



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 3/3/2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Arizona Family Health Partnership (AFHP)

***Project Title/Description:**

The Arizona Department of Health Services has provided funding for Chlamydia screening services to sexually active female clients 24 years of age and younger and Syphilis screening services to sexually active male and female clients 34 years of age and younger.

***Purpose:**

The purpose of the Chlamydia and Syphilis Screening grant is to decrease Chlamydia and Syphilis rates in Pima County through increased access to testing and education services. This contract provides \$36,000 for Chlamydia and Syphilis screening from January 1, 2020 to December 31, 2020.

***Procurement Method:**

This revenue contract is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

The goal of the program is to:

- Increase access to Chlamydia screening, primarily for uninsured, sexually active women 24 years of age and younger
- Increase access to Syphilis screening services to sexually active male and female clients 34 years of age and younger.
- Decrease Syphilis and Chlamydia rates among sexually active men and women
- Decrease negative outcomes of Chlamydia and Syphilis related to reproductive health and congenital defects
- Decrease Syphilis rates among men who have sex with men, who are historically disproportionately impacted by STDs

***Public Benefit:**

When left untreated, Chlamydia and Syphilis can lead to a myriad of health complications, including Pelvic Inflammatory Disease (PID), premature delivery, ectopic pregnancy, miscarriage, stillbirth and infant death. STD treatment, as well as untreated STDs, can also have a huge economic impact. For example, treatment for PID alone costs about \$3,200 per case. Access to testing can help, not only to learn one's status, but also to reduce disease transmission and, ultimately, the health-related implications associated with untreated infections.

***Metrics Available to Measure Performance:**

The following metrics will be looked at:

- Appropriate screening is done for sexually transmitted diseases;
- Follow up of positive screenings is done in accordance with the latest clinical guidelines;
- Chlamydia and Syphilis screening numbers are reported on a monthly basis;
- Hours and locations ensure easy access by the target population; and
- Outreach and education is conducted on a regular basis.

***Retroactive:**

Yes. This contract was received from AFHP on February 13, 2020 but takes effect January 1, 2020. If not approved, the Pima County Health Department will not have access to \$36,000 to continue this testing work.

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

☐ Expense Amount: \$ _____ ☐ Revenue Amount: \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No**If Yes, is the Contract to a vendor or subrecipient?**Were insurance or indemnity clauses modified? ☐ Yes ☐ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☐ No*If Yes, attach the required form per Administrative Procedure 22-10.***Amendment / Revised Award Information**

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____Is there revenue included? ☐ Yes ☐ No If Yes \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards)☒ Award ☐ AmendmentDocument Type: GTAW Department Code: HD Grant Number (i.e., 15-123): 20*89Effective Date: 01/01/2020 Termination Date: 12/31/2020 Amendment Number: 00☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 36,000.00***All Funding Source(s) required:** Center for Disease Control via Arizona Department of Health Services via AFHP***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the****Federal government or passed through other organization(s)?** two pass throughs: ADHS and AFHPContact: Sharon GrantDepartment: Health Telephone: 724-7842Department Director Signature/Date: [Signature] 2/26/2020Deputy County Administrator Signature/Date: [Signature] 24 Feb 2020County Administrator Signature/Date: [Signature] 2/26/2020
(Required for Board Agenda/Addendum Items)

GRANT APPLICATION APPROVAL REQUEST

Instructions: Fill out the top section of this form completely. Contact the program Grants Management & Innovation (GMI) Lead if you require assistance (724-2240). Email your completed request to: GMI@pima.gov. Your request will be forwarded to County Administration for review. Notification of approval requests should be submitted at least 15 business days prior to the application's submission deadline (AP 5-1 Procedure).

