

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: JENNIFER STEIGER Date Prepared: Oct 17, 2014  
Point of Contact: JENNIFER STEIGER Phone Number: 520-432-9402  
Department: Health

## PRIMARY GRANT

Primary Grantor: ADHS CFDA: www.CFDA.gov 93.977

Grant Title: SEXUAL TRANSMITTED DISEASE (STD) PROGRAM

Grant Term From: 1/1/14 To: Dec 31, 2019 Total Award Amount: 12,298

New Grant:  Yes  No Grant No.: IGA#: ADHS14-071556

Amendment No.: RENEWAL

Funding No.: 237 If new, Finance will assign a funding number.

Strategic Plan: Health & Wellbeing District: CW Mandated by Law?  Yes  No

Number of Positions Funded: 0 Asset(s) Acquired:

Briefly describe the purpose of the grant.

TO PROVIDE STD TESTING TO COCHISE COUNTY RESIDENTS.

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

TESTING IS MANDATED BY ARIZONA STATE STATUTE, AND ADHS.

PRIMARY FUNDING SOURCE:

Funding Year:  Federal Funds 332.100   
State Funds 336.100   
County Funds 391.000   
Other Funds:   
Total Funds:

Funding Year:  Federal Funds 332.100   
State Funds 336.100   
County Funds 391.000   
Other Funds:   
Total Funds:

Funding Year:  Federal Funds 332.100   
State Funds 336.100   
County Funds 391.000   
Total Revenue:

Has this amount been budgeted?  Yes  No

Method of collecting funds:  Lump Sum  Quarterly  Draw  Reimbursement

Is revertment of unexpended funds required at the end of grant period?  Yes  No

(a) Total A-87 Cost Allocation:  (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure?  Yes  No

If yes, dollar amount or percentage allowed:

Second Grantor:

Grant Term From:  To:

Secondary Award Amount:

Grant No.:

Amendment No.:

Funding Year:  Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Funding Year:  Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Revenue:

Has this amount been budgeted?  Yes  No

Method of collecting funds:  Lump Sum  Quarterly  Draw  Reimbursement

Is reversion of unexpended funds required at the end of grant period?  Yes  No

(a) Total A-87 Cost Allocation:  (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure?  Yes  No

If yes, dollar amount or percentage allowed:

Is County match required?  Yes  No

County Match Source:

County match dollar amount or percentage:

Signature: J. STEIGER

Board Approval: \_\_\_\_\_ Date \_\_\_\_\_

Please e-mail completed form to Finance ldevore@cochise.az.gov.

**NOTE: Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed grant document to the Finance Department**

Executive Summary Form

**Agenda Number: HLT- ADHS 14-071556 Contract (STD SERVICES)**

Recommendation:

Approve ADHS 14-071556, STD Services, Contract, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$12,298.00 for the period of 1/1/14 – 12/31/14.

Background (Brief):

Cochise Health & Social Services has received funds from ADHS for many years to provide screening, laboratory testing, treatment, and follow-up for sexually transmitted diseases (STDs) primarily Gonorrhea, Chlamydia, and Syphilis. ADHS has entered a new contract phase with the Centers for Disease Control (CDC) which will extend through the five year period of 2014-2019 with the focus being building upon the current infrastructure that provides surveillance, epidemiology, disease investigation, prevention, policy and communication.

These grant funds primarily subsidize CH&SS in: surveillance of STDs, assessing gaps in safety net services, monitoring screening rates, monitoring antibiotic-resistant disease, screening and treatment of individuals per CDC guidance, improving mandatory reporting, assurance of partner services/outreach services and linkage to care, and health promotion and prevention education.

This new contract increases the total amount of the award by approximately \$10,098.00 and adjusts various budget lines including adding approximately \$6619.00 to Salaries & ERE which allows us to move at our discretion funds in the grant, up to 10%, into this line. With the current fee structure in place for STD testing and treatment, this program does have some funds available to support salaries and ERE's related to providing this service, and facilitates our ability to draw down the entirety of the grant. This grant does not allow dollars for direct services therefore we will continue charging for these services to underwrite the cost of the provision of said services.

Fiscal Impact & Funding Sources:

Grant	Amount	Salaries + ERE's	Authorized OH	A-87 OH @ 39.54%	<b>Net Co. Subsidy</b>
STD	\$12,298	\$6,619	\$0	\$2,617	<b>\$2,617</b>

Next Steps/Action Items/ Follow-up:

Your approval is respectfully requested.

