



Arizona Family Health Partnership

Request for Title X Contract Funds

Agency:

Reporting Period

From:

To:

This is a request for :

Advance Funds

Reimbursement

		Title X	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
Base Grant					\$ -	\$ -	#DIV/0!
Amendment 1					\$ -	\$ -	#DIV/0!
Amendment 2					\$ -	\$ -	#DIV/0!
Amendment 3					\$ -	\$ -	#DIV/0!
Total		\$ -	\$ -	\$ -	\$ -	\$ -	

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). By requesting funding of this amount, the undersigned certifies that all prior advanced contracted Title X funds and Title X generated client fees and donations have been expended by this agency.

Authorized Signature

Date of request

Actual Signature required, stamped signature will not be accepted

Name

Title

AFHP Program Dept Use Only		AFHP Accounting use only	
AFHP Program Manager Certification			
<input type="checkbox"/>	Performance satisfactory for payment	<input type="checkbox"/>	Date invoice recorded in QB
<input type="checkbox"/>	Performance unsatisfactory withhold payment	<input type="checkbox"/>	Date of drawdown
<input type="checkbox"/>	Incorrect invoice, returned for clarification	<input type="checkbox"/>	AFHP check #
<input type="checkbox"/>	No payment due	<input type="checkbox"/>	Date of check
		<input type="checkbox"/>	Title X report updated
		<input type="checkbox"/>	Date of ACH deposit
Program Manager Signature		Business Office Signature	
Date		Date	



**PIMA COUNTY
DEPARTMENT OF FINANCE AND RISK MANAGEMENT**

Tom Burke, Director

CERTIFICATE OF SELF-INSURANCE

THIS IS TO CERTIFY THAT PIMA COUNTY, IN ACCORDANCE WITH A.R.S. §11-981 AND PIMA COUNTY CODE §3.04, IS SELF-INSURED.

TO THE EXTENT PERMITTED BY LAW, THE COUNTY, AS A SELF-INSURER, IS PROVIDING EVIDENCE OF GENERAL LIABILITY COVERAGE OF ONE MILLION DOLLARS (\$1,000,000) FOR LIABILITIES THAT HAVE BEEN PROPERLY DETERMINED TO ARISE FROM THIS ACTIVITY.

DATE OF ISSUE:
March 31, 2016

CERTIFICATE HOLDER:
Arizona Family Health Partnership
Attn: Ms. Dania Garcia
3101 N. Central Ave
Suite 1120
Phoenix, AZ 85012

Event:
Proof of Medical Malpractice Professional Liability Self-insurance for the Pima County Health Department Family Planning Program.

Dates:

From: April 1, 2016 to: March 31, 2017

Certificate good with respect to Pima County only.

Lauren G. Eib, Risk Manager
Pima County Finance & Risk Management Department

Pima County Health Department

Family Planning Program

2016 Subcontractor List

1. Judith Riley, MD, Medical Consultant

- Base contract from July 1, 2015 – June 30, 2016
- Amendment #1 that extends contract to June 30, 2017

2. Centers for Disease Detection, Laboratory Services

PIMA COUNTY HEALTH DEPARTMENT

PROGRAM: Family Planning Physician Services

CONTRACTOR: Judith E. Riley, M.D., PLC
310 North Wilmot Road, Suite 306
Tucson, Arizona 85711

AMOUNT: \$34,000.00

TERM: July 1, 2015 – June 30, 2016

FUNDING: Health Department General Funds

CONTRACT NO: CT-HD-15-0570

CONTRACT
NO <u>CT-HD-15000000000000000570</u>
AMENDMENT NO. _____
<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>

CONTRACT

THIS CONTRACT is entered into between Pima County, a body politic and corporate of the State of Arizona, for and on behalf of Pima County Health Department, hereinafter called COUNTY and Judith E. Riley, M.D., PLC hereinafter called CONTRACTOR.