Requesting department or entity:	Health	Date: 2/10/20
Contact information:	Name: Sharon Grant	Telephone: 724-7842
Funding opportunity title:	Chlamydia and Syphilis Screening	
Link to opportunity:	N/A	
Funding agency:	Arizona Family Health Partnership / ADHS	
Amount to be requested:	\$ 36,000.00	
Due date and time:	Select One	
What are you going to spend the money on?	<p>This year, syphilis screening for young men and women has been added. The grant provides funds for syphilis screening services, which include testing and counseling to sexually active male and female clients 34 years of age and younger. The grant will also continue to fund chlamydia testing for women 24 years of age and under.</p> <p>Pima County Health Department will be reimbursed \$12.40 for each chlamydia test performed and \$11 for each syphilis test performed for uninsured clients in the syphilis target population. Funds will be used to cover program expenses related to chlamydia and syphilis testing, lab costs and treatment.</p>	
What will be the benefit to Pima County?	<p>Funding from this grant will allow the Pima County Health Department to continue their service of testing for chlamydia in women age 24 and under. Access to timely chlamydia screening services not only decreases the spread of the disease, but also decreases health issues such as chronic pelvic pain, tubal pregnancies and, in the long run, infertility.</p> <p>In Arizona, there is currently a statewide outbreak of syphilis, the largest increase being among women and newborns. A pregnant woman can pass syphilis to her unborn child, which is called congenital syphilis. ADHS recommends pregnant women discuss their risk with a health care provider and get tested. Getting timely testing and treatment can reduce negative health outcomes for mother and baby. In addition, men who have sex with men are disproportionately impacted by syphilis relative to males who claim to have sex with only females.</p>	
Indirect costs – check one:	<input checked="checked" type="checkbox"/> I will be requesting indirect costs. Indirect-cost rate to be requested: 10 % <input type="checkbox"/> I have attached a request for waiver of indirect costs (GMI Intranet) <input type="checkbox"/> I need help understanding indirect costs	
By: <u>Paula S. Throck</u>	Date: <u>11 February 2020</u>	
Department Director or Designee		

GRANT COST/BENEFIT ANALYSIS**To be completed by GMI staff**

CFDA No. 93.977

Competitive Criteria: This is a non-competitive subaward. Continuation of this award beyond March 31, 2020 will rely on future funding from dept. of Health and Human Services. Funding is only for Federally Qualified Health Centers (FQHC), PCHD must maintain FQHC status.

Other Factors: Funding was awarded to ADHS by Centers for Disease Control, under the Improving Sexually Transmitted Disease Programs through Assessment, Assurance, Policy Development and Prevention Strategies grant (CDC-RFA-PS1401402). Funding was then passed through via RFP from ADHS to AFHP, who subawarded to PCHD. This is a non-research program.

Number of Awards: 59 Total amount to be awarded: \$ 550,000,000.00

Match Required: ☐ Yes ☒ No If required what is the amount/percent: _____

Terms Notes (e.g. unusual restrictions, reporting burdens, etc.): This is a "fixed-amount subaward", per 2 CFR 200.201(b)(1)(ii). Payments are contingent upon the following: contractor must complete Request for Screening Project funds (attachment 1 of contract); provide sufficient records of provided screening services; provide any records at AFHP request; satisfactory performance determined by AFHP. Fee schedule addresses testing for chlamydia/gonorrhea and syphilis, with additional "performance compensation" amount for chlamydia clients in the target age range. Fees may not cover all incurred staff and indirect costs. Historically, any screening invoices that are not paid are claimed as "Match Expenses".

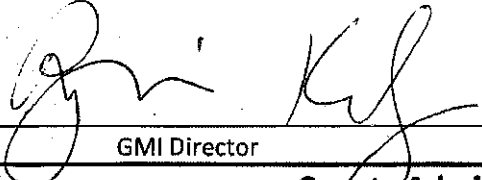
Will this project require additional office/project space?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Will this project require staff time that cannot be paid for by the grant?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Will your project require any equipment items over \$5,000 per item?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does the proposal use a fixed amount subaward?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is this project subject to Human Subjects compliance?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does this project involve subrecipients?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is there a Statutory Funding Preference from the funding agency?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Allowable Indirect Rate: 10% If Indirect is not allowed, attach documentation.

List any other proposal or funder specific requirements: HIPPA regulations apply. Indirect costs are referred to as "administrative costs" by ADHS, and are not capped (pg 20 of Part 2 of RFP). Per the CDC, indirect costs may be claimed by county governments but require an indirect cost rate agreement or provisional rate less than 12 months old (per page 3 of RFA. RFA does not mention de minimus rate).

