

COB - BOSAIR FORM

09/23/2025 3:55 PM (MST)

Submitted by Justin.Mink@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: SC PO SC2500000557

Award Type: Award

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 10/14/2025

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: Center for Disease Detection, LLC. (Headquarters: San Antonio, TX)
Laboratory Corporation of America Holdings (Headquarters: Burlington, NC)
Sonora Quest Laboratories, LLC (Headquarters: Phoenix, AZ)

Project Title / Description: Laboratory Services for PCHD Clinical Services

Purpose: Award: Supplier Contract No. SC2500000557. This Supplier Contract is for an initial term of one (1) year in the shared annual award amount of \$375,000.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Health.

Procurement Method: Other

Insert additional Procurement Method info, if applicable: Pursuant to Pima County Procurement Code 11.12.060, Emergency and other limited competition procurement, award for Requisition No. RQ2400001476 is recommended to Center for Disease Detection, LLC., Sonora Quest Laboratories, LLC, and Laboratory Corporation of America Holdings, with which County has negotiated acceptable Agreements.

RQID: 2400001476

Attachments: Supplier Agreements

Program Goals/Predicted Outcomes: To provide Pima County Health Department with a means of ordering laboratory testing for various services at competitive rates and assuring access to various in-network laboratory vendors for patients based on insurance coverage.

Public Benefit and Impact: The ability of Pima County Health Department Clinical Services and Epidemiology divisions to offer laboratory testing and resulting as part of their treatment as a safety net provider in Pima County.

TO: COB 9-26-25(1)

Vers: 0

Pgs: 164

Budget Pillar	• Core functions & excellent service
Support of Prosperity Initiative:	4. Increase Health Coverage and Reduce Medical Debt
Provide information that explains how this activity supports the selected Prosperity Initiative	Health Department clinical services contracting for laboratory testing is needed with several laboratory sites in order to provide efficient access to services for our community members, and to eliminate reimbursement denials for lab services from specific contracted insurance claims.
Metrics Available to Measure Performance:	Turnaround times for laboratory resulting to the EHR, timely delivery of supplies, and maintain quality assurance, licensure, and certification.
Retroactive:	NO

Contract / Award Information

Record Number: SC PO SC2500000557

Document Type:	SC
Department Code:	PO
Contract Number:	SC2500000557
Commencement Date:	10/14/2025
Termination Date:	10/13/2026

Total Expense Amount:

\$375,000.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required:	Title X: GHD 00646 and GHD 00656 = 60% Well Woman Health Check: GHD 02045 - 02047 = 10% HIV Prevention: GHD 02024 = 10% Ryan White: GHD 02012 = 5% TB Control & TB DOT: GHD02002-02003 = 5% Health Fund: Unit 2884, 2885, 2886, 2889 can all charge = 10%
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Funding from General Fund?	NO
Contract is fully or partially funded with Federal Funds?	YES
If Yes, is the Contract to a supplier or subrecipient?	Supplier
Enter CFDA#	93.217

and FAIN# FPHPA006520

Associated AmpliFund Grant 82539
Record ID#

Were insurance or indemnity clauses modified?

YES

Vendor is using a Social Security Number?

NO

Department: Health Department

Name: Justin Mink

Telephone: 5207242871

Add Procurement Department Signatures

Yes

Add GMI Department Signatures

Yes

Division Manager/Procurement Officer Signature: Ana Wilber Digitally signed by Ana Wilber
Date: 2025.09.24 07:45:57
+07'00' Date: _____

Procurement Director Signature: Bruce D Collins Digitally signed by Bruce D Collins
Date: 2025.09.24 09:26:46 -07'00' Date: _____

Grants Management Authorized Signer:  Date: 9/24/2025

Department Director Signature: Theresa Cullen, MD, MS Digitally signed by Theresa Cullen, MD, MS
DN: cn=Theresa Cullen, MD, MS, o=Pima
County, ou=Health Department,
email=theresa.cullen@pima.gov, c=US
Date: 2025.09.25 08:58:25 -07'00' Date: _____

Deputy County Administrator Signature:  Date: 9-25-2025

County Administrator Signature:  Date: 9/25/2025

Additional Grant Funding Information for RFO-2400001476

Grant Name	AmpliFund Record #	FAIN #	CFDA #
Well Women Health	66425	NU58DP006341	93.898
HIV Prevention	70305	NU62PS924550	93.940
Ryan White	69943	X0700080	93.917
TB Control	66412		
TB DOT	70289	NU52PS910175-04-02	93.116



Modification to Insurance or Indemnity Clause

Date:

Requestor Name:

Department:

Change to Insurance

Change to Indemnity

Supplier Name:

Contract No:

Project Title/Description:

Requested Change:

Approved

Denied

Risk Management:

A handwritten signature in blue ink, appearing to read "M. June", is written over the "Risk Management:" label.

Comments:

PIMA COUNTY

Pima County Procurement Department
150 W. Congress St. 5th Fl
Tucson AZ 85701

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Supplier:	Contract Name:
CENTER FOR DISEASE DETECTION LLC 11603 Crosswinds Way Suite 100 San Antonio, TX 78233	Laboratory Services for PCHD Clinical Services

Supplier Contact and Payment Terms:	Shipping Method	Delivery Type	FOB
Phone: +1 (210) 5903033 x214 Email: mike@cddmedical.com Terms: Days:	Vendor Method	Standard Ground	FOB Dest, Freight Prepaid
	Currency	NTE Amount	Used Amount
	USD	375,000.00	0.00

Contract/Amendment Description:

This Supplier Contract is for an initial term of one (1) year in the shared annual award amount of \$375,000.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Health.

Attachment: Offer Agreement

Catalog Items:					
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
1	AFB Smear Fungal, microscopy fungal (CDD)	Each	89.80		
2	AFB Smear Fungal, microscopy fungal (LabCorp)	Each	80.00		
3	AFB Smear Fungal, microscopy fungal (SQL)	Each	53.06		
4	AFB Smear Mycobacterial (LabCorp)	Each	150.00		
5	AFB Smear Mycobacterial (SQL)	Each	53.06		
6	AFB Smear Tubercle (LabCorp)	Each	150.00		
7	AFB Smear Tubercle (CDD)	Each	0.00		
8	AFB Smear Tubercle (SQL)	Each	53.06		
9	Arboviral Antibodies, IgG (LabCorp)	Each	148.00		

This Supplier Contract incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this contract. All transactions and conduct are required to conform to these documents.

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
10	Arboviral Antibodies, IgG (SQL)	Each	110.00		
11	Arboviral Antibodies, IgM (LabCorp)	Each	153.00		
12	Arboviral Antibodies, IgM (SQL)	Each	110.00		
13	B Pertussis DFA - Smear (LabCorp)	Each	145.60		
14	B Pertussis DFA - Smear (SQL)	Each	355.30		
15	B12 + Folate panel (CDD)	Each	16.50		
16	B12 + Folate panel (LabCorp)	Each	17.20		
17	B12 + Folate panel (SQL)	Each	127.45		
18	BUN (CDD)	Each	3.30		
19	BUN (LabCorp)	Each	3.40		
20	BUN (SQL)	Each	15.36		
21	CBC with Differential (CDD)	Each	7.00		
22	CBC with Differential (LabCorp)	Each	3.90		
23	CBC with Differential (SQL)	Each	2.61		
24	Chlamydia/ Gonorrhea, Amplified Urine - combo (CDD)	Each	17.50		
25	Chlamydia/ Gonorrhea, Amplified Urine - combo (LabCorp)	Each	43.70		
26	Chlamydia/ Gonorrhea, Amplified Urine - combo (SQL)	Each	103.95		
27	Chlamydia/ Gonorrhea, Amplified; rectal, pharyngeal, or vaginal swab - clinician or self collected (CDD)	Each	17.50		

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28	Chlamydia/ Gonorrhea, Amplified; rectal, pharyngeal, or vaginal swab - clinician or self collected (LabCorp)	Each	43.70		
29	Chlamydia/ Gonorrhea, Amplified; rectal, pharyngeal, or vaginal swab - clinician or self collected (SQL)	Each	103.95		
30	Cocci - immunodiffusion (CDD)	Each	41.60		
31	Cocci - immunodiffusion (LabCorp)	Each	41.60		
32	Cocci - immunodiffusion	Each	132.00		
33	Coccidioides Antibodies Panel (IgG, IgM) (CDD)	Each	99.00		
34	Coccidioides Antibodies Panel (IgG, IgM) (LabCorp)	Each	41.60		
35	Coccidioides Antibodies Panel (IgG, IgM) (SQL)	Each	21.63		
36	Collection of blood by venipuncture (LabCorp)	Each	8.50		
37	Collection of blood by venipuncture (SQL)	Each	12.05		
38	Collection of capillary blood specimen (LabCorp)	Each	8.50		
39	Collection of capillary blood specimen (SQL)	Each	16.50		
40	Colposcopy - Tissue Biopsy Level IV- single sample for single patient per order (CDD)	Each	40.00		
41	Colposcopy - Tissue Biopsy Level IV- single sample for single patient per order (LabCorp)	Each	66.95		
42	Colposcopy - Tissue Biopsy Level IV- single sample for single patient per order (SQL)	Each	101.23		

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Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
43	Colposcopy - Tissue Biopsy Level IV- two to four samples for single patient per order (CDD)	Each	80.00		
44	Colposcopy - Tissue Biopsy Level IV- two to four samples for single patient per order (LabCorp)	Each	66.95		
45	Colposcopy - Tissue Biopsy Level IV- two to four samples for single patient per order (SQL)	Each	101.23		
46	Colposcopy - Tissue Biopsy Level V- single sample for single patient per order (CDD)	Each	50.00		
47	Colposcopy - Tissue Biopsy Level V- single sample for single patient per order (LabCorp)	Each	66.95		
48	Colposcopy - Tissue Biopsy Level V- single sample for single patient per order (SQL)	Each	249.08		
49	Colposcopy - Tissue Biopsy Level V- two to four samples for single patient per order (CDD)	Each	50.00		
50	Colposcopy - Tissue Biopsy Level V- two to four samples for single patient per order (LabCorp)	Each	66.95		
51	Colposcopy - Tissue Biopsy Level V- two to four samples for single patient per order (SQL)	Each	249.08		
52	Creatinine (CDD)	Each	4.40		
53	Creatinine (LabCorp)	Each	3.40		
54	Creatinine	Each	15.35		
55	Culture, Blood (CDD)	Each	22.00		

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56	Culture, Blood (LabCorp)	Each	40.00		
57	Culture, Blood (SQL)	Each	54.05		
58	Culture, Aerobic Bacteria (CDD)	Each	24.20		
59	Culture, Aerobic Bacteria (LabCorp)	Each	12.00		
60	Culture, Aerobic Bacteria (SQL)	Each	48.05		
61	Culture, B Pertussis (CDD)	Each	91.58		
62	Culture, B Pertussis (LabCorp)	Each	25.00		
63	Culture, B Pertussis (SQL)	Each	355.30		
64	Culture, CSF (CDD)	Each	18.70		
65	Culture, CSF (LabCorp)	Each	52.27		
66	Culture, CSF (SQL)	Each	54.05		
67	Culture, Environmental (CDD)	Each	15.40		
68	Culture, Environmental (LabCorp)	Each	25.00		
69	Culture, Environmental (SQL)	Each	36.04		
70	Culture, Herpes with reflex for typing (CDD)	Each	31.90		
71	Culture, Herpes with reflex for typing (LabCorp)	Each	20.80		
72	Culture, Herpes without reflex typing (CDD)	Each	22.00		
73	Culture, Herpes without reflex typing (LabCorp)	Each	20.80		
74	Culture, Legionella (CDD)	Each	23.40		
75	Culture, Legionella (LabCorp)	Each	30.00		
76	Culture, Legionella (SQL)	Each	147.61		
77	Culture, Stool (CDD)	Each	13.75		
78	Culture, Stool (LabCorp)	Each	34.90		

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Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
79	Culture, Stool (SQL)	Each	162.80		
80	Culture, Upper Respiratory (Nasopharyngeal culture with Gram stain) (CDD)	Each	19.00		
81	Culture, Upper Respiratory (Nasopharyngeal culture with Gram stain) (LabCorp)	Each	8.90		
82	Culture, Upper Respiratory (Nasopharyngeal culture with Gram stain) (SQL)	Each	54.05		
83	EBV Antibody panel (CDD)	Each	99.00		
84	EBV Antibody panel (LabCorp)	Each	47.38		
85	EBV Antibody panel (SQL)	Each	155.93		
86	Electrolyte Panel (CDD)	Each	4.40		
87	Electrolyte Panel (LabCorp)	Each	3.65		
88	Electrolyte Panel (SQL)	Each	3.16		
89	Enterovirus, PCR (CDD)	Each	165.40		
90	Enterovirus, PCR (LabCorp)	Each	165.40		
91	Enterovirus, PCR (SQL)	Each	385.00		
92	Gamma Glutamyl Transferase Test (CDD)	Each	5.50		
93	Gamma Glutamyl Transferase Test (LabCorp)	Each	3.40		
94	Gamma Glutamyl Transferase Test (SQL)	Each	15.36		
95	Glucose (CDD)	Each	4.40		
96	Glucose (LabCorp)	Each	3.40		
97	Glucose (SQL)	Each	28.19		
98	Hemoglobin A1c (CDD)	Each	8.80		

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99	Hemoglobin A1c (LabCorp)	Each	4.20		
100	Hemoglobin A1c (SQL)	Each	6.18		
101	Hepatic function Panel (CDD)	Each	5.50		
102	Hepatic function Panel (LabCorp)	Each	4.00		
103	Hepatic function Panel (SQL)	Each	3.21		
104	Hepatic Panel (A, B, C) (CDD)	Each	44.00		
105	Hepatic Panel (A, B, C) (LabCorp)	Each	135.45		
106	Hepatitis A IgM Antibody (CDD)	Each	11.00		
107	Hepatitis A IgM Antibody (LabCorp)	Each	9.90		
108	Hepatitis A IgM Antibody (SQL)	Each	54.05		
109	Hepatitis A Total (CDD)	Each	11.00		
110	Hepatitis A Total (LabCorp)	Each	8.00		
111	Hepatitis A Total (SQL)	Each	65.77		
112	Hepatitis B Surface Antigen (CDD)	Each	11.00		
113	Hepatitis B Surface Antigen (LabCorp)	Each	28.60		
114	Hepatitis B Surface Antigen (SQL)	Each	46.26		
115	Hepatitis C Antibody (CDD)	Each	11.00		
116	Hepatitis C Antibody (LabCorp)	Each	9.27		
117	Hepatitis C Antibody (SQL)	Each	72.07		
118	Hepatitis Panel (A, B, C) (SQL)	Each	226.44		
119	HIV 1/2 combo IgG (CDD)	Each	31.00		

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Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
120	HIV 1/2 combo IgG (LabCorp)	Each	37.85		
121	HIV 1/2 combo IgG (SQL)	Each	76.40		
122	HIV 4th generation assay with EIA (CDD)	Each	12.50		
123	HIV 4th generation assay with EIA (LabCorp)	Each	20.80		
124	HIV 4th generation assay with EIA (SQL)	Each	76.40		
125	HIV Ag/Ab combo (CDD)	Each	12.50		
126	HIV Ag/Ab combo (LabCorp)	Each	20.80		
127	HIV Ag/Ab combo (SQL)	Each	76.40		
128	HIV-1 RNA Quantitative PCR (CDD)	Each	137.50		
129	HIV-1 RNA Quantitative PCR (LabCorp)	Each	109.30		
130	HIV-1 RNA Quantitative PCR (SQL)	Each	308.00		
131	HIV-1 RNA Reflex to Genosure Prime (CDD)	Each	137.50		
132	HIV-1 RNA Reflex to Genosure Prime (LabCorp)	Each	110.25		
133	HIV-1 RNA Reflex to Genosure Prime (SQL)	Each	308.00		
134	HPV with Thin Prep Media (CDD)	Each	45.00		
135	HPV with Thin Prep Media (SQL)	Each	94.71		
136	HPV with Thin Prep Media	Each	46.80		
137	HSV Type 2 IgG, Type Specific Ab (CDD)	Each	15.00		
138	HSV Type 2 IgG, Type Specific Ab (LabCorp)	Each	22.66		
139	HSV Type 2 IgG, Type Specific Ab (SQL)	Each	161.70		
140	Immunohistochemistry (IHC) Stain - Cervical (CDD)	Each	50.00		

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141	Influenza culture (viral with typing) (CDD)	Each	39.60		
142	Influenza culture (viral with typing) (LabCorp)	Each	96.00		
143	Influenza culture (viral with typing) (SQL)	Each	357.50		
144	Influenza(Aor B) PCR (CDD)	Each	220.00		
145	Influenza(Aor B) PCR (LabCorp)	Each	100.80		
146	Influenza(Aor B) PCR (SQL)	Each	355.30		
147	Leep Tissue Biopsy (CDD)	Each	50.00		
148	Legionella culture (CDD)	Each	23.40		
149	Legionella culture (LabCorp)	Each	30.00		
150	Legionella culture (SQL)	Each	147.61		
151	Leptospira culture (SQL)	Each	393.94		
152	Lipid Panel (CDD)	Each	9.90		
153	Lipid Panel (LabCorp)	Each	4.70		
154	Lipid Panel (SQL)	Each	42.74		
155	Listeria culture (CDD)	Each	32.30		
156	Listeria culture (LabCorp)	Each	8.10		
157	Measles Antibody IgG (Rubeola) (LabCorp)	Each	11.50		
158	Measles Antibody IgG (Rubeola) (CDD)	Each	14.30		
159	Measles Antibody IgG (Rubeola) (SQL)	Each	64.78		
160	Measles IgM (CDD)	Each	33.00		
161	Measles IgM (LabCorp)	Each	45.00		
162	Measles IgM (SQL)	Each	104.50		
163	Metabolic Panel, Comprehensive (CDD)	Each	8.80		
164	Metabolic Panel, Comprehensive (LabCorp)	Each	4.70		

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165	Metabolic Panel, Comprehensive (SQL)	Each	3.37		
166	MMR Titer 1 (CDD)	Each	33.55		
167	MMR Titer 1 (LabCorp)	Each	29.70		
168	MMR Titer 1 (SQL)	Each	189.52		
169	Mumps IgM (CDD)	Each	27.50		
170	Mumps IgM (LabCorp)	Each	33.30		
171	Mumps IgM (SQL)	Each	94.71		
172	Mumps Virus Antibody IgG (CDD)	Each	11.00		
173	Mumps Virus Antibody IgG (LabCorp)	Each	10.40		
174	Mumps Virus Antibody IgG (SQL)	Each	84.32		
175	NAAT (from culture or directly from sputum specimen) (CDD)	Each	108.97		
176	NAAT (from culture or directly from sputum specimen) (LabCorp)	Each	40.10		
177	Norovirus, PCR (CDD)	Each	187.20		
178	Norovirus, PCR (LabCorp)	Each	189.00		
179	Norovirus, PCR (SQL)	Each	355.30		
180	Ova & Parasite, Stool (LabCorp)	Each	13.80		
181	Ova & Parasite, Stool (SQL)	Each	95.17		
182	Ova & Parasite, Stool (CDD)	Each	19.80		
183	Pap with reflex HPV (oncogenic type) DNA for ASCUS results on pap (CDD)	Each	17.50		
184	Pap with reflex HPV (oncogenic type) DNA for ASCUS results on pap (LabCorp)	Each	33.30		

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185	Pap with reflex HPV (oncogenic type) DNA for ASCUS results on pap (SQL)	Each	135.14		
186	Pap with Roche Cobas HPV Test - High Risk HPV with 16/18 Genotype (CDD)	Each	62.50		
187	Pap with Roche Cobas HPV Test - High Risk HPV with 16/18 Genotype (LabCorp)	Each	147.70		
188	Pap with Roche Cobas HPV Test - High Risk HPV with 16/18 Genotype (SQL)	Each	104.50		
189	Pap, Conventional (LabCorp)	Each	22.00		
190	Pap, Conventional (SQL)	Each	40.43		
191	Pap, Liquid based (LabCorp)	Each	26.00		
192	Pap, Liquid based (CDD)	Each	17.50		
193	Pap, Liquid based (SQL)	Each	40.43		
194	QuantiFERON - TB Gold Test (QTF-G) (CDD)	Each	104.50		
195	QuantiFERON - TB Gold Test (QTF-G) (LabCorp)	Each	50.00		
196	QuantiFERON - TB Gold Test (QTF-G) (SQL)	Each	70.94		
197	RPR (LabCorp)	Each	4.20		
198	RPR (SQL)	Each	15.64		
199	RPR (CDD)	Each	7.50		
200	RPR titer and reflex TP-PA (SQL)	Each	15.64		
201	RPR titer and reflex TP-PA (CDD)	Each	7.50		
202	RPR titer and reflex TP-PA (LabCorp)	Each	4.20		
203	RSV - immunoassay (CDD)	Each	26.00		

This Supplier Contract incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this contract. All transactions and conduct are required to conform to these documents.

PIMA COUNTY

Pima County Procurement Department
150 W. Congress St. 5th Fl
Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2500000557
Contract Start Date	10-14-2025
Contract End Date	10-13-2026
Payment Type	Warrant/Check
Buyer	Justin Mink
Phone Number	
Email	

Page

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
204	RSV - immunoassay (LabCorp)	Each	26.00		
205	RSV - immunoassay (SQL)	Each	357.50		
206	Rubella IgG, IgM (CDD)	Each	11.00		
207	Rubella IgG, IgM (LabCorp)	Each	21.90		
208	Rubella IgG, IgM (SQL)	Each	240.36		
209	Salmonella typing (CDD)	Each	18.70		
210	Salmonella typing (LabCorp)	Each	11.50		
211	Salmonella typing (SQL)	Each	32.27		
212	Sensitivities to first line agents (INH, streptomycin, rifampin, ethambutol minimally) (CDD)	Each	130.00		
213	Sensitivities to first line agents (INH, streptomycin, rifampin, ethambutol minimally) (LabCorp)	Each	130.00		
214	Syphilis (CDD)	Each	10.00		
215	Syphilis (LabCorp)	Each	11.50		
216	Syphilis (SQL)	Each	33.00		
217	Thyroid Stimulating Hormone (TSH) (CDD)	Each	7.15		
218	Thyroid Stimulating Hormone (TSH) (LabCorp)	Each	6.30		
219	Thyroid Stimulating Hormone (TSH) (SQL)	Each	34.65		
220	TP-PA (CDD)	Each	7.50		
221	TP-PA (LabCorp)	Each	11.50		
222	TP-PA (SQL)	Each	118.80		
223	Urine for AFB (LabCorp)	Each	80.00		
224	Urine for AFB (SQL)	Each	53.06		
225	Varicella Zoster IgG (CDD)	Each	19.80		

This Supplier Contract incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this contract. All transactions and conduct are required to conform to these documents.

PIMA COUNTY

Pima County Procurement Department
 150 W. Congress St. 5th Fl
 Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2500000557
Contract Start Date	10-14-2025
Contract End Date	10-13-2026
Payment Type	Warrant/Check
Buyer	Justin Mink
Phone Number	
Email	

Page

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
226	Varicella Zoster IgG (LabCorp)	Each	12.50		
227	Varicella Zoster IgG (SQL)	Each	61.27		
228	Varicella Zoster IgM (CDD)	Each	33.00		
229	Varicella Zoster IgM (LabCorp)	Each	18.80		
230	Varicella Zoster IgM (SQL)	Each	114.40		
231	Viral cultures (i.e. Rubella- Throat or naso pharyngeal culture) (CDD)	Each	78.00		
232	Viral cultures (i.e. Rubella- Throat or naso pharyngeal culture) (LabCorp)	Each	83.20		
233	Viral cultures (i.e. Rubella- Throat or naso pharyngeal culture) (SQL)	Each	54.05		
234	West Nile Virus - PCR (CDD)	Each	78.60		
235	West Nile Virus - PCR (LabCorp)	Each	248.00		
236	West Nile Virus - PCR (SQL)	Each	357.50		

This Supplier Contract incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this contract. All transactions and conduct are required to conform to these documents.

OFFER AGREEMENT

1. PURPOSE

This contract establishes a system-generated form Supplier Contract ("SC") for Contractors to provide Pima County ("County") with Laboratory Services for Pima County Health Department Clinical Services on an "as required basis" by issue of Delivery Order ("DO").

The established SC will be issued to all Contractors awarded on this contract. County will order Good/Services from the Contractor on the contract offering best value to County. Should that Contractor be unable to provide the Good/Service at the time requested, County will then order the Good/Service from another Contractor available on the contract.

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The SC will document the commencement date of the contract and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised SC document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS

The Contractor certifies that it is competent, willing, and responsible for performing the services or providing the products in accordance with the requirements of this contract.

Contractor will check appropriate response below and provide requested documents. Failure to check appropriate response and provide copies of requested documents may cause the offer to be rejected and deemed non-responsive:

1	<p>Contractor possesses and will maintain during the life of the contract a Clinical Laboratory Improvement Amendments ("CLIA") Level Certification commensurate with the level of testing being performed (High Complexity).</p> <p>Please attach one (1) copy of your CLIA High Level Complexity Certificate of Accreditation. Certificate will show:</p> <ul style="list-style-type: none">• CLIA Certificate of Accreditation Number• Effective date• Expiration date• Contractor's Lab name and address• Issuing agency	<input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No
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4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

4.1. Supplies and Equipment

4.1.1. Provide laboratory testing supplies free of charge, including requisition slips or access to electronic means for ordering supplies for any lab specimen collection. Contractor shall provide to each Clinical Site listed all equipment and/or supplies necessary for the collection and preparation of specimens, including mailing packages or supplies needed for delivery of specimens from the Clinical Site to the Contractor. The contractor(s) will provide these materials within ten (10) days of award.

4.1.2. Supplies and equipment will be replenished by Contractor as necessary to ensure each clinical site inventory is not depleted and specimen collection tasks are not interrupted.

4.1.3. Outdated/expired supplies will be returned to Laboratory/Supplier and replaced.

4.1.4. Contractor will provide instructions for storing supplies to designated PCHD personnel as required at all Clinical Site locations.

