully. In particular, please ensure that:

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- 2) All partner organizations have the correct name and address
- 3) Any inactive partner organizations are removed from the list

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Have you visited the google document linked above and verified that all of the partner organization information listed for you is complete and accurate?

- ☐ Yes
- ☐ No

Clinics+Partners_Pima County

Please click [here](#) to view a list of all the clinic locations we have on file for you. The link will open in a new tab in your browser. Please review the clinic locations we have on file for you carefully. In particular, please ensure that:

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- 2) All clinics have the correct name and address
- 3) Any inactive clinics are removed from the list

Please make the changes directly in the google document. When you are done, please return back to this survey tab in your browser.

Have you visited the google document linked above and verified that all of the clinic information listed for you is complete and accurate?

- ☐ Yes
- ☐ No

We would like to know all the agencies with whom you partner to deliver WWHP services. Please click [here](#) to view all the partner agencies we have on file for you. The link will open in a new tab in your browser. Please review the partner agencies we have on file for you carefully. In particular, please ensure that:

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Have you visited the google document linked above and verified that all of the partner organization information listed for you is complete and accurate?

☐ Yes

☐ No

Clinics+Partners_Pinal County

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- 1) All current active clinics are listed
- 2) All clinics have the correct name and address
- 3) Any inactive clinics are removed from the list

Please make the changes directly in the google document. When you are done, please return back to this survey tab in your browser.

Have you visited the google document linked above and verified that all of the clinic information listed for you is complete and accurate?

☐ Yes

☐ No

We would like to know all the agencies with whom you partner to deliver WWHP services. Please click [here](#) to view all the partner agencies we have on file for you. The link will open in a new tab in your browser. Please review the partner agencies we have on file for you carefully. In particular, please ensure that:

- 1) All current active partner organizations are listed
- 2) All partner organizations have the correct name and address
- 3) Any inactive partner organizations are removed from the list

Please make the changes directly in the google document. please return back to this survey tab in your browser.

Have you visited the google document linked above and verified that all of the partner organization information listed for you is complete and accurate?

- ☐ Yes
- ☐ No

Clinics+Partners_Regional Center Border Health

Please click [here](#) to view a list of all the clinic locations we have on file for you. The link will open in a new tab in your browser. Please review the clinic locations we have on file for you carefully. In particular, please ensure that:

- 1) All current active clinics are listed
- 2) All clinics have the correct name and address
- 3) Any inactive clinics are removed from the list

Please make the changes directly in the google document. When you are done, please return back to this survey tab in your browser.

Have you visited the google document linked above and verified that all of the clinic information listed for you is complete and accurate?

- ☐ Yes
- ☐ No

We would like to know all the agencies with whom you partner to deliver WWHP services. Please click [here](#) to view all the partner agencies we have on file for you. The link will open in a new tab in your browser. Please review the partner agencies we have on file for you carefully. In particular, please ensure that:

- 1) All current active partner organizations are listed
- 2) All partner organizations have the correct name and address
- 3) Any inactive partner organizations are removed from the list

Please make the changes directly in the google document. please return back to this

survey tab in your browser.

Have you visited the google document linked above and verified that all of the partner organization information listed for you is complete and accurate?

- ☐ Yes
- ☐ No

Clinics+Partners_Valleywise

Please click [here](#) to view a list of all the clinic locations we have on file for you. The link will open in a new tab in your browser. Please review the clinic locations we have on file for you carefully. In particular, please ensure that:

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- 2) All clinics have the correct name and address
- 3) Any inactive clinics are removed from the list

Please make the changes directly in the google document. When you are done, please return back to this survey tab in your browser.

Have you visited the google document linked above and verified that all of the clinic information listed for you is complete and accurate?

- ☐ Yes
- ☐ No

We would like to know all the agencies with whom you partner to deliver WWHP services. Please click [here](#) to view all the partner agencies we have on file for you. The link will open in a new tab in your browser. Please review the partner agencies we have on file for you carefully. In particular, please ensure that:

- 1) All current active partner organizations are listed
- 2) All partner organizations have the correct name and address

3) Any inactive partner organizations are removed from the list

Please make the changes directly in the google document. please return back to this survey tab in your browser.

Have you visited the google document linked above and verified that all of the partner organization information listed for you is complete and accurate?

☐ Yes

☐ No

Clinics+Partners_Wesley

Please click [here](#) to view a list of all the clinic locations we have on file for you. The link will open in a new tab in your browser. Please review the clinic locations we have on file for you carefully. In particular, please ensure that:

- 1) All current active clinics are listed
- 2) All clinics have the correct name and address
- 3) Any inactive clinics are removed from the list

Please make the changes directly in the google document. When you are done, please return back to this survey tab in your browser.

Have you visited the google document linked above and verified that all of the clinic information listed for you is complete and accurate?

☐ Yes

☐ No

We would like to know all the agencies with whom you partner to deliver WWHP services. Please click [here](#) to view all the partner agencies we have on file for you. The link will open in a new tab in your browser. Please review the partner agencies we have on file for you carefully. In particular, please ensure that:

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- 2) All partner organizations have the correct name and address
- 3) Any inactive partner organizations are removed from the list

Please make the changes directly in the google document. please return back to this survey tab in your browser.

Have you visited the google document linked above and verified that all of the partner organization information listed for you is complete and accurate?

- ☐ Yes
- ☐ No

Served

Across all your clinic locations, how many women have been served for **Breast Cancer** from *April 1st to June 30th, 2023*? Please do not report year to date numbers (this is not a cumulative report). Report only women served in the quarter. Include women who received at least one NBCCEDP funded (WWHP funds) mammogram, clinical breast exam, or other diagnostic service. Count women receiving multiple breast services only once. For example, a woman receiving both a CBE and mammogram should only be counted once.

How many women have received at least one NBCCEDP-funded **Breast Cancer** service from *April 1st to June 30th, 2023* by the following population(s) of focus:

Please do not report year to date numbers (this is not a cumulative report). Report only women served in the quarter. Include women who received at least one NBCCEDP funded (WWHP funds) mammogram, clinical breast exam, or other diagnostic service. Count women receiving multiple breast services only once. For example, a woman receiving both a CBE and mammogram should only be counted once.

Responses to each field are required. Please enter 0 if no women in a population of focus were served.

Hispanic, All Races:	<input type="text"/>
Black or African American:	<input type="text"/>
Asian:	<input type="text"/>
Native Hawaiian or Other Pacic Islander:	<input type="text"/>
American Indian or Alaskan Native:	<input type="text"/>
White/Middle Eastern/North African:	<input type="text"/>
Unknown:	<input type="text"/>

Across all your clinic locations, how many women have been served for **Cervical Cancer** from *April 1st to June 30th, 2023*? Please do not report year to date numbers (this is not a cumulative report). Report only women served in the quarter. Include women who received at least one NBCCEDP funded (WWHP funds) pap, HPV, or other diagnostic service. Count women receiving multiple cervical services only once. For example, a woman receiving both a pap and HPV should only be counted once.

How many women have received at least one NBCCEDP-funded **Cervical Cancer** service from *April 1st to June 30th, 2023* by the following population(s) of focus:

Please do not report year to date numbers (this is not a cumulative report). Report only women served in the quarter. Include women who received at least one NBCCEDP funded (WWHP funds) pap, HPV, or other diagnostic service. Count women receiving multiple cervical services only once. For example, a woman receiving both a pap and HPV should only be counted once.

Responses to each field are required. Please enter 0 if no women in a population of focus were served.