GMI notes & recommendations:


Completed by: MH

By:  Date: 2/24/2020
GMI Director

County Administrator Approval Request

Approved: ☒ Not Approved: _____ Subject to Further Review: ☐ Yes ☐ No

If your project is subject to further review, please contact your GMI Lead to discuss necessary revisions prior to resubmission of the Grant Approval Application Request.

By:  Date: 2/24/2020
County Administrator or Designee

**ARIZONA FAMILY HEALTH PARTNERSHIP
CHLAMYDIA AND SYPHILIS SCREENING CONTRACT**

This ARIZONA FAMILY HEALTH PARTNERSHIP CHLAMYDIA AND SYPHILIS SCREENING CONTRACT (the "**Contract**") is entered into by and between the Arizona Family Health Partnership, an Arizona not-for-profit corporation (the "**Partnership**"), and **Pima County Health Department** (the "**Contractor**"). The Partnership or the Contractor may be referred to individually as the "**Party**" or collectively the "**Parties**".

RECITALS

WHEREAS, the Partnership has received Grant # ADHS17-157599 (the "**Grant**") dated January 19, 2017, from the Arizona Department of Health Services ("**ADHS**"), which was amended to provide that a portion of the Grant would be allocated to Syphilis testing as of January 1, 2020;

WHEREAS, the Grant provides funds to the Partnership for chlamydia screening services, which include testing and counseling ("**Chlamydia Screening Services**") to sexually active female clients 24 years of age and younger ("**Chlamydia Target Population**");

WHEREAS, the Grant provides funds to the Partnership for syphilis screening services, which include testing and counseling ("**Syphilis Screening Services**") to sexually active male and female clients 34 years of age and younger ("**Syphilis Target Population**"). The Chlamydia Screening Services and Syphilis Screening Services are collectively referred to as the "**Screening Services**."

WHEREAS, the Contractor provides Screening Services; and

WHEREAS, the Parties desire to provide for a sub-award of the Grant to the Contractor for its performance of the Screening Services.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound thereby, the Partnership and the Contractor agree as follows:

**ARTICLE I
TERM AND STATEMENT OF WORK**

Beginning on **January 1, 2020 and ending December 31, 2020**, unless earlier terminated or amended pursuant to Article VI (the "**Term**"), the Contractor will provide Screening Services to clients in the Chlamydia Target Population and Syphilis Target Population in accordance with the Center for Disease Control's 2015 Sexually Transmitted Diseases Treatment Guidelines (available at <https://www.cdc.gov/std/tg2015/toc.htm>). Contractor will participate in meetings and monitoring activities required by the Partnership, including two mandatory performance improvement project meetings held by the Partnership during the Term.

ARTICLE II CONSIDERATION

2.1 Consideration.

2.1.1 The Partnership will pay the Contractor **\$12.40** for each chlamydia test or combination chlamydia/gonorrhea test the Contractor performs (collectively "*Chlamydia Test*") for uninsured clients in the Chlamydia Target Population.

2.1.2 The Partnership will pay the Contractor **\$11** for each syphilis test the Contractor performs for uninsured clients in the Syphilis Target Population.

2.2 Performance Compensation. The total number of unique clients in the Chlamydia Target Population who receive a Chlamydia Test during the Term will be referred to as the "*Qualifying Chlamydia Clients*". At the end of the Term the Partnership will pay the Contractor an additional **\$1.25** for each Chlamydia Test the Contractor performs for all Qualifying Chlamydia Clients.

2.3 Payment and Reporting. The total maximum consideration payable to the Contractor pursuant to Article II is **\$36,000**. All payments payable pursuant to this Contract are contingent on the following conditions, and will be made within 30 days of delivery of the last report due under this Section:

2.3.1 The Contractor providing the completed Request for Screening Project Funds in the form attached as **Attachment 1**, for the relevant quarter, on or before the 25th day following the end of each calendar quarter.