WHEREAS, pursuant to A.R.S. § 11-251(5) County may appropriate and spend public monies for and in connection with community health services that the Pima County Board of Supervisors finds and determines will assist in the health and welfare of the County inhabitants; and

WHEREAS, COUNTY was awarded the Family Planning Title X Grant, through the Arizona Family Planning Council to provide family planning and colposcopy services; and,

WHEREAS, COUNTY requires the services of a qualified and experienced licensed Arizona physician in obstetrics/gynecology, competent to perform family planning and colposcopy services; and,

WHEREAS, to provide services as required by the Arizona Family Planning Council, Family Planning Title X Grant, COUNTY solicited services pursuant to Pima County Board of Supervisors Policy D29.7, Medical and Health-Related Professional Services; and,

WHEREAS, pursuant to Solicitation # PCHD-CSD-FP-05-2015-COLO, CONTRACTOR is qualified and willing to provide such services and submitted a proposal advantageous to the COUNTY.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 - TERM AND EXTENSION/RENEWAL

- A. This Contract, as awarded by the COUNTY, shall commence on July 1, 2015 and shall terminate on June 30, 2016, unless sooner terminated or further extended pursuant to the provisions of this Contract. The parties may renew this Contract for up to four (4) additional one-year periods or any portion thereof.
- B. Any modification, or extension of the contract termination date, shall be by formal written amendment executed by the parties hereto.
- C. Amendments to the Contract must be approved by the County Board of Supervisors or the Procurement Director, as required by the Pima County Procurement Code, before any work or deliveries under the Amendment commences.

ARTICLE 2 - SCOPE

- A. This Contract establishes the agreement under which the CONTRACTOR will provide family planning and colposcopy services as specified in Exhibit A: Scope of Work, which is attached hereto and expressly incorporated into and made a part of this Contract as if fully set forth herein.
- B. All services shall comply with the requirements and specifications as called for in this Contract, in Exhibit A – Scope of Work, and the Arizona Family Planning Council, Family Planning Title X Grant requirements; these documents are incorporated into the Contract the same as set forth herein.
- C. CONTRACTOR shall employ suitably trained and skilled professional personnel to perform all services under this Contract.

ARTICLE 3 – PAYMENT

- A. In consideration of the services specified in this Contract, COUNTY agrees to pay CONTRACTOR in an amount not to exceed **\$34,000.00**.
- B. Funding is from the Health Department General Funds.
- C. Request for payments shall be in accordance to Exhibit A – Scope of Work and CONTRACTOR must:
 - 1. Submit invoices to the COUNTY within 30 days of service delivery.
 - 2. Invoice must include:
 - a. Contractor's name and address,
 - b. Invoice Date,
 - c. Invoice number,
 - d. Date of Service, and
 - e. Total Amount.
- D. Payment for late submissions will be withheld at COUNTY's discretion.
- E. For payments to be issued to Contractor, Contractor must: (1) Complete and submit a W-9 Taxpayer Identification Number form (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>), (2) Register as a Pima County Vendor (<https://secure.pima.gov/procurement/vramp/login.aspx>), and, (3) Fully execute a Contract with Pima County.
- F. For the period of record retention required under Article 22 - Books and Records, County reserves the right to question any payment made under this Article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

ARTICLE 4 - INSURANCE

- A. CONTRACTOR shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:
 - 1. Commercial General Liability in the amount of \$1,000,000.00 combined, single limit Bodily Injury and Property Damage. Pima County is to be named as an additional insured for all operations performed within the scope of the Agreement between Pima County and Contractor;
 - 2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Agreement with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;

3. If this Agreement involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
 4. If required by law, workers' compensation coverage including employees' liability coverage.
- B. CONTRACTOR shall provide COUNTY with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice of cancellation, non-renewal or material change.

ARTICLE 5 – INDEMNIFICATION

- A. CONTRACTOR shall 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 attendant thereto, arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.
- B. CONTRACTOR warrants that all products and services provided under this contract are non-infringing. 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.

ARTICLE 6 - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

ARTICLE 7 - INDEPENDENT CONTRACTOR

The status of the CONTRACTOR shall be that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR'S officers, agents or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. CONTRACTOR shall be solely responsible for program development and operation.