Hispanic, All Races:	<input type="text"/>
Black or African American:	<input type="text"/>
Asian:	<input type="text"/>
Native Hawaiian or Other Pacic Islander:	<input type="text"/>
American Indian or Alaskan Native:	<input type="text"/>

White/Middle Eastern/North African:

Unknown:

Across all your clinic locations, how many women have been served from *April 1st to June 30th, 2023*? Please do not report year to date numbers (this is not a cumulative report). Report only women served in the quarter. Include women who received at least one NBCCEDP funded (WWHP funds) mammogram, clinical breast exam, pap test, HPV test or other diagnostic service. Count women receiving both breast and cervical services only once. (Note the total served should be less than or equal to the sum of your total served for breast cancer + cervical cancer)

How many women have received at least one NBCCEDP-funded clinical service from *April 1st to June 30th, 2023* by the following population(s) of focus:

Please do not report year to date numbers (this is not a cumulative report). Report only women served in the quarter. Include women who received at least one NBCCEDP funded (WWHP funds) mammogram, clinical breast exam, pap test, HPV test or other diagnostic service. Count women receiving both breast and cervical services only once. (Note the total served should be less than or equal to the sum of your total served for breast cancer + cervical cancer)

Responses to each field are required. Please enter 0 if no women in a population of focus were served.

Hispanic, All Races:

Black or African American:

Asian:

Native Hawaiian or Other Pacic Islander:

American Indian or Alaskan Native:

White/Middle Eastern/North African:

Unknown:

Across all your clinic locations, how many women have been **Navigated only for Breast or Cervical Cancer** services from *April 1st to June 30th, 2023*? Include additional unique women who have ONLY received NBCCEDP-funded patient navigation support through

the screening process AND were not included in the NBCCEDP-funded clinical service delivery estimates above. These are women whose screening or diagnostics was reimbursed through other sources (e.g., state funds, private insurance, Medicaid, Medicare, etc.) while receiving NBCCEDP-funded navigation-only services.

How many women have been **Navigated Only for Breast or Cervical Cancer** service from *April 1st to June 30th, 2023* by the following population(s) of focus:

Responses to each field are required. Please enter 0 if no women in a population of focus were served. **The sum of your answers must be equal to the total number of women Navigated Only for Breast or Cervical Cancer services.**

Hispanic, All Races:

Black or African American:

Asian:

Native Hawaiian or Other Pacific Islander:

American Indian or Alaskan Native:

White/Middle Eastern/North African:

Unknown:

Challenges

Are you likely to meet the Program Year (June 30, 2022 - June 29, 2023) Service Delivery projections identified in your program application?

☐ Yes

☐ No

Please describe the challenges you experienced meeting your service delivery projections.

What solutions do you envision to meet your service delivery projections?

Across all your clinic locations, from *April 1st to June 30th, 2023*, did you experience any service delivery challenges for screening, diagnostic, or patient navigation (e.g., difficulties with enrollment, difficulty identifying providers who will accept Medicare rates your area etc.)?

☐ Yes

☐ No

Please describe the service delivery challenges you experienced.

What solutions do you envision for addressing these service delivery challenges?

B&C Bars

Evidence Based Interventions (EBI's)

We will now ask about your EBIs. We know from the B & C BARS that you implement several EBIs. We are trying to learn whether contractors **are actually evaluating** the EBI's they are implementing. By evaluating we mean that you are formally collecting data on the EBI (e.g., which types of patient reminders are working best) and using the data for quality improvement.

We will briefly describe each EBI below and then ask you a series of follow up questions related to your use of evaluation for that EBI.

Patient Reminder

Patient Reminder System Evidence Based Interventions (EBI's). Patient reminder systems remind patients when they are due for breast or cervical cancer screening. Patient reminders can be letters, postcards, emails, phone calls, or text messages (including automated messages).

Are you **evaluating** your use of **Patient Reminder Systems**?

- ☐ Yes
- ☐ No

Please briefly describe how you are **evaluating** your use of **Patient Reminder Systems** (eg., EHR data, paper tracking, etc.)?

Would you be willing to share how you **evaluate** your use of **Patient Reminder Systems** at a contractor education meeting?

- ☐ Yes
- ☐ No

Prov Reminder

Provider Reminder System Evidence Based Interventions (EBI's). Provider Reminder Systems are in place to inform providers that a patient is due (or overdue) for breast or cervical cancer screening. The reminders can be provided in different ways, such as in patient charts or by e-mail.

Are you **evaluating** your use of **Provider Reminder Systems**?

- ☐ Yes
- ☐ No

Please briefly describe how you are **evaluating** your use of **Provider Reminder Systems** (eg., EHR data, paper tracking, etc.)?

Would you be willing to share how you **evaluate** your use of **Provider Reminder Systems** at a contractor education meeting?

- ☐ Yes
- ☐ No

Provider Assessment+Feedback

Provider Assessment and Feedback Evidence Based Interventions (EBI's). Provider Assessment and Feedback entails having a system in place to both evaluate provider performance in delivering or offering breast and cervical cancer screening to patients (assessment) and present providers with information about their performance in providing breast and cervical cancer screening services (feedback).

Are you evaluating your use of **Provider Assessment and Feedback**?

- ☐ Yes
- ☐ No

Please briefly describe how you are evaluating your use of **Provider Assessment and Feedback** (eg., EHR data, paper tracking, etc.)?

Would you be willing to share how you evaluate your use of **Provider Assessment and Feedback** at a contractor education meeting?

- ☐ Yes
- ☐ No

Reducing Structural Barriers

Reducing Structural Barriers Evidence Based Interventions (EBI's). Reducing Structural Barriers entails assessing structural barriers to breast and cervical cancer screening that are relevant to the clinic patient population and addressing these barriers through one or more interventions. Structural barriers are non-economic burdens or obstacles that make it difficult for people to access cancer screening. Patient navigation or community health workers do not count as "reducing structural barriers."

Are you evaluating how you **Reduce Structural Barriers**?

- ☐ Yes
- ☐ No

Please briefly describe how you are **evaluating** **Reducing Structural Barriers** (eg., EHR data, paper tracking, etc.)?

Would you be willing to share how you **evaluate** **Reducing Structural Barriers** at a contractor education meeting?

- ☐ Yes
- ☐ No

Small Media

Small Media Evidence Based Interventions (EBI's). Small media are materials distributed to clinic patients used to inform and motivate people to be screened for breast and cervical cancer, including videos and printed materials (e.g., letters, brochures, and newsletters).

Are you **evaluating** your use of **Small Media**?

- ☐ Yes
- ☐ No

Please briefly describe how you are **evaluating** your use of **Small Media** (eg., EHR data, paper tracking, etc.)?

Would you be willing to share how you **evaluate** your use of **Small Media** at a contractor education meeting?

- ☐ Yes
- ☐ No

Patient Education

Patient Education Evidence Based Interventions (EBI's). Patient Education consists of activities that are in place to provide group or individual education to clinic patients on indications for, benefits of, and ways to overcome barriers to breast and cervical cancer screening with the goal of informing, encouraging, and motivating participants to seek recommended screening. Patient education may include role modeling or other interactive learning formats.

Are you evaluating your use of **Patient Education**?

- ☐ Yes
- ☐ No

Please briefly describe how you are evaluating your use of **Patient Education** (eg., EHR data, paper tracking, etc.)?

Would you be willing to share how you evaluate your use of **Patient Education** at a contractor education meeting?

