



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: August 2, 2022

\* = Mandatory, information must be provided

or Procurement Director Award: [ ]

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

El Rio Santa Cruz Neighborhood Health Center, Inc. Dba El Rio Health Center

\*Project Title/Description:

Well Woman HealthCheck Program (WWHP). Program provides breast and cervical cancer screening and diagnostic services.

\*Purpose:

Provide breast and cervical cancer screening and diagnostic services for program uninsured/underinsured low-income eligible women.

\*Procurement Method:

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

\*Program Goals/Predicted Outcomes:

- 1. Ongoing outreach and the recruitment of eligible women.
2. Provide accessible, timely, and quality breast and cervical cancer screening and diagnostic services.
3. Provide care coordination services to support insured women who have abnormal screening results; and
4. Active participation in coalitions that will assist the Well Woman HealthCheck Program to:
a. Improve and expand WWHP;
b. Identify and partner with referral resources within local communities;
c. Coordinate community services to reduce duplicate efforts; and
d. Secure accessible treatment and follow-up services for WWHP women diagnosed with cancer who are ineligible for treatment under the Breast and Cervical Cancer Prevention and Treatment Act of 2000.

\*Public Benefit:

Provides low-income, uninsured, and medically under-served women access to lifesaving screening for early detection of breast and cervical cancers.

\*Metrics Available to Measure Performance:

- 1. The time from screening to diagnosis shall be less than sixty (60) days;
2. The time from diagnosis to treatment shall be less than sixty (60) days; and
3. Women who are diagnosed with breast or cervical abnormalities will have their progress monitored according to the WWHP Clinical guidelines.

\*Retroactive:

Yes. In the past, though El Rio was considered to be a subrecipient for this program, the regular contract template was used and the contract was signed by the Procurement Director. I did not realize that this would need to go to the BOS when I was choosing which contracts to work on first. In addition, we wanted to wait until we knew what was happening with the Well Woman grant funds before issuing WWHC funded agreements/contracts. The BOS accepted the new WWHC contract from ADHS on June 7, 2022.

JUL 15 22 PM 03 28 PCLK OF BD YR

ok GMI AF 7/8/22

TO: COB 7-15-22 (1)
VERS: 1
PGS: 42

JUL 15 22 PM 02 11 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: CT Department Code: HD Contract Number (i.e., 15-123): 22-420
Commencement Date: 07/01/2022 Termination Date: 06/30/2023 Prior Contract Number (Synergen/CMS): N/A
Expense Amount \$ 100,000 \* Revenue Amount: \$

\*Funding Source(s) required: Centers for Disease Control & Prevention via AZ Dept. of Health Services

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? 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: CT Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
Expense 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 Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
Match Amount: \$ Revenue Amount: \$

\*All Funding Source(s) required:

\*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)?

Contact: Sharon Grant

Department: Health

Telephone: 724-7842

Department Director Signature:

[Handwritten Signature]

Date: 7/6/22

Deputy County Administrator Signature:

[Handwritten Signature]

Date: 15 Jul 22

County Administrator Signature:

Date: 7/5/22

<b>Pima County Department of Health</b>	
<b>Project:</b> Well Woman HealthCheck Program (WWHP)	
<b>Subrecipient:</b> El Rio Santa Cruz Neighborhood Health Center Inc. Dba El Rio Health Center 839 W. Congress Tucson, AZ 85745	
<b>Amount:</b> \$100,000.00	
<b>Total Federal Funding Obligated by Pima County (pass-through) to subrecipient (El Rio Health Center):</b> \$50,000.00	
<b>Contract No.:</b> CT-HD-22-420	

<b>Sub-award Period of Performance / Budget Period:</b> 07/01/2022 - 06/30/2023			
<b>Subrecipient UEI #:</b> V9JTFH1682E9		<b>SAM Registration Date:</b> 11/08/2004	
<b>Federal Award Identification Number:</b> NU58DP006341			
<b>Federal Awarding Agency:</b> U.S. Department of Health and Human Services			
<b>Pass-through entity:</b> Arizona Department of Health Services, State Contract No. CTR059661			
<b>Required Match:</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Match Amount:</b> N/A
<b>Indirect Cost Rate:</b>	<input type="checkbox"/> Federal	<input type="checkbox"/> NICR	<input type="checkbox"/> de minimis <input checked="" type="checkbox"/> None
<b>Status of Contractor:</b>	<input checked="" type="checkbox"/> Subrecipient	<input type="checkbox"/> Contractor	<b>Research and Development:</b> No