2.3.2 The Contractor providing sufficient records of the Screening Services provided by the Contractor, including completed Management Logs in the form attached as **Attachment 2**, for the relevant quarter, on or before the 20th day following the end of each calendar quarter;

2.3.3 The Contractor providing any other records required by the Partnership to determine the number and adequacy of the Screening Services provided by the Contractor;

2.3.4 The Contractor's satisfactory performance of the Screening Services, in the Partnerships sole determination; and

2.3.5 The Partnership's receipt of the Grant.

ARTICLE III THE CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the Partnership the matters set forth in this Article III.

3.1 ADHS and Legal Requirements. The Contractor has had the opportunity to review any ADHS conditions and other legal requirements for receiving Grant funds and the Contractor meets such conditions and requirements. The Contractor's staff has adequate training to provide the Screening Services and is able to perform the Screening Services and meet all performance and reporting requirements required by ADHS and the Partnership.

3.2 Debarment and Suspension. The Contractor's employees and sub-contractors, its current and future subcontractors and their principals: (i) are not presently and will not be debarred, suspended, proposed for debarment or declared ineligible for the award of subcontracts, by any U.S. Government agency, any state department or agency, in accordance with federal regulations (53 Fed. Reg. 19161-19211) or any other applicable law, or has been so within the preceding three (3) year period; (ii) have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default; and (iii) in the event any employee or sub-contractor of the Contractor's is debarred, suspended, or proposed for debarment, the Contractor must immediately notify the Partnership in writing.

3.3 HIPAA. The Contractor is a Covered Entity as defined in 45 CFR 160.103 of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and is required to comply with the provisions of HIPAA with respect to safeguarding the privacy and confidentiality of protected health information.

3.4 Conflict of Interest. This Contract does not create a conflict of interest, under any statute or rule of any governing jurisdiction, between the Contractor's officers, agents or employees and the Partnership. The provisions of ARS § 38-511 apply.

3.5 Equal Opportunity. The Contractor is an Equal Employment Opportunity employer in accordance with the requirements of 41 CFR § 60-1.4(a), 60-250.5, 60-300.5(a), 60-741.5(a) and 29 CFR § 471, Appendix A to Subpart A, if applicable.

ARTICLE IV COVENANTS

4.1 Compliance with Laws and Regulations. The Contractor will abide all applicable laws, ordinances, and codes of the state of Arizona and local governments in the performance of the Contract, including all licensing standards and all applicable professional standards.

4.2 Licenses. The Contractor and each of its employees, agents and subcontractors will obtain and maintain during the Term of this Contract all appropriate licenses required by law for the operation of its facilities and for the provision of the Screening Services.

4.3 Status of the Contractor and Conflict of Interest. The Contractor, its agents and employees, including its professional and nonprofessional personnel, in the performance of this Contract, will act in an independent capacity and not as officers, employees or agents of the Partnership. The Contractor will prevent its officers, agents or employees from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others with whom they may have business, family, or other connections. The Contractor will refrain from using any inside or proprietary information regarding the activities of the Partnership and its affiliates for personal benefit, benefit to immediate family, or benefit to any entity in which he holds a significant financial or other interest. The Contractor's officers, agents, or employees will not deploy themselves so as to receive multiple payments from the Partnership or otherwise manipulate the assignment of personnel or tasks so as to unnecessarily increase payments to the Contractor or its officers, agents or employees.

4.4 Retention of Records and Audit. The Contractor will maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to the Screening Services and this Contract for a period of at least three (3) years from termination of the Term

unless longer required by ADHS or federal law. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, The Contractor will maintain such records until the audit, litigation, or other action is completed, whichever is later. Client medical records must be retained in accordance with state and federal regulations. The Contractor will make available to the Partnership, ADHS, or any other of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, and papers that are pertinent to the award for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. The Contractor will permit the Partnership and/or ADHS to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of Screening Services delivered under this Contract and to assess the Contractor's compliance with applicable legal and programmatic requirements.