- ☐ Yes
- ☐ No

Reducing Out of Pocket Costs

Reducing out of Pocket Costs Evidence Based Interventions (EBI's). Reducing out of pocket costs indicates whether a system is in place to reduce patient out-of-pocket costs to minimize or remove economic barriers that make it difficult for patients to access breast and cervical cancer screening services. Reducing costs may include vouchers or reimbursements for transportation/parking, reduction in co-pays, reimbursing for breast and cervical cancer screening and/or diagnostics, or adjustments in federal or state insurance coverage.

Are you evaluating how you **Reduce out of Pocket Costs**?

- ☐ Yes
- ☐ No

Please briefly describe how you are **evaluating Reducing out of Pocket Costs** (eg., EHR data, paper tracking, etc.)?

Would you be willing to share how you **evaluate Reducing out of Pocket Costs** at a contractor education meeting?

- ☐ Yes
- ☐ No

Professional Development and Provider Education

Professional Development and Provider Education Evidence Based Interventions (EBI's). Professional Development and Provider Education includes activities that are place to provide professional development/provider education to health care providers in this clinic on breast and cervical cancer screening. Activities may include distribution of provider education materials, including screening guidelines and recommendations, and/or continuing medical education (CMEs) opportunities.

Are you **evaluating** your use of **Professional Development and Provider Education**?

- ☐ Yes
- ☐ No

Please briefly describe how you are **evaluating** your use of **Professional Development and Provider Education** (eg., EHR data, paper tracking, etc.)?

Would you be willing to share how you **evaluate** your use of **Professional Development and Provider Education** at a contractor education meeting?

- ☐ Yes
- ☐ No

Community Outreach

Community Outreach, Engagement, and Support Evidence Based Interventions (EBI's). Community Outreach, Engagement, and Support indicates whether community outreach and education activities are in place with the goal of linking women in the community to breast and cervical cancer screening services at this clinic. An example is using community health workers (CHWs) for community outreach. CHWs are lay health educators with a deep understanding of the community and are often members of the community being served. CHWs work in community settings to educate people about cancer screening, promote cancer screening, and provide peer support to people referred to cancer screening.

Are you evaluating your use of **Community Outreach, Engagement, and Support** ?

- ☐ Yes
- ☐ No

Please briefly describe how you are evaluating your use of **Community Outreach, Engagement, and Support** (eg., EHR data, paper tracking, etc.)?

Would you be willing to share how you evaluate your use of **Community Outreach, Engagement, and Support** at a contractor education meeting?

- ☐ Yes
- ☐ No

Patient Navigation

Patient Navigation for Screening, Diagnostics, and Treatment Evidence Based Interventions (EBI's). Patient navigation involves assisting clients in overcoming individual barriers to breast and cervical cancer screening and typically includes assessment of patient barriers; patient education and support; resolution of patient barriers; patient tracking; and follow-up. Patient navigation should involve multiple contacts with a patient. Refer to the CDC Patient Navigation Policy for more guidance.

Are you **evaluating** your use of **Patient Navigation**?

- ☐ Yes
- ☐ No

Please briefly describe how you are **evaluating** your use of **Patient Navigation** (eg., EHR data, paper tracking, etc.)?

Would you be willing to share how you **evaluate** your use of **Patient Navigation** at a contractor education meeting?

- ☐ Yes
- ☐ No

Contacted

Thank you for indicating that you would be willing to share how you evaluate your use of one or more evidence-based interventions (EBI)'s at a contractor education meeting. Ralph Renger (ralph@justevaluation.com) will be following up with you shortly to discuss plans for sharing your insights.

EHR

Which Electronic Health Record (EHR) Platform do you currently utilize (ex. Epic, eClinicalWorks, etc.)?

Success

The CDC would like us to report on any success stories each quarter. These qualitative stories help bring life to the statistics. Do you have any notable accomplishments or success stories from *April 1st to June 30th, 2023* that you can share that helped contribute to program outcomes? Max 1,500 characters



AGENDA ITEM

April 2, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 82

Dept. #: 359

Dept. Name: Public Health

Director: Merissa Mendoza

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Award Agreement No. CTR070160 Amendment No. 2 under the Overdose Data to Action Grant between Arizona Department of Health Services and the Pinal County Public Health Services District through the Pinal County Board of Supervisors beginning September 1, 2024 ending August 31, 2028, for \$80,000 annually. This grant will be used by the department to enhance capacity to address the opioid epidemic through prevention-based strategies, develop and maintain public safety partnerships, increase linkages to care, and increase access to overdose prevention and reversal tools. (Jan Vidimos/Merissa Mendoza)

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

The funds were included in FY24/25 budget development for the Public Health Services District and will have no impact on the General Fund.

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

This grant will be used by the department to enhance capacity to address the opioid epidemic through prevention-based strategies, develop and maintain public safety partnerships, increase linkages to care, and increase access to overdose prevention and reversal tools.

MOTION:

Approve as presented.

History

Time	Who	Approval
3/20/2025 3:13 PM	County Attorney	Yes
3/20/2025 3:16 PM	Grants/Hearings	Yes
3/24/2025 8:31 AM	Budget Office	Yes
3/27/2025 11:24 AM	County Manager	Yes
3/27/2025 11:27 AM	Clerk of the Board	Yes

ATTACHMENTS:**Click to download**

- ☐ [BOS Grant Request](#)
- ☐ [CTR070160 A2 Contract](#)
- ☐ [CTR070160 Original Contract](#)
- ☐ [CTR070160 A1 Contract Amendment](#)



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) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave., Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR070160	IGA Amendment No: 2	Procurement Officer: Nathaniel Thomas

CDC Overdose Data to Action - OD2A-S Pinal County			
It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:			
1. Pursuant to Terms and Conditions, Provision Six (6) Contract Changes, subsection 6.1 Amendments, the Contract is hereby revised with the following:			
1.1. The Scope of Work is revised and replaced.			
1.2. The Price Sheet is revised and replaced.			
1.3. Exhibit One (1) is revised and replaced.			
ALL CHANGES ARE REFLECTED IN RED			
All other provisions of this agreement remain unchanged.			
Pinal County Arizona Public Health Services District			
Contractor Name: PO Box 1348			County Authorized Signature
Address: Florence AZ 85132			Print Name
City	State	Zip	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 _____ 2025.
Print Name			Procurement Officer
Contract No.: CTR070160 , 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			

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">Amendment</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</p> <p>150 N. 18th Ave., Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: CTR070160</p>	<p>IGA Amendment No: 2</p>	<p>Procurement Officer: Nathaniel Thomas</p>

1. BACKGROUND

- 1.1. The Arizona Department of Health Services (ADHS), through the Office of Injury and Violence Prevention (OIVP), administers funding from the Centers for Disease Control and Prevention (CDC) for the Overdose Data to Action (OD2A) Cooperative Agreement. The primary objective of the Overdose Data to Action in States (OD2A-S) initiative is to enhance ADHS's capacity to track and prevent both nonfatal and fatal overdoses while also identifying emerging drug threats.
- 1.2. OD2A-S focuses on implementing surveillance strategies and promoting evidence-based interventions designed to immediately reduce overdose morbidity and mortality. The initiative targets opioids, stimulants, and polysubstance use when these substances are used in combination. Central to OD2A-S is a data-to-action framework that emphasizes the utilization of surveillance and other data to inform prevention efforts and policy decisions, with a strong commitment to addressing health equity and disparities.
- 1.3. ADHS is dedicated to supporting County health departments in the execution of data-driven prevention programs. As part of the OD2A-S priorities, ADHS provides necessary support to participating counties, which shall engage in activities aligned with the following prevention strategies:

Strategy 7: Public Safety Partnerships/Interventions

Strategy 8: Harm Reduction

Strategy 9: Community-Based Linkages to Care (LtC)