4.2. Shipping/Collection

4.2.1. Contractor will perform training to designated PCHD personnel, as necessary, under the appropriate programs regarding collection methods and proper handling of specimens.

4.2.2. Contractor shall either collect specimens or provide for shipment from each Clinical Site per a mutually agreed upon schedule.

4.2.3. The cost of shipping should be included in the unit price for each lab.

4.2.4. Contractor will provide STAT collection, upon request by PCHD, within two (2) hours of request.

4.3. Analysis, Turn-Around Time, and Reporting

- 4.3.1.Expected turnaround time for routine lab results will be five (5) calendar days.
- 4.3.2."STAT" labs will be within one (1) business day except for on a Friday, where the result must be reported to the PCHD clinic by the end of the day.
- 4.3.3.If expected results do not arrive within the specified period, Contractor will provide results upon telephoned request.
- 4.3.4.Lab results will be formatted in a matter that integrates into MEDSIS, eClinicalWorks and EPIC.
- 4.3.5.MEDSIS is a statewide system hosted and supported by the Arizona Department of Health Services for providers and institutions responsible for reporting communicable diseases and for local health departments to conduct disease surveillance. More information about MEDSIS is available at [the AZDHS website linked here](#).
- 4.3.6.eClinicalWorks is an ambulatory clinical information system, including Electronic Health Record ("EHR") and integrated practice management.
- 4.3.7.EPIC is an EHR and integrated practice management platform.

4.4. Quality Assurance Activities

- 4.4.1.Contractor will maintain quality assurance as prescribed by the United States Food and Drug Administration ("FDA") Clinical Laboratory Improvement Amendments.
- 4.4.2.Contractor will ensure that the Laboratory Pathologist reviews and signs all abnormal pathology results. Examples of which are cytology/histology, paps, and biopsies.

4.5. Other Services/Specifications

- 4.5.1.Laboratory personnel, which includes but is not limited to technicians, technologists, supervisors, and Laboratory Director, must be licensed by the state in which the tests are performed or maintain certification by a national certifying registry as approved by the Federal Government. The Contractor agrees to provide the name, address, and qualifications of Laboratory Director and/or Medical Director.
- 4.5.2.Laboratory personnel must have technical expertise in testing procedures being completed. For example, Medical Technologist (Clinical Laboratory Scientist) for Moderate and High Complexity testing or a degree in the laboratory specialty.
- 4.5.3.Contractor will provide a dedicated administrator and alternate to communicate with Clinical Sites, orally and in writing.

4.6. Health Insurance Portability and Accountability Act (HIPAA)

- 4.6.1.Compliance is required with HIPAA and any other applicable Federal rules and regulations.
- 4.6.2.The parties acknowledge that County's Health Department is a "covered entity" as defined in 45 CFR 160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will be required to comply with the provisions of HIPAA with respect to safeguarding the privacy and confidentiality of protected health information. Contractor acknowledges that it may obtain confidential personal health information of patients of County in the course of Contractor's performance under the terms of this Agreement. "Confidential personal health information" includes information that could be used to identify a patient, information pertaining to the patient's care, treatment or experience in County's program, and information pertaining to the cost of, payment for, or collections activities related to the patient's care, treatment and experience in County's program. Contractor agrees to maintain the privacy and confidentiality of information it may obtain in the course of its performance under this Agreement. Contractor agrees that:
 - 4.6.2.1. Any confidential personal health information that Contractor may obtain shall remain the sole property of County; and
 - 4.6.2.2. Contractor shall establish and maintain procedures and controls that are acceptable to County to assure that no confidential personal health information contained in its records or obtained from County or from others in carrying out its functions under this Agreement shall be used by or disclosed by Contractor, its agents, officers, employees or subcontractors, except as required in the performance of its obligations under the terms of this Agreement; and
 - 4.6.2.3. Contractor shall not remove any confidential personal health information from County premises; and
 - 4.6.2.4. Any other information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of its duties under this Agreement, or to County.

4.7. Business Process Flow for Products/Services

4.7.1. Contractor must be able to receive delivery orders by email or fax.

4.7.2. If expected results do not arrive within the specified period, Supplier will provide results upon telephoned request.

4.7.3. County is not responsible financially for Contractor error in blood draws, running tests, or reporting, etc.

4.8. Grant Conditions

As applicable, at no additional cost to County, Contractor agrees to comply with all requirements included in the attached Exhibit A: Health Resources & Services Administration Standard Terms (7 pages) and Exhibit B: Grant Conditions (13 pages).

5. SUSTAINABILITY

In accordance with Board of Supervisors Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** any of the following that your business incorporates:

- ☒ Waste prevention/reduction or material recycling/reuse.
- ☒ Alternative energy/fuels (such as solar/wind energy; biodiesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration.
- ☒ Environmentally preferable materials (such as recycled materials; locally produced/manufactured products).
- ☒ Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules).
- ☒ Other practices which coincide with County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County).

6. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offers and execute this contract by issuing an SC (recurring requirements) to be effective on the document's date of issue without further action by either party. The SC will include the term of the contract.

Pursuant to the executed SC, County departments requiring the goods or services described herein will issue a DO to the Contractor. County will furnish the DO to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

Contractor must not supply materials or services that are not specified on the SC and are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract amendment that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to County's Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

7. ACCEPTANCE OF GOODS & SERVICES

The County Department designated on the issued order DO will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

8. COMPENSATION & PAYMENT

The SC will establish the contractual unit pricing and Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract, and neither the NTE Amount nor unit pricing can be altered without amendment. For this contract, the NTE Amount is shared between each Contractor awarded. The sum total of County payments to all Contractors cannot exceed the established NTE Amount, regardless of the independent

total of each Contractor. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

8.1. Unit Prices (Net 30-day Payment Terms)

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this contract, which includes the Offer Agreement and the Standard Terms and Conditions. County will make no payments for items not in the contract and Contractor will not invoice them.

Contractor will complete all pricing for services found in Exhibit C: Unit Prices. Exhibit C will be submitted by Offeror alongside submission of Offer Agreement.

Quantities in this solicitation are estimates only. County may increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the contract. County is not responsible for Contractor inventory or order commitment.

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully include State and City sales tax, County will pay such taxes as are **DIRECTLY** applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

8.2. Price Warranty and Trade-In Allowance

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-In property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

8.3. Price Escalation

All unit prices shall consider/provide for current economic and market conditions and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request ("PER") per term.** The PER must be submitted not later than 90 days prior to the contract renewal date and must clearly demonstrate justification for the increase in price, such as continued and significant changes in economic and/or market conditions justifying any requested price escalation. The PER must reference/cite any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. County will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the PER is in the County's best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

8.4. Living Wage

All pricing will conform to Pima County's Living Wage Ordinance 2002-1 if applicable, including required annual adjustments of the wage.

8.5. Additional Items and/or Services

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for County must include the supplier's/manufacture's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to County i.e. Manufacturer's List Price – (List price x Discount %) =

Discounted Unit Price. The resulting Unit Prices must be of similar discount off List Prices for those items specifically included above. Item Unit Prices above will govern in case of conflict with the Master Price List.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously listed unit pricing.

8.6. Standard Payment Term

Net 30, effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

8.7. Optional Early Payment Discount Term

Pima County Administrative Procedure No. 22-35 Section 2.2.4 describes County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO to County's Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount: N/A % if payment tendered within N/A Days as indicated above.

8.8. Invoicing

Contractor will submit Request(s) for Payment or Invoices to the location and entity identified by County's DO document.

All Invoice documents will reference County's DO number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, **AND** unit of measure included in County's order document for **ALL** Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

9. SUPPLIER RECORD MAINTENANCE

9.1. Pima County Supplier Record

Contractor must establish and maintain a complete Pima County Supplier record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through vendors@pima.gov.

9.2. BidNet Vendor Record

Contractor must establish and maintain an active BidNet Vendor record. The record must be registered with a valid and monitored email address for Contractor. Use of BidNet by Contractor may be governed by terms and conditions as determined by BidNet, and County is not a party to any agreement formed by Contractor's use of the BidNet platform.

10. DELIVERY

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Standard Terms and Conditions and to the location(s) on the DO document.

	Pima County Health Department Program	Clinical Site	Address/ Pick up Location	Collection Schedule
1	PCHD Clinics	North	3550 N. 1st Ave	1x Daily
		East	6920 E. Broadway	1x Daily
		T. Lee	1493 W. Commerce Ct.	1x Daily
2	Tuberculosis Clinic	TB	2980 E Ajo Way	3x weekly (Monday, Wednesday, Friday)
3	Well Woman Health Check	T. Lee	1493 W. Commerce Ct.	2x weekly (Tuesday & Thursday)
4	Epidemiology	Abrams	2980 E. Ajo Way	PRN/ STAT

Contractor guarantees delivery of product or service in less than five (5) calendar days after receipt of specimen. For "STAT" labs, turnaround must occur within one (1) business day, except for on a Friday, when the result must be reported to the requesting Pima County Clinic by the end of the day. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

11. TAXES, FEES, EXPENSES

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

12. OTHER DOCUMENTS

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. RFQ-2400001476 including the RFQ, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

13. INSURANCE

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

13.1. Minimum Scope and Limits of Insurance

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the

performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

13.1.1. Commercial General Liability (CGL)

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

13.1.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

13.1.3. Workers' Compensation (WC) and Employers' Liability

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

13.1.4. Medical and Professional Liability (E&O) Insurance

This insurance is required when the Medical and Professional Liability or any other coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

In the event that the Medical and Professional Liability insurance required by this contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under section 13.2.1.

13.1.5. Network Security (Cyber)/Privacy Insurance

Coverage shall have minimum limits not less than \$2,000,000 Each Claim with a \$2,000,000 Annual Aggregate. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss. In the event that the Network Security and Privacy Liability insurance required by this contract is written on a claims-made basis, Contractor must warrant that either continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section, or an extended discovery period will be exercised for a period of two (2) years beginning at the time of work under this contract is completed.

13.2. Additional Insurance Requirements

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

13.2.1. Claims-Made Insurance Coverage

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

13.2.2. Additional Insured Endorsement

The General Liability, Business Automobile, Medical and Professional Liability (E&O) Insurance, Network Security & Privacy Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

13.2.3. Subrogation Endorsement

The General Liability, Business Automobile Liability, Workers' Compensation and Medical and Professional Liability (E&O) Insurance, and Network Security(Cyber)/Privacy Insurance Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

13.2.4. Primary Insurance Endorsement

Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

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

13.2.6. Subcontractors

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

13.3. Notice of Cancellation

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

13.4. Verification of Coverage

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

- County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate;
- A notation of policy deductibles or SIRs relating to the specific policy; and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

13.4.1. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

13.4.2. All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

13.5. Approval and Modifications

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or

County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

14. PERFORMANCE BOND

Not applicable to this contract.

15. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date

16. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Not applicable to this contract.

Remainder of page left intentionally blank.

17. BID/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME: Center for Disease Detection, LLC.

BUSINESS ALSO KNOWN AS: CDD

MAILING ADDRESS: 11603 Crosswinds Way, Suite 100

CITY/STATE/ZIP: San Antonio, TX 78233

REMIT TO ADDRESS: P.O. Box 8112

CITY/STATE/ZIP: Burlington, Nc 27216

CONTACT PERSON NAME/TITLE: Michael Kossman / Specialty Development Executive

PHONE: 210-951-1482

FAX: 210-590-3121

CONTACT PERSON EMAIL ADDRESS: mike.kossman@cddmedical.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: mike.kossman@cddmedical.com

CORPORATE HEADQUARTERS ADDRESS: 11603 Crosswinds Way, Suite 100, San Antonio, TX 78233

WEBSITE: www.cddmedical.com

By signing and submitting the Offer Agreement, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements not 'responsive' and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of an SC document issued by County's Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

SIGNATURE: Bryan Vaughn

DATE: 12/26/2024

Bryan Vaughn - Senior Vice President

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: 210-951-1482 mike.kossman@cddmedical.com

County Attorney Contract Approval "As to Form".

PIMA COUNTY STANDARD TERMS AND CONDITIONS

1. WARRANTY

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

2. PACKING

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

3. DELIVERY

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County. Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery. Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

4. SPECIFICATION CHANGES

County may make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

5. INSPECTION

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

6. ACCEPTANCE OF MATERIALS AND SERVICES

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor furnishes items that do not conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the SC or PO and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of God or of the government. If County cancels an SC, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. FRAUD AND COLLUSION

Contractor certifies that no officer or employee of County or of any subdivision thereof has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Offeror in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

9. COOPERATIVE USE OF RESULTING CONTRACT

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the SC, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with any cooperative agreement with another public agency. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements – Authorized Agencies.

10. INTELLECTUAL PROPERTY INDEMNITY

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract and any SC, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

11. INDEMNIFICATION

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any SC, PO or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

12. UNFAIR COMPETITION AND OTHER LAWS

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

13. COMPLIANCE WITH LAWS

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors ("ROC"), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the interpretation and construction of this contract, and the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

14. ASSIGNMENT

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

15. CANCELLATION FOR CONFLICT OF INTEREST

This contract is subject to cancellation pursuant to A.R.S. §§ 38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

16. NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

17. NON-APPROPRIATION OF FUNDS

County may cancel this contract if for any reason County's Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

18. PUBLIC RECORDS

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

19. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as described above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

20. AMERICANS WITH DISABILITIES ACT

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

21. NON-EXCLUSIVE AGREEMENT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

22. TERMINATION

County may terminate any contract and any SC, PO, DO or issued NORFA, in whole or in part, at any time for any reason or no reason, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination, and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted by County before the effective date of the termination.

23. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: SC or PO; DO; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an SC, PO, or DO, if applicable; any other solicitation documents.

24. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Contractor and Contractor officer's, agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under County's Merit System. Contractor is responsible for paying all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

25. BOOK AND RECORDS

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

26. COUNTERPARTS

The parties may execute the SC or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the SC and PO, the signed offer of Contractor and the system-generated SC or other agreement document signed by County are each an original and together constitute a binding SC, if all other requirements for execution are present.

27. AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into the SC or PO. If any court or administrative agency determines that County does not have authority to enter into the SC or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the SC or PO.

28. FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the contract and any SC, PO, or DO to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

29. SUBCONTRACTORS

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

30. SEVERABILITY

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

31. LEGAL ARIZONA WORKERS ACT COMPLIANCE

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §§ 41-4401 and 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

32. CONTROL OF DATA PROVIDED BY COUNTY

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

33. ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

34. FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

35. HEAT INJURY AND ILLNESS PREVENTION AND SAFETY PLAN.

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

36. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS



December 27, 2024

Justin Mink
Procurement Officer
Pima County Procurement Department
150 West Congress Street
5th Floor
Tucson, AZ 85701

Dear Mr. Mink:

Center for Disease Detection (CDD) requests the following exceptions to the noted documents be accepted. If there are reasons Pima County Health Department (PCHD) feels strongly that these exceptions cannot be granted, we would suggest that the legal departments from both PCHD and CDD negotiate each exception and come to a final determination.

Request for Offer (RFO)

Section 4.2.4 – STAT Collection – Center for Disease Detection (CDD) will not be able to provide the STAT collection if requested by Pima County Health Department (PCHD).

Section 4.3.2 – STAT Results – CDD will not be able to provide the STAT results if requested by PCHD.

Section 8.2 – Price Warranty and Trade-In Allowance – CDD is of the opinion that this section is not applicable to medical testing laboratory services.

Section 8.5 – Additional Items and/or Services – CDD is of the opinion that this section is not applicable to medical testing laboratory services.

Section 13.2.2 – Additional Insured Endorsement – CDD's policies do not provide additional insured for Medical and Professional Liability (E&O) Insurance or Network Security (Cyber) Privacy Insurance. Also, CDD only provides endorsements for additional insureds on a blanket basis.

Section 13.2.3 – Subrogation Endorsement – CDD requests that this section be deleted for the reasons stated in 13.2.2.

Section 13.2.4 – Primary Insurance Endorsement – CDD requests that this section be deleted for the reasons stated in 13.2.2.

Section 13.4 – Verification of Coverage – CDD requests that this section be revised for reasons stated regarding blanket endorsements and subrogation.



Exhibit A – Pima County Standard Terms and Conditions

Section 11 – Indemnification – CDD requests the following red-line edits.

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all **third party** suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in **direct** connection with performance of the contract and any SC, PO or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

Section 18 – Public Records – CDD is requesting that all pricing provided is kept confidential.

Section 19 – Custom Tooling, Documentation and Transitional Support - CDD is of the opinion that this section is not applicable to medical testing laboratory services.

Exhibit A – Standard Terms

CDD is of the opinion that this exhibit is not applicable to medical testing laboratory services. HRSA only applies to the grantee (PCHD).

Exhibit B – Grant Conditions

CDD is of the opinion that this exhibit is not applicable to medical testing laboratory services. HRSA only applies to the grantee (PCHD).

Respectfully submitted,



Michael Kossman
Specialty Development Executive



Exhibit C: Unit Prices					
Item#	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	CPT-4	Estimated Annual Usage for 2025	UNIT PRICE \$	EXTENDED AMOUNT \$
	COMPANY NAME: Center for Disease Detection				
	Diagnostic Tests				
1	BUN	84520	5	\$3.30	\$16.50
2	CBC with Differential	85025	200	\$7.00	\$1,400.00
3	Creatinine	82565	2	\$4.40	\$8.80
4	Coccidioides Antibodies Panel (IgG, IgM)	86635	12	\$99.00	\$1,188.00
5	Electrolyte Panel	80051	2	\$4.40	\$8.80
6	Glucose	82947	1	\$4.40	\$4.40
7	QuantIFERON - TB Gold Test (QTF-G)	182873	5	\$104.50	\$522.50
8	Hepatic Panel (A, B, C)	80074	5	\$44.00	\$220.00
9	Hepatic function Panel	80076	5	\$5.50	\$27.50
10	Lipid Panel	80061	5	\$9.90	\$49.50
11	Metabolic Panel, Comprehensive	80053	275	\$8.80	\$2,420.00
12	MMR Titer 1	86762	1	\$33.55	\$33.55
13	Gamma Glutamyl Transferase Test	82977	2	\$5.50	\$11.00
14	Thyroid Stimulating Hormone (TSH)	84443	5	\$7.15	\$35.75
15	Hemoglobin A1c	81506	125	\$8.80	\$1,100.00
	Epidemiological Tests				
16	Culture, Aerobic Bacteria	87070	5	\$24.20	\$121.00
17	Culture, B Pertussis	87070	5	\$91.58	\$457.90
18	B Pertussis DFA - Smear	86173	5	\$0.00	\$0.00
19	Culture, Blood	87040	5	\$22.00	\$110.00
20	Culture, CSF	87070, 87205	5	\$18.70	\$93.50
21	Culture, Environmental	87070	5	\$15.40	\$77.00
22	Culture, Legionella	87081	5	\$23.40	\$117.00
23	Culture, Stool	87045	5	\$13.75	\$68.75
24	Salmonella typing	87147	5	\$18.70	\$93.50
25	Norovirus, PCR	87798	5	\$187.20	\$936.00
26	Enterovirus, PCR	87498	5	\$165.40	\$827.00
27	Ova & Parasite, Stool	87177, 87209	5	\$19.80	\$99.00
28	Culture, Upper Respiratory (Nasopharyngeal culture with Gram stain)	87070	5	\$19.00	\$95.00
29	Hepatitis A IgM Antibody	86709	5	\$11.00	\$55.00
30	Hepatitis A Total	86708	5	\$11.00	\$55.00
31	Measles Antibody IgG (Rubeola)	86765	5	\$14.30	\$71.50
32	Measles IgM	86765 (R)	5	\$33.00	\$165.00
33	Mumps IgM	86735	5	\$27.50	\$137.50
34	Mumps Virus Antibody IgG	86735 (R)	5	\$11.00	\$55.00

IFB 135584 EXHIBIT A - UNIT PRICES (Net 30 day Payment Terms)

35	Rubella IgG, IgM	86762	5	\$11.00	\$55.00
36	Varicella Zoster IgG	86787	5	\$19.80	\$99.00
37	Varicella Zoster IgM	86787 (R)	5	\$33.00	\$165.00
38	Viral cultures (i.e. Rubella- Throat or naso pharyngeal culture)	87252	5	\$78.00	\$390.00
39	West Nile Virus - PCR	87798	5	\$78.60	\$393.00
40	Arboviral Antibodies, IgM	86651, 86652, 86653, 86654	5	N/A	\$0.00
41	Arboviral Antibodies, IgG	86651, 86652, 86653, 86654	5	N/A	\$0.00
42	Influenza(A or B) PCR	87502	5	\$220.00	\$1,100.00
43	Influenza culture (viral with typing)	87400	5	\$39.60	\$198.00
44	RSV - immunoassay	87807	5	\$26.00	\$130.00
45	Legionella culture	87070	5	\$23.40	\$117.00
46	Leptospira culture	87070	5	N/A	\$0.00
47	Listeria culture	87070	5	\$32.30	\$161.50
48	Cocci - immunodiffusion	86635	18	\$41.60	\$748.80
	Pap/ Cytology				
49	Colposcopy - Tissue Biopsy Level IV- single sample for single patient per order	not coded	85	\$40.00	\$3,400.00
50	Colposcopy - Tissue Biopsy Level IV- two to four samples for single patient per order	not coded	40	\$80.00	\$3,200.00
51	Colposcopy - Tissue Biopsy Level V- single sample for single patient per order	not coded	1	\$50.00	\$50.00
52	Colposcopy - Tissue Biopsy Level V- two to four samples for single patient per order	not coded	1	\$50.00	\$50.00
53	Pap, Conventional	88164	1	N/A	\$0.00
54	Pap, Liquid based	88142	1065	\$17.50	\$18,637.50
55	Pap with reflex HPV (oncogenic type) DNA for ASCUS results on pap	87621	150	\$17.50	\$2,625.00
56	Pap with Roche Cobas HPV Test - High Risk HPV with 16/18 Genotype	not coded	1	\$62.50	\$62.50
57	HPV with Thin Prep Media	507800	650	\$45.00	\$29,250.00
58	Immunohistochemistry (IHC) Stain - Cervical	88342	30	\$50.00	\$1,500.00
59	Leep Tissue Biopsy	88307	1	\$50.00	\$50.00
	Tuberculosis (Mycobacteria)				
60	AFB Smear Fungal, microscopy fungal	87206	230	\$89.80	\$20,654.00
61	AFB Smear Tubercle	87116	1	Included	\$0.00
62	AFB Smear Mycobacterial	87118	1	N/A	\$0.00
63	NAAT (from culture or directly from sputum specimen)	87149	230	\$108.97	\$25,063.10
64	Sensitivities to first line agents (INH, streptomycin, rifampin, ethambutol minimally)	87190	1	\$130.00	\$130.00
65	Urine for AFB	87116	1	N/A	\$0.00
	Sexually Transmitted Infection Tests				
66	Chlamydia/ Gonorrhea, Amplified; rectal, pharyngeal, or vaginal swab - clinician or self collected	87491/87591	2300	\$17.50	\$40,250.00
67	Chlamydia/ Gonorrhea, Amplified Urine - combo	87591/87491	7700	\$17.50	\$134,750.00
68	Culture, Herpes without reflex typing	87255	120	\$22.00	\$2,640.00

IFB 135584 EXHIBIT A - UNIT PRICES (Net 30 day Payment Terms)

69	Culture, Herpes with reflex for typing	87255	130	\$31.90	\$4,147.00
70	Hepatitis B Surface Antigen	87340	1	\$11.00	\$11.00
71	Hepatitis C Antibody	86803	1	\$11.00	\$11.00
72	HIV 1/2 combo IgG	86695/ 86696	3450	\$31.00	\$106,950.00
73	HSV Type 2 IgG, Type Specific Ab	86696	1	\$15.00	\$15.00
74	HIV Ag/Ab combo	86703	1	\$12.50	\$12.50
75	HIV 4th generation assay with EIA	87389	1755	\$12.50	\$21,937.50
76	RPR	86593	1100	\$7.50	\$8,250.00
77	RPR titer and reflex TP-PA	86592	5	\$7.50	\$37.50
78	TP-PA	86780	2610	\$7.50	\$19,575.00
79	Syphilis	82345	875	\$10.00	\$8,750.00
	Other				
80	Collection of blood by venipuncture	36415	5	N/A	\$0.00
81	Collection of capillary blood specimen	36416	5	N/A	\$0.00
82	HIV-1 RNA Quantitative PCR	87900	30	\$137.50	\$4,125.00
83	HIV-1 RNA Reflex to Genosure Prime	87901	30	\$137.50	\$4,125.00
84	B12 + Folate panel	82607, 82746	10	\$16.50	\$165.00
85	EBV Antibody panel	86663, 86664, 86665	10	\$99.00	\$990.00
	FOB Destination/Unloaded; Cost of freight should be included in unit price. Although taxes will be paid IF applicable do NOT include sales tax in unit price.			TOTAL BID	\$474,496.85
End of Exhibit C					



December 27, 2024

Justin Mink
Procurement Officer
Pima County Procurement Department
150 West Congress Street
5th Floor
Tucson, AZ 85701

Dear Mr. Mink:

I am sending this letter to explain a few exceptions to our pricing as submitted on Exhibit C: Unit Prices.

Line 8: Hepatic Panel (A, B, C) – This is a Hepatitis Panel which will include Hepatitis A IgM Antibody, Hepatitis B Core IgM Antibody, Hepatitis B Surface Antigen and Hepatitis C Antibody. If the Hepatitis C Antibody is positive the HCV RNA, Quantitative PCR test will automatically be performed at an additional cost of \$137.50.

Line 18: B. Pertussis DFA Smear – This is not an orderable test. This test will be performed in conjunction with the Culture, B. Pertussis (Line 17) test when warranted. The cost of this test is included in the culture. There will not be a separate charge for this test.

Line 40: Arboviral Antibodies, IgM – We do not offer this test.

Line 41: Arboviral Antibodies IgG – We do not offer this test.