4.5 Litigation. The Contractor will notify the Partnership within 30 days of notice of any litigation, claim, negotiation, audit or other action involving the Screening Services, occurring during the Term or within four (4) years after the expiration of the Term. The Contractor will retain any records until the completion of such action and the resolution of all issues arising from or relating to such action, or four (4) years after the end of the Term, whichever is later.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 Insurance. The Contractor will procure, maintain, and provide proof of coverage of: (i) a Medical Malpractice Professional Liability Insurance Policy and such policy will be written on an occurrence basis in the minimum amount of \$1,000,000 for all medical provider employees and subcontractors and consultants, unless the contractor qualifies for such insurance pursuant to Section 5.2; (ii) General Liability coverage of at least \$1,000,000 per occurrence and \$3,000,000 Annual aggregate against general liability endorsed for premises-operations, products/completed operations, contractual, property damage, and personal injury liability; (iii) Workers compensation in accordance with applicable law; and (iv) Fidelity coverage adequate to protect against loss due to employee dishonesty of at least \$5,000. The Contractor will provide certificates indicating the proof of such insurance and incorporate them as Attachments to this Contract. The insurance policies referred to above must name the Partnership as an additional insured under each policy. The Contractor will promptly provide the Partnership with written notice of any ineligibility determination, suspension, revocation or other action or change relevant to the insurance requirements set forth above. The Contractor may provide all or a portion of the required coverage through programs of self-insurance as allowed by law.

5.2 FTCA Status. If applicable as a Federally Qualified Health Center ("**FQHC**"), the Contractor has been deemed eligible and approved for medical malpractice liability protection through the Federal Tort Claims Act (FTCA), pursuant to the Federally Supported Centers Assistance Act of 1992 and 1995. The Contractor must remain in deemed status during the Term of this Contract. Should the Contractor lose its designation as an FQHC or lose its deemed status during the Term, the Contractor must immediately secure Professional Liability Malpractice Insurance as required by Section 5.1, and must provide a copy of the insurance certificates confirming such insurance protection.

5.3 Indemnification. To the extent allowed under Arizona law, the Contractor will indemnify, defend, save, and hold harmless the Partnership and its officers, officials, agents, and employees (hereinafter referred to as "**Indemnatee**") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "**Claims**") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of its owners, officers, directors, agents,

employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the Parties that the Indemnitee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Contractor from and against any and all Claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. To the extent permitted by law, the Contractor agrees to reimburse the Partnership for any monies which the Partnership is required to pay to the ADHS or agencies of the United States Government or the State of Arizona for any Claims arising solely from the failure of the Contractor to perform in accordance with this Contract or, local, state, or federal laws and regulations. The Partnership will appropriately invoice or file a Claim with the Contractor for any such reimbursement by the Contractor, and the Contractor will have opportunity to review, and protest when appropriate, the Claim prior to making any timely reimbursement to the Partnership. The indemnification provided herein will survive the termination of this Contract.

ARTICLE VI TERMINATION AND AMENDMENT

6.1 Termination of Contract. This Contract will terminate on the last date discussed in Article 1, unless earlier terminated pursuant to the terms of this Section.

6.1.1 Termination by the Contractor. If the Contractor is unable or unwilling to comply with additional conditions as may be lawfully imposed on the Contractor, the Contractor may terminate this Contract by giving written notice to the Partnership signifying the effective date thereof. The Contractor may terminate this Contract for any other reason by providing the Partnership with at least 90 days written notice. In the event the Contractor terminates this Contract, the Contractor will be entitled to compensation for any un-paid consideration due in satisfactory performance of this Contract.

6.1.2 Termination by the Partnership. The Partnership may terminate this Contract or suspend payment under Article II, in whole or in part, in the event the Contractor: (i) fails to fulfill in a timely and proper manner its obligations under this Contract; or (ii) violates any of the covenants, agreements, or stipulations of this Contract, by providing the Contractor written notice of termination specifying the date of termination. The Partnership may give the Contractor an opportunity to cure deficiencies by providing a cure period, of at least 10 days, in any notice of termination. If the Partnership does not provide a cure period or if Contractor does not cure all deficiencies within the time specified by the Partnership, the Contract will be terminated. Despite any termination hereunder, the Contractor will not be relieved of liability to the Partnership for damages sustained by the Partnership by virtue of any material breach of this Contract by the Contractor. The Partnership may withhold any amount payable to the Contractor for the purpose of offset until such time as the exact amount of damages, if any, due the Partnership from the Contractor is agreed upon or otherwise determined.