ARTICLE 8 - ASSIGNMENT

CONTRACTOR shall not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE 9 - NON-DISCRIMINATION

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order

2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall 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.

ARTICLE 10 - AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

ARTICLE 11 - AUTHORITY TO CONTRACT

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

ARTICLE 12 - 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 this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as 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 shall not be construed as an accord and satisfaction.

ARTICLE 13 - CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE 14 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONTRACTOR to cure a default under this Contract within 10 days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by contract or otherwise. In such event, CONTRACTOR shall be liable for any damage to the COUNTY resulting from CONTRACTOR'S default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following, without limitation to the named events, shall constitute an event of default:
 - 1. Abandonment of or failure by CONTRACTOR to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 - 2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to

- perform the work on schedule or at an acceptable level of quality;
3. Refusal or failure to remedy defective or deficient work within a reasonable time;
 4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONTRACTOR'S performance of this Contract;
 5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;
 6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
 7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONTRACTOR for this project shall become COUNTY'S property and shall be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
 2. COUNTY may withhold payments to CONTRACTOR arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and
 3. Subject to the immediately preceding subparagraph (2), COUNTY'S liability to CONTRACTOR shall not exceed the Contract value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- D. The Contract will not be terminated for default nor the CONTRACTOR charged with damages under this Article, if—
1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes include—
 - a. Acts of God or of the public enemy,
 - b. Acts of the COUNTY in either its sovereign or contractual capacity,
 - c. Acts of another Contractor in the performance of a contract with the COUNTY,
 - d. Fires,
 - e. Floods,
 - f. Epidemics,
 - g. Quarantine restrictions,
 - h. Strikes,
 - i. Freight embargoes,
 - j. Unusually severe weather, or
 - k. Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the subcontractor(s); and
 2. The CONTRACTOR, within seven (7) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies the COUNTY in writing of the cause(s) therefor. In this circumstance, the COUNTY shall ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.

- E. For the purposes of paragraph A above, "receipt of notice" shall include receipt by hand by CONTRACTOR'S project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined that the CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

ARTICLE 15 – TERMINATION FOR CONVENIENCE

- A. COUNTY reserves the right to terminate this Contract at any time and without cause by serving upon CONTRACTOR 30 days advance written notice of such intent to terminate. In the event of such termination, the COUNTY'S only obligation to CONTRACTOR shall be payment for services rendered prior to the date of termination.
- B. Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Contract. In the event of such termination, COUNTY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

ARTICLE 16 - NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

COUNTY:

Francisco Garcia, MD, MPH
Director
Pima County Health Department
3950 S. Country Club, Suite 100
Tucson, Arizona 85714-2056

CONTRACTOR:

Judith E. Riley, M.D.
310 N. Wilmot Road, Suite 306
Tucson, Arizona 85711
(520) 325-0865

ARTICLE 17 - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE 18 - OTHER DOCUMENTS

- A. CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in Arizona Family Planning Council, Family Planning Title X Grant. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract.
- B. CONTRACTOR is a subcontractor to COUNTY under the Arizona Family Planning Council, Family Planning Title X Grant, the terms and conditions of which are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract.

ARTICLE 19 – REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE 20 - SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE 21 - BOOKS AND RECORDS

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

ARTICLE 22 - AUDIT REQUIREMENTS

- A. Contractor shall:
 - 1. Establish and maintain a separate, identifiable accounting of all funds provided by County pursuant to this Contract. Such records shall record all expenditures which are used to support invoices and requests for payment from the County under this Contract.
 - 2. All accounting records must meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
 - 3. Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
 - 4. Assure that any audit conducted pursuant to this Contract is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Article, unless a different time is specified by County. The audit submitted must include Contractor responses, if any, concerning any audit findings.
 - 5. Pay all costs for any audit required or requested pursuant to this Article, unless the cost is allowable for payment with the grant funds provided pursuant to this Contract under the appropriate federal or state grant law and the cost was specifically included in the Contractor grant budget approved by County.
- B. CONTRACTOR receiving federal funds under this Contract, and is a state or local government or non-profit organization, shall provide an annual audit which complies with the requirements of the most recent version of OMB Circular A-133 "Audits of State and Local Governments and Non-Profit Organizations."
- C. CONTRACTOR, who is a government entity, shall comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Contractor's fiscal year.