Line 46: Leptospira Culture – We do not offer this test.

Line 52: Colposcopy-Tissue Biopsy Level V - two to four samples for single patient order – We do not have special pricing set up for this test like we do for the Level IV specimens. We will charge \$50.00 for each Level V tissue specimen received for the same patient.

Line 53: Pap, Conventional – We no longer offer the Conventional Pap Smear. All Cytology is now performed with the liquid-based Thin Prep Pap test.

Line 55: Pap with reflex HPV (oncogenic type) DNA for ASCUS results on Pap – Since we will only be performing the HPV test if the Pap result comes back as ASCUS it is impossible to submit an accurate price. We will charge the \$17.50 for each Pap test performed. If the result is ASCUS, an additional \$45.00 will be charged for the HPV.

Line 61: AFB Smear Tubercle - This is not an orderable test. This test will be performed in conjunction with the AFB Smear Fungal, microscopy fungal (Line 60) test when warranted. The cost of this test is included in the fungal smear. There will not be a separate charge for this test.

Line 62: AFB Mycobacterial – We do not offer this test.

Line 65: Urine for AFB – We do not offer this test.

Line 72: HIV 1 / 2 combo IgG – Based on the CPT codes provided, this test is actually HSV IgG and not HIV IgG.

Line 75: HIV 4th generation assay with EIA. If the HIV test is positive the HCV HIV 1 / 2 Supplemental assay test will automatically be performed at an additional cost of \$50.00.

Line 80: Collection of blood by venipuncture – We will not be providing phlebotomy services.

Line 81: Collection of capillary blood specimen – We will not be providing phlebotomy services.

Line 83: HIV-1 RNA Reflex to GenoSure Prime - If the HIV-1 RNA, Quantitative PCR test within a certain range the HIV-1 GenoSure PRIme test will automatically be performed at an additional cost of \$665.50.

If you have any questions regarding the above information, do not hesitate to contact me.

Respectfully submitted,



Michael Kossman
Specialty Development Executive

**CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF ACCREDITATION**

LABORATORY NAME AND ADDRESS
CENTER FOR DISEASE DETECTION LLC
11603 CROSSWINDS WAY STE 100
SAN ANTONIO, TX 78233

CLIA ID NUMBER
45D0660475

EFFECTIVE DATE

05/20/2023

EXPIRATION DATE

05/19/2025

LABORATORY DIRECTOR

DEAN S SKELLEY Ph.D.

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Monique Spruill
Monique Spruill, Director
Division of Clinical Laboratory Improvement & Quality
Quality & Safety Oversight Group
Center for Clinical Standards and Quality

258 Certs2_042523

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>	<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
BACTERIOLOGY (110)	05/20/1999		
MYCOLOGY (120)	04/12/2012		
PARASITOLOGY (130)	04/12/2012		
VIROLOGY (140)	09/21/2007		
SYPHILIS SEROLOGY (210)	02/04/2003		
GENERAL IMMUNOLOGY (220)	12/21/1999		
ENDOCRINOLOGY (330)	12/09/2011		
HEMATOLOGY (400)	03/31/2006		
ABO & RH GROUP (510)	04/10/2006		
HISTOPATHOLOGY (610)	11/29/2005		
CYTOLOGY (630)	08/16/2005		



FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.

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Reviewer](#)[Frequently Asked
Questions](#)

Standard Terms

1. **You must comply with all terms and conditions outlined in the grant award. This includes the [Department of Health and Human Services \(HHS\) Grants Policy Statement \(GPS\)](#) (PDF - 1 MB).**

You must comply with HHS grants administration regulations, program statutes and regulations, and any applicable appropriation act requirements or limitations.

The terms and conditions of this award include the provisions and requirements from the applicable notice of funding opportunity or other funding solicitation.

2. **You must use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA-supported publications and forums describing projects or programs funded in whole or in part with HRSA funding.**

This [project/publication/program/website, etc.] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX with XX percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS, or the U.S. Government. For more information, please visit [HRSA.gov](#).

Review [How to Acknowledge HRSA Funding](#).

3. **You are subject to the Medicare and Medicaid anti-kickback statute ([42 U.S.C. § 1320a-7b\(b\)](#)) (PDF). There's a risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. § 1320-7b(b) Illegal remunerations.**

This states, in part, that:

Whoever knowingly and willfully solicits or receives any remuneration (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind

—
shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.

- A. in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part under a federal health care program, or
- B. in return for purchasing, leasing, ordering, or arranging for or recommending purchasing, leasing, or ordering any good, facility, service, or item for which payment may be made in whole or in part under a federal health care program,

4. For items that require prior approval from the awarding office (as indicated in 45 CFR part 75 [Note: § 75.308(d)]):

HRSA has not waived cost-related or administrative prior approvals unless specifically stated in the Notice of Award. You must submit these as a Prior Approval action via HRSA Electronic Handbooks (EHBs).

HRSA only considers responses to prior approval requests signed by the Grants Management Officer to be valid.

If you take action based on responses from other officials, you do so at your own risk. HRSA will not consider such responses binding.

HRSA requires you to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when, under an award where the federal share of the project exceeds the simplified acquisition threshold and the cumulative transfers among direct cost budget categories for the current budget period exceed 25% of the total approved budget (inclusive of direct and indirect costs and federal funds and required matching or cost sharing) for that budget period.

5. HRSA will make payments under this award through the HHS Payment Management System (PMS).

The PMS is a tool to help you draw down funds and file the Federal Financial Report (FFR). The [Division of Payment Management](#), Financial Management Services, Program Support Center, manages the PMS. They will forward instructions for obtaining payments.

Submit direct inquiries about payments:

ONE-DHHS Help Desk for PMS Support at 1-877-614-5533

or PPMSSupport@psc.hhs.gov.

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (i.e. prime contractors and prime grants recipients) must use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements.

Prime contract awardees must report against sub-contracts awarded. Prime grant awardees will report against sub-grants awarded.

The sub-award information you enter in FSRS will display on USASpending.gov associated with the prime award. This furthers federal spending transparency.

6. The HHS Office of the Inspector General (HHS OIG) maintains a hotline for receiving information concerning fraud, waste, or abuse in HRSA programs, including grants and cooperative agreements.

HHS OIG keeps the reports confidential. Callers may choose to remain anonymous.

To submit a complaint:

1. Visit [Tips at HHS Office of Inspector General](#)
2. Call 1-800-HHS-TIPS (1-800-447-8477) or TTY at 1-800-377-4950
3. Send a fax to 1-800-223-8164
4. Send via mail:
U.S. Department of Health and Human Services
Office of Inspector General
Attention: OIG HOTLINE OPERATIONS
P.O. Box 23489
Washington, DC 20026

7. Recipients, other than for-profit organizations, required to have audits in accordance with 45 CFR part 75, Subpart F (See § 75.501) must submit the audit reports to the [Federal Audit Clearinghouse](#).

Commercial organizations required to have audits are to submit the audit reports directly to HRSA at SARFollowUp@hrsa.gov.

8. This award is subject to the requirements of [Section 1557 of the Patient Protection and Affordable Care Act](#).

You must ensure that your programs are accessible to people with limited English proficiency. HHS provides guidance to recipients of federal financial assistance on meeting their legal obligation to take reasonable steps to provide meaningful access to their programs by people with limited English proficiency.

- [Fact Sheet on Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient \(LEP\) Persons](#)
- [Limited English Proficiency \(LEP.gov\)](#)
- [The National Culturally and Linguistically Appropriate Services \(CLAS\) Standards](#)

9. This award is subject to the requirements of [§ 106\(g\) of the Trafficking Victims Protection Act of 2000, as amended \(22 U.S.C. § 7104\)](#).

10. The Consolidated Appropriations Act, 2022, § 202, (P.L 117-103), enacted March 15, 2022, restricts the amount of direct salary that may be paid to an individual under a HRSA grant or cooperative agreement to a rate no greater than Executive Level II of the Federal Executive Pay Scale.

Effective January 2022, the Executive Level II salary level is \$203,700. This amount reflects an individual's base salary exclusive of fringe benefits.

An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may earn outside the applicant organization duties.

You may not use HRSA funds to pay a salary in excess of this rate. This salary limitation also applies to subrecipients under a HRSA grant or cooperative agreement.

The salary limitation does not apply to payments made to consultants under this award; although, as with all costs, those payments must meet the test of reasonableness and be consistent with the recipient's institutional policy.

Note: an individual's base salary, per se, is not constrained by the statutory provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements.

For individuals whose salary rates are in excess of Executive Level II, the non-federal entity may pay the excess from non-federal funds.

11. To serve people most in need and to comply with federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin, or religion.

The [HHS Office of Civil Rights \(OCR\)](#) provides guidance on complying with civil rights laws that prohibit discrimination on these bases. HHS also provides specific guidance for recipients on meeting legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive federal financial assistance (42 U.S.C. § 2000d, and implementing regulations at 45 CFR part 80).

In some instances, failure to provide [language assistance services](#) may have the effect of discriminating against people based on their national origin.

12. Your information in the [System for Award Management \(SAM\)](#) must be accurate/current at all times, especially when you have an active award or an application or plan under consideration by HRSA. This does not apply if you are exempt from this requirement under 2 CFR § 25.110.

You must review and update the information at least once a year after the initial registration to remain active, and more frequently if required by changes in the information.

This requirement flows down to subrecipients and contractors under awards or subawards.

13. HRSA established a [Federal Financial Assistance Conflict of Interest Policy \(COI Policy\)](#) pursuant to 45 CFR § 75.112.

If you receive federal assistance from HRSA, you must comply with the HRSA written policy on conflict of interest.

If you conduct activities supported by grant funding through subrecipients (including subawards under 45 CFR § 75.351), you must take reasonable steps to ensure that these organizations or individuals also comply with this conflict of interest policy. They must notify you directly of any actual or perceived conflicts of interest.

HRSA strongly advises you to familiarize yourself with the COI policy, which contains specific prohibitions of awardee and subawardee conflicts of interest.

14. 45 CFR § 75.113 Mandatory disclosures.

Applicants and non-federal entities must disclose all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Subrecipients must disclose all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

HRSA's Mailing Address:

Department of Health and Human Services
Health Resources and Services Administration
Office of Federal Assistance Management
Division of Grants Management Operations
5600 Fishers Lane, Mailstop 10SWH-03
Rockville, MD 20879

HHS OIG's Mailing Address:

U.S. Department of Health and Human Services
Office of 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)
Email: MandatoryGranteeDisclosures@oig.hhs.gov

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

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

Non-federal entities that have received a federal award must report certain civil, criminal, or administrative proceedings as set forth in 45 CFR part 75 Appendix XII

to www.SAM.gov. Recipient integrity and performance matters.

If the total federal share of the award is more than \$500,000 over the period of performance, Appendix XII to 45 CFR part 75 is applicable to this award.

- You must do this in a timely manner.
- You must do this in writing to the HHS awarding agency.
- You must submit a copy to the HHS Office of Inspector General (OIG).
- You must do this in writing to the prime recipient (pass through entity).

15. Prohibition on certain telecommunications and video surveillance services or equipment.

As described in 2 CFR § 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115- 232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - Telecommunications or video surveillance services provided by such entities or using such equipment.
 - Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

16. You must administer your project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with

civil rights laws enforced by HHS. See information for [Providers of Health Care](#) and Social Services and the [HHS Nondiscrimination Notice](#).

- You must take reasonable steps to ensure your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see the [Fact Sheet on Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient \(LEP\) Persons](#) and [lep.gov](#).
- For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see [Discrimination on the Basis of Disability](#).
- HHS funded health and education programs must be administered in an environment free of sexual harassment. See [Discrimination on the Basis of Sex](#).
- For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see [Conscience Protections for Health Care Providers](#) and [Religious Freedom](#).

17. **Certificate of Confidentiality:** Institutions and investigators are responsible for determining whether research they conduct is subject to Section 301(d) of the Public Health Service (PHS) Act. Section 301(d), as amended by Section 2012 of the 21st Century Cures Act, P.L. 114-255 (42 U.S.C. 241(d)), states that the Secretary shall issue Certificates of Confidentiality (Certificates) to persons engaged in biomedical, behavioral, clinical, or other research activities in which identifiable, sensitive information is collected. In furtherance of this provision, HRSA-supported research commenced or ongoing after December 13, 2016 in which identifiable, sensitive information is collected, as defined by Section 301(d), is deemed issued a Certificate and therefore required to protect the privacy of individuals who are subjects of such research. Certificates issued in this manner will not be issued as a separate document, but are issued by application of this term and condition to the award.

Date Last Reviewed: April 2022

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End of Exhibit A.

Title X, GHD 00646 and 00656:

Expectations regarding the provision of family planning services also come from legislative mandates that apply to Title X recipients whose awards are funded by the annual HHS appropriations act. (Consolidated Appropriations Act, 2022, Pub. L. No. 117-103, 136 Stat. 49, 444, 466 (2022)). The following legislative mandates have been part of the Title X appropriations language for the last several years:

- “None of the funds appropriated in this Act may be made available to any entity under title X of the PHS Act unless the applicant for the award certifies to the Secretary [of Health and Human Services] that it encourages family participation in the decision of minors to seek family planning services and that it provides counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities;”
- “Notwithstanding any other provision of law, no provider of services under title X of the PHS Act shall be exempt from any State law requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest.”
- “That amounts provided to said projects under such title shall not be expended for abortions, that all pregnancy counseling shall be nondirective, and that such amounts shall not be expended for any activity (including the publication or distribution of literature) that in any way tends to promote public support or opposition to any legislative proposal or candidate for public office.”

Both the Title X regulations and the OPA Program Priorities included in the PA-FPH-22-001 NOFO and FY 2022 NOA require Title X recipients to provide quality family planning services that are consistent with nationally recognized standards of care. Nationally recognized standards of care include *Providing Quality Family Planning Services: Recommendations from Centers for Disease Control and Prevention (CDC) and the U.S. Office of Population Affairs (QFP)* as well as other nationally recognized standards of care from other governmental institutions and national medical associations.

Title X recipients must:

1. Not provide abortion as a method of family planning as part of the Title X project. (Section 1008, PHS Act; Consolidated Appropriations Act, 2022, Pub. L. No. 117-103, 136 Stat. 49, 444 (2022); 42 CFR § 59.5(a)(5))
2. Prohibit providing services that directly facilitate the use of abortion as a method of family planning, such as providing transportation for an abortion, explaining and obtaining signed abortion consent forms from clients interested in abortions, negotiating

Exhibit B: Grant Conditions

a reduction in fees for an abortion, and scheduling or arranging for the performance of an abortion, promoting or advocating abortion within Title X program activities, or failing to preserve sufficient separation between Title X program activities and abortion-related activities. (65 Fed. Reg. 41281 (July 3, 2000))

3. 3. Prohibit promoting or encouraging the use of abortion as a method of family planning through advocacy activities such as providing speakers to debate in opposition to anti-abortion speakers, bringing legal action to liberalize statutes relating to abortion, or producing and/or showing films that encourage or promote a favorable attitude toward abortion as a method of family planning. Films that present only neutral, factual information about abortion are permissible. A Title X project may be a dues paying participant in a national abortion advocacy organization, so long as there are other legitimate program-related reasons for the affiliation (such as access to certain information or data useful to the Title X project). A Title X project may also discuss abortion as an available alternative when a family planning method fails in a discussion of relative risks of various methods of contraception. (65 Fed. Reg. 41281, 41282 (July 3, 2000))

4. Ensure that non-Title X abortion activities are separate and distinct from Title X project activities. Where recipients conduct abortion activities that are not part of the Title X project and would not be permissible if they were, the recipient must ensure that the Title X-supported project is separate and distinguishable from those other activities. What must be looked at is whether the abortion element in a program of family planning services is so large and so intimately related to all aspects of the program as to make it difficult or impossible to separate the eligible and non-eligible items of cost. The Title X project is the set of activities the recipient agreed to perform in the relevant grant documents as a condition of receiving Title X funds. A grant applicant may include both project and non-project activities in its grant application, and, so long as these are properly distinguished from each other and prohibited activities are not reflected in the amount of the total approved budget, no problem is created. Separation of Title X from abortion activities does not require separate recipients or even a separate health facility, but separate bookkeeping entries alone will not satisfy the spirit of the law. Mere technical allocation of funds, attributing federal dollars to non-abortion activities, is not a legally supportable avoidance of section 1008. Certain kinds of shared facilities are permissible, so long as it is possible to distinguish between the Title X supported activities and non-Title X abortion-related activities: i. a common waiting room is permissible, as long as the costs properly pro-rated,

ii. common staff is permissible, so long as salaries are properly allocated, and all abortion related activities of the staff members are performed in a program which is entirely separate from the Title X project,

iii. a hospital offering abortions for family planning purposes and also housing a Title X project is permissible, as long as the abortion activities are sufficiently separate from the Title X project, and

Exhibit B: Grant Conditions

iv. maintenance of a single file system for abortion and family planning patients is permissible, so long as costs are properly allocated. (65 Fed. Reg. 41281, 41282 (July 3, 2000))

5. A Title X project may not provide pregnancy options counseling which promotes abortion or encourages persons to obtain abortion, although the project may provide patients with complete factual information about all medical options and the accompanying risks and benefits. While a Title X project may provide a referral for abortion, which may include providing a patient with the name, address, telephone number, and other relevant factual information (such as whether the provider accepts Medicaid, charges, etc.) about an abortion provider, the project may not take further affirmative action (such as negotiating a fee reduction, making an appointment, providing transportation) to secure abortion services for the patient. (65 Fed. Reg. 41281 (July 3, 2000))

6. Where a referral to another provider who might perform an abortion is medically indicated because of the patient's condition or the condition of the fetus (such as where the woman's life would be endangered), such a referral by a Title X project is not prohibited by section 1008 and is required by 42 CFR § 59.5(b)(1). The limitations on referrals do not apply in cases in which a referral is made for medical indications. (65 Fed. Reg. 41281 (July 3, 2000)).

1. Salary Limitation (Further Consolidated Appropriations Act, 2022, Div. H, Title II, sec. 202): Recipients ensure that “None of the funds appropriated in the HHS Appropriations Act shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.” The Salary Limitation is based upon the Executive Level II of the Federal Executive Pay Scale. Effective January 2022, the Executive Level II salary is \$203,700. For the purposes of the salary limitation, the direct salary is exclusive of fringe benefits and indirect costs. An individual’s direct salary is not constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to the grant or cooperative agreement. A recipient may pay an individual’s salary amount in excess of the salary cap with non-federal funds. (Consolidated Appropriations Act, 2022, Pub. L. No. 117-103, 136 Stat. 49, 467 (2022))

2. Reporting Subawards and Executive Compensation: Recipients report each action that obligates \$30,000 or more in federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity, unless they are exempt as

Exhibit B: Grant Conditions

defined in their NOA, Standard Terms. Additional details and the full text of this standard term are available in Appendix D. (2 CFR part 170)

3. Intellectual Property and Data Rights: Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a federal award. The federal government reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so. The awardee is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401. The federal government has the right to: obtain, reproduce, publish, or otherwise use the data produced under this award; and authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes. (43 CFR § 75.322)

4. Acknowledgement of Federal Grant Support: Recipients acknowledge federal funding when issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents --such as tool-kits, resource guides, websites, and presentations (hereafter "statements")--describing the projects or programs funded in whole or in part with HHS federal funds, the recipient must clearly state the percentage and dollar amount of the total costs of the program or project funded with federal money and the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources. When issuing statements resulting from activities supported by HHS financial assistance, the recipient entity must include an acknowledgement of federal assistance using one of the following or a similar statement:

5. i. If the HHS Grant or Cooperative Agreement is NOT funded with other non-governmental sources: This [project/publication/program/website, etc.] [is/was] supported by the [full name of the PROGRAM OFFICE] of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funded by [PROGRAM OFFICE]/OASH/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by [PROGRAM OFFICE]/OASH/HHS, or the U.S. Government. For more information, please visit [PROGRAM OFFICE website, if available].

6. ii. The HHS Grant or Cooperative Agreement IS partially funded with other nongovernmental sources: This [project/publication/program/website, etc.] [is/was] supported by the [full name of the PROGRAM OFFICE] of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by [PROGRAM OFFICE]/OASH/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author (s) and do not necessarily represent the official views of, nor an endorsement, by [PROGRAM OFFICE]/OASH/HHS, or the U.S. Government. For more information, please visit [PROGRAM OFFICE website, if available].

Exhibit B: Grant Conditions

The federal award total must reflect total costs (direct and indirect) for all authorized funds (including supplements and carryover) for the total competitive segment up to the time of the public statement.

Any amendments by the recipient to the acknowledgement statement must be coordinated with the OASH federal project officer and the OASH grants management officer.

If the recipient plans to issue a press release concerning the outcome of activities supported by this financial assistance, it should notify the OASH federal project officer and the OASH grants management officer in advance to allow for coordination.

5. Whistleblower Protections: Recipients are given notice that the 48 CFR § 3.908 (related to the enhancement of contractor employee whistleblower protections), implementing 41 U.S.C. § 4712, as amended (entitled “Enhancement of contractor protection from reprisal for disclosure of certain information”) applies to their Title X award.

6. Reporting of Matters Related to Recipient Integrity and Performance: Recipients refer to their NOA regarding the reporting of matters related to recipient integrity and performance, specifically the general reporting requirement; proceedings about which recipients must report; reporting procedures and frequency; definitions; and disclosure requirements.

7. Advancing Racial Equity and Support for Underserved Communities Through the Federal Government: Administer projects in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>

--You must take reasonable steps to ensure that your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov>.

--For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking

Exhibit B: Grant Conditions

appropriate steps to provide effective communication, see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.

--HHS funded health and education programs must be administered in an environment free of sexual harassment, see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>.

--For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

8. Trafficking in Persons: Title X recipients are subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) and should refer to their NOA for more information.

1. 9. Prohibition on certain telecommunications and video surveillance services or equipment: Recipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to: i. procure or obtain,
2. ii. extend or renew a contract to procure or obtain, or
3. iii. enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
4. (b) Telecommunications or video surveillance services provided by such entities or using such equipment.
5. (c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country. (2 CFR § 200.216)

Well Woman Health Check, GHD 02045 – 02047:

Boycott of Israel:

Pursuant to A.R.S. § 35-393.01, public entities are prohibited from entering into contracts “unless the contract includes a

written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage

in, a boycott of Materials or Services from Israel.”

Under A.R.S. § 35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended

to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are

taken either:

(a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.

(b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid

business reason.

2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability

partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority owned

subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

Forced Labor of Ethnic Uigurs Ban:

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with

a public entity does not use the forced labor, or use any contractors, subcontractors or suppliers that use the

Exhibit B: Grant Conditions

forced labor or any goods or services produced by the forced labor or any goods or services produced by the

forced labor, of ethnic Uyghurs in the People's Republic of China.

HIV Prevention, GHD 02024: Note that these terms are the same as TB Control and TB DOT

Cost Limitations as stated in Appropriations Acts. Recipients must follow applicable fiscal year appropriations law in effect at the time of award. See AR-32 Appropriations Act, General Requirements: <https://www.cdc.gov/grants/additional-requirements/ar-32.html>.

Though Recipients are required to comply with all applicable appropriations restrictions, please find below specific ones of note. CDC notes that the cited section for each below provision may change annually.

A. Cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.

B. Gun Control Prohibition (Div. H, Title II, Sec. 210): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

C. Lobbying Restrictions (Div. H, Title V, Sec. 503):

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive- legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

Exhibit B: Grant Conditions

- 503(b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at <https://www.cdc.gov/grants/additional-requirements/ar-12.html>.

D. Needle Exchange (Div. H, Title V, Sec. 520): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

E. Blocking access to pornography (Div. H, Title V, Sec. 521): (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Prohibition on certain telecommunications and video surveillance services or equipment (Pub. L. 115-232, section 889): For all new, non-competing continuation, renewal or supplemental awards issued on or after August 13, 2020, recipients and subrecipients are prohibited from obligating or expending grant funds (to include direct and indirect expenditures as well as cost share and program funds) to:

1. Procure or obtain,
2. Extend or renew a contract to procure or obtain; or
3. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications

Exhibit B: Grant Conditions

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

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

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

President's Emergency Plan for AIDS Relief (PEPFAR) funding is exempt from the prohibition under Pub. L. 115-232, section 889 until September 30, 2022. During the exemption period, PEPFAR recipients are expected to work toward implementation of the requirements.

Ryan White, GHD 02012:

Terms 2-17 of the attached document, 2022 Standard Terms_HRSA

TB Control and TB DOT, GHD02002 – 02003:

Cost Limitations as stated in Appropriations Acts. Recipients must follow applicable fiscal year appropriations law in effect at the time of award. See AR-32 Appropriations Act, General Requirements: <https://www.cdc.gov/grants/additional-requirements/ar-32.html>.

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- 503(b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

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Exhibit B: Grant Conditions

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2. Extend or renew a contract to procure or obtain; or
3. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Exhibit B: Grant Conditions

President's Emergency Plan for AIDS Relief (PEPFAR) funding is exempt from the prohibition under Pub. L. 115-232, section 889 until September 30, 2022. During the exemption period, PEPFAR recipients are expected to work toward implementation of the requirements.

End of Exhibit B.

PIMA COUNTY

Pima County Procurement Department
150 W. Congress St. 5th Fl
Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2500000557
Contract Start Date	10-14-2025
Contract End Date	10-13-2026
Payment Type	Warrant/Check
Buyer	Justin Mink
Phone Number	
Email	

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Supplier:	Contract Name:
CENTER FOR DISEASE DETECTION LLC 11603 Crosswinds Way Suite 100 San Antonio, TX 78233	Laboratory Services for PCHD Clinical Services

Supplier Contact and Payment Terms:	Shipping Method	Delivery Type	FOB
Phone: +1 (210) 5903033 x214 Email: mike@cddmedical.com Terms: Days:	Vendor Method	Standard Ground	FOB Dest, Freight Prepaid
	Currency	NTE Amount	Used Amount
	USD	375,000.00	0.00

Contract/Amendment Description:

This Supplier Contract is for an initial term of one (1) year in the shared annual award amount of \$375,000.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Health.