CFDA	Program Description	National Funding Total	El Rio Award Total
93.898	Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	\$3,006,072	\$50,000
NA	Arizona Prevention Program - State General Funds and ADOT Funds	N/A	\$50,000

### SUBRECIPIENT AGREEMENT

**1. Parties and Background.**

- 1.1. Parties. This Agreement is between Pima County, a body politic and corporate of the State of Arizona ("County"), and El Rio Santa Cruz Neighborhood Health Center Inc., dba El Rio Health Center ("Subrecipient").
- 1.2. Authority. The Arizona Department of Health Services (ADHS) received grant funds from the Centers for Disease Control and Prevention (CDC) through the funding opportunity Arizona Cancer Prevention and Control Programs.

- 1.3. **Background.** County received a sub-award from the above grant to ADHS in the amount of \$261,000 for the portion of funding that is federal (the State provides about 50% of the total WWHC funding).
2. **Term.**
- 2.1. **Initial Term.** The term of this Agreement commences on July 1, 2022 and will terminate on June 30, 2023 ("Initial Term"). "Term," when used in this Agreement, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Agreement, the parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date.
- 2.2. **Extension Options.** In the event of an extension to the Federal award period of performance, County may renew this Agreement for up to two additional periods of up to one year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
3. **Scope of Services.** Subrecipient will implement the scope described in the attached **Exhibit A** (7 pages), at the dates and times described in **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand.
4. **Key Personnel.** Subrecipient will employ suitably trained and skilled professional personnel to perform all activities under this Contract. Personnel will be employees of the Subrecipient covered by personnel policies and practices of Subrecipient. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Subrecipient will obtain the approval of County. The key personnel include the following individuals: N/A
5. **No Commission.** Subrecipient certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee or bona fide established agents maintained by the Subrecipient for the purpose of securing business.
6. **Compensation and Payment.**
- 6.1. **Rates; Adjustment.** County will pay Contractor at the rates in **Exhibit B** (11 pages). These rates are based on one hundred percent (100%) of the prevailing Medicare allowable rates in effect on the date of service. Only those procedures and services listed in the Well Woman Health Check Program Medicare Reimbursement Rates, Schedule A, as distributed by the Arizona Department of Health Services (ADHS) via the County, in effect on the date of service shall be reimbursed. Issuance of a new Schedule A by ADHS with new services and/or rates shall not require an amendment to this Contract but rather will take effect upon publication.
- 6.2. **Maximum Payment Amount.** County's total payments to Subrecipient under this Contract, including any sales taxes, may not exceed \$100,000.00 (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Subrecipient is not required to provide any services, payment for which will cause the County's total payments under this Agreement to exceed the NTE Amount; if Subrecipient does so, it is at the Subrecipient's own risk.

- 6.3. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Subrecipient may invoice County for sales taxes that Subrecipient is required to pay under this Agreement. Subrecipient will show sales taxes as a separate line item on invoices.
- 6.4. Timing of Invoices. Subrecipient will invoice County on a monthly basis by the 5<sup>th</sup> of the month after the month for which services are being billed (e.g. invoice for services provided in June must be received by July 5). Payment for late submissions will be withheld at County's discretion. County may refuse to pay for any period for which Contactor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any period invoiced more than 6-months late.
- 6.5. Content of Invoices. Subrecipient will include detailed documentation in support of its invoices as specified in Exhibit A and assign each amount billed to an appropriate line item. Each request for reimbursement must:
- 6.5.1. Have a unique invoice number.
  - 6.5.2. Reference this Agreement number.
  - 6.5.3. Be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor or executive of the Subrecipient to ensure proper internal financial controls.
  - 6.5.4. Be for services as identified in **Exhibit A** of this Agreement.
  - 6.5.5. Be accompanied by documentation which will include, if applicable:
    - 6.5.5.1. A summary report of funds due (invoice) based on Medicaid rates detailed in **Exhibit B** of this Agreement. In addition, invoice will include the full rate for this service as a comparison to the rate being billed.
    - 6.5.5.2. Copies of paid invoices and receipts or cancelled checks (front and back) to support all purchases of goods or services.
    - 6.5.5.3. Detailed travel reports to support all travel expenses if reimbursement is authorized for travel,
    - 6.5.5.4. Any other documentation requested by County which provides sufficient supporting documentation to support the amount requested in the invoice.
- 6.6. No payments will be made to Subrecipient, until all of the following conditions are met:
- 6.6.1. Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form;
  - 6.6.2. Subrecipient has registered as a Pima County Vendor at the Pima County Procurement Vendor Portal:  
<http://webcms.pima.gov/cms/One.aspx?portalId=169&pageId=18377>