Impact of Not Approving:

Not approving this Amendment may impede collaboration with ADHS thereby increasing man-hours in mandatory reporting and dissemination of information to our partners. The lack of collaboration with ADHS could cause the inability of the Health Department to collect all of the grant reimbursement for STD prevention services from the ADHS, and could cause increase draw down of General Funds to support continuing services.



# INTERGOVERNMENTAL AGREEMENT(IGA)

Contract No. ADHS14-071556

ARIZONA DEPARTMENT OF HEALTH SERVICES  
1740 West Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 FAX

Project Title: Sexual Transmitted Disease (STD) Program

Begin Date: January 1, 2014

Geographic Service Area: Cochise County

Termination Date: December 31, 2019

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

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

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

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No.: _____ Tax License No.: _____ Contractor Name: <b>COCHISE COUNTY HEALTH &amp; SOCIAL SERVICES</b> Address: 1415 West Melody Ln. Bldg. A, Bisbee, AZ 85603	<p style="text-align: center;"><b>FOR CLARIFICATION, CONTACT:</b></p> Name: <u>Mary Gomez</u> Phone: <u>(928) 432-9609</u> FAX No: <u>(928) 432-9698</u>
<p style="text-align: center;"><b>CONTRACTOR SIGNATURE:</b></p> The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.  Signature of Person Authorized to Sign _____ Date _____  Print Name and Title _____	<p><b>This Contract shall henceforth be referred to as Contract No. <u>ADHS14-071556</u></b> The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.</p> <p><b>State of Arizona</b>          Signed this _____ day of _____, 2014</p>
<p style="text-align: center;"><b>CONTRACTOR ATTORNEY SIGNATURE:</b></p> Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona. <u>Terry Baunon</u> 10-2-14 Signature of Person Authorized to Sign _____ Date _____ <u>Terry Baunon</u> Print Name and Title _____	<p style="text-align: center;"><b>Procurement Officer</b>  <b>RESERVED FOR USE BY THE SECRETARY OF STATE</b></p>
<p><b>Attorney General Contract, No. P0012014000078</b>, which 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.  <b>The Attorney General, BY:</b></p> Signature _____ Date _____ Assistant Attorney General:	<p><b>Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.</b></p>

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT</b>
ADHS14-071556	<b>TERMS AND CONDITIONS</b>

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

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**2. Contract Type.**

This Contract shall be: (check one)

  X   Cost Reimbursement

**3. Contract Interpretation.**

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

**4. Contract Administration and Operation.**

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

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change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5 **Records and Audit.** Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6 **Financial Management.** For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1 ***Federal Funding.*** Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2 ***State Funding.*** Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7 **Inspection and Testing.** The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8 **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9 **Advertising and Promotion of Contract.** The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10 **Property of the State.**
- 4.10.1 ***Equipment.*** Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4.10.2 ***Title and Rights to Materials.*** As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

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

- 4.10.3 *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4 Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5 In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.
- 4.11 E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

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

**5. Costs and Payments.**

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

5.2 Recoupment of Contract Payments.

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

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

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

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

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

5.4 Applicable Taxes.

5.4.1 *State and Local Transaction Privilege Taxes*. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification*. The Contractor and all subcontractors shall pay all federal, state and local

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

5.4.3 I.R.S. W9 Form. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

## 6. **Contract Changes.**

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

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

## 7. **Risk and Liability.**

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses

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(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. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, 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 performance of the Contract or use by the State of materials furnished by 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.

7.4 Force Majeure.

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

7.4.2 Exclusions. Force Majeure shall not include the following occurrences:

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

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

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

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

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

7.5 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 for or toward the fulfillment of this Contract.

8. **Description of Materials.**

The following provisions shall apply to Materials only:

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- 8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.
- 8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:
  - 8.2.1 Of a quality to pass without objection in the Contract description;
  - 8.2.2 Fit for the intended purposes for which the Materials are used;
  - 8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 8.2.4 Adequately contained, packaged and marked as the Contract may require; and
  - 8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
- 8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 8.5 Survival of Rights and Obligations After Contract Expiration and Termination.
  - 8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
  - 8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**9. State's Contractual Remedies.**

- 9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2 Stop Work Order.
  - 9.2.1 *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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9.2.2 Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

## 10. **Contract Termination.**

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

### 10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as

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having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

- 10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.
- 10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.
- 10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.
- 10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

**11. Arbitration.**

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

**12. Communication.**

- 12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.
- 12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