Attachment: Offer Agreement

Catalog Items:					
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
1	AFB Smear Fungal, microscopy fungal (CDD)	Each	89.80		
2	AFB Smear Fungal, microscopy fungal (LabCorp)	Each	80.00		
3	AFB Smear Fungal, microscopy fungal (SQL)	Each	53.06		
4	AFB Smear Mycobacterial (LabCorp)	Each	150.00		
5	AFB Smear Mycobacterial (SQL)	Each	53.06		
6	AFB Smear Tubercle (LabCorp)	Each	150.00		
7	AFB Smear Tubercle (CDD)	Each	0.00		
8	AFB Smear Tubercle (SQL)	Each	53.06		
9	Arboviral Antibodies, IgG (LabCorp)	Each	148.00		

This Supplier Contract incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this contract. All transactions and conduct are required to conform to these documents.

PIMA COUNTY

Pima County Procurement Department
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**Supplier Contract**

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
10	Arboviral Antibodies, IgG (SQL)	Each	110.00		
11	Arboviral Antibodies, IgM (LabCorp)	Each	153.00		
12	Arboviral Antibodies, IgM (SQL)	Each	110.00		
13	B Pertussis DFA - Smear (LabCorp)	Each	145.60		
14	B Pertussis DFA - Smear (SQL)	Each	355.30		
15	B12 + Folate panel (CDD)	Each	16.50		
16	B12 + Folate panel (LabCorp)	Each	17.20		
17	B12 + Folate panel (SQL)	Each	127.45		
18	BUN (CDD)	Each	3.30		
19	BUN (LabCorp)	Each	3.40		
20	BUN (SQL)	Each	15.36		
21	CBC with Differential (CDD)	Each	7.00		
22	CBC with Differential (LabCorp)	Each	3.90		
23	CBC with Differential (SQL)	Each	2.61		
24	Chlamydia/ Gonorrhea, Amplified Urine - combo (CDD)	Each	17.50		
25	Chlamydia/ Gonorrhea, Amplified Urine - combo (LabCorp)	Each	43.70		
26	Chlamydia/ Gonorrhea, Amplified Urine - combo (SQL)	Each	103.95		
27	Chlamydia/ Gonorrhea, Amplified; rectal, pharyngeal, or vaginal swab - clinician or self collected (CDD)	Each	17.50		

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
28	Chlamydia/ Gonorrhea, Amplified; rectal, pharyngeal, or vaginal swab - clinician or self collected (LabCorp)	Each	43.70		
29	Chlamydia/ Gonorrhea, Amplified; rectal, pharyngeal, or vaginal swab - clinician or self collected (SQL)	Each	103.95		
30	Cocci - immunodiffusion (CDD)	Each	41.60		
31	Cocci - immunodiffusion (LabCorp)	Each	41.60		
32	Cocci - immunodiffusion	Each	132.00		
33	Coccidioides Antibodies Panel (IgG, IgM) (CDD)	Each	99.00		
34	Coccidioides Antibodies Panel (IgG, IgM) (LabCorp)	Each	41.60		
35	Coccidioides Antibodies Panel (IgG, IgM) (SQL)	Each	21.63		
36	Collection of blood by venipuncture (LabCorp)	Each	8.50		
37	Collection of blood by venipuncture (SQL)	Each	12.05		
38	Collection of capillary blood specimen (LabCorp)	Each	8.50		
39	Collection of capillary blood specimen (SQL)	Each	16.50		
40	Colposcopy - Tissue Biopsy Level IV- single sample for single patient per order (CDD)	Each	40.00		
41	Colposcopy - Tissue Biopsy Level IV- single sample for single patient per order (LabCorp)	Each	66.95		
42	Colposcopy - Tissue Biopsy Level IV- single sample for single patient per order (SQL)	Each	101.23		

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
43	Colposcopy - Tissue Biopsy Level IV- two to four samples for single patient per order (CDD)	Each	80.00		
44	Colposcopy - Tissue Biopsy Level IV- two to four samples for single patient per order (LabCorp)	Each	66.95		
45	Colposcopy - Tissue Biopsy Level IV- two to four samples for single patient per order (SQL)	Each	101.23		
46	Colposcopy - Tissue Biopsy Level V- single sample for single patient per order (CDD)	Each	50.00		
47	Colposcopy - Tissue Biopsy Level V- single sample for single patient per order (LabCorp)	Each	66.95		
48	Colposcopy - Tissue Biopsy Level V- single sample for single patient per order (SQL)	Each	249.08		
49	Colposcopy - Tissue Biopsy Level V- two to four samples for single patient per order (CDD)	Each	50.00		
50	Colposcopy - Tissue Biopsy Level V- two to four samples for single patient per order (LabCorp)	Each	66.95		
51	Colposcopy - Tissue Biopsy Level V- two to four samples for single patient per order (SQL)	Each	249.08		
52	Creatinine (CDD)	Each	4.40		
53	Creatinine (LabCorp)	Each	3.40		
54	Creatinine	Each	15.35		
55	Culture, Blood (CDD)	Each	22.00		

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
56	Culture, Blood (LabCorp)	Each	40.00		
57	Culture, Blood (SQL)	Each	54.05		
58	Culture, Aerobic Bacteria (CDD)	Each	24.20		
59	Culture, Aerobic Bacteria (LabCorp)	Each	12.00		
60	Culture, Aerobic Bacteria (SQL)	Each	48.05		
61	Culture, B Pertussis (CDD)	Each	91.58		
62	Culture, B Pertussis (LabCorp)	Each	25.00		
63	Culture, B Pertussis (SQL)	Each	355.30		
64	Culture, CSF (CDD)	Each	18.70		
65	Culture, CSF (LabCorp)	Each	52.27		
66	Culture, CSF (SQL)	Each	54.05		
67	Culture, Environmental (CDD)	Each	15.40		
68	Culture, Environmental (LabCorp)	Each	25.00		
69	Culture, Environmental (SQL)	Each	36.04		
70	Culture, Herpes with reflex for typing (CDD)	Each	31.90		
71	Culture, Herpes with reflex for typing (LabCorp)	Each	20.80		
72	Culture, Herpes without reflex typing (CDD)	Each	22.00		
73	Culture, Herpes without reflex typing (LabCorp)	Each	20.80		
74	Culture, Legionella (CDD)	Each	23.40		
75	Culture, Legionella (LabCorp)	Each	30.00		
76	Culture, Legionella (SQL)	Each	147.61		
77	Culture, Stool (CDD)	Each	13.75		
78	Culture, Stool (LabCorp)	Each	34.90		

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PIMA COUNTY

Pima County Procurement Department
 150 W. Congress St. 5th Fl
 Tucson AZ 85701

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
79	Culture, Stool (SQL)	Each	162.80		
80	Culture, Upper Respiratory (Nasopharyngeal culture with Gram stain) (CDD)	Each	19.00		
81	Culture, Upper Respiratory (Nasopharyngeal culture with Gram stain) (LabCorp)	Each	8.90		
82	Culture, Upper Respiratory (Nasopharyngeal culture with Gram stain) (SQL)	Each	54.05		
83	EBV Antibody panel (CDD)	Each	99.00		
84	EBV Antibody panel (LabCorp)	Each	47.38		
85	EBV Antibody panel (SQL)	Each	155.93		
86	Electrolyte Panel (CDD)	Each	4.40		
87	Electrolyte Panel (LabCorp)	Each	3.65		
88	Electrolyte Panel (SQL)	Each	3.16		
89	Enterovirus, PCR (CDD)	Each	165.40		
90	Enterovirus, PCR (LabCorp)	Each	165.40		
91	Enterovirus, PCR (SQL)	Each	385.00		
92	Gamma Glutamyl Transferase Test (CDD)	Each	5.50		
93	Gamma Glutamyl Transferase Test (LabCorp)	Each	3.40		
94	Gamma Glutamyl Transferase Test (SQL)	Each	15.36		
95	Glucose (CDD)	Each	4.40		
96	Glucose (LabCorp)	Each	3.40		
97	Glucose (SQL)	Each	28.19		
98	Hemoglobin A1c (CDD)	Each	8.80		

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Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
99	Hemoglobin A1c (LabCorp)	Each	4.20		
100	Hemoglobin A1c (SQL)	Each	6.18		
101	Hepatic function Panel (CDD)	Each	5.50		
102	Hepatic function Panel (LabCorp)	Each	4.00		
103	Hepatic function Panel (SQL)	Each	3.21		
104	Hepatic Panel (A, B, C) (CDD)	Each	44.00		
105	Hepatic Panel (A, B, C) (LabCorp)	Each	135.45		
106	Hepatitis A IgM Antibody (CDD)	Each	11.00		
107	Hepatitis A IgM Antibody (LabCorp)	Each	9.90		
108	Hepatitis A IgM Antibody (SQL)	Each	54.05		
109	Hepatitis A Total (CDD)	Each	11.00		
110	Hepatitis A Total (LabCorp)	Each	8.00		
111	Hepatitis A Total (SQL)	Each	65.77		
112	Hepatitis B Surface Antigen (CDD)	Each	11.00		
113	Hepatitis B Surface Antigen (LabCorp)	Each	28.60		
114	Hepatitis B Surface Antigen (SQL)	Each	46.26		
115	Hepatitis C Antibody (CDD)	Each	11.00		
116	Hepatitis C Antibody (LabCorp)	Each	9.27		
117	Hepatitis C Antibody (SQL)	Each	72.07		
118	Hepatitis Panel (A, B, C) (SQL)	Each	226.44		
119	HIV 1/2 combo IgG (CDD)	Each	31.00		

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Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
120	HIV 1/2 combo IgG (LabCorp)	Each	37.85		
121	HIV 1/2 combo IgG (SQL)	Each	76.40		
122	HIV 4th generation assay with EIA (CDD)	Each	12.50		
123	HIV 4th generation assay with EIA (LabCorp)	Each	20.80		
124	HIV 4th generation assay with EIA (SQL)	Each	76.40		
125	HIV Ag/Ab combo (CDD)	Each	12.50		
126	HIV Ag/Ab combo (LabCorp)	Each	20.80		
127	HIV Ag/Ab combo (SQL)	Each	76.40		
128	HIV-1 RNA Quantitative PCR (CDD)	Each	137.50		
129	HIV-1 RNA Quantitative PCR (LabCorp)	Each	109.30		
130	HIV-1 RNA Quantitative PCR (SQL)	Each	308.00		
131	HIV-1 RNA Reflex to Genosure Prime (CDD)	Each	137.50		
132	HIV-1 RNA Reflex to Genosure Prime (LabCorp)	Each	110.25		
133	HIV-1 RNA Reflex to Genosure Prime (SQL)	Each	308.00		
134	HPV with Thin Prep Media (CDD)	Each	45.00		
135	HPV with Thin Prep Media (SQL)	Each	94.71		
136	HPV with Thin Prep Media	Each	46.80		
137	HSV Type 2 IgG, Type Specific Ab (CDD)	Each	15.00		
138	HSV Type 2 IgG, Type Specific Ab (LabCorp)	Each	22.66		
139	HSV Type 2 IgG, Type Specific Ab (SQL)	Each	161.70		
140	Immunohistochemistry (IHC) Stain - Cervical (CDD)	Each	50.00		

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Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
141	Influenza culture (viral with typing) (CDD)	Each	39.60		
142	Influenza culture (viral with typing) (LabCorp)	Each	96.00		
143	Influenza culture (viral with typing) (SQL)	Each	357.50		
144	Influenza(Aor B) PCR (CDD)	Each	220.00		
145	Influenza(Aor B) PCR (LabCorp)	Each	100.80		
146	Influenza(Aor B) PCR (SQL)	Each	355.30		
147	Leep Tissue Biopsy (CDD)	Each	50.00		
148	Legionella culture (CDD)	Each	23.40		
149	Legionella culture (LabCorp)	Each	30.00		
150	Legionella culture (SQL)	Each	147.61		
151	Leptospira culture (SQL)	Each	393.94		
152	Lipid Panel (CDD)	Each	9.90		
153	Lipid Panel (LabCorp)	Each	4.70		
154	Lipid Panel (SQL)	Each	42.74		
155	Listeria culture (CDD)	Each	32.30		
156	Listeria culture (LabCorp)	Each	8.10		
157	Measles Antibody IgG (Rubeola) (LabCorp)	Each	11.50		
158	Measles Antibody IgG (Rubeola) (CDD)	Each	14.30		
159	Measles Antibody IgG (Rubeola) (SQL)	Each	64.78		
160	Measles IgM (CDD)	Each	33.00		
161	Measles IgM (LabCorp)	Each	45.00		
162	Measles IgM (SQL)	Each	104.50		
163	Metabolic Panel, Comprehensive (CDD)	Each	8.80		
164	Metabolic Panel, Comprehensive (LabCorp)	Each	4.70		

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Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
165	Metabolic Panel, Comprehensive (SQL)	Each	3.37		
166	MMR Titer 1 (CDD)	Each	33.55		
167	MMR Titer 1 (LabCorp)	Each	29.70		
168	MMR Titer 1 (SQL)	Each	189.52		
169	Mumps IgM (CDD)	Each	27.50		
170	Mumps IgM (LabCorp)	Each	33.30		
171	Mumps IgM (SQL)	Each	94.71		
172	Mumps Virus Antibody IgG (CDD)	Each	11.00		
173	Mumps Virus Antibody IgG (LabCorp)	Each	10.40		
174	Mumps Virus Antibody IgG (SQL)	Each	84.32		
175	NAAT (from culture or directly from sputum specimen) (CDD)	Each	108.97		
176	NAAT (from culture or directly from sputum specimen) (LabCorp)	Each	40.10		
177	Norovirus, PCR (CDD)	Each	187.20		
178	Norovirus, PCR (LabCorp)	Each	189.00		
179	Norovirus, PCR (SQL)	Each	355.30		
180	Ova & Parasite, Stool (LabCorp)	Each	13.80		
181	Ova & Parasite, Stool (SQL)	Each	95.17		
182	Ova & Parasite, Stool (CDD)	Each	19.80		
183	Pap with reflex HPV (oncogenic type) DNA for ASCUS results on pap (CDD)	Each	17.50		
184	Pap with reflex HPV (oncogenic type) DNA for ASCUS results on pap (LabCorp)	Each	33.30		

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Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
185	Pap with reflex HPV (oncogenic type) DNA for ASCUS results on pap (SQL)	Each	135.14		
186	Pap with Roche Cobas HPV Test - High Risk HPV with 16/18 Genotype (CDD)	Each	62.50		
187	Pap with Roche Cobas HPV Test - High Risk HPV with 16/18 Genotype (LabCorp)	Each	147.70		
188	Pap with Roche Cobas HPV Test - High Risk HPV with 16/18 Genotype (SQL)	Each	104.50		
189	Pap, Conventional (LabCorp)	Each	22.00		
190	Pap, Conventional (SQL)	Each	40.43		
191	Pap, Liquid based (LabCorp)	Each	26.00		
192	Pap, Liquid based (CDD)	Each	17.50		
193	Pap, Liquid based (SQL)	Each	40.43		
194	QuantiFERON - TB Gold Test (QTF-G) (CDD)	Each	104.50		
195	QuantiFERON - TB Gold Test (QTF-G) (LabCorp)	Each	50.00		
196	QuantiFERON - TB Gold Test (QTF-G) (SQL)	Each	70.94		
197	RPR (LabCorp)	Each	4.20		
198	RPR (SQL)	Each	15.64		
199	RPR (CDD)	Each	7.50		
200	RPR titer and reflex TP-PA (SQL)	Each	15.64		
201	RPR titer and reflex TP-PA (CDD)	Each	7.50		
202	RPR titer and reflex TP-PA (LabCorp)	Each	4.20		
203	RSV - immunoassay (CDD)	Each	26.00		

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Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
204	RSV - immunoassay (LabCorp)	Each	26.00		
205	RSV - immunoassay (SQL)	Each	357.50		
206	Rubella IgG, IgM (CDD)	Each	11.00		
207	Rubella IgG, IgM (LabCorp)	Each	21.90		
208	Rubella IgG, IgM (SQL)	Each	240.36		
209	Salmonella typing (CDD)	Each	18.70		
210	Salmonella typing (LabCorp)	Each	11.50		
211	Salmonella typing (SQL)	Each	32.27		
212	Sensitivities to first line agents (INH, streptomycin, rifampin, ethambutol minimally) (CDD)	Each	130.00		
213	Sensitivities to first line agents (INH, streptomycin, rifampin, ethambutol minimally) (LabCorp)	Each	130.00		
214	Syphilis (CDD)	Each	10.00		
215	Syphilis (LabCorp)	Each	11.50		
216	Syphilis (SQL)	Each	33.00		
217	Thyroid Stimulating Hormone (TSH) (CDD)	Each	7.15		
218	Thyroid Stimulating Hormone (TSH) (LabCorp)	Each	6.30		
219	Thyroid Stimulating Hormone (TSH) (SQL)	Each	34.65		
220	TP-PA (CDD)	Each	7.50		
221	TP-PA (LabCorp)	Each	11.50		
222	TP-PA (SQL)	Each	118.80		
223	Urine for AFB (LabCorp)	Each	80.00		
224	Urine for AFB (SQL)	Each	53.06		
225	Varicella Zoster IgG (CDD)	Each	19.80		

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Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
226	Varicella Zoster IgG (LabCorp)	Each	12.50		
227	Varicella Zoster IgG (SQL)	Each	61.27		
228	Varicella Zoster IgM (CDD)	Each	33.00		
229	Varicella Zoster IgM (LabCorp)	Each	18.80		
230	Varicella Zoster IgM (SQL)	Each	114.40		
231	Viral cultures (i.e. Rubella- Throat or naso pharyngeal culture) (CDD)	Each	78.00		
232	Viral cultures (i.e. Rubella- Throat or naso pharyngeal culture) (LabCorp)	Each	83.20		
233	Viral cultures (i.e. Rubella- Throat or naso pharyngeal culture) (SQL)	Each	54.05		
234	West Nile Virus - PCR (CDD)	Each	78.60		
235	West Nile Virus - PCR (LabCorp)	Each	248.00		
236	West Nile Virus - PCR (SQL)	Each	357.50		

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OFFER AGREEMENT

1. PURPOSE

This contract establishes a system-generated form Supplier Contract ("SC") for Contractors to provide Pima County ("County") with Laboratory Services for Pima County Health Department Clinical Services on an "as required basis" by issue of Delivery Order ("DO").

The established SC will be issued to all Contractors awarded on this contract. County will order Good/Services from the Contractor on the contract offering best value to County. Should that Contractor be unable to provide the Good/Service at the time requested, County will then order the Good/Service from another Contractor available on the contract.

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The SC will document the commencement date of the contract and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised SC document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS

The Contractor certifies that it is competent, willing, and responsible for performing the services or providing the products in accordance with the requirements of this contract.

Contractor will check appropriate response below and provide requested documents. Failure to check appropriate response and provide copies of requested documents may cause the offer to be rejected and deemed non-responsive:

1	<p>Contractor possesses and will maintain during the life of the contract a Clinical Laboratory Improvement Amendments ("CLIA") Level Certification commensurate with the level of testing being performed (High Complexity).</p> <p>Please attach one (1) copy of your CLIA High Level Complexity Certificate of Accreditation. Certificate will show:</p> <ul style="list-style-type: none">• CLIA Certificate of Accreditation Number• Effective date• Expiration date• Contractor's Lab name and address• Issuing agency	<p><input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

4.1. Services Contractor agrees to perform such reference clinical laboratory testing services ("Services") for County as may be requested by County, if available, during the term of this Agreement. The Services shall include those tests listed in Contractor's current Directory of Services, and may be modified from time to time by Contractor and such additional services as the parties may agree to in writing.

4.2. Supplies and Equipment

- 4.2.1.** Provide laboratory testing supplies free of charge, including requisition slips or access to electronic means for ordering supplies for any lab specimen collection that are used solely to collect, transport, process or store specimens to be submitted to Contractor for testing. Contractor shall provide to each Clinical Site listed all equipment and/or supplies necessary for the collection and preparation of specimens, including mailing packages or supplies needed for delivery of specimens from the Clinical Site to the Contractor. The contractor(s) will use commercially reasonable efforts to provide these materials within ten (10) days of award.
- 4.2.2.** Supplies and equipment will be replenished by Contractor as necessary and requested by County to ensure each clinical site inventory is not depleted and specimen collection tasks are not interrupted.
- 4.2.3.** Outdated/expired supplies will be returned to Laboratory/Supplier and replaced.
- 4.2.4.** Contractor will provide instructions for storing supplies to designated PCHD personnel as required at all Clinical Site locations.

4.3. Shipping/Collection

- 4.3.1.** Contractor will perform training to designated PCHD personnel, as necessary, under the appropriate programs regarding collection methods and proper handling of specimens.

- 4.3.2. Contractor shall either collect specimens or provide for shipment from each Clinical Site per a mutually agreed upon schedule.
- 4.3.3. The cost of shipping should be included in the unit price for each lab.
- 4.3.4. Contractor will provide STAT collection, upon request by PCHD, within two (2) hours of request.

4.4. Analysis, Turn-Around Time, and Reporting

- 4.4.1. Expected turnaround time for routine lab results will be five (5) calendar days.
- 4.4.2. "STAT" labs will be within one (1) business day except for on a Friday, where the result must be reported to the PCHD clinic by the end of the day.
- 4.4.3. If expected results do not arrive within the specified period, Contractor will provide results upon telephoned request.
- 4.4.4. Lab results will be formatted in a manner that integrates into MEDSIS, eClinicalWorks and EPIC.
- 4.4.5. MEDSIS is a statewide system hosted and supported by the Arizona Department of Health Services for providers and institutions responsible for reporting communicable diseases and for local health departments to conduct disease surveillance. More information about MEDSIS is available at [the AZDHS website linked here](#).
- 4.4.6. eClinicalWorks is an ambulatory clinical information system, including Electronic Health Record ("EHR") and integrated practice management.
- 4.4.7. EPIC is an EHR and integrated practice management platform.

4.5. Quality Assurance Activities

- 4.5.1. Contractor will maintain quality assurance as prescribed by the United States Food and Drug Administration ("FDA") Clinical Laboratory Improvement Amendments.
- 4.5.2. Contractor will ensure that the Laboratory Pathologist reviews and signs all abnormal pathology results. Examples of which are cytology/histology, paps, and biopsies.

4.6. Other Services/Specifications

- 4.6.1. Laboratory personnel, which includes but is not limited to technicians, technologists, supervisors, and Laboratory Director, must be licensed by the state in which the tests are performed or maintain certification by a national certifying registry as approved by the Federal Government. The Contractor agrees to provide the name, address, and qualifications of Laboratory Director and/or Medical Director.
- 4.6.2. Laboratory personnel must have technical expertise in testing procedures being completed. For example, Medical Technologist (Clinical Laboratory Scientist) for Moderate and High Complexity testing or a degree in the laboratory specialty.
- 4.6.3. Contractor will provide a dedicated administrator and alternate to communicate with Clinical Sites, orally and in writing.

4.7. Health Insurance Portability and Accountability Act (HIPAA)

- 4.7.1. Compliance is required with HIPAA and any other applicable Federal rules and regulations.
- 4.7.2. Each party acknowledge that it is a "covered entity" as defined in 45 CFR 160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will be required to comply with the provisions of HIPAA with respect to safeguarding the privacy and confidentiality of protected health information. Contractor acknowledges that it may obtain confidential personal health information of patients of County in the course of Contractor's performance under the terms of this Agreement. "Confidential personal health information" includes information that could be used to identify a patient, information pertaining to the patient's care, treatment or experience in County's program, and information pertaining to the cost of, payment for, or collections activities related to the patient's care, treatment and experience in County's program. Contractor agrees to maintain the privacy and confidentiality of information it may obtain in the course of its performance under this Agreement. As a covered entity, Contractor agrees that:
 - 4.7.2.1. Any confidential personal health information that Contractor may obtain shall remain the sole property of County; and
 - 4.7.2.2. Contractor shall establish and maintain procedures and controls that are in compliance with federal law to assure that no confidential personal health information contained in its records or obtained from County or from others in carrying out its functions under this Agreement shall be used by or disclosed by Contractor, its agents, officers, employees or subcontractors, except as required in the performance of its obligations under the terms of this Agreement; and
 - 4.7.2.3. Contractor shall not remove any confidential personal health information from County premises; and

4.7.2.4. Any other information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of its duties under this Agreement, or to County.

4.8. Business Process Flow for Products/Services

4.8.1. Contractor must be able to receive delivery orders by email or fax.

4.8.2. If expected results do not arrive within the specified period, Supplier will provide results upon telephoned request.

4.8.3. County is not responsible financially for Contractor error in blood draws, running tests, or reporting, etc.

4.9. Reserved.

5. SUSTAINABILITY

In accordance with Board of Supervisors Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** any of the following that your business incorporates:

- ☐ Waste prevention/reduction or material recycling/reuse.
- ☐ Alternative energy/fuels (such as solar/wind energy; biodiesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration.
- ☐ Environmentally preferable materials (such as recycled materials; locally produced/manufactured products).
- ☐ Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules).
- ☐ Other practices which coincide with County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County).

6. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offers and execute this contract by issuing an SC (recurring requirements) to be effective on the document's date of issue without further action by either party. The SC will include the term of the contract.

Pursuant to the executed SC, County departments requiring the goods or services described herein will issue a DO to the Contractor. County will furnish the DO to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

Contractor must not supply materials or services that are not specified on the SC and are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract amendment that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to County's Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

7. ACCEPTANCE OF GOODS & SERVICES

The County Department designated on the issued order DO will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

8. **COMPENSATION & PAYMENT** – Contractor will submit to County a monthly itemized statement of Services rendered to County by Contractor for the prior month, at the fees set forth in Exhibit B or C, whichever is applicable. As set forth above, payment for Services is due thirty (30) days after the date of invoice. Failure to remit payment within said time may result, among other remedies available to Contractor, in the loss or reduction of County's discount and/or special prices on future Services or discontinuation of Service. Notwithstanding the above, Contractor agrees that it will submit all charges to the insurance carrier for all patients prior to submitting to County for payment. If, as a result of such non-payment, Contractor reduces or removes any discount and/or special prices, the terms and prices contained in Contractor's current Fee Schedule shall become the fees payable by County. Contractor may, at its option, reinstate any

discount and/or special prices after County brings its balance current. Nothing in the foregoing shall waive any rights or remedies available to Contractor with respect to late payment by County. If Contractor is compelled to bring suit to collect amounts due hereunder, it shall be entitled to recover interest on amounts due, reasonable attorneys' fees and costs incurred in connection with the action.