- 6.6.3. Adequate and accurate documentation is provided with each request for payment or invoice; and
- 6.6.4. This Agreement is fully executed.
- 6.7. Any change that increases or decreases the maximum allocated amount or that changes the Scope of Work in any way will require an Agreement amendment. Such change will not be effective, nor will compensation under the change be provided, until the Agreement amendment is fully executed by both parties.
- 6.8. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization as set forth in paragraphs 6.1 and 6.2 above will be at Subrecipient's own risk.
- 6.9. Invoice Adjustments. County may, at any time, question any payment under this Agreement. If County raises a question about the propriety of a past payment, Subrecipient will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Subrecipient under this or any other Agreement between County and Subrecipient. Subrecipient will promptly pay to County any overpayment that County cannot recover by set-off.

**7. Monitoring and Evaluation.**

- 7.1. County will monitor Subrecipient's activities and information sources in the management, fiscal, and services systems of Subrecipient and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Subrecipient uses the funding as allowed by the Department of Health and Human Services.
  - 7.1.1. Making adequate and acceptable progress in the provision of services;
  - 7.1.2. Maintaining adequate and acceptable systems to document services and expenditures; and
  - 7.1.3. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
- 7.2. Subrecipient must cooperate in the County's monitoring and evaluation process and any monitoring or oversight by U.S. Department of Health and Human Services.
- 7.3. If County finds that Subrecipient's performance is inconsistent with HHS grants policy and Uniform Guidance, (2 C.F.R. Part 200 and Subpart F), Subrecipient will be in default of this Agreement. If Subrecipient fails to take appropriate actions to correct the default within fifteen (15) calendar days from date of notices, this Agreement may be suspended or terminated.
- 7.4. Books and Records. To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the U.S. Department of Health and Human Services, will at all reasonable times have the right of access to Subrecipient's facility, books, documents, papers, or other records which are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Subrecipient's compliance with this Agreement.

8. **Insurance.** Subrecipient will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Subrecipient's indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Subrecipient for liabilities that may arise from or relate to this Agreement. If necessary, Subrecipient may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

8.1. Insurance Coverages and Limits: Subrecipient will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.

8.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent Subrecipients, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

8.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.

8.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory 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 employee – disease.

8.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose 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 shall cover professional misconduct or negligent acts of anyone performing any services under this Agreement.

8.2. Additional Coverage Requirements:

8.2.1. Claims Made 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 Agreement, and Subrecipient must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

8.2.2. Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional

insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient.

- 8.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Subrecipient.
  - 8.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
  - 8.2.5. The Required Insurance policies may not obligate County to pay any portion of Subrecipient's deductible or Self Insurance Retention (SIR).
  - 8.2.6. Subcontractors: Subrecipient 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. Subrecipient must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Subrecipient must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 8.3. Notice of Cancellation: Subrecipient must notify County, within two business days of Subrecipient's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or Agreement number and project description.
- 8.4. Verification of Coverage:
- 8.4.1. Subrecipient must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or Agreement number and project description. Each certificate must be signed by an authorized representative of the insurer.
  - 8.4.2. County may at any time require Subrecipient to provide a complete copy of any Required Insurance policy or endorsement. Note: Subrecipients for larger projects must provide actual copies of the additional insured and subrogation endorsements.
  - 8.4.3. Subrecipient must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Agreement commences. Subrecipient must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Agreement.