**13. Client Grievances.**

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

**14. Sovereign Immunity.**

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

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**15. Administrative Changes.**

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

**16. Survival of Terms After Termination or Cancellation of Contract.**

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

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

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

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

**18. Comments Welcome.**

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

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**1. Background**

- 1.1 In Arizona, 2012 statistics demonstrate an ongoing Sexually Transmitted Disease (STD) syndemic: the State of Arizona reported 5,856 cases of gonorrhea (GC), 30,571 cases of chlamydia (CT), and 204 cases of primary and secondary syphilis (P&S). Of the reported cases, Cochise County accounted for thirty-seven (37) GC cases, 478 CT cases, zero (0) P&S syphilis cases and zero (0) cases of congenital syphilis.
- 1.2 For CT, health disparities by race are unclear as majority of the reported cases were in the persons of unknown race/ethnicity population of Cochise County (186 cases or 38.91%), followed closely by the Hispanic population (158 cases or 33.05%). For GC (16 cases or 43.24%) the highest number of infections were reported in the Hispanic population of Cochise County. While the largest number of gonorrhea cases occurred among Hispanics and persons of unknown racial/ethnic classification (n=16 and 10, respectively), the highest infection rates were among African Americans and American Indians (79 and 77 per 100,000 population, respectively). In 2012, there were no primary, secondary, or congenital syphilis cases reported for Cochise County. The highest case rates for CT were among African Americans (412 per 100,000 population or 26 cases), Hispanics (363 per 100,000 population or 158 cases), and American Indians (306 per 100,000 or 4 cases). For GC the highest rates were among African Americans (229 per 100,000 population, or 85 cases). The highest case rates for P&S was among the Hispanic population at 5 cases per 100,000 population, followed by Non-Hispanic Whites at 2 cases per 100,000 population. Men who have sex with men represented 9.68% of Cochise County with three (3) cases.
- 1.3 To address this syndemic, Cochise Health and Social Services (CHSS) and Arizona Department of Public Health Services (ADHS) must build upon the current infrastructure that provides surveillance, epidemiology, disease investigation, prevention, policy and communication to expand and identify new interventions that include: screening and treatment, partner services, outreach, community collaborations, linkage to care, and health promotions that address the target populations and geographical areas of high prevalence in Cochise County. The changing health care landscape and information technology advances present opportunities and challenges to improve STD prevention programs. The public health landscape is shifting from direct individual patient care and individual-level interventions to population health.

**2. Objective**

- 2.1. In accordance with the cooperative agreement with the Center for Disease Control and Prevention (CDC) Improving Sexually Transmitted Disease Programs through Assessment, Assurance, Policy Development and Prevention Strategies (STD AAPPs) Grant number CDC-RFA-PS14-1402, to assure the prevention and control of STDs by supporting and improving the capacity of CHSS to:
  - 2.1.1 Reduce the incidence of CT, GC, and syphilis and their respective sequelae;
  - 2.1.2 Improve the integration of STD services into clinical care across the healthcare system;
  - 2.1.3 Increase access to STD services for those populations most at-risk, and
  - 2.1.4 Reduce the threats of antibiotic-resistant GC, other emerging STDs, and congenital syphilis.

**3. Scope of Services**

The CHSS shall:

- 3.1. In addition to the reporting, prevention and control measures stated in the Arizona Revised Statutes, Title 9, Chapter 6, Articles 1 through 11, the CHSS will build upon the current

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infrastructure that provides surveillance, epidemiology, disease investigation, prevention, policy and communication to expand and identify new interventions that include: screening and treatment, partner services, outreach, community collaborations, linkage to care, and health promotions that address the target populations and geographical areas of high prevalence in Cochise County. Contractor shall collaborate with ADHS STDCP Epidemiologists and other community stakeholders to identify and conduct community outreach and activities to educate and screen high risk populations. Patient care and Partner Services will be in accordance with the current CDC STD Treatment Guidelines and STD Program Operations Guide which can be found at <http://www.cdc.gov/std/treatment>, and updates as published in the Morbidity and Mortality Weekly Report (MMWR), available at [www.cdc.gov/std](http://www.cdc.gov/std).

- 3.2. On an as needed basis and as approved by ADHS, hire temporary staff to enter data into the PRISM database immediately upon receipt of new case reports, laboratory reports and case investigation information. The temporary staff shall meet the requirements of a Data Entry Mid-level position and able to enter the data to ADHS' specifications: data enter more than fifty percent (50%) of the time at 9,000 – 15,000 keystrokes per hour.