6.1.3 Termination or Reduction of DHHS Funding. The Partnership relies on certain Department of Health and Human Services ("**DHHS**") grants to maintain its operations. As of March 26, 2019, the Partnership has been informed by DHHS that funding is available through March 31, 2020 but the Partnership anticipates that it will receive an extension of DHHS funding. However, in the event any DHHS funding is not extended, reduced, terminated or otherwise negatively altered, whether before or after this Contract is effective, the Partnership may terminate this Contract in whole or in part by providing the Contractor a written notice of termination. The

effective Contract termination date will be the date such DHHS funding is reduced, terminated or otherwise negatively altered. Notwithstanding anything in this Contract to the contrary, if the Contract is terminated because of the foregoing, the Partnership is relieved of all obligations under the Contract. Termination of this Contract hereunder will not be deemed a breach of this Contract by the Partnership.

6.1.4 Termination or Reduction of Grant Funding. The Partnership relies on the Grant to maintain its operations. As of January 1, 2020, the Partnership has been informed by ADHS that funding is available through March 31, 2020 but the Partnership anticipates that it will receive an extension of the Grant. However, in the event any Grant funding is not extended, reduced, terminated or otherwise negatively altered, whether before or after this Contract is effective, the Partnership may terminate this Contract in whole or in part by providing the Contractor a written notice of termination. The effective Contract termination date will be the date such Grant funding is reduced, terminated or otherwise negatively altered. Notwithstanding anything in this Contract to the contrary, if the Contract is terminated because of the foregoing, the Partnership is relieved of all obligations under the Contract. Termination of this Contract hereunder will not be deemed a breach of this Contract by the Partnership.

6.2 Amendment. The Contract, together with Attachments referenced herein, fully expresses all understanding of the Parties concerning all matters covered and will constitute the total Contract. No amendment of, addition to, or alteration of the Terms of this Contract, whether by written or verbal understanding of the Parties, their officers, agents or employees, will be valid unless made in a writing that is formally approved and executed by the Parties or made pursuant to the following procedures:

6.2.1 If the Partnership obtains additional Grant funding for periods after the Term, the Contractor may request to extend the Term. Any extension of the Term will be mutually agreed on by the Parties, in writing.

6.2.2 The Contractor may make changes to staff and location of its Screening Services, provided that the Contractor will notify the Partnership, in writing as soon as possible for staff changes and within 30 working days of any changes or closures of a clinic site location.

6.2.3 Changes in policies, procedures, and/or forms related to the Screening Services must be submitted in writing to the Partnership.

6.2.4 Within 15 days of change, the Contractor must notify Partnership of in key clinical or management personnel, including administrative officers and Screening Services program directors.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Nonexclusivity. That this Contract is nonexclusive in nature, and the Partnership retains the authority to contract with other Parties for the delivery of Screening Services in the Contractor's geographic area.

7.2 Governing Law. Any action relating to this Contract will be brought in a court of the State of Arizona in the county in which the Screening Services are provided, unless otherwise prohibited by

prevailing federal law. Any changes in the governing laws, rules and regulations that do not materially affect the Contractor's obligation under the Contract during the Term will apply but do not require an amendment.

7.3 Intangible Property and Copyright. The Contractor will ensure that publications developed while providing the Screening Services do not contain information that is contrary to ADHS policies or to accepted clinical practice. Partnership Grant support must be acknowledged in any publication. The Contractor will provide obtain pre-approval from the Partnership for publications resulting from activities conducted under this Contract. The Contractor will also provide all publications referencing the Partnership to the Partnership for pre-approval prior to distribution.

7.4 Dispute Resolution. The Parties will first attempt to resolve any dispute arising under this Contract by informal discussion between the Parties, subject to good cause exceptions, including, but not limited to, disputes determined by either Party to require immediate relief. Any dispute that has not been resolved by informal discussions between the Parties within a reasonable period of time after the commencement of such discussions (not to exceed 30 days), may be resolved by any means available.