The SC will establish the contractual unit pricing and Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract, and neither the NTE Amount nor unit pricing can be altered without amendment. For this contract, the NTE Amount is shared between each Contractor awarded. The sum total of County payments to all Contractors cannot exceed the established NTE Amount, regardless of the independent total of each Contractor. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

8.1. Unit Prices (Net 30-day Payment Terms)

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this contract, which includes the Offer Agreement and the Standard Terms and Conditions..

Contractor will complete all pricing for services found in Exhibit C: Unit Prices. Exhibit C will be submitted by Offeror alongside submission of Offer Agreement.

Quantities in this solicitation are estimates only. County may increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the contract. County is not responsible for Contractor inventory or order commitment.

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully include State and City sales tax, County will pay such taxes as are **DIRECTLY** applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

8.2. Reserved

8.3. Price Escalation

All unit prices shall be fair market value and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request ("PER") per term.** The PER must be submitted not later than 90 days prior to the contract renewal date. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

8.4. Reserved

8.5. Additional Items and/or Services

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously listed unit pricing.

8.6. Standard Payment Term

Net 30, effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

8.7. Reserved

8.8. Invoicing

Contractor will submit Request(s) for Payment or Invoices to the location and entity identified by County's DO document.

All Invoice documents will reference County's DO number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, **AND** unit of measure included in County's order document for **ALL** Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

9. SUPPLIER RECORD MAINTENANCE

9.1. Pima County Supplier Record

Contractor must establish and maintain a complete Pima County Supplier record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through vendors@pima.gov.

9.2. BidNet Vendor Record

Contractor must establish and maintain an active BidNet Vendor record, The record must be registered with a valid and monitored email address for Contractor. Use of BidNet by Contractor may be governed by terms and conditions as determined by BidNet, and County is not a party to any agreement formed by Contractor's use of the BidNet platform.

10. DELIVERY

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Standard Terms and Conditions and to the location(s) on the DO document.

	Pima County Health Department Program	Clinical Site	Address/ Pick up Location	Collection Schedule
1	PCHD Clinics	North	3550 N. 1st Ave	1x Daily
		East	6920 E. Broadway	1x Daily
		T. Lee	1493 W. Commerce Ct.	1x Daily
2	Tuberculosis Clinic	TB	2980 E Ajo Way	3x weekly (Monday, Wednesday, Friday)
3	Well Woman Health Check	T. Lee	1493 W. Commerce Ct.	2x weekly (Tuesday & Thursday)
4	Epidemiology	Abrams	2980 E. Ajo Way	PRN/ STAT

Contractor guarantees delivery of product or service in less than five (5) calendar days after receipt of routine specimen. For "STAT" labs, turnaround must occur within one (1) business day, except for on a Friday, when the result must be reported to the requesting Pima County Clinic by the end of the day. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

11. TAXES, FEES, EXPENSES

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

12. OTHER DOCUMENTS

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. RFQ-2400001476 including the RFQ, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

13. INSURANCE

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

13.1. Minimum Scope and Limits of Insurance

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the

performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

13.1.1. Commercial General Liability (CGL)

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

13.1.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

13.1.3. Workers' Compensation (WC) and Employers' Liability

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

13.1.4. Medical and Professional Liability (E&O) Insurance

This insurance is required when the Medical and Professional Liability or any other coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

In the event that the Medical and Professional Liability insurance required by this contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under section 13.2.1.

13.1.5. Network Security (Cyber)/Privacy Insurance

Coverage shall have minimum limits not less than \$2,000,000 Each Claim with a \$2,000,000 Annual Aggregate. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss. In the event that the Network Security and Privacy Liability insurance required by this contract is written on a claims-made basis, Contractor must warrant that either continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section, or an extended discovery period will be exercised for a period of two (2) years beginning at the time of work under this contract is completed.

13.2. Additional Insurance Requirements

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

13.2.1. Claims-Made Insurance Coverage

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

13.2.2. Additional Insured Endorsement

The General Liability and Business Automobile, policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, and employees (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor.

13.2.3. Subrogation Endorsement

The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

13.3. Notice of Cancellation

Contractor must provide County written notice of any policy cancellation in accordance with policy provision. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

13.4. Verification of Coverage

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

- County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate;
- A notation of policy deductibles or SIRs relating to the specific policy; and
- Certificates must specify that the General Liability and Business Automobile policies are endorsed to include additional insured for County and its Agents.

13.4.1. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured endorsements. Failure to maintain the required insurance coverages or to provide evidence of renewal, shall constitute a material breach, subject to the Contractor's right to cure within 15 business days of written notice from the County.

13.4.2. All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate.

13.5. Approval and Modifications

County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

14. PERFORMANCE BOND

Not applicable to this contract.

15. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date

16. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Not applicable to this contract.

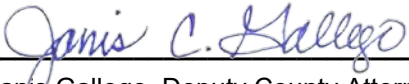
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17. BID/OFFER CERTIFICATION**CONTRACTOR LEGAL NAME:** Laboratory Corporation of America Holdings**BUSINESS ALSO KNOWN AS:** _____**MAILING ADDRESS:** 5005 S 40th Street**CITY/STATE/ZIP:** Phoenix, AZ 85040**REMIT TO ADDRESS:** PO Box 2250**CITY/STATE/ZIP:** Burlington, NC 27216-2240**CONTACT PERSON NAME/TITLE:** Cassidy Jacks**PHONE:** 480-349-1969**FAX:** 833-268-3615**CONTACT PERSON EMAIL ADDRESS:** jacksc@labcorp.com**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** jacksc@labcorp.com**CORPORATE HEADQUARTERS ADDRESS:** 531 South Spring St., Burlington, NC 27215**WEBSITE:** labcorp.com

By signing and submitting the Offer Agreement, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements not 'responsive' and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of an SC document issued by County's Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

SIGNATURE: **DATE:** 08/01/2025Kimberly Coker - Director of Contracts**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER****PHONE AND EMAIL:** 336-683-3585 cokerk1@labcorp.com

Approval As to Form:



Janis Gallego, Deputy County Attorney

PIMA COUNTY STANDARD TERMS AND CONDITIONS

1. WARRANTY

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

2. PACKING

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

3. DELIVERY

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County. Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery. Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

4. SPECIFICATION CHANGES

County may make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

5. INSPECTION

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

6. ACCEPTANCE OF MATERIALS AND SERVICES

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor furnishes items that do not conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the SC or PO and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of God or of the government. If County cancels an SC, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. FRAUD AND COLLUSION

Contractor certifies that no officer or employee of County or of any subdivision thereof has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Offeror in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

9. COOPERATIVE USE OF RESULTING CONTRACT

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the SC, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with any cooperative agreement with another public agency. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements – Authorized Agencies.

10. INTELLECTUAL PROPERTY INDEMNITY

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract and any SC, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

11. INDEMNIFICATION

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including reasonable attorney's fees to the extent that such costs and liabilities are proximately caused by the negligence or willful misconduct of Contractor. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

12. UNFAIR COMPETITION AND OTHER LAWS

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

13. COMPLIANCE WITH LAWS

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors ("ROC"), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the interpretation and construction of this contract, and the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

14. ASSIGNMENT

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

15. CANCELLATION FOR CONFLICT OF INTEREST

This contract is subject to cancellation pursuant to A.R.S. §§ 38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

16. NON-DISCRIMINATION

Contractor agrees to comply with all applicable provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

17. NON-APPROPRIATION OF FUNDS

County may cancel this contract if for any reason County's Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

18. PUBLIC RECORDS

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

19. RESERVED

20. AMERICANS WITH DISABILITIES ACT

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

21. NON-EXCLUSIVE AGREEMENT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

22. TERMINATION

County may terminate any contract and any SC, PO, DO or issued NORFA, in whole or in part, at any time for any reason or no reason, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination, and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive compensation for work completed requested by County before the effective date of the termination.

23. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: SC or PO; DO; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an SC, PO, or DO, if applicable; any other solicitation documents.

24. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Contractor and Contractor officer's, agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under County's Merit System. Contractor is responsible for paying all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur

because of Contractor's failure to pay such taxes.

25. BOOK AND RECORDS

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County upon prior written request. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

26. COUNTERPARTS

The parties may execute the SC or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the SC and PO, the signed offer of Contractor and the system-generated SC or other agreement document signed by County are each an original and together constitute a binding SC, if all other requirements for execution are present.

27. AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into the SC or PO. If any court or administrative agency determines that County does not have authority to enter into the SC or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the SC or PO.

28. FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the contract and any SC, PO, or DO to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

29. SUBCONTRACTORS

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

30. SEVERABILITY

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

31. LEGAL ARIZONA WORKERS ACT COMPLIANCE

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §§ 41-4401 and 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

32. CONTROL OF DATA PROVIDED BY COUNTY

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon notification from County and at County's expense, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days

33. ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

34. FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

35. HEAT INJURY AND ILLNESS PREVENTION AND SAFETY PLAN.

As applicable, pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

36. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

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Standard Terms

1. **You must comply with all terms and conditions outlined in the grant award. This includes the [Department of Health and Human Services \(HHS\) Grants Policy Statement \(GPS\)](#) (PDF - 1 MB).**

You must comply with HHS grants administration regulations, program statutes and regulations, and any applicable appropriation act requirements or limitations.

The terms and conditions of this award include the provisions and requirements from the applicable notice of funding opportunity or other funding solicitation.

2. **You must use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA-supported publications and forums describing projects or programs funded in whole or in part with HRSA funding.**

This [project/publication/program/website, etc.] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX with XX percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS, or the U.S. Government. For more information, please visit [HRSA.gov](#).

Review [How to Acknowledge HRSA Funding](#).

3. **You are subject to the Medicare and Medicaid anti-kickback statute ([42 U.S.C. § 1320a-7b\(b\)](#)) (PDF). There's a risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. § 1320-7b(b) Illegal remunerations.**

This states, in part, that:

Whoever knowingly and willfully solicits or receives any remuneration (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind

—
shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.

- A. in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part under a federal health care program, or
- B. in return for purchasing, leasing, ordering, or arranging for or recommending purchasing, leasing, or ordering any good, facility, service, or item for which payment may be made in whole or in part under a federal health care program,

4. For items that require prior approval from the awarding office (as indicated in 45 CFR part 75 [Note: § 75.308(d)]):

HRSA has not waived cost-related or administrative prior approvals unless specifically stated in the Notice of Award. You must submit these as a Prior Approval action via HRSA Electronic Handbooks (EHBs).

HRSA only considers responses to prior approval requests signed by the Grants Management Officer to be valid.

If you take action based on responses from other officials, you do so at your own risk. HRSA will not consider such responses binding.

HRSA requires you to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when, under an award where the federal share of the project exceeds the simplified acquisition threshold and the cumulative transfers among direct cost budget categories for the current budget period exceed 25% of the total approved budget (inclusive of direct and indirect costs and federal funds and required matching or cost sharing) for that budget period.

5. HRSA will make payments under this award through the HHS Payment Management System (PMS).

The PMS is a tool to help you draw down funds and file the Federal Financial Report (FFR). The [Division of Payment Management](#), Financial Management Services, Program Support Center, manages the PMS. They will forward instructions for obtaining payments.

Submit direct inquiries about payments:

ONE-DHHS Help Desk for PMS Support at 1-877-614-5533
or PPMSSupport@psc.hhs.gov.

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (i.e. prime contractors and prime grants recipients) must use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements.

Prime contract awardees must report against sub-contracts awarded. Prime grant awardees will report against sub-grants awarded.

The sub-award information you enter in FSRS will display on USASpending.gov associated with the prime award. This furthers federal spending transparency.

6. The HHS Office of the Inspector General (HHS OIG) maintains a hotline for receiving information concerning fraud, waste, or abuse in HRSA programs, including grants and cooperative agreements.

HHS OIG keeps the reports confidential. Callers may choose to remain anonymous.

To submit a complaint:

1. Visit [Tips at HHS Office of Inspector General](#)
2. Call 1-800-HHS-TIPS (1-800-447-8477) or TTY at 1-800-377-4950
3. Send a fax to 1-800-223-8164
4. Send via mail:
U.S. Department of Health and Human Services
Office of Inspector General
Attention: OIG HOTLINE OPERATIONS
P.O. Box 23489
Washington, DC 20026

7. Recipients, other than for-profit organizations, required to have audits in accordance with 45 CFR part 75, Subpart F (See § 75.501) must submit the audit reports to the [Federal Audit Clearinghouse](#).

Commercial organizations required to have audits are to submit the audit reports directly to HRSA at SARFollowUp@hrsa.gov.

8. This award is subject to the requirements of [Section 1557 of the Patient Protection and Affordable Care Act](#).

You must ensure that your programs are accessible to people with limited English proficiency. HHS provides guidance to recipients of federal financial assistance on meeting their legal obligation to take reasonable steps to provide meaningful access to their programs by people with limited English proficiency.

- [Fact Sheet on Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient \(LEP\) Persons](#)
- [Limited English Proficiency \(LEP.gov\)](#)
- [The National Culturally and Linguistically Appropriate Services \(CLAS\) Standards](#)

9. This award is subject to the requirements of [§ 106\(g\) of the Trafficking Victims Protection Act of 2000, as amended \(22 U.S.C. § 7104\)](#).

10. The Consolidated Appropriations Act, 2022, § 202, (P.L 117-103), enacted March 15, 2022, restricts the amount of direct salary that may be paid to an individual under a HRSA grant or cooperative agreement to a rate no greater than Executive Level II of the Federal Executive Pay Scale.

Effective January 2022, the Executive Level II salary level is \$203,700. This amount reflects an individual's base salary exclusive of fringe benefits.

An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may earn outside the applicant organization duties.

You may not use HRSA funds to pay a salary in excess of this rate. This salary limitation also applies to subrecipients under a HRSA grant or cooperative agreement.

The salary limitation does not apply to payments made to consultants under this award; although, as with all costs, those payments must meet the test of reasonableness and be consistent with the recipient's institutional policy.

Note: an individual's base salary, per se, is not constrained by the statutory provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements.

For individuals whose salary rates are in excess of Executive Level II, the non-federal entity may pay the excess from non-federal funds.

11. To serve people most in need and to comply with federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin, or religion.

The [HHS Office of Civil Rights \(OCR\)](#) provides guidance on complying with civil rights laws that prohibit discrimination on these bases. HHS also provides specific guidance for recipients on meeting legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive federal financial assistance (42 U.S.C. § 2000d, and implementing regulations at 45 CFR part 80).

In some instances, failure to provide [language assistance services](#) may have the effect of discriminating against people based on their national origin.

12. Your information in the [System for Award Management \(SAM\)](#) must be accurate/current at all times, especially when you have an active award or an application or plan under consideration by HRSA. This does not apply if you are exempt from this requirement under 2 CFR § 25.110.

You must review and update the information at least once a year after the initial registration to remain active, and more frequently if required by changes in the information.

This requirement flows down to subrecipients and contractors under awards or subawards.

13. HRSA established a [Federal Financial Assistance Conflict of Interest Policy \(COI Policy\)](#) pursuant to 45 CFR § 75.112.

If you receive federal assistance from HRSA, you must comply with the HRSA written policy on conflict of interest.

If you conduct activities supported by grant funding through subrecipients (including subawards under 45 CFR § 75.351), you must take reasonable steps to ensure that these organizations or individuals also comply with this conflict of interest policy. They must notify you directly of any actual or perceived conflicts of interest.

HRSA strongly advises you to familiarize yourself with the COI policy, which contains specific prohibitions of awardee and subawardee conflicts of interest.

14. 45 CFR § 75.113 Mandatory disclosures.

Applicants and non-federal entities must disclose all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Subrecipients must disclose all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

HRSA's Mailing Address:

Department of Health and Human Services
Health Resources and Services Administration
Office of Federal Assistance Management
Division of Grants Management Operations
5600 Fishers Lane, Mailstop 10SWH-03
Rockville, MD 20879

HHS OIG's Mailing Address:

U.S. Department of Health and Human Services
Office of 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)
Email: MandatoryGranteeDisclosures@oig.hhs.gov

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

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

Non-federal entities that have received a federal award must report certain civil, criminal, or administrative proceedings as set forth in 45 CFR part 75 Appendix XII

to www.SAM.gov. Recipient integrity and performance matters.

If the total federal share of the award is more than \$500,000 over the period of performance, Appendix XII to 45 CFR part 75 is applicable to this award.

- You must do this in a timely manner.
- You must do this in writing to the HHS awarding agency.
- You must submit a copy to the HHS Office of Inspector General (OIG).
- You must do this in writing to the prime recipient (pass through entity).

15. Prohibition on certain telecommunications and video surveillance services or equipment.

As described in 2 CFR § 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115- 232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - Telecommunications or video surveillance services provided by such entities or using such equipment.
 - Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

16. You must administer your project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with

civil rights laws enforced by HHS. See information for [Providers of Health Care](#) and Social Services and the [HHS Nondiscrimination Notice](#).

- You must take reasonable steps to ensure your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see the [Fact Sheet on Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient \(LEP\) Persons](#) and [lep.gov](#).
- For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see [Discrimination on the Basis of Disability](#).
- HHS funded health and education programs must be administered in an environment free of sexual harassment. See [Discrimination on the Basis of Sex](#).
- For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see [Conscience Protections for Health Care Providers](#) and [Religious Freedom](#).

17. **Certificate of Confidentiality:** Institutions and investigators are responsible for determining whether research they conduct is subject to Section 301(d) of the Public Health Service (PHS) Act. Section 301(d), as amended by Section 2012 of the 21st Century Cures Act, P.L. 114-255 (42 U.S.C. 241(d)), states that the Secretary shall issue Certificates of Confidentiality (Certificates) to persons engaged in biomedical, behavioral, clinical, or other research activities in which identifiable, sensitive information is collected. In furtherance of this provision, HRSA-supported research commenced or ongoing after December 13, 2016 in which identifiable, sensitive information is collected, as defined by Section 301(d), is deemed issued a Certificate and therefore required to protect the privacy of individuals who are subjects of such research. Certificates issued in this manner will not be issued as a separate document, but are issued by application of this term and condition to the award.

Date Last Reviewed: April 2022

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End of Exhibit A.

Title X, GHD 00646 and 00656:

Expectations regarding the provision of family planning services also come from legislative mandates that apply to Title X recipients whose awards are funded by the annual HHS appropriations act. (Consolidated Appropriations Act, 2022, Pub. L. No. 117-103, 136 Stat. 49, 444, 466 (2022)). The following legislative mandates have been part of the Title X appropriations language for the last several years:

- “None of the funds appropriated in this Act may be made available to any entity under title X of the PHS Act unless the applicant for the award certifies to the Secretary [of Health and Human Services] that it encourages family participation in the decision of minors to seek family planning services and that it provides counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities;”
- “Notwithstanding any other provision of law, no provider of services under title X of the PHS Act shall be exempt from any State law requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest.”
- “That amounts provided to said projects under such title shall not be expended for abortions, that all pregnancy counseling shall be nondirective, and that such amounts shall not be expended for any activity (including the publication or distribution of literature) that in any way tends to promote public support or opposition to any legislative proposal or candidate for public office.”

Both the Title X regulations and the OPA Program Priorities included in the PA-FPH-22-001 NOFO and FY 2022 NOA require Title X recipients to provide quality family planning services that are consistent with nationally recognized standards of care. Nationally recognized standards of care include *Providing Quality Family Planning Services: Recommendations from Centers for Disease Control and Prevention (CDC) and the U.S. Office of Population Affairs (QFP)* as well as other nationally recognized standards of care from other governmental institutions and national medical associations.

Title X recipients must:

1. Not provide abortion as a method of family planning as part of the Title X project. (Section 1008, PHS Act; Consolidated Appropriations Act, 2022, Pub. L. No. 117-103, 136 Stat. 49, 444 (2022); 42 CFR § 59.5(a)(5))
2. Prohibit providing services that directly facilitate the use of abortion as a method of family planning, such as providing transportation for an abortion, explaining and obtaining signed abortion consent forms from clients interested in abortions, negotiating

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a reduction in fees for an abortion, and scheduling or arranging for the performance of an abortion, promoting or advocating abortion within Title X program activities, or failing to preserve sufficient separation between Title X program activities and abortion-related activities. (65 Fed. Reg. 41281 (July 3, 2000))

3. 3. Prohibit promoting or encouraging the use of abortion as a method of family planning through advocacy activities such as providing speakers to debate in opposition to anti-abortion speakers, bringing legal action to liberalize statutes relating to abortion, or producing and/or showing films that encourage or promote a favorable attitude toward abortion as a method of family planning. Films that present only neutral, factual information about abortion are permissible. A Title X project may be a dues paying participant in a national abortion advocacy organization, so long as there are other legitimate program-related reasons for the affiliation (such as access to certain information or data useful to the Title X project). A Title X project may also discuss abortion as an available alternative when a family planning method fails in a discussion of relative risks of various methods of contraception. (65 Fed. Reg. 41281, 41282 (July 3, 2000))

4. Ensure that non-Title X abortion activities are separate and distinct from Title X project activities. Where recipients conduct abortion activities that are not part of the Title X project and would not be permissible if they were, the recipient must ensure that the Title X-supported project is separate and distinguishable from those other activities. What must be looked at is whether the abortion element in a program of family planning services is so large and so intimately related to all aspects of the program as to make it difficult or impossible to separate the eligible and non-eligible items of cost. The Title X project is the set of activities the recipient agreed to perform in the relevant grant documents as a condition of receiving Title X funds. A grant applicant may include both project and non-project activities in its grant application, and, so long as these are properly distinguished from each other and prohibited activities are not reflected in the amount of the total approved budget, no problem is created. Separation of Title X from abortion activities does not require separate recipients or even a separate health facility, but separate bookkeeping entries alone will not satisfy the spirit of the law. Mere technical allocation of funds, attributing federal dollars to non-abortion activities, is not a legally supportable avoidance of section 1008. Certain kinds of shared facilities are permissible, so long as it is possible to distinguish between the Title X supported activities and non-Title X abortion-related activities: i. a common waiting room is permissible, as long as the costs properly pro-rated,

ii. common staff is permissible, so long as salaries are properly allocated, and all abortion related activities of the staff members are performed in a program which is entirely separate from the Title X project,

iii. a hospital offering abortions for family planning purposes and also housing a Title X project is permissible, as long as the abortion activities are sufficiently separate from the Title X project, and

Exhibit B: Grant Conditions

iv. maintenance of a single file system for abortion and family planning patients is permissible, so long as costs are properly allocated. (65 Fed. Reg. 41281, 41282 (July 3, 2000))

5. A Title X project may not provide pregnancy options counseling which promotes abortion or encourages persons to obtain abortion, although the project may provide patients with complete factual information about all medical options and the accompanying risks and benefits. While a Title X project may provide a referral for abortion, which may include providing a patient with the name, address, telephone number, and other relevant factual information (such as whether the provider accepts Medicaid, charges, etc.) about an abortion provider, the project may not take further affirmative action (such as negotiating a fee reduction, making an appointment, providing transportation) to secure abortion services for the patient. (65 Fed. Reg. 41281 (July 3, 2000))

6. Where a referral to another provider who might perform an abortion is medically indicated because of the patient's condition or the condition of the fetus (such as where the woman's life would be endangered), such a referral by a Title X project is not prohibited by section 1008 and is required by 42 CFR § 59.5(b)(1). The limitations on referrals do not apply in cases in which a referral is made for medical indications. (65 Fed. Reg. 41281 (July 3, 2000)).

1. Salary Limitation (Further Consolidated Appropriations Act, 2022, Div. H, Title II, sec. 202): Recipients ensure that “None of the funds appropriated in the HHS Appropriations Act shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.” The Salary Limitation is based upon the Executive Level II of the Federal Executive Pay Scale. Effective January 2022, the Executive Level II salary is \$203,700. For the purposes of the salary limitation, the direct salary is exclusive of fringe benefits and indirect costs. An individual's direct salary is not constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to the grant or cooperative agreement. A recipient may pay an individual's salary amount in excess of the salary cap with non-federal funds. (Consolidated Appropriations Act, 2022, Pub. L. No. 117-103, 136 Stat. 49, 467 (2022))

2. Reporting Subawards and Executive Compensation: Recipients report each action that obligates \$30,000 or more in federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity, unless they are exempt as

defined in their NOA, Standard Terms. Additional details and the full text of this standard term are available in Appendix D. (2 CFR part 170)

3. Intellectual Property and Data Rights: Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a federal award. The federal government reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so. The awardee is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401. The federal government has the right to: obtain, reproduce, publish, or otherwise use the data produced under this award; and authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes. (43 CFR § 75.322)

4. Acknowledgement of Federal Grant Support: Recipients acknowledge federal funding when issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents --such as tool-kits, resource guides, websites, and presentations (hereafter "statements")--describing the projects or programs funded in whole or in part with HHS federal funds, the recipient must clearly state the percentage and dollar amount of the total costs of the program or project funded with federal money and the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources. When issuing statements resulting from activities supported by HHS financial assistance, the recipient entity must include an acknowledgement of federal assistance using one of the following or a similar statement:

5. i. If the HHS Grant or Cooperative Agreement is NOT funded with other non-governmental sources: This [project/publication/program/website, etc.] [is/was] supported by the [full name of the PROGRAM OFFICE] of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funded by [PROGRAM OFFICE]/OASH/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by [PROGRAM OFFICE]/OASH/HHS, or the U.S. Government. For more information, please visit [PROGRAM OFFICE website, if available].