- 1.4. The abuse and addiction to opioids represents a significant and complex public health challenge at both national and State levels. Over the past two decades, drug overdose deaths have escalated, becoming the leading cause of injury-related death in the United States. According to CDC data, there were 92,452 overdose deaths reported in 2020, a thirty percent (30%) increase from 71,130 in 2019. Of these deaths, opioids were implicated in 69,031 cases, accounting for seventy-five percent (75%) of all drug overdose fatalities.
- 1.5. Historically, the opioid epidemic was largely driven by prescription medications. Data from Arizona's Controlled Substances Prescription Monitoring Program (CSPMP) indicates that in 2019, there were approximately 4.1 million Class II-IV prescriptions written and over 240 million pills dispensed in the State—equating to around thirty-four (34) controlled substance pills for every Arizona resident. However, recent statistics reveal that Arizona ranks twenty-eighth (28th) in opioid prescribing, with 44.1 prescriptions per 100 people, indicating that prescription practices are no longer the primary cause of overdose deaths.
- 1.6. Currently, the predominant factor in the opioid crisis is the emergence of fentanyl. In 2019, synthetic opioids were responsible for more than 36,000 deaths in the U.S., representing seventy-three percent (73%) of all opioid-related fatalities that year. The majority of these deaths were linked to illicitly manufactured fentanyl, commonly found in counterfeit pills or mixed with other drugs, such as heroin. In Arizona, the presence of fentanyl in overdose cases rose dramatically from nine percent (9%) in 2017 to fifty percent (50%) in 2021.
- 1.7. Beyond the tragic human toll, the financial implications of opioid misuse are substantial. In 2019 alone, there were 56,623 hospital visits in Arizona related to opioid use, with an average cost of \$11,942.00 per visit, resulting in an estimated \$676 million in healthcare costs associated with opioids.

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	Contract No.: CTR070160	IGA Amendment No: 2	

- 1.8. The escalating addiction rates and overdose deaths, driven by both prescription and illicit opioids, underscore a growing national crisis. Overdose fatalities now rank as the leading cause of preventable injury deaths in the United States, necessitating urgent and effective interventions through initiatives like OD2A-S.
- 1.9. Pinal County Public Health Services District (PCPHSD) receives Overdose Data to Action (OD2A) Cooperative Agreement funds to achieve goals that align with Strategies aimed at enhancing surveillance, prevention, and intervention efforts related to overdose deaths. This includes implementing evidence-based practices to reduce opioid and stimulant misuse, improving harm reduction initiatives, fostering community partnerships, and addressing health disparities to ensure equitable access to care and support for affected populations. Through these efforts, PCPHSD seeks to enhance public health outcomes and ultimately decrease the incidence of both fatal and nonfatal overdoses in the community.

2. OBJECTIVE

- 2.1. The objective of this Agreement aims to address the escalating opioid crisis in Arizona by enhancing the capacity of County health departments to implement effective prevention strategies, improve access to overdose prevention tools and treatment options, and strengthen community linkages for individuals with Opioid Use Disorder (OUD). The expected outcomes include reduced opioid misuse, increased retention in care, and improved overall community health and safety.

3. SCOPE OF SERVICE

- 3.1. The purpose of this initiative is to enhance public safety partnerships, harm reduction, and community-based LtC efforts in Pinal County to address the opioid crisis. The PCPHSD shall ensure public safety representation on the Pinal County Overdose Fatality Review (OFR) team and strengthen partnerships with Emergency Medical Services (EMS) and the medical examiner's office to improve responses to opioid overdoses.
- 3.2. PCPHSD shall collaborate with EMS and first responders to create a community resource tool that can be provided to families and friends following an overdose. The County or shall increase naloxone training for local coalitions, worksites, and agencies serving high-risk populations, and implement tracking measures to monitor naloxone usage across the County.
- 3.3. Educational materials on OUD and substance use disorder (SUD) shall be distributed by PCPHSD to community members, emphasizing harm reduction practices. PCPHSD shall also partner with Pinal County re-entry programs to ensure individuals newly released from incarceration receive harm reduction education and access to resources for a seamless transition into treatment.
- 3.4. Through these coordinated efforts, PCPHSD aims to strengthen community response, promote harm reduction, and enhance access to care for individuals affected by substance use disorders.

4. REQUIREMENTS

- 4.1. The County shall designate a point of contact that shall be responsible for maintaining documentation of any PSAs created and placed in the County, regarding opioid misuse prevention.

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- 4.2. 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.
- 4.3. Receive prior approval before developing or releasing any PSAs or new educational materials.
- 4.4. Prepare and submit annual budget(s) and work/ action plan(s).
- 4.5. Prepare and submit quarterly Contractors Expenditures Reports (CERs) and documentation at the end of each quarter.
- 4.6. Submit quarterly reports to ADHS detailing quarterly progress on grant activities.
- 4.7. Plan, schedule and attend onsite/ virtual site visits with ADHS staff, as necessary to meet grant requirements.
- 4.8. Attend and participate in quarterly Contractor meetings with ADHS.

5. FUNDING RESTRICTIONS

Funds cannot be used for the following:

- 5.1. Purchasing tents and sleeping bags is not allowable as this is considered housing supplies.
- 5.2. Promotional items:
 - 5.2.1. Promotional items with logos and website QR codes such as gifts and souvenirs. Items could include water bottles, lip balm, sunscreen, hand sanitizer, tote bag, wrist bands:
 - 5.2.2. Promotional items such as gifts and souvenirs are unallowable. However, advertising costs for the purpose of program outreach and purposes within the scope of the program can be considered allowable.
- 5.3. Cash as compensation for data collection or using cash for LtC outreach and engagement.
- 5.4. Funding for data collection or data analysis through Behavioral Risk Factor Surveillance System (BRFSS) or Youth Risk Behavior Surveillance System (YRBS) surveys.
- 5.5. Funding for neonatal abstinence syndrome (NAS) surveillance, or Hepatitis C/ human immunodeficiency virus (HIV) surveillance.
- 5.6. Funding for wastewater/sewage surveillance.
- 5.7. Drug testing for deaths due to motor vehicle crashes.
- 5.8. Ensuring that PDMPs are easy to access and use by clinicians:
 - 5.8.1. Providing reimbursement/incentives to clinicians.

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5.8.2. Providing direct care, e.g., providing care based off Screening, Brief Intervention, and Referral to Treatment (SBIRT) tool or for substance use disorder (SUD)/OUD.

5.9. Integrate the PDMP with other health systems data:

5.9.1. Spending beyond twenty percent (20%) of prevention budget on PDMP activities for PDMPs that do not meet the statutory standards as defined in 45 CFR Part 170 [as set forth in 21st Century Cures Act] which includes use of open standards, open architecture, and open application programming interfaces and maintaining bidirectional connections.

5.10. Costs associated with general clinician training/educational activities and clinic-associated items/activities:

5.10.1. Providing financial incentives for clinicians to participate in educational sessions and training activities (e.g., participation in academic detailing, attending seminars, completion of post-session surveys).