8.4.4. All insurance certificates must be sent directly to the appropriate County Department.

8.5. Approval and Modifications: The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Agreement. This can be done administratively, with written notice from the Risk Manager and does not require a formal Agreement amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Subrecipient, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

9. **Indemnification.** To the fullest extent permitted by law, Subrecipient will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Subrecipient or any of Subrecipient's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Subrecipient to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Subrecipient from and against any and all Claims. Subrecipient is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

10. **Laws and Regulations.**

10.1. Compliance with Laws. The parties will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

10.2. Compliance with Federal Grant Regulations. The Subrecipient acknowledges that federal financial assistance will be used to fund this contract. The Subrecipient will comply with all applicable federal law, regulations, executive orders, HHS policies, procedures, and directives.

10.3. Federal Funding Accountability and Transparency Act (FFATA). FFATA applies to all federal awards and includes requirements on executive compensation and requirements related to implementing the Act for the non-Federal entity at 2 CFR parts 25 (UEI) and 170 (Exec comp). See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

10.4. Administrative and audit requirements. Subrecipient will comply with the requirements of 45 CFR part 75 including internal controls, subrecipient monitoring and management, cost principles and audit requirements.

10.5. No Obligation by Federal Government. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity,

Subrecipient, or any other party pertaining to any other matter resulting from the contract.

- 10.6. 10.6 Byrd Anti-Lobbying Amendment. Contractor certifies that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- 10.7. Licensing. Subrecipient warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 10.8. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
- 10.9. Debarment and Suspension. (Executive Orders 12549 and 12689)—Contractor warrants that they are not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (a) This contract is a covered transaction for purposes of 2 CFR 180 and 2 CFR 3000. As such the Subrecipient is required to verify that none of the Contractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) The Subrecipient is required to provide their Unique Entity Identifier (UEI) number to Pima County.
- (c) The Subrecipient must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (d) This certification is a material representation of fact relied upon by Subrecipient. If it is later determined that the Subrecipient did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to Pima County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- (e) The Subrecipient agrees to comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 10.10. Energy Policy and Conservation Act. Subrecipient is obligated to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- 10.11. Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this contract.
- 10.12. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

CDC, Office of Grants Services  
Dedrick Muhammed, Grants Management Specialist  
Centers for Disease Control and Prevention  
Global Health Services Branch  
2939 Flowers Road  
Atlanta, GA 30341  
Email: [gtm2@cdc.gov](mailto:gtm2@cdc.gov) (Include "Mandatory Grant Disclosures" in subject line)

AND

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

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or  
Email: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto: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 also 2 C.F.R. Parts 180 & 376 and 31 U.S.C. 3321).

- 10.13. Copyright Interests and Inventions. The Subrecipient grants to County a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Agreement but not first produced in the performance of this contract, the Subrecipient will identify such data and grant to County or acquires on its behalf a license of the same scope as for data first produced

in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the Subrecipient will deliver to County data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by County.

Rights to Inventions Made Under a Contract or Agreement. Acceptance of grant funds obligates Subrecipient to comply with the requirements of 37 CFR Part 401 and HHS implementing regulations at 45 CFR 75.322.

#### 10.14. Non-Discrimination

10.14.1. Subrecipient will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, Subrecipient will 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.

10.14.2. As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

10.14.2.1. Subrecipient will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

10.14.2.2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000(d) et seq.).

10.14.2.3. As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs in accordance with Revised HHS LEP Guidance. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

10.15. §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses 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 Public Law 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.