6. ii. The HHS Grant or Cooperative Agreement IS partially funded with other nongovernmental sources: This [project/publication/program/website, etc.] [is/was] supported by the [full name of the PROGRAM OFFICE] of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by [PROGRAM OFFICE]/OASH/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author (s) and do not necessarily represent the official views of, nor an endorsement, by [PROGRAM OFFICE]/OASH/HHS, or the U.S. Government. For more information, please visit [PROGRAM OFFICE website, if available].

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The federal award total must reflect total costs (direct and indirect) for all authorized funds (including supplements and carryover) for the total competitive segment up to the time of the public statement.

Any amendments by the recipient to the acknowledgement statement must be coordinated with the OASH federal project officer and the OASH grants management officer.

If the recipient plans to issue a press release concerning the outcome of activities supported by this financial assistance, it should notify the OASH federal project officer and the OASH grants management officer in advance to allow for coordination.

5. Whistleblower Protections: Recipients are given notice that the 48 CFR § 3.908 (related to the enhancement of contractor employee whistleblower protections), implementing 41 U.S.C. § 4712, as amended (entitled “Enhancement of contractor protection from reprisal for disclosure of certain information”) applies to their Title X award.

6. Reporting of Matters Related to Recipient Integrity and Performance: Recipients refer to their NOA regarding the reporting of matters related to recipient integrity and performance, specifically the general reporting requirement; proceedings about which recipients must report; reporting procedures and frequency; definitions; and disclosure requirements.

7. Advancing Racial Equity and Support for Underserved Communities Through the Federal Government: Administer projects in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>

--You must take reasonable steps to ensure that your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov>.

--For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking

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appropriate steps to provide effective communication, see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.

--HHS funded health and education programs must be administered in an environment free of sexual harassment, see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>.

--For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

8. Trafficking in Persons: Title X recipients are subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) and should refer to their NOA for more information.

1. 9. Prohibition on certain telecommunications and video surveillance services or equipment: Recipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to: i. procure or obtain,
2. ii. extend or renew a contract to procure or obtain, or
3. iii. enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
4. (b) Telecommunications or video surveillance services provided by such entities or using such equipment.
5. (c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country. (2 CFR § 200.216)

Well Woman Health Check, GHD 02045 – 02047:

Boycott of Israel:

Pursuant to A.R.S. § 35-393.01, public entities are prohibited from entering into contracts “unless the contract includes a

written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage

in, a boycott of Materials or Services from Israel.”

Under A.R.S. § 35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended

to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are

taken either:

(a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.

(b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid

business reason.

2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability

partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority owned

subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

Forced Labor of Ethnic Uigurs Ban:

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with

a public entity does not use the forced labor, or use any contractors, subcontractors or suppliers that use the

Exhibit B: Grant Conditions

forced labor or any goods or services produced by the forced labor or any goods or services produced by the

forced labor, of ethnic Uyghurs in the People's Republic of China.

HIV Prevention, GHD 02024: Note that these terms are the same as TB Control and TB DOT

Cost Limitations as stated in Appropriations Acts. Recipients must follow applicable fiscal year appropriations law in effect at the time of award. See AR-32 Appropriations Act, General Requirements: <https://www.cdc.gov/grants/additional-requirements/ar-32.html>.

Though Recipients are required to comply with all applicable appropriations restrictions, please find below specific ones of note. CDC notes that the cited section for each below provision may change annually.

A. Cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.

B. Gun Control Prohibition (Div. H, Title II, Sec. 210): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

C. Lobbying Restrictions (Div. H, Title V, Sec. 503):

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive- legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

Exhibit B: Grant Conditions

- 503(b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at <https://www.cdc.gov/grants/additional-requirements/ar-12.html>.

D. Needle Exchange (Div. H, Title V, Sec. 520): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

E. Blocking access to pornography (Div. H, Title V, Sec. 521): (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Prohibition on certain telecommunications and video surveillance services or equipment (Pub. L. 115-232, section 889): For all new, non-competing continuation, renewal or supplemental awards issued on or after August 13, 2020, recipients and subrecipients are prohibited from obligating or expending grant funds (to include direct and indirect expenditures as well as cost share and program funds) to:

1. Procure or obtain,
2. Extend or renew a contract to procure or obtain; or
3. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications

Exhibit B: Grant Conditions

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

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

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

President's Emergency Plan for AIDS Relief (PEPFAR) funding is exempt from the prohibition under Pub. L. 115-232, section 889 until September 30, 2022. During the exemption period, PEPFAR recipients are expected to work toward implementation of the requirements.

Ryan White, GHD 02012:

Terms 2-17 of the attached document, 2022 Standard Terms_HRSA

TB Control and TB DOT, GHD02002 – 02003:

Cost Limitations as stated in Appropriations Acts. Recipients must follow applicable fiscal year appropriations law in effect at the time of award. See AR-32 Appropriations Act, General Requirements: <https://www.cdc.gov/grants/additional-requirements/ar-32.html>.

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- 503(b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

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Exhibit B: Grant Conditions

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Prohibition on certain telecommunications and video surveillance services or equipment (Pub. L. 115-232, section 889): For all new, non-competing continuation, renewal or supplemental awards issued on or after August 13, 2020, recipients and subrecipients are prohibited from obligating or expending grant funds (to include direct and indirect expenditures as well as cost share and program funds) to:

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3. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Exhibit B: Grant Conditions

President's Emergency Plan for AIDS Relief (PEPFAR) funding is exempt from the prohibition under Pub. L. 115-232, section 889 until September 30, 2022. During the exemption period, PEPFAR recipients are expected to work toward implementation of the requirements.

End of Exhibit B.

PIMA COUNTY

Pima County Procurement Department
150 W. Congress St. 5th Fl
Tucson AZ 85701

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Supplier:	Contract Name:
CENTER FOR DISEASE DETECTION LLC 11603 Crosswinds Way Suite 100 San Antonio, TX 78233	Laboratory Services for PCHD Clinical Services

Supplier Contact and Payment Terms:	Shipping Method	Delivery Type	FOB
Phone: +1 (210) 5903033 x214 Email: mike@cddmedical.com Terms: Days:	Vendor Method	Standard Ground	FOB Dest, Freight Prepaid
	Currency	NTE Amount	Used Amount
	USD	375,000.00	0.00

Contract/Amendment Description:

This Supplier Contract is for an initial term of one (1) year in the shared annual award amount of \$375,000.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Health.

Attachment: Offer Agreement

Catalog Items:					
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
1	AFB Smear Fungal, microscopy fungal (CDD)	Each	89.80		
2	AFB Smear Fungal, microscopy fungal (LabCorp)	Each	80.00		
3	AFB Smear Fungal, microscopy fungal (SQL)	Each	53.06		
4	AFB Smear Mycobacterial (LabCorp)	Each	150.00		
5	AFB Smear Mycobacterial (SQL)	Each	53.06		
6	AFB Smear Tubercle (LabCorp)	Each	150.00		
7	AFB Smear Tubercle (CDD)	Each	0.00		
8	AFB Smear Tubercle (SQL)	Each	53.06		
9	Arboviral Antibodies, IgG (LabCorp)	Each	148.00		

This Supplier Contract incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this contract. All transactions and conduct are required to conform to these documents.

PIMA COUNTY

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
10	Arboviral Antibodies, IgG (SQL)	Each	110.00		
11	Arboviral Antibodies, IgM (LabCorp)	Each	153.00		
12	Arboviral Antibodies, IgM (SQL)	Each	110.00		
13	B Pertussis DFA - Smear (LabCorp)	Each	145.60		
14	B Pertussis DFA - Smear (SQL)	Each	355.30		
15	B12 + Folate panel (CDD)	Each	16.50		
16	B12 + Folate panel (LabCorp)	Each	17.20		
17	B12 + Folate panel (SQL)	Each	127.45		
18	BUN (CDD)	Each	3.30		
19	BUN (LabCorp)	Each	3.40		
20	BUN (SQL)	Each	15.36		
21	CBC with Differential (CDD)	Each	7.00		
22	CBC with Differential (LabCorp)	Each	3.90		
23	CBC with Differential (SQL)	Each	2.61		
24	Chlamydia/ Gonorrhea, Amplified Urine - combo (CDD)	Each	17.50		
25	Chlamydia/ Gonorrhea, Amplified Urine - combo (LabCorp)	Each	43.70		
26	Chlamydia/ Gonorrhea, Amplified Urine - combo (SQL)	Each	103.95		
27	Chlamydia/ Gonorrhea, Amplified; rectal, pharyngeal, or vaginal swab - clinician or self collected (CDD)	Each	17.50		

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
28	Chlamydia/ Gonorrhea, Amplified; rectal, pharyngeal, or vaginal swab - clinician or self collected (LabCorp)	Each	43.70		
29	Chlamydia/ Gonorrhea, Amplified; rectal, pharyngeal, or vaginal swab - clinician or self collected (SQL)	Each	103.95		
30	Cocci - immunodiffusion (CDD)	Each	41.60		
31	Cocci - immunodiffusion (LabCorp)	Each	41.60		
32	Cocci - immunodiffusion	Each	132.00		
33	Coccidioides Antibodies Panel (IgG, IgM) (CDD)	Each	99.00		
34	Coccidioides Antibodies Panel (IgG, IgM) (LabCorp)	Each	41.60		
35	Coccidioides Antibodies Panel (IgG, IgM) (SQL)	Each	21.63		
36	Collection of blood by venipuncture (LabCorp)	Each	8.50		
37	Collection of blood by venipuncture (SQL)	Each	12.05		
38	Collection of capillary blood specimen (LabCorp)	Each	8.50		
39	Collection of capillary blood specimen (SQL)	Each	16.50		
40	Colposcopy - Tissue Biopsy Level IV- single sample for single patient per order (CDD)	Each	40.00		
41	Colposcopy - Tissue Biopsy Level IV- single sample for single patient per order (LabCorp)	Each	66.95		
42	Colposcopy - Tissue Biopsy Level IV- single sample for single patient per order (SQL)	Each	101.23		

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
43	Colposcopy - Tissue Biopsy Level IV- two to four samples for single patient per order (CDD)	Each	80.00		
44	Colposcopy - Tissue Biopsy Level IV- two to four samples for single patient per order (LabCorp)	Each	66.95		
45	Colposcopy - Tissue Biopsy Level IV- two to four samples for single patient per order (SQL)	Each	101.23		
46	Colposcopy - Tissue Biopsy Level V- single sample for single patient per order (CDD)	Each	50.00		
47	Colposcopy - Tissue Biopsy Level V- single sample for single patient per order (LabCorp)	Each	66.95		
48	Colposcopy - Tissue Biopsy Level V- single sample for single patient per order (SQL)	Each	249.08		
49	Colposcopy - Tissue Biopsy Level V- two to four samples for single patient per order (CDD)	Each	50.00		
50	Colposcopy - Tissue Biopsy Level V- two to four samples for single patient per order (LabCorp)	Each	66.95		
51	Colposcopy - Tissue Biopsy Level V- two to four samples for single patient per order (SQL)	Each	249.08		
52	Creatinine (CDD)	Each	4.40		
53	Creatinine (LabCorp)	Each	3.40		
54	Creatinine	Each	15.35		
55	Culture, Blood (CDD)	Each	22.00		

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
56	Culture, Blood (LabCorp)	Each	40.00		
57	Culture, Blood (SQL)	Each	54.05		
58	Culture, Aerobic Bacteria (CDD)	Each	24.20		
59	Culture, Aerobic Bacteria (LabCorp)	Each	12.00		
60	Culture, Aerobic Bacteria (SQL)	Each	48.05		
61	Culture, B Pertussis (CDD)	Each	91.58		
62	Culture, B Pertussis (LabCorp)	Each	25.00		
63	Culture, B Pertussis (SQL)	Each	355.30		
64	Culture, CSF (CDD)	Each	18.70		
65	Culture, CSF (LabCorp)	Each	52.27		
66	Culture, CSF (SQL)	Each	54.05		
67	Culture, Environmental (CDD)	Each	15.40		
68	Culture, Environmental (LabCorp)	Each	25.00		
69	Culture, Environmental (SQL)	Each	36.04		
70	Culture, Herpes with reflex for typing (CDD)	Each	31.90		
71	Culture, Herpes with reflex for typing (LabCorp)	Each	20.80		
72	Culture, Herpes without reflex typing (CDD)	Each	22.00		
73	Culture, Herpes without reflex typing (LabCorp)	Each	20.80		
74	Culture, Legionella (CDD)	Each	23.40		
75	Culture, Legionella (LabCorp)	Each	30.00		
76	Culture, Legionella (SQL)	Each	147.61		
77	Culture, Stool (CDD)	Each	13.75		
78	Culture, Stool (LabCorp)	Each	34.90		

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
79	Culture, Stool (SQL)	Each	162.80		
80	Culture, Upper Respiratory (Nasopharyngeal culture with Gram stain) (CDD)	Each	19.00		
81	Culture, Upper Respiratory (Nasopharyngeal culture with Gram stain) (LabCorp)	Each	8.90		
82	Culture, Upper Respiratory (Nasopharyngeal culture with Gram stain) (SQL)	Each	54.05		
83	EBV Antibody panel (CDD)	Each	99.00		
84	EBV Antibody panel (LabCorp)	Each	47.38		
85	EBV Antibody panel (SQL)	Each	155.93		
86	Electrolyte Panel (CDD)	Each	4.40		
87	Electrolyte Panel (LabCorp)	Each	3.65		
88	Electrolyte Panel (SQL)	Each	3.16		
89	Enterovirus, PCR (CDD)	Each	165.40		
90	Enterovirus, PCR (LabCorp)	Each	165.40		
91	Enterovirus, PCR (SQL)	Each	385.00		
92	Gamma Glutamyl Transferase Test (CDD)	Each	5.50		
93	Gamma Glutamyl Transferase Test (LabCorp)	Each	3.40		
94	Gamma Glutamyl Transferase Test (SQL)	Each	15.36		
95	Glucose (CDD)	Each	4.40		
96	Glucose (LabCorp)	Each	3.40		
97	Glucose (SQL)	Each	28.19		
98	Hemoglobin A1c (CDD)	Each	8.80		

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
99	Hemoglobin A1c (LabCorp)	Each	4.20		
100	Hemoglobin A1c (SQL)	Each	6.18		
101	Hepatic function Panel (CDD)	Each	5.50		
102	Hepatic function Panel (LabCorp)	Each	4.00		
103	Hepatic function Panel (SQL)	Each	3.21		
104	Hepatic Panel (A, B, C) (CDD)	Each	44.00		
105	Hepatic Panel (A, B, C) (LabCorp)	Each	135.45		
106	Hepatitis A IgM Antibody (CDD)	Each	11.00		
107	Hepatitis A IgM Antibody (LabCorp)	Each	9.90		
108	Hepatitis A IgM Antibody (SQL)	Each	54.05		
109	Hepatitis A Total (CDD)	Each	11.00		
110	Hepatitis A Total (LabCorp)	Each	8.00		
111	Hepatitis A Total (SQL)	Each	65.77		
112	Hepatitis B Surface Antigen (CDD)	Each	11.00		
113	Hepatitis B Surface Antigen (LabCorp)	Each	28.60		
114	Hepatitis B Surface Antigen (SQL)	Each	46.26		
115	Hepatitis C Antibody (CDD)	Each	11.00		
116	Hepatitis C Antibody (LabCorp)	Each	9.27		
117	Hepatitis C Antibody (SQL)	Each	72.07		
118	Hepatitis Panel (A, B, C) (SQL)	Each	226.44		
119	HIV 1/2 combo IgG (CDD)	Each	31.00		

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
120	HIV 1/2 combo IgG (LabCorp)	Each	37.85		
121	HIV 1/2 combo IgG (SQL)	Each	76.40		
122	HIV 4th generation assay with EIA (CDD)	Each	12.50		
123	HIV 4th generation assay with EIA (LabCorp)	Each	20.80		
124	HIV 4th generation assay with EIA (SQL)	Each	76.40		
125	HIV Ag/Ab combo (CDD)	Each	12.50		
126	HIV Ag/Ab combo (LabCorp)	Each	20.80		
127	HIV Ag/Ab combo (SQL)	Each	76.40		
128	HIV-1 RNA Quantitative PCR (CDD)	Each	137.50		
129	HIV-1 RNA Quantitative PCR (LabCorp)	Each	109.30		
130	HIV-1 RNA Quantitative PCR (SQL)	Each	308.00		
131	HIV-1 RNA Reflex to Genosure Prime (CDD)	Each	137.50		
132	HIV-1 RNA Reflex to Genosure Prime (LabCorp)	Each	110.25		
133	HIV-1 RNA Reflex to Genosure Prime (SQL)	Each	308.00		
134	HPV with Thin Prep Media (CDD)	Each	45.00		
135	HPV with Thin Prep Media (SQL)	Each	94.71		
136	HPV with Thin Prep Media	Each	46.80		
137	HSV Type 2 IgG, Type Specific Ab (CDD)	Each	15.00		
138	HSV Type 2 IgG, Type Specific Ab (LabCorp)	Each	22.66		
139	HSV Type 2 IgG, Type Specific Ab (SQL)	Each	161.70		
140	Immunohistochemistry (IHC) Stain - Cervical (CDD)	Each	50.00		

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PIMA COUNTY

Pima County Procurement Department
 150 W. Congress St. 5th Fl
 Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2500000557
Contract Start Date	10-14-2025
Contract End Date	10-13-2026
Payment Type	Warrant/Check
Buyer	Justin Mink
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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
141	Influenza culture (viral with typing) (CDD)	Each	39.60		
142	Influenza culture (viral with typing) (LabCorp)	Each	96.00		
143	Influenza culture (viral with typing) (SQL)	Each	357.50		
144	Influenza(Aor B) PCR (CDD)	Each	220.00		
145	Influenza(Aor B) PCR (LabCorp)	Each	100.80		
146	Influenza(Aor B) PCR (SQL)	Each	355.30		
147	Leep Tissue Biopsy (CDD)	Each	50.00		
148	Legionella culture (CDD)	Each	23.40		
149	Legionella culture (LabCorp)	Each	30.00		
150	Legionella culture (SQL)	Each	147.61		
151	Leptospira culture (SQL)	Each	393.94		
152	Lipid Panel (CDD)	Each	9.90		
153	Lipid Panel (LabCorp)	Each	4.70		
154	Lipid Panel (SQL)	Each	42.74		
155	Listeria culture (CDD)	Each	32.30		
156	Listeria culture (LabCorp)	Each	8.10		
157	Measles Antibody IgG (Rubeola) (LabCorp)	Each	11.50		
158	Measles Antibody IgG (Rubeola) (CDD)	Each	14.30		
159	Measles Antibody IgG (Rubeola) (SQL)	Each	64.78		
160	Measles IgM (CDD)	Each	33.00		
161	Measles IgM (LabCorp)	Each	45.00		
162	Measles IgM (SQL)	Each	104.50		
163	Metabolic Panel, Comprehensive (CDD)	Each	8.80		
164	Metabolic Panel, Comprehensive (LabCorp)	Each	4.70		

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
165	Metabolic Panel, Comprehensive (SQL)	Each	3.37		
166	MMR Titer 1 (CDD)	Each	33.55		
167	MMR Titer 1 (LabCorp)	Each	29.70		
168	MMR Titer 1 (SQL)	Each	189.52		
169	Mumps IgM (CDD)	Each	27.50		
170	Mumps IgM (LabCorp)	Each	33.30		
171	Mumps IgM (SQL)	Each	94.71		
172	Mumps Virus Antibody IgG (CDD)	Each	11.00		
173	Mumps Virus Antibody IgG (LabCorp)	Each	10.40		
174	Mumps Virus Antibody IgG (SQL)	Each	84.32		
175	NAAT (from culture or directly from sputum specimen) (CDD)	Each	108.97		
176	NAAT (from culture or directly from sputum specimen) (LabCorp)	Each	40.10		
177	Norovirus, PCR (CDD)	Each	187.20		
178	Norovirus, PCR (LabCorp)	Each	189.00		
179	Norovirus, PCR (SQL)	Each	355.30		
180	Ova & Parasite, Stool (LabCorp)	Each	13.80		
181	Ova & Parasite, Stool (SQL)	Each	95.17		
182	Ova & Parasite, Stool (CDD)	Each	19.80		
183	Pap with reflex HPV (oncogenic type) DNA for ASCUS results on pap (CDD)	Each	17.50		
184	Pap with reflex HPV (oncogenic type) DNA for ASCUS results on pap (LabCorp)	Each	33.30		

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
185	Pap with reflex HPV (oncogenic type) DNA for ASCUS results on pap (SQL)	Each	135.14		
186	Pap with Roche Cobas HPV Test - High Risk HPV with 16/18 Genotype (CDD)	Each	62.50		
187	Pap with Roche Cobas HPV Test - High Risk HPV with 16/18 Genotype (LabCorp)	Each	147.70		
188	Pap with Roche Cobas HPV Test - High Risk HPV with 16/18 Genotype (SQL)	Each	104.50		
189	Pap, Conventional (LabCorp)	Each	22.00		
190	Pap, Conventional (SQL)	Each	40.43		
191	Pap, Liquid based (LabCorp)	Each	26.00		
192	Pap, Liquid based (CDD)	Each	17.50		
193	Pap, Liquid based (SQL)	Each	40.43		
194	QuantiFERON - TB Gold Test (QTF-G) (CDD)	Each	104.50		
195	QuantiFERON - TB Gold Test (QTF-G) (LabCorp)	Each	50.00		
196	QuantiFERON - TB Gold Test (QTF-G) (SQL)	Each	70.94		
197	RPR (LabCorp)	Each	4.20		
198	RPR (SQL)	Each	15.64		
199	RPR (CDD)	Each	7.50		
200	RPR titer and reflex TP-PA (SQL)	Each	15.64		
201	RPR titer and reflex TP-PA (CDD)	Each	7.50		
202	RPR titer and reflex TP-PA (LabCorp)	Each	4.20		
203	RSV - immunoassay (CDD)	Each	26.00		

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
204	RSV - immunoassay (LabCorp)	Each	26.00		
205	RSV - immunoassay (SQL)	Each	357.50		
206	Rubella IgG, IgM (CDD)	Each	11.00		
207	Rubella IgG, IgM (LabCorp)	Each	21.90		
208	Rubella IgG, IgM (SQL)	Each	240.36		
209	Salmonella typing (CDD)	Each	18.70		
210	Salmonella typing (LabCorp)	Each	11.50		
211	Salmonella typing (SQL)	Each	32.27		
212	Sensitivities to first line agents (INH, streptomycin, rifampin, ethambutol minimally) (CDD)	Each	130.00		
213	Sensitivities to first line agents (INH, streptomycin, rifampin, ethambutol minimally) (LabCorp)	Each	130.00		
214	Syphilis (CDD)	Each	10.00		
215	Syphilis (LabCorp)	Each	11.50		
216	Syphilis (SQL)	Each	33.00		
217	Thyroid Stimulating Hormone (TSH) (CDD)	Each	7.15		
218	Thyroid Stimulating Hormone (TSH) (LabCorp)	Each	6.30		
219	Thyroid Stimulating Hormone (TSH) (SQL)	Each	34.65		
220	TP-PA (CDD)	Each	7.50		
221	TP-PA (LabCorp)	Each	11.50		
222	TP-PA (SQL)	Each	118.80		
223	Urine for AFB (LabCorp)	Each	80.00		
224	Urine for AFB (SQL)	Each	53.06		
225	Varicella Zoster IgG (CDD)	Each	19.80		

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
226	Varicella Zoster IgG (LabCorp)	Each	12.50		
227	Varicella Zoster IgG (SQL)	Each	61.27		
228	Varicella Zoster IgM (CDD)	Each	33.00		
229	Varicella Zoster IgM (LabCorp)	Each	18.80		
230	Varicella Zoster IgM (SQL)	Each	114.40		
231	Viral cultures (i.e. Rubella- Throat or naso pharyngeal culture) (CDD)	Each	78.00		
232	Viral cultures (i.e. Rubella- Throat or naso pharyngeal culture) (LabCorp)	Each	83.20		
233	Viral cultures (i.e. Rubella- Throat or naso pharyngeal culture) (SQL)	Each	54.05		
234	West Nile Virus - PCR (CDD)	Each	78.60		
235	West Nile Virus - PCR (LabCorp)	Each	248.00		
236	West Nile Virus - PCR (SQL)	Each	357.50		

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OFFER AGREEMENT

1. PURPOSE

This contract establishes a system-generated form Supplier Contract ("SC") for Contractors to provide Pima County ("County") with Laboratory Services for Pima County Health Department Clinical Services on an "as required basis" by issue of Delivery Order ("DO").

The established SC will be issued to all Contractors awarded on this contract. County will order Good/Services from the Contractor on the contract offering best value to County. Should that Contractor be unable to provide the Good/Service at the time requested, County will then order the Good/Service from another Contractor available on the contract.

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The SC will document the commencement date of the contract and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised SC document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS

The Contractor certifies that it is competent, willing, and responsible for performing the services or providing the products in accordance with the requirements of this contract.

Contractor will check appropriate response below and provide requested documents. Failure to check appropriate response and provide copies of requested documents may cause the offer to be rejected and deemed non-responsive:

1	<p>Contractor possesses and will maintain during the life of the contract a Clinical Laboratory Improvement Amendments ("CLIA") Level Certification commensurate with the level of testing being performed (High Complexity).</p> <p>Please attach one (1) copy of your CLIA High Level Complexity Certificate of Accreditation. Certificate will show:</p> <ul style="list-style-type: none">• CLIA Certificate of Accreditation Number• Effective date• Expiration date• Contractor's Lab name and address• Issuing agency	<div style="display: flex; justify-content: space-around;"><div><input checked="" type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div>
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4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

4.1. Supplies and Equipment

4.1.1. Provide laboratory testing supplies free of charge, including requisition slips or access to electronic means for ordering supplies for any lab specimen collection. Contractor shall provide to each Clinical Site listed all equipment and/or supplies necessary for the collection and preparation of specimens, including mailing packages or supplies needed for delivery of specimens from the Clinical Site to the Contractor. The contractor(s) will provide these materials within ten (10) days of award.