**4. Tasks and Requirements**

The CHSS shall:

- 4.1 Within thirty (30) days of contract execution and in collaboration with the ADHS STDCP develop a one-year Work Plan for 2014 to meet the required activities as noted in the abovementioned Grant and in accordance with the CDC-approved Work Plan for Arizona. This plan will provide for:
  - 4.1.1 Increased community screening and treatment per CDC guidance (e.g., more sexually active young women ages 15-24 screened for CT and more MSM screened for STDs),
  - 4.1.2 Improved services for STD clients and their partners including linkages to care (e.g., more HIV-syphilis and HIV-GC co-infected clients and HIV infected partners identified and linked to appropriate HIV care),
  - 4.1.3 Reduced re-infection (e.g., in CT, GC, and syphilis, through partner services and appropriate treatment),
  - 4.1.4 Reduce the threats of antibiotic-resistant GC, other emerging STDs, and congenital syphilis, and
  - 4.1.5 An evaluation component for proposed interventions and include proposed Performance Measures.
- 4.2 From 2015 through 2018, submit an annual work plan that continues to build upon the 2014 work plan;
- 4.3 Utilize the comprehensive database, PRISM, for state-mandated STD reporting and complete the following activities to assure accurate data entry, and quality surveillance activities:
  - 4.3.1 Provide timely and accurate entry of all state mandated information on laboratory and Communicable Disease Reports and Laboratory Reports for Chlamydia trachomatis, Neisseria gonorrhoea, Treponema pallidum (syphilis), Haemophilus ducrey (chancroid), and Herpes genitalis into PRISM.
  - 4.3.2 Complete required training for data entry staff, epidemiologists, disease investigators, reporters and their supervisors,

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- 4.3.3 Follow up with reporting physicians to obtain missing data, particularly for fields that require: birthdate, gender of sex partners, pregnancy status, HIV status, treatment given, patient address and provider information.
- 4.3.4 By 12/31/14, assure adherence to CDC Data Security and Confidentiality Guidelines and, using the template included in the guidelines, develop a protocol addressing all aspects of the guidelines and train staff.
- 4.4 Monitor gonorrhea treatment and reduce the threat of antibiotic resistance by:
  - 4.4.1 Provide CDC Treatment Guidelines to physicians that do not treat gonorrhea according to these guidelines, and
  - 4.4.2 Follow up on clients that present repeatedly for gonorrhea infection for education and to determine the reason for apparent re-infection.
- 4.5 Collaborate with the ADHS STDCP in the development of maps displaying areas of high STD morbidity and also areas with high STD/HIV co-morbidity to target prevention efforts;
- 4.6 In collaboration with the ADHS STDCP, design and implement a survey to determine:
  - 4.6.1 Where the uninsured clients, or underinsured, at-risk clients are receiving safety net services,
  - 4.6.2 What their reaction to third (3<sup>rd</sup>) party billing might be and if there were missed opportunities prior to their visit,
  - 4.6.3 Implement the survey by June 30, 2014, and
  - 4.6.4 Report survey results by December 31, 2014.
- 4.7 Conduct priority investigation on all suspected congenital syphilis cases, complete and submit a congenital syphilis case investigation report within thirty (30) calendar days of the date of birth of a baby;
- 4.8 Conduct prompt and efficient case management activities including field investigations, internet-based partner notification, patient interviews and case closure for patients diagnosed with P&S Syphilis per CDC program standards;
- 4.9 Conduct priority investigations and partner service delivery on HIV co-infected individuals and insuring these clients are enrolled in care services;
- 4.10 Collaborate with the ADHS STD Control Program to develop a standardized format and required elements to be included in the Quarterly Activity Report;
- 4.11 Ensure 340B Drug Pricing Program integrity and maintain accurate records documenting compliance with all 340B Program requirements, and

**5. REQUIREMENTS**

The CHSS shall:

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- 5.1 Have Internet Access to the ADHS Portal where PRISM resides;
- 5.2 Not use funds for clinical services; and
- 5.3 Abide by all HIPAA guidelines and CDC's Data Security and Confidentiality Guidelines.