11. **Health Insurance Portability and Accountability Act.** The parties acknowledge that the County is a hybrid covered entity as described in 45 C.F.R. §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, confidentiality and security of protected health information. Subrecipient acknowledges that it may obtain confidential personal health information in the course of Subrecipient's performance under the terms of this Contract. "Confidential personal health information" includes information that could be used to identify a participant, information pertaining to the participant's care, treatment or experience in County's program, and information pertaining to the cost of, payment for, or collections activities related to participant's care, treatment and experience in County's program. Subrecipient agrees to maintain the privacy, confidentiality and security of information it may obtain in the course of its performance under this Contract. In particular, Subrecipient agrees that it is County's Business Associate and agrees to be bound by the

Business Associate Agreement in **Exhibit C** (7 pages) which is incorporated into this agreement, and further specifically agrees that:

- 11.1. Any confidential personal health information that Subrecipient may obtain shall remain the sole property of the County; and
  - 11.2. Subrecipient 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 Contract shall be used by or disclosed by Subrecipient, its agents, officers, employees or sub-Subrecipients, except as required in the performance of its obligations under the terms of this Contract; and
  - 11.3. Subrecipient shall not remove any confidential personal health information from County premises, if applicable; and
  - 11.4. Any other information pertaining to individual persons shall not be divulged other than to employees or officers of Subrecipient as needed for the performance of its duties under this Contract, or to County.
12. **Independent Contractor.** Subrecipient is an independent contractor. Neither Subrecipient, nor any of Subrecipient's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Subrecipient is responsible for paying all federal, state and local taxes on the compensation received by Subrecipient under this Agreement and will indemnify and hold County harmless from any and all liability that County may incur because of Subrecipient's failure to pay such taxes.
  13. **Subcontractors.** Subrecipient 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 any of them may be liable, to the same extent that the Subrecipient is responsible for the acts and omissions of its own employees. Nothing in this Agreement 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.
  14. **Assignment.** Subrecipient may not assign its rights or obligations under this Agreement, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
  15. **Authority to Contract.** Subrecipient warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Subrecipient or any third party by reason of such determination or by reason of this Agreement.
  16. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Agreement, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Agreement, 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.

17. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

18. **Termination by County.**

18.1. Without Cause. Either Party may terminate this Agreement at any time without cause by notifying the other Party, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.

18.2. With Cause. Either Party may terminate this Agreement at any time without advance notice and without further obligation to the other Party when either Party finds the other Party to be in default of any provision of this Agreement.

18.3. Non-Appropriation. Notwithstanding any other provision in this Agreement, either Party may terminate this Agreement if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County, Subrecipient, or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Subrecipient, other than to pay for services rendered prior to termination.

19. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

**County:**

Theresa Cullen, MD, MS, Director  
Pima County Health Department  
3950 S. Country Club Rd, #100  
Tucson, AZ 85714

**Subrecipient:**

Nancy Johnson, RN, PhD, CEO  
El Rio Community Health Center  
839 W. Congress Street  
Tucson, AZ 85745

20. **Non-Exclusive Agreement.** Subrecipient understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

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

22. **Severability.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

23. **Audit Requirements**

23.1. Subrecipient will:

23.1.1. Comply with the applicable provisions of the Audit Requirements for Federal Awards in 45 C.F.R 75, Subpart F.

23.1.2. Establish and maintain a separate, identifiable accounting of all funds

provided by County under this Agreement. The accounting must record all expenditures that are used to support invoices and requests for payment from County.

23.1.3. Establish and maintain accounting records that identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.

23.1.4. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.

23.1.5. 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.

23.1.6. Ensure that any audit conducted pursuant to this Agreement 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 Section 22, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.

23.1.7. Pay all costs for any audit required or requested pursuant to this Section 22.

23.2. Subrecipient status:

23.2.1. If Subrecipient is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. 10-3140, Subrecipient will comply with the applicable audit requirements set forth in A.R.S. 11-624, "Audit of Non-Profit Corporations Receiving County Monies."

23.2.2. Subrecipient will 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 Subrecipient's fiscal year.

23.3. Subrecipient must timely submit the required or requested audit(s) to:

Pima County Grants Management and Innovation  
130 West Congress St, 3<sup>rd</sup> floor  
Tucson, Arizona 85701

24. **Books and Records.** Subrecipient 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, Subrecipient will retain all records relating to this Agreement for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

25. **Public Records.**

25.1. **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 Agreement, 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.

25.2. **Records Marked Confidential; Notice and Protective Order.** If Subrecipient reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Subrecipient of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Subrecipient 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.