4.1.2. Supplies and equipment will be replenished by Contractor as necessary to ensure each clinical site inventory is not depleted and specimen collection tasks are not interrupted.

4.1.3. Outdated/expired supplies will be returned to Laboratory/Supplier and replaced.

4.1.4. Contractor will provide instructions for storing supplies to designated PCHD personnel as required at all Clinical Site locations.

4.2. Shipping/Collection

4.2.1. Contractor will perform training to designated PCHD personnel, as necessary, under the appropriate programs regarding collection methods and proper handling of specimens.

4.2.2. Contractor shall either collect specimens or provide for shipment from each Clinical Site per a mutually agreed upon schedule.

4.2.3. The cost of shipping should be included in the unit price for each lab.

4.2.4. Contractor will provide STAT collection, upon request by PCHD, within two (2) hours of request.

4.3. Analysis, Turn-Around Time, and Reporting

- 4.3.1.Expected turnaround time for routine lab results will be five (5) calendar days.
- 4.3.2."STAT" labs will be within one (1) business day except for on a Friday, where the result must be reported to the PCHD clinic by the end of the day.
- 4.3.3.If expected results do not arrive within the specified period, Contractor will provide results upon telephoned request.
- 4.3.4.Lab results will be formatted in a matter that integrates into MEDSIS, eClinicalWorks and EPIC.
- 4.3.5.MEDSIS is a statewide system hosted and supported by the Arizona Department of Health Services for providers and institutions responsible for reporting communicable diseases and for local health departments to conduct disease surveillance. More information about MEDSIS is available at [the AZDHS website linked here.](#)
- 4.3.6.eClinicalWorks is an ambulatory clinical information system, including Electronic Health Record ("EHR") and integrated practice management.
- 4.3.7.EPIC is an EHR and integrated practice management platform.

4.4. Quality Assurance Activities

- 4.4.1.Contractor will maintain quality assurance as prescribed by the United States Food and Drug Administration ("FDA") Clinical Laboratory Improvement Amendments.
- 4.4.2.Contractor will ensure that the Laboratory Pathologist reviews and signs all abnormal pathology results. Examples of which are cytology/histology, paps, and biopsies.

4.5. Other Services/Specifications

- 4.5.1.Laboratory personnel, which includes but is not limited to technicians, technologists, supervisors, and Laboratory Director, must be licensed by the state in which the tests are performed or maintain certification by a national certifying registry as approved by the Federal Government. The Contractor agrees to provide the name, address, and qualifications of Laboratory Director and/or Medical Director.
- 4.5.2.Laboratory personnel must have technical expertise in testing procedures being completed. For example, Medical Technologist (Clinical Laboratory Scientist) for Moderate and High Complexity testing or a degree in the laboratory specialty.
- 4.5.3.Contractor will provide a dedicated administrator and alternate to communicate with Clinical Sites, orally and in writing.

4.6. Health Insurance Portability and Accountability Act (HIPAA)

- 4.6.1.Compliance is required with HIPAA and any other applicable Federal rules and regulations.
- 4.6.2.The parties acknowledge that County's Health Department is a "covered entity" as defined in 45 CFR 160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will be required to comply with the provisions of HIPAA with respect to safeguarding the privacy and confidentiality of protected health information. Contractor acknowledges that it may obtain confidential personal health information of patients of County in the course of Contractor's performance under the terms of this Agreement. "Confidential personal health information" includes information that could be used to identify a patient, information pertaining to the patient's care, treatment or experience in County's program, and information pertaining to the cost of, payment for, or collections activities related to the patient's care, treatment and experience in County's program. Contractor agrees to maintain the privacy and confidentiality of information it may obtain in the course of its performance under this Agreement. Contractor agrees that:
 - 4.6.2.1. Any confidential personal health information that Contractor may obtain shall remain the sole property of County; and
 - 4.6.2.2. Contractor shall establish and maintain procedures and controls that are acceptable to County to assure that no confidential personal health information contained in its records or obtained from County or from others in carrying out its functions under this Agreement shall be used by or disclosed by Contractor, its agents, officers, employees or subcontractors, except as required in the performance of its obligations under the terms of this Agreement; and
 - 4.6.2.3. Contractor shall not remove any confidential personal health information from County premises; and
 - 4.6.2.4. Any other information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of its duties under this Agreement, or to County.

4.7. Business Process Flow for Products/Services

4.7.1. Contractor must be able to receive delivery orders by email or fax.

4.7.2. If expected results do not arrive within the specified period, Supplier will provide results upon telephoned request.

4.7.3. County is not responsible financially for Contractor error in blood draws, running tests, or reporting, etc.

4.8. Grant Conditions

As applicable, at no additional cost to County, Contractor agrees to comply with all requirements included in the attached Exhibit A: Health Resources & Services Administration Standard Terms (7 pages) and Exhibit B: Grant Conditions (13 pages).

5. SUSTAINABILITY

In accordance with Board of Supervisors Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** any of the following that your business incorporates:

- ☒ Waste prevention/reduction or material recycling/reuse.
- ☐ Alternative energy/fuels (such as solar/wind energy; biodiesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration.
- ☒ Environmentally preferable materials (such as recycled materials; locally produced/manufactured products).
- ☒ Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules).
- ☒ Other practices which coincide with County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County).

6. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offers and execute this contract by issuing an SC (recurring requirements) to be effective on the document's date of issue without further action by either party. The SC will include the term of the contract.

Pursuant to the executed SC, County departments requiring the goods or services described herein will issue a DO to the Contractor. County will furnish the DO to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

Contractor must not supply materials or services that are not specified on the SC and are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract amendment that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to County's Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

7. ACCEPTANCE OF GOODS & SERVICES

The County Department designated on the issued order DO will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

8. COMPENSATION & PAYMENT

The SC will establish the contractual unit pricing and Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract, and neither the NTE Amount nor unit pricing can be altered without amendment. For this contract, the NTE Amount is shared between each Contractor awarded. The sum total of County payments to all Contractors cannot exceed the established NTE Amount, regardless of the independent

total of each Contractor. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

8.1. Unit Prices (Net 30-day Payment Terms)

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this contract, which includes the Offer Agreement and the Standard Terms and Conditions. County will make no payments for items not in the contract and Contractor will not invoice them.

Contractor will complete all pricing for services found in Exhibit C: Unit Prices. Exhibit C will be submitted by Offeror alongside submission of Offer Agreement.

Quantities in this solicitation are estimates only. County may increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the contract. County is not responsible for Contractor inventory or order commitment.

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully include State and City sales tax, County will pay such taxes as are **DIRECTLY** applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

8.2. Price Warranty and Trade-In Allowance

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-In property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

8.3. Price Escalation

All unit prices shall consider/provide for current economic and market conditions and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request ("PER") per term.** The PER must be submitted not later than 90 days prior to the contract renewal date and must clearly demonstrate justification for the increase in price, such as continued and significant changes in economic and/or market conditions justifying any requested price escalation. The PER must reference/cite any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. County will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the PER is in the County's best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

8.4. Living Wage

All pricing will conform to Pima County's Living Wage Ordinance 2002-1 if applicable, including required annual adjustments of the wage.

8.5. Additional Items and/or Services

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for County must include the supplier's/manufacture's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to County i.e. $\text{Manufacturer's List Price} - (\text{List price} \times \text{Discount \%}) =$

Discounted Unit Price. The resulting Unit Prices must be of similar discount off List Prices for those items specifically included above. Item Unit Prices above will govern in case of conflict with the Master Price List.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously listed unit pricing.

8.6. Standard Payment Term

Net 30, effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

8.7. Optional Early Payment Discount Term

Pima County Administrative Procedure No. 22-35 Section 2.2.4 describes County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO to County's Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount: N/A % if payment tendered within N/A Days as indicated above.

8.8. Invoicing

Contractor will submit Request(s) for Payment or Invoices to the location and entity identified by County's DO document.

All Invoice documents will reference County's DO number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, **AND** unit of measure included in County's order document for **ALL** Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

9. SUPPLIER RECORD MAINTENANCE

9.1. Pima County Supplier Record

Contractor must establish and maintain a complete Pima County Supplier record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through vendors@pima.gov.

9.2. BidNet Vendor Record

Contractor must establish and maintain an active BidNet Vendor record, The record must be registered with a valid and monitored email address for Contractor. Use of BidNet by Contractor may be governed by terms and conditions as determined by BidNet, and County is not a party to any agreement formed by Contractor's use of the BidNet platform.

10. DELIVERY

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Standard Terms and Conditions and to the location(s) on the DO document.

	Pima County Health Department Program	Clinical Site	Address/ Pick up Location	Collection Schedule
1	PCHD Clinics	North	3550 N. 1st Ave	1x Daily
		East	6920 E. Broadway	1x Daily
		T. Lee	1493 W. Commerce Ct.	1x Daily
2	Tuberculosis Clinic	TB	2980 E Ajo Way	3x weekly (Monday, Wednesday, Friday)
3	Well Woman Health Check	T. Lee	1493 W. Commerce Ct.	2x weekly (Tuesday & Thursday)
4	Epidemiology	Abrams	2980 E. Ajo Way	PRN/ STAT

Contractor guarantees delivery of product or service in less than five (5) calendar days after receipt of specimen. For "STAT" labs, turnaround must occur within one (1) business day, except for on a Friday, when the result must be reported to the requesting Pima County Clinic by the end of the day. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

11. TAXES, FEES, EXPENSES

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

12. OTHER DOCUMENTS

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. RFQ-2400001476 including the RFQ, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

13. INSURANCE

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

13.1. Minimum Scope and Limits of Insurance

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the

performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

13.1.1. Commercial General Liability (CGL)

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

13.1.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

13.1.3. Workers' Compensation (WC) and Employers' Liability

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

13.1.4. Medical and Professional Liability (E&O) Insurance

This insurance is required when the Medical and Professional Liability or any other coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

In the event that the Medical and Professional Liability insurance required by this contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under section 13.2.1.

13.1.5. Network Security (Cyber)/Privacy Insurance

Coverage shall have minimum limits not less than \$2,000,000 Each Claim with a \$2,000,000 Annual Aggregate. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss. In the event that the Network Security and Privacy Liability insurance required by this contract is written on a claims-made basis, Contractor must warrant that either continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section, or an extended discovery period will be exercised for a period of two (2) years beginning at the time of work under this contract is completed.

13.2. Additional Insurance Requirements

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

13.2.1. Claims-Made Insurance Coverage

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

13.2.2. Additional Insured Endorsement

The General Liability, Business Automobile, Medical and Professional Liability (E&O) Insurance, Network Security & Privacy Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

13.2.3. Subrogation Endorsement

The General Liability, Business Automobile Liability, Workers' Compensation and Medical and Professional Liability (E&O) Insurance, and Network Security(Cyber)/Privacy Insurance Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

13.2.4. Primary Insurance Endorsement

Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

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

13.2.6. Subcontractors

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

13.3. Notice of Cancellation

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

13.4. Verification of Coverage

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

- County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate;
- A notation of policy deductibles or SIRs relating to the specific policy; and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

13.4.1. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

13.4.2. All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

13.5. Approval and Modifications

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or

County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

14. PERFORMANCE BOND

Not applicable to this contract.

15. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date

16. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Not applicable to this contract.

Remainder of page left intentionally blank.

17. BID/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME: Sonora Quest Laboratories, LLC

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: 424 S. 56th St.

CITY/STATE/ZIP: Phoenix, AZ 85034

REMIT TO ADDRESS: P.O. Box 29661, Dept. 2059

CITY/STATE/ZIP: Phoenix, AZ 85038-9661

CONTACT PERSON NAME/TITLE: David Skul, Vice President, Growth

PHONE: 602.685.5729

FAX: 602.685.5278

CONTACT PERSON EMAIL ADDRESS: David.Skul@SonoraQuest.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: David.Skul@SonoraQuest.com

CORPORATE HEADQUARTERS ADDRESS: 424 S. 56th St., Phoenix, AZ 85034

WEBSITE: SonoraQuest.com

By signing and submitting the Offer Agreement, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements not 'responsive' and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of an SC document issued by County's Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

SIGNATURE: David Skul

DATE: 04/03/2025

David Skul, Vice President, Growth

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: 602.685.5729 | David.Skul@SonoraQuest.com

County Attorney Contract Approval "As to Form".

PIMA COUNTY STANDARD TERMS AND CONDITIONS

1. WARRANTY

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

2. PACKING

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

3. DELIVERY

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County. Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery. Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

4. SPECIFICATION CHANGES

County may make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

5. INSPECTION

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

6. ACCEPTANCE OF MATERIALS AND SERVICES

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor furnishes items that do not conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the SC or PO and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of God or of the government. If County cancels an SC, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. FRAUD AND COLLUSION

Contractor certifies that no officer or employee of County or of any subdivision thereof has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Offeror in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

9. COOPERATIVE USE OF RESULTING CONTRACT

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the SC, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with any cooperative agreement with another public agency. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements – Authorized Agencies.

10. INTELLECTUAL PROPERTY INDEMNITY

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract and any SC, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

11. INDEMNIFICATION

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any SC, PO or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

12. UNFAIR COMPETITION AND OTHER LAWS

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

13. COMPLIANCE WITH LAWS

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors ("ROC"), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the interpretation and construction of this contract, and the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

14. ASSIGNMENT

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

15. CANCELLATION FOR CONFLICT OF INTEREST

This contract is subject to cancellation pursuant to A.R.S. §§ 38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

16. NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

17. NON-APPROPRIATION OF FUNDS

County may cancel this contract if for any reason County's Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

18. PUBLIC RECORDS

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

19. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as described above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

20. AMERICANS WITH DISABILITIES ACT

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

21. NON-EXCLUSIVE AGREEMENT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

22. TERMINATION

County may terminate any contract and any SC, PO, DO or issued NORFA, in whole or in part, at any time for any reason or no reason, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination, and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted by County before the effective date of the termination.

23. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: SC or PO; DO; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an SC, PO, or DO, if applicable; any other solicitation documents.

24. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Contractor and Contractor officer's, agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under County's Merit System. Contractor is responsible for paying all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

25. BOOK AND RECORDS

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

26. COUNTERPARTS

The parties may execute the SC or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the SC and PO, the signed offer of Contractor and the system-generated SC or other agreement document signed by County are each an original and together constitute a binding SC, if all other requirements for execution are present.

27. AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into the SC or PO. If any court or administrative agency determines that County does not have authority to enter into the SC or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the SC or PO.

28. FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the contract and any SC, PO, or DO to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

29. SUBCONTRACTORS

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

30. SEVERABILITY

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

31. LEGAL ARIZONA WORKERS ACT COMPLIANCE

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §§ 41-4401 and 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

32. CONTROL OF DATA PROVIDED BY COUNTY

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

33. ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

34. FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

35. HEAT INJURY AND ILLNESS PREVENTION AND SAFETY PLAN.

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

36. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS



COLLEGE of AMERICAN
PATHOLOGISTS

CERTIFICATE OF ACCREDITATION

Sonora Quest Laboratories
Main Laboratory
Phoenix, Arizona
Regina B. Van Buren, MD

CAP#: 2220001
CLIA#: 03D0528878

The organization named above meets all applicable standards for accreditation and is hereby accredited by the College of American Pathologists' Laboratory Accreditation Program. Reinspection should occur prior to **March 28, 2026** to maintain accreditation.

Accreditation does not automatically survive a change in director, ownership, or location and assumes that all interim requirements are met.

Kathleen G. Beavis, MD
Chair, Accreditation Committee

Donald S. Karcher, MD, FCAP
President, College of American Pathologists



**CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS**

CERTIFICATE OF ACCREDITATION

LABORATORY NAME AND ADDRESS

SONORA QUEST LABORATORIES LLC
424 S 56TH STREET, STE 100
PHOENIX, AZ 85034

CLIA ID NUMBER

03D0528878

EFFECTIVE DATE

06/14/2023

LABORATORY DIRECTOR

REGINA VAN BUREN

EXPIRATION DATE

06/13/2025

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Gregg Brandush, Director
Division of Clinical Laboratory Improvement & Quality
Quality & Safety Oversight Group
Center for Clinical Standards and Quality

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>	<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
MICROBIOLOGY - BACTERIOLOGY (110)	07/20/1995	IMMUNOHEMATOLOGY - ANTIBODY DETECTION (NON-TRANSFUSION) (530)	07/20/1995
MICROBIOLOGY - MYCOBACTERIOLOGY (115)	12/16/2022	PATHOLOGY - HISTOPATHOLOGY (610)	07/20/1995
MICROBIOLOGY - MYCOLOGY (120)	07/20/1995	PATHOLOGY - CYTOLOGY (630)	06/13/2003
MICROBIOLOGY - PARASITOLOGY (130)	07/20/1995	CLINICAL CYTOGENETICS (900)	08/12/1998
MICROBIOLOGY - VIROLOGY (140)	12/16/2003		
DIAGNOSTIC IMMUNOLOGY - SYPHILIS SEROLOGY (210)	07/20/1995		
DIAGNOSTIC IMMUNOLOGY - GENERAL IMMUNOLOGY (220)	07/20/1995		
CHEMISTRY - ROUTINE CHEMISTRY (310)	07/20/1995		
CHEMISTRY - URINALYSIS (320)	07/20/1995		
CHEMISTRY - ENDOCRINOLOGY (330)	07/20/1995		
CHEMISTRY - TOXICOLOGY (340)	07/20/1995		
HEMATOLOGY (400)	07/20/1995		
IMMUNOHEMATOLOGY - ABO GROUP & RH TYPE (510)	07/20/1995		

**PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.
FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA.**



COLLEGE of AMERICAN
PATHOLOGISTS

CERTIFICATE OF ACCREDITATION

Sonora Quest Laboratories - Yuma
Yuma, Arizona
Osama M. Abdelatif, MD

CAP#: 7230355
CLIA#: 03D1104679

The organization named above meets all applicable standards for accreditation and is hereby accredited by the College of American Pathologists' Laboratory Accreditation Program. Reinspection should occur prior to **March 28, 2026** to maintain accreditation.

Accreditation does not automatically survive a change in director, ownership, or location and assumes that all interim requirements are met.

Kathleen G. Beavis, MD
Chair, Accreditation Committee

Donald S. Karcher, MD, FCAP
President, College of American Pathologists



**CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS**

CERTIFICATE OF ACCREDITATION

LABORATORY NAME AND ADDRESS

SONORA QUEST LABORATORIES-YUMA
2270 S RIDGEVIEW DR, #306
YUMA, AZ 85364

CLIA ID NUMBER

03D1104679

EFFECTIVE DATE

03/02/2025

LABORATORY DIRECTOR

DR. OSAMA M. ABDELATIF

EXPIRATION DATE

03/01/2027

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Gregg Brandush, Director
Division of Clinical Laboratory Improvement & Quality
Quality & Safety Oversight Group
Center for Clinical Standards and Quality

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

LAB CERTIFICATION (CODE)	EFFECTIVE DATE	LAB CERTIFICATION (CODE)	EFFECTIVE DATE
CHEMISTRY - ROUTINE CHEMISTRY (310)	03/02/2011		
CHEMISTRY - URINALYSIS (320)	04/16/2012		
CHEMISTRY - ENDOCRINOLOGY (330)	03/02/2011		
CHEMISTRY - TOXICOLOGY (340)	03/02/2011		
HEMATOLOGY (400)	03/02/2011		

**PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.
FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA.**



COLLEGE of AMERICAN
PATHOLOGISTS

CERTIFICATE OF ACCREDITATION

**Sonora Quest Laboratories of Tucson-Alvernon
Laboratory
Tucson, Arizona
Carlos Cantu, MD**

CAP#: 2668603

CLIA#: 03D0669882

The organization named above meets all applicable standards for accreditation and is hereby accredited by the College of American Pathologists' Laboratory Accreditation Program. Reinspection should occur prior to **March 28, 2026** to maintain accreditation.

Accreditation does not automatically survive a change in director, ownership, or location and assumes that all interim requirements are met.

Kathleen G. Beavis, MD
Chair, Accreditation Committee

Donald S. Karcher, MD, FCAP
President, College of American Pathologists



**CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF ACCREDITATION**

LABORATORY NAME AND ADDRESS
SONORA QUEST LABORATORIES LLC
630 N ALVERNON WAY STE 120
TUCSON, AZ 85711-1808

CLIA ID NUMBER
03D0669882

EFFECTIVE DATE
04/29/2024

LABORATORY DIRECTOR

SAJIT K VINAYAK M.D.

EXPIRATION DATE
04/28/2026

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Monique Spruill
Monique Spruill, Director
Division of Clinical Laboratory Improvement & Quality
Quality & Safety Oversight Group
Center for Clinical Standards and Quality

254 certs2_040224

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>	<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
BACTERIOLOGY (110)	04/29/2002		
MYCOLOGY (120)	12/01/2003		
PARASITOLOGY (130)	04/29/2002		
VIROLOGY (140)	08/17/2021		
GENERAL IMMUNOLOGY (220)	04/29/2002		
ROUTINE CHEMISTRY (310)	04/29/2002		
URINALYSIS (320)	04/29/2002		
ENDOCRINOLOGY (330)	04/29/2002		
TOXICOLOGY (340)	04/29/2002		
HEMATOLOGY (400)	04/29/2002		
HISTOPATHOLOGY (610)	03/10/2009		
CYTOLOGY (630)	06/13/2003		

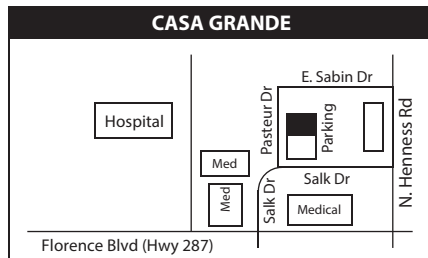


FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.

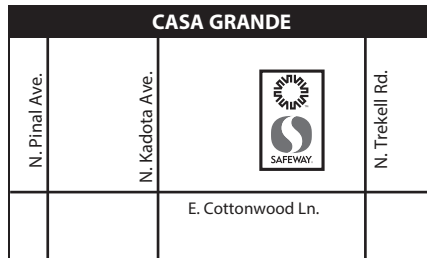
PATIENT SERVICE CENTERS SOUTHERN ARIZONA



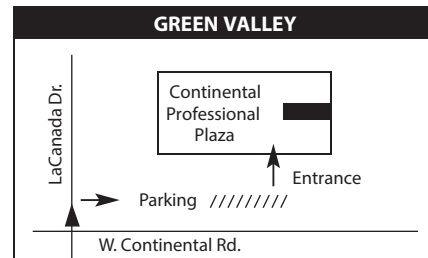
Locations are subject to change. Visit SonoraQuest.com for the most current listings, including COVID-19 collection sites, and to schedule appointments.



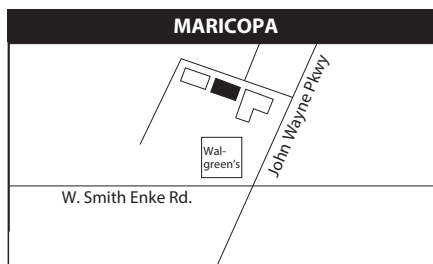
1860 E. Salk Drive, #A-1
Casa Grande, AZ 85122
(520) 426-0418 • Fax: (520) 433-9929
M-F 6:00-3:00



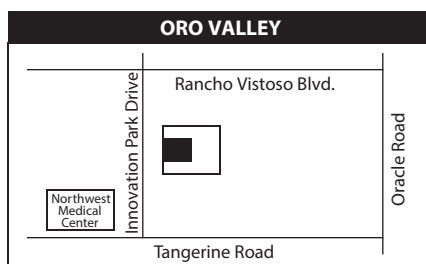
Located Inside Safeway
1637 N. Trell Rd., Casa Grande, AZ 85122
(520) 340-4457 • FAX: (520) 433-9929
M-F 6:00-2:30 • Closed 10:00-11:00 (BY APPOINTMENT ONLY*)



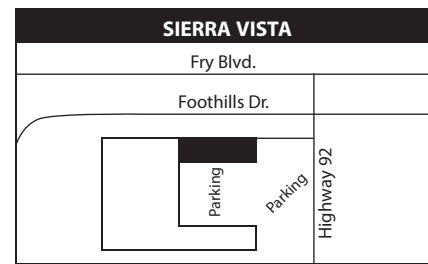
1151 South La Canada, #208
Green Valley, AZ 85614
(520) 399-1150 • Fax: (520) 433-9929
M-F 6:00-3:00 (BY APPOINTMENT ONLY*)



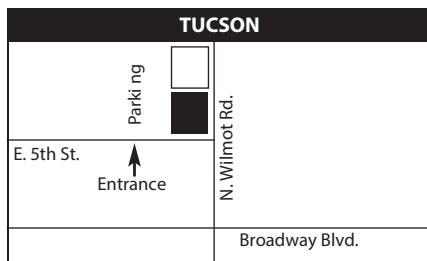
21300 N. John Wayne Pkwy, Bldg. 3, #106
Maricopa, AZ 85139
(520) 568-0627 • FAX: (520) 433-9929
M-F 6:00-3:00



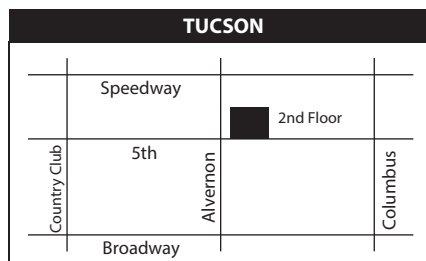
1848 E. Innovation Park Drive
Oro Valley, AZ 85755
(520) 531-9915 • Fax: (520) 433-9929
M-F 7:00-4:00



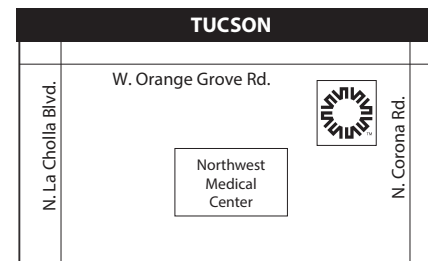
1150 South Highway 92, #E
Sierra Vista, AZ 85635
(520) 515-0710 • Fax: (520) 433-9929
M-F 7:00-4:00



603 N. Wilcox Rd., #141
Tucson, AZ 85711
(520) 296-0426 • Fax: (520) 433-9929
M-F 8:00-5:00



630 N. Alvernon Way, #200
Tucson, AZ 85711
(520) 322-8264 • Fax: (520) 433-9929
M-F 7:00-4:00 • Sat. 7:00-11:00



1925 W. Orange Grove Rd., #100,
Tucson, AZ 85704
(520) 297-7526 • FAX: (520) 433-9929
M-F 6:00-5:00 • Sat. 7:00-11:00

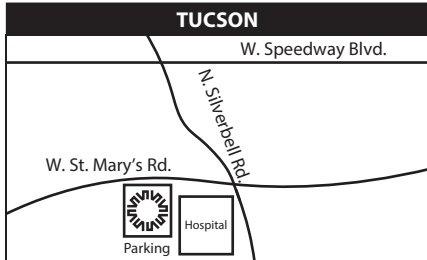
Locations are subject to change. Schedule appointments on your desktop or mobile device at SonoraQuest.com.