**6. REFERENCE DOCUMENTS**

- 6.1 *Internet Guidelines for Online STD Prevention and Communication* – available at: <http://www.cdc.gov/std/program/>
- 6.2 *Recommendations for Partner Services Programs for HIV Infection, Syphilis, Gonorrhea, and Chlamydia Infection* – available at: <http://www.cdc.gov/std/program/>
- 6.3 *Practical Use of Program Evaluation among STD Programs* – available at: <http://www.cdc.gov/std/program/#fact>.
- 6.4 CDC's STD Performance Measures – available from ADHS STD Control Program
- 6.5 CDC's Data Security and Confidentiality Guidelines: <http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>

**7. STATE PROVIDED ITEMS**

- 7.1 Provide CHSS STDP staff with annual Security and Confidentiality training.
- 7.2 Complete 340B Drug Pricing approval for CHSS covered entity status under the 340B Drug Pricing Program.
- 7.3 Provide CHSS STDP technical support in the use of PRISM including training in data entry, attaching Electronic Laboratory Report, data analysis, mapping and quality assurance in the PRISM data collection system.
- 7.4 Manage and maintain the data system, PRISM. This includes acting as the liaison between the developer and the county, bi-monthly edit checks, regular system updates as provided by the developer, monthly reports to CDC.
- 7.5 Maps displaying areas of high STD morbidity to target prevention efforts. Coordinate and facilitate regularly scheduled meetings with STD Epidemiologists and local stakeholders for program planning.
- 7.6 Provide Epidemiology and technical support in the development, implementation, and evaluation of 2014 STD clinic survey.
- 7.7 Provide Medical and epidemiologic expertise through the CDC Medical Epidemiologist, including physician education and consultation.

**8. REPORTING REQUIREMENTS/DELIVERABLES and SCHEDULE**

- 8.1 Within thirty (30) days of contract execution, contractor shall submit a one-year Work Plan for 2014 to meet the required activities as noted in the abovementioned Grant and in accordance with the CDC-approved Work Plan for Arizona.

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- 8.2 CHSS will submit updated work plans by December 31<sup>st</sup> of each subsequent year throughout the grant cycle (2015 through 2018).
- 8.3 CHSS 's Expenditure Report that includes a summary of all positions, filled or vacant, with the breakdown of associated costs incurred with each position should be submitted monthly or quarterly and shall not exceed the total budget. Reports should be submitted to the ADHS STDCP based on the schedule below.
- 8.4 CHSS shall submit Quarterly Progress Reports developed in accordance with their work plans within thirty (30) business days of the end of each year.

<b>Name of Report</b>	<b>Time Period</b>	<b>Due to ADHS</b>
Annual Work Plan	January 1, 2014 – December 31, 2014	30 Days upon contract signature
Annual Work Plan	January 1 – December 31	January 31 - Subsequent contract years.
Quarterly CER's and Progress Reports	January 1 – March 31	April 30
	April 1 – June 30	July 31
	July 1 – September 30	October 31
	October 1 – December 31	January 31

**9. Notices, Correspondence and Reports**

9.1. Notices, Correspondences and Reports from the CHSS to ADHS shall be sent to:

Arizona Department of Health Services  
 Attn: STD Control Program Manager, Public Health Services  
 Address: 150 North 18th Avenue, Suite 140  
 Phoenix, AZ 85007  
 Phone: (602) 364-3676  
 Fax: (602) 364-3199

9.2. Notices, Correspondence and Payments from the ADHS to the CHSS shall be sent to:

Cochise County Health & Social Services  
 Attn: Mary Gomez, M.N., Director  
 Address: 1415 West Melody Ln. Bldg. A,  
 Bisbee, AZ 85603  
 Phone: (520) 432-9609  
 Fax: (520) 432-9698  
 Email: [mgomez@cochise.az.gov](mailto:mgomez@cochise.az.gov)

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**Cochise Health and Social Services**  
Effective January 1, 2014

<b>COST REIMBURSEMENT LINE ITEMS</b>	<b>BUDGETED AMOUNT</b>
PERSONNEL SERVICES AND EMPLOYEE RELATED EXPENSES	\$6,619.00
PROFESSIONAL & OUTSIDE SERVICES	\$ 0.00
PROFESSIONAL AND OUTSIDE SERVICES: TEMPORARY DATA ENTRY STAFF @ \$13.97 PER HOUR	\$0.00
TRAVEL	\$2,079.00
OCCUPANCY EXPENSES	\$0.00
OTHER OPERATING	\$ 3,600.00
CAPITAL OUTLAY EXPENSES	\$0.00
OTHER	\$0.00
<b>TOTAL</b>	<b>\$ 12,298.00</b>

**NOTE:** With prior approval from the Program Manager, the CHSS 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 item shall require an amendment.