7.5 Notice. All notices required or permitted to be given hereunder will be given in writing and will be deemed to have been given when sent by certified or registered mail, postage prepaid, return receipt requested.

Notices to the Partnership will be addressed to:
Chief Executive Officer
Arizona Family Health Partnership
3101 N. Central Avenue
Suite 1120
Phoenix, Arizona 85012

Notices to the Contractor will be addressed to:
Director
Pima County Health Department
3950 S. Country Club Rd., Suite 100
Tucson, AZ 85714

Either Party may change its address for notices by giving written notice of such change to the other Party.

7.6 Severability. If any provision of this Contract is declared void or unenforceable, such provision will be deemed severed from this Contract, which will otherwise remain in full force and effect. If any provision of this Contract is declared void or unenforceable, the Parties will engage in good faith efforts to renegotiate such provision in a matter that most closely matches the intent of the provision without making it unenforceable.

7.7 No Third-Party Beneficiary. This Contract was created by the Parties solely for their benefit and is not intended to confer upon any person or entity other than the Parties any rights or remedies hereunder.

7.8 Waiver. Performance of any obligation required of a Party hereunder may be waived only by a written waiver signed by the other Party, which waiver will be effective only with respect to the specific obligations described herein. The waiver of a breach of any provisions will not operate or be construed as a waiver of any subsequent breach.

7.9 Integration. This Contract represents the entire agreement of the parties with respect to its subject matter, and all agreements, oral or written, entered into prior to this Contract are revoked and superseded by this Contract.

7.10 Execution. This Contract will not be effective until it has been approved as required by the governing bodies of the Parties and signed by the persons having executory powers for the Parties. This Contract may be executed in two or more identical counterparts, by manual or electronic signature.

IN WITNESS WHEREOF, the Parties have each caused an authorized representative to execute and deliver this Contract on the Date provided below.

CONTRACTOR:

PARTNERSHIP:

Signature

Richard Elias

Chairman, Board of Supervisors

Pima County

86-6000543

Contractor ID Number (EIN)

Nine Digit DUNS#: 144733792

DUNS Registered Name: Pima County

Date

Signature

Brenda L. Thomas, MPA

Chief Executive Officer

Arizona Family Health Partnership

Date

Please see following page for additional signatures.

ATTEST:

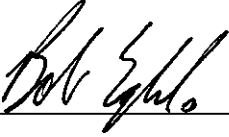
Clerk, Board of Supervisors

APPROVED AS TO FORM:



Cindy Nguyen
Deputy County Attorney

REVIEWED BY:



Pima County Health Department



Arizona Family Health Partnership

Request for Screening Project Funds

Agency:

Reporting Period

From: To: This is a request for : Advance Funds Reimbursement

		Amount Awarded	Total Funds Earned this Reporting Period (i.e. this request)	Prior Report Period Year to Date Funds Earned	Total Year to Date Funds Earned	Available Balance	% Earned YTD
CT Tests for Uninsured					\$ -	\$ -	#DIV/0!
Syphilis Tests for Uninsured					\$ -	\$ -	#DIV/0!
					\$ -	\$ -	#DIV/0!
					\$ -	\$ -	#DIV/0!
Total		\$ -	\$ -	\$ -	\$ -	\$ -	

*To be determined by agency and verified by AFHP

Certification: By signing this request, I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. code, Title 18, Section 1001).

Authorized Signature

Date of request

Actual Signature required, stamped signature will not be accepted

Name

Title

AFHP Program Dept Use Only**AFHP Program Manager Certification**

<input type="checkbox"/>	Performance satisfactory for payment
<input type="checkbox"/>	Performance unsatisfactory withhold payment
<input type="checkbox"/>	Incorrect invoice, returned for clarification
<input type="checkbox"/>	No payment due

AFHP Accounting use only

<input type="text"/>	Date invoice recorded in QB
<input type="text"/>	Date of drawdown
<input type="text"/>	AFHP check #
<input type="text"/>	Date of check
<input type="text"/>	Title X report updated
<input type="text"/>	Date of ACH deposit

Program Manager Signature

Date

Business Office Signature

Date

CERTIFICATE OF INSURANCE
TO BE INSERTED HERE