Healthcare Providers: Please request new maps quarterly or visit our website at SonoraQuest.com.

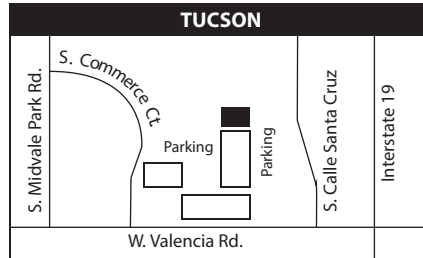
NOTE: Busiest patient traffic flow occurs during early morning hours while serving fasting patients.

To ensure faxed lab orders are accessible at any of our locations we have moved to centralized fax numbers.

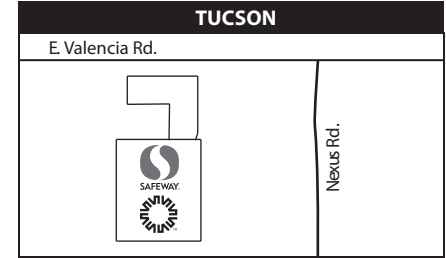
PATIENT SERVICE CENTERS SOUTHERN ARIZONA



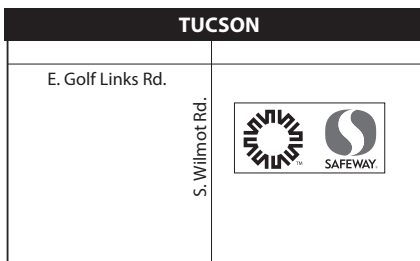
1707 W. St. Mary's Drive, #255
Tucson, AZ 85745
(520) 623-5972 • Fax: (520) 433-9929
M-F 6:00-3:00



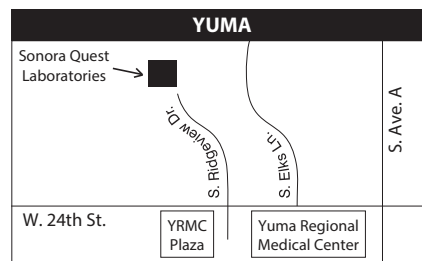
1440 W. Valencia, #130
Tucson, AZ 85746
(520) 807-1168 • Fax: (520) 433-9929
M-F 7:00-4:00



Located Inside Safeway
9050 E. Valencia Rd.
Tucson, AZ 85747
(520) 561-8576 • Fax: (520) 433-9929
M-F 7:00-4:00 • Closed 12:00-1:00 (BY APPOINTMENT ONLY*)



Located Inside Safeway
6360 E. Golf Links Rd.
Tucson, AZ 85730
(520) 647-2071 • FAX: (520) 433-9929
M-F 7:00-4:00 (BY APPOINTMENT ONLY*)



2270 S. Ridgeview Dr., #301
Yuma, AZ 85364
(928) 782-1684 • FAX: (928) 227-3703
M-F 6:00-4:00

Locations are subject to change. Schedule appointments on your desktop or mobile device at SonoraQuest.com.

Healthcare Providers: Please request new maps quarterly or visit our website at SonoraQuest.com.

NOTE: Busiest patient traffic flow occurs during early morning hours while serving fasting patients.

To ensure faxed lab orders are accessible at any of our locations we have moved to centralized fax numbers.

[Home](#) » [Grants](#) » Standard Terms[Apply for a Grant](#)[Manage your Grant](#)[Become a Grant
Reviewer](#)[Frequently Asked
Questions](#)

Standard Terms

1. **You must comply with all terms and conditions outlined in the grant award. This includes the [Department of Health and Human Services \(HHS\) Grants Policy Statement \(GPS\)](#) (PDF - 1 MB).**

You must comply with HHS grants administration regulations, program statutes and regulations, and any applicable appropriation act requirements or limitations.

The terms and conditions of this award include the provisions and requirements from the applicable notice of funding opportunity or other funding solicitation.

2. **You must use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA-supported publications and forums describing projects or programs funded in whole or in part with HRSA funding.**

This [project/publication/program/website, etc.] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX with XX percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS, or the U.S. Government. For more information, please visit [HRSA.gov](#).

Review [How to Acknowledge HRSA Funding](#).

3. **You are subject to the Medicare and Medicaid anti-kickback statute ([42 U.S.C. § 1320a-7b\(b\)](#)) (PDF). There's a risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. § 1320-7b(b) Illegal remunerations.**

This states, in part, that:

Whoever knowingly and willfully solicits or receives any remuneration (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind

—
shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.

- A. in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part under a federal health care program, or
- B. in return for purchasing, leasing, ordering, or arranging for or recommending purchasing, leasing, or ordering any good, facility, service, or item for which payment may be made in whole or in part under a federal health care program,

4. For items that require prior approval from the awarding office (as indicated in 45 CFR part 75 [Note: § 75.308(d)]):

HRSA has not waived cost-related or administrative prior approvals unless specifically stated in the Notice of Award. You must submit these as a Prior Approval action via HRSA Electronic Handbooks (EHBs).

HRSA only considers responses to prior approval requests signed by the Grants Management Officer to be valid.

If you take action based on responses from other officials, you do so at your own risk. HRSA will not consider such responses binding.

HRSA requires you to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when, under an award where the federal share of the project exceeds the simplified acquisition threshold and the cumulative transfers among direct cost budget categories for the current budget period exceed 25% of the total approved budget (inclusive of direct and indirect costs and federal funds and required matching or cost sharing) for that budget period.

5. HRSA will make payments under this award through the HHS Payment Management System (PMS).

The PMS is a tool to help you draw down funds and file the Federal Financial Report (FFR). The [Division of Payment Management](#), Financial Management Services, Program Support Center, manages the PMS. They will forward instructions for obtaining payments.

Submit direct inquiries about payments:

ONE-DHHS Help Desk for PMS Support at 1-877-614-5533
or PPMSSupport@psc.hhs.gov.

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (i.e. prime contractors and prime grants recipients) must use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements.

Prime contract awardees must report against sub-contracts awarded. Prime grant awardees will report against sub-grants awarded.

The sub-award information you enter in FSRS will display on USASpending.gov associated with the prime award. This furthers federal spending transparency.

6. The HHS Office of the Inspector General (HHS OIG) maintains a hotline for receiving information concerning fraud, waste, or abuse in HRSA programs, including grants and cooperative agreements.

HHS OIG keeps the reports confidential. Callers may choose to remain anonymous.

To submit a complaint:

1. Visit [Tips at HHS Office of Inspector General](#)
2. Call 1-800-HHS-TIPS (1-800-447-8477) or TTY at 1-800-377-4950
3. Send a fax to 1-800-223-8164
4. Send via mail:
U.S. Department of Health and Human Services
Office of Inspector General
Attention: OIG HOTLINE OPERATIONS
P.O. Box 23489
Washington, DC 20026

7. Recipients, other than for-profit organizations, required to have audits in accordance with 45 CFR part 75, Subpart F (See § 75.501) must submit the audit reports to the [Federal Audit Clearinghouse](#).

Commercial organizations required to have audits are to submit the audit reports directly to HRSA at SARFollowUp@hrsa.gov.

8. This award is subject to the requirements of [Section 1557 of the Patient Protection and Affordable Care Act](#).

You must ensure that your programs are accessible to people with limited English proficiency. HHS provides guidance to recipients of federal financial assistance on meeting their legal obligation to take reasonable steps to provide meaningful access to their programs by people with limited English proficiency.

- [Fact Sheet on Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient \(LEP\) Persons](#)
- [Limited English Proficiency \(LEP.gov\)](#)
- [The National Culturally and Linguistically Appropriate Services \(CLAS\) Standards](#)

9. This award is subject to the requirements of [§ 106\(g\) of the Trafficking Victims Protection Act of 2000, as amended \(22 U.S.C. § 7104\)](#).

10. The Consolidated Appropriations Act, 2022, § 202, (P.L 117-103), enacted March 15, 2022, restricts the amount of direct salary that may be paid to an individual under a HRSA grant or cooperative agreement to a rate no greater than Executive Level II of the Federal Executive Pay Scale.

Effective January 2022, the Executive Level II salary level is \$203,700. This amount reflects an individual's base salary exclusive of fringe benefits.

An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may earn outside the applicant organization duties.

You may not use HRSA funds to pay a salary in excess of this rate. This salary limitation also applies to subrecipients under a HRSA grant or cooperative agreement.

The salary limitation does not apply to payments made to consultants under this award; although, as with all costs, those payments must meet the test of reasonableness and be consistent with the recipient's institutional policy.

Note: an individual's base salary, per se, is not constrained by the statutory provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements.

For individuals whose salary rates are in excess of Executive Level II, the non-federal entity may pay the excess from non-federal funds.

11. To serve people most in need and to comply with federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin, or religion.

The [HHS Office of Civil Rights \(OCR\)](#) provides guidance on complying with civil rights laws that prohibit discrimination on these bases. HHS also provides specific guidance for recipients on meeting legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive federal financial assistance (42 U.S.C. § 2000d, and implementing regulations at 45 CFR part 80).

In some instances, failure to provide [language assistance services](#) may have the effect of discriminating against people based on their national origin.

12. Your information in the [System for Award Management \(SAM\)](#) must be accurate/current at all times, especially when you have an active award or an application or plan under consideration by HRSA. This does not apply if you are exempt from this requirement under 2 CFR § 25.110.

You must review and update the information at least once a year after the initial registration to remain active, and more frequently if required by changes in the information.

This requirement flows down to subrecipients and contractors under awards or subawards.

13. HRSA established a [Federal Financial Assistance Conflict of Interest Policy \(COI Policy\)](#) pursuant to 45 CFR § 75.112.

If you receive federal assistance from HRSA, you must comply with the HRSA written policy on conflict of interest.

If you conduct activities supported by grant funding through subrecipients (including subawards under 45 CFR § 75.351), you must take reasonable steps to ensure that these organizations or individuals also comply with this conflict of interest policy. They must notify you directly of any actual or perceived conflicts of interest.

HRSA strongly advises you to familiarize yourself with the COI policy, which contains specific prohibitions of awardee and subawardee conflicts of interest.

14. 45 CFR § 75.113 Mandatory disclosures.

Applicants and non-federal entities must disclose all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Subrecipients must disclose all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

HRSA's Mailing Address:

Department of Health and Human Services
Health Resources and Services Administration
Office of Federal Assistance Management
Division of Grants Management Operations
5600 Fishers Lane, Mailstop 10SWH-03
Rockville, MD 20879

HHS OIG's Mailing Address:

U.S. Department of Health and Human Services
Office of 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)
Email: MandatoryGranteeDisclosures@oig.hhs.gov

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

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

Non-federal entities that have received a federal award must report certain civil, criminal, or administrative proceedings as set forth in 45 CFR part 75 Appendix XII

to www.SAM.gov. Recipient integrity and performance matters.

If the total federal share of the award is more than \$500,000 over the period of performance, Appendix XII to 45 CFR part 75 is applicable to this award.

- You must do this in a timely manner.
- You must do this in writing to the HHS awarding agency.
- You must submit a copy to the HHS Office of Inspector General (OIG).
- You must do this in writing to the prime recipient (pass through entity).

15. Prohibition on certain telecommunications and video surveillance services or equipment.

As described in 2 CFR § 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115- 232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - Telecommunications or video surveillance services provided by such entities or using such equipment.
 - Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

16. You must administer your project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with

civil rights laws enforced by HHS. See information for [Providers of Health Care](#) and Social Services and the [HHS Nondiscrimination Notice](#).

- You must take reasonable steps to ensure your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see the [Fact Sheet on Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient \(LEP\) Persons](#) and [lep.gov](#).
- For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see [Discrimination on the Basis of Disability](#).
- HHS funded health and education programs must be administered in an environment free of sexual harassment. See [Discrimination on the Basis of Sex](#).
- For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see [Conscience Protections for Health Care Providers](#) and [Religious Freedom](#).

17. **Certificate of Confidentiality:** Institutions and investigators are responsible for determining whether research they conduct is subject to Section 301(d) of the Public Health Service (PHS) Act. Section 301(d), as amended by Section 2012 of the 21st Century Cures Act, P.L. 114-255 (42 U.S.C. 241(d)), states that the Secretary shall issue Certificates of Confidentiality (Certificates) to persons engaged in biomedical, behavioral, clinical, or other research activities in which identifiable, sensitive information is collected. In furtherance of this provision, HRSA-supported research commenced or ongoing after December 13, 2016 in which identifiable, sensitive information is collected, as defined by Section 301(d), is deemed issued a Certificate and therefore required to protect the privacy of individuals who are subjects of such research. Certificates issued in this manner will not be issued as a separate document, but are issued by application of this term and condition to the award.

Date Last Reviewed: April 2022

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End of Exhibit A.

Title X, GHD 00646 and 00656:

Expectations regarding the provision of family planning services also come from legislative mandates that apply to Title X recipients whose awards are funded by the annual HHS appropriations act. (Consolidated Appropriations Act, 2022, Pub. L. No. 117-103, 136 Stat. 49, 444, 466 (2022)). The following legislative mandates have been part of the Title X appropriations language for the last several years:

- “None of the funds appropriated in this Act may be made available to any entity under title X of the PHS Act unless the applicant for the award certifies to the Secretary [of Health and Human Services] that it encourages family participation in the decision of minors to seek family planning services and that it provides counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities;”
- “Notwithstanding any other provision of law, no provider of services under title X of the PHS Act shall be exempt from any State law requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest.”
- “That amounts provided to said projects under such title shall not be expended for abortions, that all pregnancy counseling shall be nondirective, and that such amounts shall not be expended for any activity (including the publication or distribution of literature) that in any way tends to promote public support or opposition to any legislative proposal or candidate for public office.”

Both the Title X regulations and the OPA Program Priorities included in the PA-FPH-22-001 NOFO and FY 2022 NOA require Title X recipients to provide quality family planning services that are consistent with nationally recognized standards of care. Nationally recognized standards of care include *Providing Quality Family Planning Services: Recommendations from Centers for Disease Control and Prevention (CDC) and the U.S. Office of Population Affairs (QFP)* as well as other nationally recognized standards of care from other governmental institutions and national medical associations.

Title X recipients must:

1. Not provide abortion as a method of family planning as part of the Title X project. (Section 1008, PHS Act; Consolidated Appropriations Act, 2022, Pub. L. No. 117-103, 136 Stat. 49, 444 (2022); 42 CFR § 59.5(a)(5))
2. Prohibit providing services that directly facilitate the use of abortion as a method of family planning, such as providing transportation for an abortion, explaining and obtaining signed abortion consent forms from clients interested in abortions, negotiating

Exhibit B: Grant Conditions

a reduction in fees for an abortion, and scheduling or arranging for the performance of an abortion, promoting or advocating abortion within Title X program activities, or failing to preserve sufficient separation between Title X program activities and abortion-related activities. (65 Fed. Reg. 41281 (July 3, 2000))

3. 3. Prohibit promoting or encouraging the use of abortion as a method of family planning through advocacy activities such as providing speakers to debate in opposition to anti-abortion speakers, bringing legal action to liberalize statutes relating to abortion, or producing and/or showing films that encourage or promote a favorable attitude toward abortion as a method of family planning. Films that present only neutral, factual information about abortion are permissible. A Title X project may be a dues paying participant in a national abortion advocacy organization, so long as there are other legitimate program-related reasons for the affiliation (such as access to certain information or data useful to the Title X project). A Title X project may also discuss abortion as an available alternative when a family planning method fails in a discussion of relative risks of various methods of contraception. (65 Fed. Reg. 41281, 41282 (July 3, 2000))

4. Ensure that non-Title X abortion activities are separate and distinct from Title X project activities. Where recipients conduct abortion activities that are not part of the Title X project and would not be permissible if they were, the recipient must ensure that the Title X-supported project is separate and distinguishable from those other activities. What must be looked at is whether the abortion element in a program of family planning services is so large and so intimately related to all aspects of the program as to make it difficult or impossible to separate the eligible and non-eligible items of cost. The Title X project is the set of activities the recipient agreed to perform in the relevant grant documents as a condition of receiving Title X funds. A grant applicant may include both project and non-project activities in its grant application, and, so long as these are properly distinguished from each other and prohibited activities are not reflected in the amount of the total approved budget, no problem is created. Separation of Title X from abortion activities does not require separate recipients or even a separate health facility, but separate bookkeeping entries alone will not satisfy the spirit of the law. Mere technical allocation of funds, attributing federal dollars to non-abortion activities, is not a legally supportable avoidance of section 1008. Certain kinds of shared facilities are permissible, so long as it is possible to distinguish between the Title X supported activities and non-Title X abortion-related activities: i. a common waiting room is permissible, as long as the costs properly pro-rated,

ii. common staff is permissible, so long as salaries are properly allocated, and all abortion related activities of the staff members are performed in a program which is entirely separate from the Title X project,

iii. a hospital offering abortions for family planning purposes and also housing a Title X project is permissible, as long as the abortion activities are sufficiently separate from the Title X project, and

Exhibit B: Grant Conditions

iv. maintenance of a single file system for abortion and family planning patients is permissible, so long as costs are properly allocated. (65 Fed. Reg. 41281, 41282 (July 3, 2000))

5. A Title X project may not provide pregnancy options counseling which promotes abortion or encourages persons to obtain abortion, although the project may provide patients with complete factual information about all medical options and the accompanying risks and benefits. While a Title X project may provide a referral for abortion, which may include providing a patient with the name, address, telephone number, and other relevant factual information (such as whether the provider accepts Medicaid, charges, etc.) about an abortion provider, the project may not take further affirmative action (such as negotiating a fee reduction, making an appointment, providing transportation) to secure abortion services for the patient. (65 Fed. Reg. 41281 (July 3, 2000))

6. Where a referral to another provider who might perform an abortion is medically indicated because of the patient's condition or the condition of the fetus (such as where the woman's life would be endangered), such a referral by a Title X project is not prohibited by section 1008 and is required by 42 CFR § 59.5(b)(1). The limitations on referrals do not apply in cases in which a referral is made for medical indications. (65 Fed. Reg. 41281 (July 3, 2000)).

1. Salary Limitation (Further Consolidated Appropriations Act, 2022, Div. H, Title II, sec. 202): Recipients ensure that “None of the funds appropriated in the HHS Appropriations Act shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.” The Salary Limitation is based upon the Executive Level II of the Federal Executive Pay Scale. Effective January 2022, the Executive Level II salary is \$203,700. For the purposes of the salary limitation, the direct salary is exclusive of fringe benefits and indirect costs. An individual's direct salary is not constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to the grant or cooperative agreement. A recipient may pay an individual's salary amount in excess of the salary cap with non-federal funds. (Consolidated Appropriations Act, 2022, Pub. L. No. 117-103, 136 Stat. 49, 467 (2022))

2. Reporting Subawards and Executive Compensation: Recipients report each action that obligates \$30,000 or more in federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity, unless they are exempt as

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defined in their NOA, Standard Terms. Additional details and the full text of this standard term are available in Appendix D. (2 CFR part 170)

3. Intellectual Property and Data Rights: Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a federal award. The federal government reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so. The awardee is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401. The federal government has the right to: obtain, reproduce, publish, or otherwise use the data produced under this award; and authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes. (43 CFR § 75.322)

4. Acknowledgement of Federal Grant Support: Recipients acknowledge federal funding when issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents --such as tool-kits, resource guides, websites, and presentations (hereafter "statements")--describing the projects or programs funded in whole or in part with HHS federal funds, the recipient must clearly state the percentage and dollar amount of the total costs of the program or project funded with federal money and the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources. When issuing statements resulting from activities supported by HHS financial assistance, the recipient entity must include an acknowledgement of federal assistance using one of the following or a similar statement:

5. i. If the HHS Grant or Cooperative Agreement is NOT funded with other non-governmental sources: This [project/publication/program/website, etc.] [is/was] supported by the [full name of the PROGRAM OFFICE] of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funded by [PROGRAM OFFICE]/OASH/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by [PROGRAM OFFICE]/OASH/HHS, or the U.S. Government. For more information, please visit [PROGRAM OFFICE website, if available].

6. ii. The HHS Grant or Cooperative Agreement IS partially funded with other nongovernmental sources: This [project/publication/program/website, etc.] [is/was] supported by the [full name of the PROGRAM OFFICE] of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by [PROGRAM OFFICE]/OASH/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author (s) and do not necessarily represent the official views of, nor an endorsement, by [PROGRAM OFFICE]/OASH/HHS, or the U.S. Government. For more information, please visit [PROGRAM OFFICE website, if available].

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The federal award total must reflect total costs (direct and indirect) for all authorized funds (including supplements and carryover) for the total competitive segment up to the time of the public statement.

Any amendments by the recipient to the acknowledgement statement must be coordinated with the OASH federal project officer and the OASH grants management officer.

If the recipient plans to issue a press release concerning the outcome of activities supported by this financial assistance, it should notify the OASH federal project officer and the OASH grants management officer in advance to allow for coordination.

5. Whistleblower Protections: Recipients are given notice that the 48 CFR § 3.908 (related to the enhancement of contractor employee whistleblower protections), implementing 41 U.S.C. § 4712, as amended (entitled “Enhancement of contractor protection from reprisal for disclosure of certain information”) applies to their Title X award.

6. Reporting of Matters Related to Recipient Integrity and Performance: Recipients refer to their NOA regarding the reporting of matters related to recipient integrity and performance, specifically the general reporting requirement; proceedings about which recipients must report; reporting procedures and frequency; definitions; and disclosure requirements.

7. Advancing Racial Equity and Support for Underserved Communities Through the Federal Government: Administer projects in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>

--You must take reasonable steps to ensure that your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov>.

--For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking

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appropriate steps to provide effective communication, see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.

--HHS funded health and education programs must be administered in an environment free of sexual harassment, see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>.

--For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

8. Trafficking in Persons: Title X recipients are subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) and should refer to their NOA for more information.

1. 9. Prohibition on certain telecommunications and video surveillance services or equipment: Recipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to: i. procure or obtain,
2. ii. extend or renew a contract to procure or obtain, or
3. iii. enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
4. (b) Telecommunications or video surveillance services provided by such entities or using such equipment.
5. (c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country. (2 CFR § 200.216)

Well Woman Health Check, GHD 02045 – 02047:

Boycott of Israel:

Pursuant to A.R.S. § 35-393.01, public entities are prohibited from entering into contracts “unless the contract includes a

written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage

in, a boycott of Materials or Services from Israel.”

Under A.R.S. § 35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended

to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are

taken either:

(a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.

(b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid

business reason.

2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability

partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority owned

subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

Forced Labor of Ethnic Uigurs Ban:

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with

a public entity does not use the forced labor, or use any contractors, subcontractors or suppliers that use the

Exhibit B: Grant Conditions

forced labor or any goods or services produced by the forced labor or any goods or services produced by the

forced labor, of ethnic Uyghurs in the People's Republic of China.

HIV Prevention, GHD 02024: Note that these terms are the same as TB Control and TB DOT

Cost Limitations as stated in Appropriations Acts. Recipients must follow applicable fiscal year appropriations law in effect at the time of award. See AR-32 Appropriations Act, General Requirements: <https://www.cdc.gov/grants/additional-requirements/ar-32.html>.

Though Recipients are required to comply with all applicable appropriations restrictions, please find below specific ones of note. CDC notes that the cited section for each below provision may change annually.

A. Cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.

B. Gun Control Prohibition (Div. H, Title II, Sec. 210): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

C. Lobbying Restrictions (Div. H, Title V, Sec. 503):

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive- legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

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- 503(b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at <https://www.cdc.gov/grants/additional-requirements/ar-12.html>.

D. Needle Exchange (Div. H, Title V, Sec. 520): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

E. Blocking access to pornography (Div. H, Title V, Sec. 521): (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Prohibition on certain telecommunications and video surveillance services or equipment (Pub. L. 115-232, section 889): For all new, non-competing continuation, renewal or supplemental awards issued on or after August 13, 2020, recipients and subrecipients are prohibited from obligating or expending grant funds (to include direct and indirect expenditures as well as cost share and program funds) to:

1. Procure or obtain,
2. Extend or renew a contract to procure or obtain; or
3. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications

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

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

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

President's Emergency Plan for AIDS Relief (PEPFAR) funding is exempt from the prohibition under Pub. L. 115-232, section 889 until September 30, 2022. During the exemption period, PEPFAR recipients are expected to work toward implementation of the requirements.

Ryan White, GHD 02012:

Terms 2-17 of the attached document, 2022 Standard Terms_HRSA

TB Control and TB DOT, GHD02002 – 02003:

Cost Limitations as stated in Appropriations Acts. Recipients must follow applicable fiscal year appropriations law in effect at the time of award. See AR-32 Appropriations Act, General Requirements: <https://www.cdc.gov/grants/additional-requirements/ar-32.html>.

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- 503(b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

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 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
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End of Exhibit B.