ARTICLE 23 - PUBLIC INFORMATION

- A. 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 information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.
- B. Any records submitted in response to this solicitation that respondent believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by respondent **prior** to the close of the solicitation.
- C. Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Respondent shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.
- D. County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall County be in any way financially responsible for any costs associated with securing such an order.

ARTICLE 24 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

- A. 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. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.
- B. COUNTY shall have 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.
- C. 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, shall be deemed to be 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 shall be required to 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, (subject to COUNTY approval if MWBE preferences apply) as soon as possible so as not to delay project completion.
- D. CONTRACTOR shall advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article 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 insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or

termination of this contract."

- E. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article 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 shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

ARTICLE 25 – GRANT COMPLIANCE

As applicable, at no additional cost to COUNTY, CONTRACTOR agrees to comply with all requirements in DHHS Title X Regulations, Part 59 – Grants for Family Planning Services, under the Arizona Family Planning Council, Family Planning Program Grant.

ARTICLE 26 - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PIMA COUNTY

L. A. Rodriguez
Procurement Director

7/1/15
Date

APPROVED AS TO CONTENT

[Signature]
Health Department Director or designee

27 June 15
Date

APPROVED AS TO FORM

[Signature] 6-22-15
Deputy County Attorney Date

CONTRACTOR

[Signature]
Authorized Officer Signature
Judith E. Regan
Please print name

MD
Title
6/25/15
Date

EXHIBIT A – SCOPE OF WORK

A. SCOPE

Providers working with Pima County Health Department Clinical Services Division will work with uninsured populations, providing family planning, colposcopy services women's health care and on-going consultant support and education.

ACTIVITY 1:

Provide high-quality medical services in Pima County Health Department's Colposcopy Clinic.

1. Service Delivery Methodology:

- a. The Contractor shall provide medical services on scheduled colposcopy clinics, typically held two times a month from 8:00am to 12:00pm. Additional colposcopy clinics may be convened per mutual agreement and based on the needs of the Program. All services shall be delivered according to "American Society for Colposcopy and Cervical Pathology (ASCCP)" Guidelines.
- b. The Contractor shall assist in the development and implementation of a Quality Assurance Program for the Colposcopy program that is consistent with ASCCP Guidelines.
- c. The Contractor shall assist in creating a Referral Network for patients who need additional care outside of Pima County Health Department.
- d. The Contractor shall act as the lead consultant for clinician's regarding follow-up, case management, clinical guidelines and service delivery and methodology.
- e. The Contractor shall attend monthly scheduled Clinician meetings.
- f. The Contractor shall conduct quarterly chart audits, make recommendations (corrective actions needed) and provide feedback as needed.

ACTIVITY 2:

Act as the Medical Consultant for the Pima County Health Departments' Family Planning Program.

These duties shall include but may not be limited to the following activities:

1. Service Delivery Methodology:

- a. The Contractor shall write, review and/or update procedures, protocols, and standing orders in adherence to Title X requirements, Pima County Policies and Procedures and ASCCP guidelines.
- b. The Contractor shall review operational activities of Clinicians at least once during the contract term, providing feedback and corrective action recommendations as needed.
- c. The Contractor shall be available for consultation on an as needed basis.

ACTIVITY 3:

Provide high-quality medical services of an emergent nature.

1. Service Delivery Methodology:

- a. The Contractor agrees to accept and provide services for appropriate referrals received and approved by the COUNTY that are of an emergent nature, CONTRACTOR will work within his/her own professional network to assure needed services are provided in a timely manner.
- b. The Contractor will alert COUNTY of negotiated fees related to emergent services and obtain approval prior to providing service. CONTRACTOR will bill COUNTY accordingly.
- c. The Contractor shall be available for consultation on an as needed basis.