5.10.2. Purchasing/leasing furniture.

5.10.3. Purchasing naloxone (e.g., Narcan).

5.10.4. Purchasing syringes (excluding syringes for use with intramuscular naloxone).

5.10.5. Implementing drug disposal (drug disposal programs, drug take back programs, drug drop box, drug disposal bags).

5.10.6. Providing direct patient care.

5.10.7. Conducting HIV, hepatitis B/C, and/or sexually transmitted infection (STI) testing.

5.11. Building and implementing health system capacity including but not limited to screening, diagnosing, connecting to, and supporting trauma-informed longitudinal care for OUD and Stimulant Use Disorder (StUD) and support recovery for adults and adolescents:

5.11.1. Fees associated with clinicians obtaining Drug Enforcement Agency (DEA) licensure.

5.11.2. Direct funding or expansion of the provision of clinical substance abuse treatment.

5.12. Developing and maintaining Public Health/Public Safety (PH/PS) partnerships or collaboratives at the State level:

5.12.1. Direct patient care for those experiencing disrupted access to prescription opioids or other substances.

5.12.2. Purchase of machines like TruNarc for the purpose of reducing fentanyl exposure among first responders.

5.12.3. Activities without both a public health and public safety component.

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- 5.13. Efforts to improve the sharing, availability, and/or use of data that are not directly related to drug threats, overdose, and associated drivers and harms.
- 5.14. Implementing evidence-based overdose prevention strategies at the intersection of PH/PS (including LtC and harm reduction):
 - 5.14.1. Purchasing naloxone (e.g., Narcan).
 - 5.14.2. Purchasing syringes (excluding syringes for use with intramuscular naloxone).
- 5.15. Implementing promising overdose prevention strategies at the intersection of PH/PS.
- 5.16. Syringe Service Programs (SSPs):
 - 5.16.1. Establishing a new SSP.
 - 5.16.2. Purchasing syringes (excluding syringes for use with intramuscular naloxone).
 - 5.16.3. Implementing drug disposal (drug disposal programs, drug take back programs, drug drop box, drug disposal bags).
 - 5.16.4. Provision of equipment solely intended for illegal drug use such as:
 - 5.16.4.1. Cookers/spoons.
 - 5.16.4.2. Syringes.
 - 5.16.4.3. Pipes.
 - 5.16.5. Procurement of other equipment solely intended for preparing drugs for illegal drug injection such as:
 - 5.16.5.1. Sterile water.
 - 5.16.5.2. Filters.
 - 5.16.5.3. Tourniquets.
 - 5.16.5.4. Razors.
 - 5.16.5.5. Straws.
 - 5.16.5.6. Plastic cards.
 - 5.16.5.7. Tiny spoons.

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">Amendment</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18th Ave., Suite 530 Phoenix, Arizona 85007</p>
	Contract No.: CTR070160	IGA Amendment No: 2	Procurement Officer: Nathaniel Thomas

5.16.6. Supervised consumption sites (controlled environments that facilitate safer use of illicit drugs by providing medical staff, clean facilities, and education).

5.17. Overdose Education and Naloxone Distribution (OEND):

5.17.1. Distribution of expired naloxone – OD2A funds may not be used to distribute expired naloxone - For guidance on distribution of expired naloxone using non-CDC funds, consult with your health department for guidance.

5.17.2. Purchase of naloxone.

5.18. Initiating LtC activities:

5.18.1. Funding or subsidizing rent for individuals linked to treatment.

5.19. Supporting retention in care:

5.19.1. Purchasing and distributing test strips for testing in biological samples for clinical decision-making purposes.

5.19.2. Providing limited, local housing (e.g., 1-2 days in a hotel) while linking individuals to treatment.

5.19.3. Purchasing/leasing furniture.

5.19.4. Purchasing naloxone (e.g., Narcan).

5.20. Facilitating and Maintaining Recovery.

5.20.1. Infrastructure costs for educational sessions and trainings (e.g., rent, utilities, etc.).

5.21. Cross category activities:

5.21.1. Funding or subsidizing costs associated with programs other than those specifically targeting overdose prevention (unless to support staff salaries for linkage to treatment, harm reduction, and support services).

5.21.2. Implementing drug disposal (drug disposal programs, drug take back programs, drug drop box, drug disposal bags).

5.21.3. Direct patient care (e.g., medical provider salaries, the provision of treatment, treatment incentives).

5.21.4. HIV, hepatitis, and/or STI testing.

6. TASKS

The County shall complete tasks to achieve the following goals under each prevention strategy:

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">Amendment</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</p> <p>150 N. 18th Ave., Suite 530 Phoenix, Arizona 85007</p>
	Contract No.: CTR070160	IGA Amendment No: 2	Procurement Officer: Nathaniel Thomas

- 6.1. Public Safety Partnerships: Developing or maintaining strong public health and public safety partnerships.
 - 6.1.1. Ensure the Pinal County Overdose Fatality Review (OFR) team has a public safety representative on the team.
 - 6.1.2. Strengthen partnerships with the medical examiner and EMS throughout Pinal County.
 - 6.1.3. Collaborate with EMS/First Responders to develop and implement a Pinal County community resource tool to provide to families and/or friends in the event of an overdose.
- 6.2. Harm Reduction: Dissemination of education and communication materials and media to community members.
 - 6.2.1. Increase Naloxone training with local coalitions, worksites, and agencies serving high-risk populations.
 - 6.2.2. Increase tracking of naloxone usage.
- 6.3. Community-Based LtC: LtC that support retention in care
 - 6.3.1. Partner with Pinal County re-entry programs to ensure individuals newly released from incarceration have education on harm reduction tools access and a seamless transfer into treatment.

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 organizations, either face-to-face or virtual.
- 7.4. Schedule meetings and professional development opportunities with Counties to provide additional support for the implementation of grant related activities.
- 7.5. Arizona Opioid Epidemic Webpage and Interactive Data Dashboard:
 - 7.5.1. azhealth.gov/opioid.
- 7.6. Arizona Opioid Assistance and Referral (OAR) Line:
 - 7.6.1. <https://phoenixmed.arizona.edu/oar>.

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">Amendment</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</p> <p>150 N. 18th Ave., Suite 530 Phoenix, Arizona 85007</p>
	Contract No.: CTR070160	IGA Amendment No: 2	Procurement Officer: Nathaniel Thomas

7.7. CDC Drug Overdose Website:

7.7.1. <https://www.cdc.gov/drugoverdose/>.

8. APPROVALS

- 8.1. Prior to publishing or recording any marketing materials including, but not limited to, brochures, posters, PSAs, publications, videos, or journal articles which will be developed and paid using funds awarded under this Agreement, 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.
- 8.2. With prior written approval from the ADHS Program Manager, the County 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 County or should reach out to the ADHS Program Manager before the end of the third (3rd) quarter, so that a timely amendment can be processed by ADHS.
- 8.3. Requests for publication, student thesis or dissertations based on the work funded by this IGA must be approved in writing, in advance, by the ADHS Principal Investigator. The County shall submit the request to the ADHS Principal Investigator at least forty-five (45) days in advance of the 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. DELIVERABLES

The County shall:

- 9.1. 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;
- 9.2. Receive prior approval before developing or releasing any PSAs or new educational materials;
- 9.3. Prepare and submit annual budget(s) and work/ action plan(s).
- 9.4. Prepare and submit quarterly Contractors Expenditures Reports (CERs) and documentation at the end of each quarter.
- 9.5. Submit quarterly reports to ADHS detailing quarterly progress on grant activities.
- 9.6. Plan, schedule and attend onsite/ virtual site visits with ADHS staff, as necessary to meet grant requirements.
- 9.7. Attend and participate in quarterly Contractor meetings with ADHS.
- 9.8. Participate in Statewide media/ marketing efforts.

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">Amendment</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</p> <p>150 N. 18th Ave., Suite 530 Phoenix, Arizona 85007</p> <p>Procurement Officer: Nathaniel Thomas</p>
	Contract No.: CTR070160	IGA Amendment No: 2	

9.9. Attend and participate in ADHS' LtC workgroup.

9.10. Attend and participate in any training, Statewide Contractor's meetings, or professional development provided by ADHS or its contracted vendors, as necessary.

CDC Overdose Data to Action (OD2A) Grant Deliverables Timeline (September 1 - August 31)

DELIVERABLE TITLE	DUE DATE
1st Quarter Survey Completion and CER (September – November)	December 31
2nd Quarter Survey Completion and CER (December – February)	March 31
3rd Quarter Survey Completion and CER (March – May)	June 30
4th Quarter Survey Completion and CER (June – August)	September 30

10. NOTICES, CORRESPONDENCE, AND REPORTS

10.1. Notices, correspondence and reports from the **County** or to ADHS shall be sent to:

Arizona Department of Health Services
Elizabeth Markona
Opioid Program Administrator
150 N 18th Avenue, Suite 310-B
Phoenix, AZ 85007-3242
Email: elizabeth.markona@azdhs.gov

With an email cc: to invoices@azdhs.gov

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

Arizona Department of Health Services
Dominic Orso
OD2A Program Manager
150 N 18th Ave, Suite 310-B
Phoenix, AZ 85007
Email: dominic.orso@azdhs.gov

With an email cc: to invoices@azdhs.gov

10.3. Notices, correspondence, and reports from ADHS to the **County** shall be sent to:

Pinal County Public Health Services District
Attn: Community Health Division Manager
PO Box 2945
Florence, AZ 85132
Phone: 820-866-7317
Email: Jan.Vidimos@pinal.gov

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave., Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR070160	IGA Amendment No: 2	Procurement Officer: Nathaniel Thomas

COST REIMBURSEMENT Revised Annual Price Sheet	
ACCOUNT CLASSIFICATION	LINE-ITEM TOTALS
Personnel Services*	\$53,723.00
Employee Related Expenses*	\$19,795.00
Professional and Outside Services*	\$0.00
Travel	\$0.00
Occupancy	\$0.00
Other Operating*	\$1,000.00
Capital Outlay (Equipment)	\$0.00
*Indirect Rate and Costs (7.35%)	\$5,482.00
TOTAL ANNUAL (NOT TO EXCEED):	\$80,000.00
*Indicated indirect rate calculation **The County is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items with the written approval from an ADHS Program Manager . Transfers exceeding ten percent (10%) or to a non-funded line item shall require an Agreement Amendment.	

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave., Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR070160	IGA Amendment No: 2	Procurement Officer: Nathaniel Thomas

Exhibit One (1) – 2 CFR 200.332

[eCFR eExhibit -§ 200.332](#)

Prime Awardee: Arizona Department of Health Services
UEI# QMWUG1AMYF65

Procurement Checks:

Per § 180.300 the awarding agency must check that each subrecipient is not exclude dor disqualified. These checks can be performed in SAM.Gov.ADHS Procurement does these checks and uploads the results into APP or Euna Solutions (eCivis).

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): **NU17CE010227**

Federal Award Date **11/21/2024**

Sub-recipient/Subaward Period of Performance Start and End Date; **09/01/2023-08/31/2028**

Sub-recipient/Subaward Budget Period Start and End Date: **09/01/2024-08/31/2025**

Amount of Federal Funds Obligated in the subaward: **80,000.00**

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): **574,821.00**

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) **PODA - Overdose Data to Action in States**

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity **Centers for Disease Controland 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: (complete an additional form if more than one federal funding source is being used to pay for the services). **93.136**

	INTERGOVERNMENTAL AGREEMENT (IGA)		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave., Suite 530 Phoenix, Arizona 85007
	Amendment		
	Contract No.: CTR070160	IGA Amendment No: 2	Procurement Officer: Nathaniel Thomas

Identification of whether the award is R&D

No

Indirect cost rate for the Federal award (including the de minimis rate is charged) per § 200.414

10%



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. CTR070160

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

Procurement Officer
Stacy Buske

Project Title: CDC Overdose Data to Action - OD2A-S Pinal County

Begin Date: January 1st, 2024

Geographic Service Area: State of Arizona

Termination Date: December 31st, 2029

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

X

Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.

Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.

School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.

City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.

City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

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

Arizona Transaction (Sales) Privilege:

Federal Employer Identification No.:

Tax License No.:

Contractor Name: **Pinal County Arizona Public Health Services District**
Address: **PO BOX 1348; Florence, AZ 85132**

FOR CLARIFICATION, CONTACT:

Name: _____

Phone: _____

FAX No: _____

E-mail: _____

CONTRACTOR SIGNATURE:

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

Mike Goodman 05/15/2024

Signature of Person Authorized to Sign Date

Mike Goodman, Chairman

Print Name and Title

This Contract shall henceforth be referred to as **Contract No. CTR070160**

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this _____ day of _____, 202_

Denel Pickering
Procurement Officer

Digitally signed by Denel Pickering

Date: 2024.06.06 13:22:23 -07'00'

CONTRACTOR ATTORNEY SIGNATURE:

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

Signature of Person Authorized to Sign Date

Anne Froedge 5-10-2024

Print Name and Title

Anne Froedge, Deputy County Attorney

Contract, No. CTR070160, is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

Elise Phalen
Signature
Assistant Attorney General

Digitally signed by Elise Phalen
DN: cn=Elise Phalen, o=Arizona
Attorney General's Office, ou,
email=elise.phalen@azag.gov,
c=US
Date: 2024.06.03 09:30:02 -07'00'

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR070160	

1. Definition of Terms

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

- 1.1. As used in this Contract, the terms listed below are defined as follows:
- 1.2. "Attachment" means any item in the Contract which requires the Contractor to submit as part of the Offer.
- 1.3. "Contract" means the combination of the Contract documents, including the Terms and Conditions, and the Specifications and Statement of Scope of Work; and any Contract Amendments.
- 1.4. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes to the Contract.
- 1.5. "Contractor" means any person who has a Contract with the State.
- 1.6. "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.
- 1.7. "Days" means calendar days unless otherwise specified.
- 1.8. "Exhibit" means any item labeled as an Exhibit in the Contract 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.
- 1.9. "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.
- 1.10. "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.
- 1.11. "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.
- 1.12. "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.
- 1.13. "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.
- 1.14. "State Fiscal Year" means the period beginning with July 1st and ending June 30th.
- 1.15. "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.
- 1.16. "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.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR070160	

2. Contract Type

2.1. This Contract shall be:

☒ 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. Terms and Conditions.
 - 3.3.2. Statement or Scope of Work.
 - 3.3.3. Specifications.
 - 3.3.4. Attachments.
 - 3.3.5. Exhibits.
 - 3.3.6. Any other documents referenced or included in the Contract including, but not limited to, any documents that do not fall into one (1) 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. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five (5) years. However, if the original Contract period is for less than five (5) years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five (5) years. If the State exercises such rights, all terms, conditions, and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
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- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4. 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 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.
- 4.5. Non-Discrimination. The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law.
- 4.6. 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.
- 4.7. 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.
- 4.8. 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.
- 4.9. 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.
- 4.10. 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. The State may require Contractor to engage in continuous improvements throughout the term of the Contract.
- 4.11. 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 of them.
- 4.12. Ownership of Intellectual Property:
- 4.12.1. Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR070160	TERMS AND CONDITIONS

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

4.12.2. "Government Purpose Rights" are:

- 4.12.2.1. 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.
- 4.12.2.2. The right to release or disclose that work product to third parties for any State government purpose.
- 4.12.2.3. 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.

4.12.3. "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.

4.12.4. 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.