The above activities are subject to budgetary limitations and regulation. COUNTY will provide and maintain the equipment and facilities, and furnish supplies and personnel necessary to perform the duties set forth in a satisfactory manner.

B. PAYMENT

COUNTY agrees to pay CONTRACTOR for services pursuant to this agreement, in accordance to the following budget table:

BUDGET ITEM	AMOUNT
a. Per Colposcopy Clinic Session	\$500.00.
b. For Emergent Services	\$10,000.
c. Monthly Consultant Fee	\$1,000.

**PIMA COUNTY HEALTH DEPARTMENT
MEDICAL AND HEALTH-RELATED SERVICES
CONTRACT AMENDMENT**

PROJECT: Family Planning Physician Services

CONTRACTOR: Judith E. Riley, M.D.
310 North Wilmot Road, Suite 306
Tucson, Arizona 85711

CONTRACT NO: CT-HD-15-0570

AMENDMENT NO: 01

CONTRACT	
NO.	<u>CT-HD-15-570</u>
AMENDMENT NO.	<u>01</u>
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

ORIGINAL CONTRACT TERM:	07/01/2015 – 06/30/2016	ORIGINAL CONTRACT AMOUNT:	\$34,000.00
TERM PRIOR AMENDMENT:	N/A	AMOUNT PRIOR AMENDMENTS:	\$0.00
TERM THIS AMENDMENT:	06/30/17	AMOUNT THIS AMENDMENT:	\$10,000.00
RENEWALS LEFT:	03	REVISED CONTRACT AMOUNT:	\$44,000.00

CONTRACT AMENDMENT

WHEREAS, Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and Judith E. Riley, M.D., hereinafter called CONTRACTOR, have entered into a Contract relating to the provision of family planning and colposcopy services on behalf of Pima County Health Department's Family Planning Program; and

WHEREAS, COUNTY and CONTRACTOR desire to amend said Contract to extend the term, increase funding and revise the Scope of the Contract to add additional services by CONTRACTOR.

NOW THEREFORE, it is agreed as follows:

- I. Replace Article 1.A – Term and Extension/Renewal, with the following:
 - A. This Contract, as awarded by the COUNTY, shall commence on July 1, 2015 through June 30, 2017, unless sooner terminated or further extended pursuant to the provisions of this Contract. The parties may renew this Contract for up to three (3) additional one-year periods or any portion thereof.
- II. Replace Article 2.B – Payment, with the following:
 - B. All services shall comply with the requirements and specifications as called for in this Contract, in Exhibit A or A1 – Scope of Work, and the Arizona Family Planning Council, Family Planning Title X Grant requirements; these documents are incorporated into the Contract the same as set forth herein.
- III. Amend Article 3 – Payment, as follows:
 1. Section A, shall be replaced with the following:

"In consideration of the services specified in this Contract, COUNTY agrees to pay CONTRACTOR in an amount not to exceed \$44,000."

2. Section C, replace with the following:

C. Request for payments shall be in accordance to Exhibit A or A1 - Scope of Work and Exhibit B - Price List, whichever is in effect at time services are provided. CONTRACTOR must:

1. Submit invoices to the COUNTY within 30 days of service delivery.
2. Invoice must include:
 - a. Contractor's name and address,
 - b. Invoice Date,
 - c. Invoice number,
 - d. Date of Service, and
 - e. Total Amount.

IV. Add Exhibit A1 - Scope of Work, effective January 1, 2016, see attached Exhibit A1.

V. Add Exhibit B - Price List, effective January 1, 2016, see attached Exhibit B.

VI. The effective date of this Amendment is January 1, 2016.

All other provisions of this Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

PIMA COUNTY

CONTRACTOR

By: Mary Jo 3-18-16
Procurement Director Date

By: Andrew D 3/16
Name & Title Date

APPROVED AS TO CONTENT

By: [Signature] 3-11-16
Health Department Director Date

APPROVED AS TO FORM

By: Randy D 2-24-16
Deputy County Attorney Date