4.12.5. 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:

- 4.12.5.1. Any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product.
- 4.12.5.2. 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.
- 4.12.5.3. 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.
- 4.12.5.4. 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.

4.13. Property of the State. If there are any materials that are not covered by Section 4.12 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.

4.14. Federal Immigration and Nationality Act. Contractor shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, Contractor shall flow down this requirement to all Subcontractors utilized during the

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR070160	TERMS AND CONDITIONS

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.

- 4.15. 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.
- 4.16. 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.
- 4.17. Certifications Required by State Law:
 - 4.17.1. 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.
 - 4.17.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.
- 4.18. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.

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.
- 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 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

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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.

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 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

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- 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 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.
- 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.
- 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 the State's explicit acceptance of the Materials or Services.
- 8.4. Inspection/Testing. The warranties set forth in this Section 8 [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. §

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41-2637. The 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 6.3. [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.
 - 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 7.4 [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.
 - 8.10.3. A request from the State related to this paragraph 8.10 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 8.11 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.

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- 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 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.

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- 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 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.

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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.

10.5.4. 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).

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 a 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.

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

- 17.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.
- 17.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

18. 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.
- 18.3.3. General Accounting Office (GAO) Fraud Reporting Email at 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.

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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.fsrs.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.fsrs.gov/>. The associated Grant Reporting Certification Form and completion instructions will be sent to the subrecipient from ADHS Program(s) responsible for the specific contract. The subrecipient or sub-awardee must return the completed form to ADHS Program(s) by the 15th of the month following that in which the award was received. Failure to complete a required Grant Reporting Certification Form may result in loss of funding.

21. 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 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

23. 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.

24. Americans With Disabilities Act of 1990.

24.1. 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 of the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

24.2. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the Contract Manager for the Contract. Request should be made as early as possible to allow time to arrange the accommodation.

25. 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.

25.1. For the purposes of this Grant, a capital expenditure means expenditures to acquire capital assets, as

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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.

- 25.2. 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.
- 25.3. 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.
- 25.4. 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 (1) Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two (2) or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards but may be used for interim accounting purposes only.
- 25.5. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADHS-approved advance payments.
- 25.6. 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.
- 25.7. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 25.8. 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.
- 25.9. Grantee agrees to remit all unexpended grant funds to the ADHS within thirty (30) days of written request from the ADHS.
- 25.10. 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.
- 25.11. Grantee agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the ADHS.
- 25.12. 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.

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- 25.13. 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.
- 25.14. 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.
- 25.15. 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 (9) months after the entities fiscal year-end at the attached Link: <https://harvester.census.gov/facweb/default.aspx/>.
- 25.16. 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.
- 25.17. Grantee agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
- 25.17.1. **Link:** *System for Award Management* <https://www.sam.gov/portal/public/SAM/>.
- 25.18. 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.
- 25.19. 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.
- 25.20. 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.
- 25.21. 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.

26. Comments Welcome

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 530, 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 Contract.

2. BACKGROUND

- 2.1. ADHS OIVP administers funds provided by the CDC for operation of the Overdose Data to Action (OD2A) Intergovernmental Agreement.
- 2.2. The overarching goal of the Overdose Data to Action in States (OD2A-S) is to enhance ADHS' ability to track and prevent nonfatal and fatal overdoses while also identifying emerging drug threats. OD2A-S emphasizes surveillance strategies and the promotion of evidence-based and evidence-informed

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interventions that have an immediate impact on reducing overdose morbidity and mortality, with a focus on opioids, stimulants, and polysubstance use (if addressed in combination with opioids and stimulants). OD2A-S is underpinned by a data to action framework that reinforces the use of surveillance and other data to inform and drive prevention efforts and policies, with an emphasis on addressing health equity and health disparities. ADHS is committed to supporting County health departments to implement data-driven prevention programs and to that end ADHS has included County support in its OD2A-S priorities. Participating counties will focus on activities related to one or more of the Prevention Strategies: Strategy 7--Public Safety Partnerships/Interventions, Strategy 8--Harm Reduction, and Strategy 9--Community-Based Linkages to Care.

- 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 (28th) for opioid prescribing with forty-four point one (44.1) prescriptions per one-hundred 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.
- 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.
- 2.8. Pinal County has experienced a sharp increase in overdose deaths in recent years. From 2017 to 2022, overdose deaths increased by 54.2%. Pinal County sits firmly within the Drug Enforcement Administration's drug corridor. Further, due to the rural nature of the County, there are often long distances to travel for treatment and emergency medical support.
- 2.9. The Pinal County Public Health Services District is uniquely poised to provide prevention and harm reduction education. In partnership with the Pinal County Medical Examiner's Office and Substance Misuse Prevention Coalitions, Pinal County Public Health has demonstrated the ability to mobilize partners to raise awareness and educate. The goal of the Pinal County OD2A program is to address the opioid epidemic by implementing prevention-based strategies that will lessen the overall impact and burden of opioid misuse within Pinal County. Pinal County Public Health has been working to reduce stigma, improve access to harm-reduction methods, and increase prevention and education since 2019.
- 2.10. Pinal County Public Health will utilize the actionable prevention recommendations identified in the Overdose Fatality Review process to determine appropriate prevention strategies and target populations. Increase Naloxone education and distribution.

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3. OBJECTIVE

With resources awarded through the CDC, Arizona will be well equipped to continue expanding prevention services and strategies to halt, reverse, and diminish the opioid crisis in our state. OD2A-S strategies and priorities 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.
- 3.2. Developing and maintaining public health and public safety partnerships (Strategy 7).
- 3.3. Increasing access to overdose prevention and reversal tools, treatment options, and drug checking equipment through developing and sustaining partnerships and/or creating and disseminating education and communication materials (Strategy 8).
- 3.4. Expanding linkages to care and treatment for Opioid Use Disorder (OUD) that support retention in care (Strategy 9).
- 3.5. Activities using navigators are encouraged under Strategy 8 and Strategy 9. Navigators can include peer navigators, certified peer recovery specialists, peer support specialists, case managers, patient navigators, community health workers, persons with lived experience, Promotoras, Community Health Representatives (CHRs).

4. TASKS

The Contractor shall complete tasks to achieve the following goals under each prevention strategy:

- 4.1 Public Safety Partnerships: Developing or maintaining strong public health and public safety partnerships.
 - 4.1.1 Ensure the Pinal County Overdose Fatality Review (OFR) team has a public safety representative on the team.
 - 4.1.2 Strengthen partnerships with the medical examiner and EMS throughout Pinal County.
 - 4.1.3 Collaborate with Emergency Medical Services (EMS)/First Responders to develop and implement a Pinal County community resource tool to provide to families and/or friends in the event of an overdose.
- 4.2 Harm Reduction: Dissemination of education and communication materials and media to community members.
 - 4.2.1 Increase Naloxone training with local coalitions, worksites, and agencies serving high-risk populations.
 - 4.2.2 Increase tracking of naloxone usage.
- 4.3 Community-Based Linkage to Care: Linkages to care that support retention in care.
 - 4.3.1 Partner with Pinal County re-entry programs to ensure individuals newly released from incarceration have education on harm reduction tools access and a seamless transfer into treatment.

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5. REQUIREMENTS

The County shall 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.
- 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. Plan, schedule and attend onsite/virtual site visit with ADHS staff, as necessary to meet grant requirements.
- 6.7. Attend and participate in quarterly Contractor meetings with ADHS.
- 6.8. Participate in statewide media/marketing efforts.
- 6.9. Attend and participate in ADHS' Linkages to Care workgroup.
- 6.10. Attend and participate in any training, statewide Contractor's meetings, or professional development provided by ADHS or its contracted vendors, as necessary.

CDC Overdose Data to Action (OD2A) Grant Deliverables Timeline (September 1st - August 31st)

DELIVERABLE TITLE	DUE DATE
1 st Quarter Survey Completion and CER (September – November)	December 31 st
2 nd Quarter Survey Completion and CER (December – February)	March 31 st
3 rd Quarter Survey Completion and CER (March – May)	June 30 th
4 th Quarter Survey Completion and CER (June – August)	September 30 th

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.
- 7.4. Schedule meetings and professional development opportunities with Counties to provide additional support for the implementation of grant related activities.

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8. REFERENCE DOCUMENTS

- 8.1. Arizona Opioid Epidemic webpage and Interactive Data Dashboard- <https://azhealth.gov/opioid>
- 8.2. Arizona Opioid Assistance and Referral (OAR) Line- <https://phoenixmed.arizona.edu/oar>
- 8.3. CDC Drug Overdose Website- <https://www.cdc.gov/drugoverdose/>

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 3rd 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.

10. NOTICES, CORRESPONDENCE, REPORTS

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

Arizona Department of Health Services
Elizabeth Markona
Opioid Program Administrator
150 North 18th Avenue, Suite 310-B
Phoenix, AZ 85007
Email: elizabeth.markona@azdhs.gov

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

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

Arizona Department of Health Services
Elizabeth Markona
Opioid Program Administrator
150 North 18th Avenue, Suite 310-B
Phoenix, AZ 85007
Email: elizabeth.markona@azdhs.gov

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

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

Pinal County Public Health Services District
 Attention: Community Health Division Manager
 PO Box 2945
 Florence, AZ 85132
 Phone: 820-866-7317
 Email: Jan.Vidimos@pinal.gov

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PRICE SHEET

COST REIMBURSEMENT

September 1st, 2023 - August 31st, 2024	
ACCOUNT CLASSIFICATION	TOTAL BUDGET
Personnel	\$51,164.00
ERE	\$19,163.00
Professional & Outside Services	\$0.00
Travel	\$0.00
Occupancy	\$0.00
Other Operating	\$2,641.00
Capital Outlay	\$0.00
**Indirect (10%)	\$7,032.00
TOTAL (ANNUAL NOT TO EXCEED)	\$80,000.00

**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.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT ONE (1)
CTR070160	

Exhibit One (1) - 2CFR 200.332

§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

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

Prime Awardee: Arizona Department of Health Services
DUNS # 804745420

Federal Award Identification (Grant Number): NU17CE010227

Subrecipient name (which must match the name associated with its unique entity identifier): Pinal County Public Health Services District

Subrecipient's unique entity identifier (DUNS #):

Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number): NU17CE010227

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; 08/23/2023

Subaward Period of Performance Start and End Date; 09/01/2023-08/31/2028

Subaward Budget Period Start and End Date: 09/01/2023-08/31/2024

Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount): \$80,000.00

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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):

\$2,897,299.00

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

\$80,000.00

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

Overdose Data to Action in States

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
Center 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

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

19.50%

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR070160	EXHIBIT TWO (2)

Exhibit Two (2)

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
 Keisha Thompson, Grants Management Specialist
 Centers for Disease Control and Prevention
 Branch 5 Supporting Chronic Diseases and Injury Prevention
 2960 Brandywine Road
 Atlanta, Georgia 30341
 Email: dwt6@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
 Office of the Inspector General
 ATTN: Mandatory Grant Disclosures, Intake Coordinator
 330 Independence Avenue, SW
 Cohen Building, Room 5527
 Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
 Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))



INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

ARIZONA DEPARTMENT
OF HEALTH SERVICES
OFFICE OF PROCUREMENT

150 N. 18th Ave., Suite 530
Phoenix, Arizona 85007

Contract No.: CTR070160

IGA Amendment No: 1

Procurement Officer:
Stacy Buske

CDC Overdose Data to Action – OD2A-S Pinal County

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

1. Pursuant to Terms and Conditions, Provision Six (6) Contract Changes, subsection 6.1 Amendments, the Contract is hereby revised with the following:

1.1. The Price Sheet is revised and replaced.

1.2. The Contract Term is being amended so that it is consistent with the date that funding was awarded.

From: January 1, 2024 – December 31, 2029

To: September 1, 2023 – August 31, 2028

ALL CHANGES ARE REFLECTED IN RED

All other provisions of this agreement remain unchanged.

Pinal County

Contractor Name:

Address:

City

State

Zip

Mike Goodman
County Authorized Signature

Mike Goodman
Print Name

Chairman 11/20/2024
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

Signature

Date

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

Signed this _____ day of _____ 2024.

Print Name

Jacqueline S.
Ortega-Avila

Digitally signed by Jacqueline S.
Ortega-Avila
Date: 2024.12.06 12:49:16 -07'00'

Procurement Officer

Contract No.: **CTR070160**, 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.

Alice Perepech
Digitally signed by Alice Perepech
DN: cn=Alice Perepech, o=Arizona
Attorney General's Office,
email=Alice.Perepech@azag.gov,
c=US
Date: 2024.12.03 14:13:43 -07'00'

Signature

Date

Assistant Attorney General

Print Name



INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

ARIZONA DEPARTMENT
OF HEALTH SERVICES
OFFICE OF PROCUREMENT

150 N. 18th Ave., Suite 530
Phoenix, Arizona 85007

Contract No.: CTR070160

IGA Amendment No: 1

Procurement Officer:
Stacy Buske

PRICE SHEET

COST REIMBURSEMENT

ACCOUNT CLASSIFICATION	TOTAL BUDGET
Personnel*	\$51,164.00
ERE*	\$19,163.00
Professional & Outside Services	\$0.00
Travel	\$0.00
Occupancy	\$0.00
Other Operating	\$2,640.30
Capital Outlay	\$0.00
*Indirect (10%)	\$7,032.70
TOTAL (ANNUAL NOT TO EXCEED)	\$80,000.00

*Indicated 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.



AGENDA ITEM

April 2, 2025 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:

Pursuant to A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN, that the public will have physical access to the meeting room at 9:15 AM.

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

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

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:

[Click to download](#)

No Attachments Available



AGENDA ITEM

April 2, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Meeting Notice of Posting

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

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

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:

Click to download

☐ [Notice of Posting](#)



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, April 2, 2025 at 9:30 AM** in the Board Hearing Room, 1891 Historic Courthouse, Administrative Complex, located at 135 N. Pinal Street, Florence, Arizona 85132. The public will have physical access to the meeting room at 9:15 AM.

Notice of Possible Recess: The Board may take a Recess around 12:30 PM and the meeting will reconvene around 1:00 PM.

Board Meetings are broadcasted live and the public may access the meeting on the County Website at Pinal.gov under "Meeting Videos."

Board Agendas are available on the County Website at Pinal.gov under "Agendas & Minutes."

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

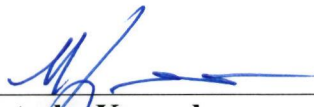
Note: One or more members of the Board may participate in this meeting by telephonic conference call.

I hereby further certify that I caused to be posted this Friday, March 28, 2025, around 5:10 PM the Regular Agenda, Public Health Service 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 Agendas & Meetings located at Pinal.gov
3. Emailed the NOVUS Agenda Distribution List and Clerk of the Board Notification Distribution List

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Official Pinal County, Arizona Seal this 28th day of March, 2025.




Natasha Kennedy
Clerk of the Board of Supervisors
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