26. **Legal Arizona Workers Act Compliance.**

26.1. Compliance with Immigration Laws. Subrecipient hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Subrecipient will further ensure that each subcontractor who performs any work for Subrecipient under this Agreement likewise complies with the State and Federal Immigration Laws.

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

26.3. Remedies for Breach of Warranty. Any breach of Subrecipient'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 Agreement subjecting Subrecipient to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Subrecipient will 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, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Subrecipient.

26.4. Subcontractors. Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 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 is a material breach of this contract subjecting

Subcontractor to penalties up to and including suspension or termination of this contract."

27. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement 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.
28. **Amendment.** The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties.
29. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Agreement supersedes all prior or contemporaneous agreements and understandings, oral or written.
30. **Effective Date.** This Agreement will become effective when all parties have signed it. The effective date of the Agreement will be the date this Agreement is signed by the last party (as indicated by the date associated with that party's signature).

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**PIMA COUNTY**

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Chair, Board of Supervisors

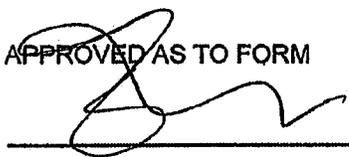
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Date

**ATTEST**

\_\_\_\_\_  
Clerk of the Board

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Date

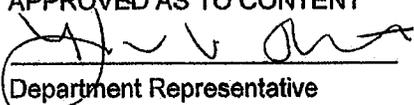
APPROVED AS TO FORM

  
\_\_\_\_\_  
Deputy County Attorney  
**Jonathan Pinkney**

\_\_\_\_\_  
Print DCA Name

7/5/22  
\_\_\_\_\_  
Date

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Department Representative

7/6/22  
\_\_\_\_\_  
Date

**SUBRECIPIENT**

  
\_\_\_\_\_  
Authorized Officer Signature

Nancy Johnson CEO  
\_\_\_\_\_  
Printed Name and Title

7/1/2022  
\_\_\_\_\_  
Date

**Exhibit A (7 pages)**  
**Scope of Services**

1. Service Delivery Methodology: Contractor shall provide cancer screening, follow up, and care coordination services on behalf of Pima County Health Department's Well Woman Health Check Program. Contractor shall perform the work in accordance with the terms of the Contract and WWHP requirements. The Contractor shall designate a site coordinator or liaison, accessible clinic sites, service schedules, and the identity of available health care providers for breast and cervical cancer screening services. The designated person or representative must attend steering committee meetings as scheduled by County.

1.1 Breast and Cervical Cancer Screening and Diagnostic Services

- 1.1.1 The Contractor shall recruit and enroll eligible women needing Program services. The Contractor shall schedule initial, follow-up, and annual appointments for Program services. Women may self-declare eligibility for Program services. Eligible women will be accepted into the program according to the following general guidelines:
  - 1.1.1.1 Women aged 40-64 years may be eligible for annual breast cancer screening (under 40 may be eligible based on clinically confirmed breast symptoms). Women aged 21-64 may also be eligible for cervical cancer screening.
  - 1.1.1.2 Eligible women have a household income, computed according to the most recent Federal Poverty Guidelines (published in the Federal Register annually), that is between 133.1%-250% of the Federal Poverty Guidelines, and are uninsured or under-insured. Under-insured is defined as: 1) Having health insurance that does not cover cancer screening or diagnostic services; 2) Being a Medicare beneficiary and not having Part B; 3) Having health insurance that does not provide coverage for breast or cervical cancer screening; or 4) Having health insurance with an annual deductible, monthly spend down, or co-payment that is high enough to prevent her from obtaining cancer screening services. (High deductible as determined by the WWHP.)
  - 1.1.1.3 Procedures listed on Exhibit B may not be inclusive of every procedure medically indicated as necessary for screening and diagnosis of breast cancer of women enrolled in the Well Woman Health Check Program. In the event such a medically necessary procedure is needed, the subcontractor must request prior authorization from the Pima County Health Department (PCHD). Each request will be presented by PCHD to the Arizona Department of Health Services (ADHS), and ADHS's final decision will be communicated back to the sub-contractor by PCHD. Any procedures not listed on Exhibit B completed without prior authorization from PCHD will not be reimbursed.
  - 1.1.1.4 Women must be residents of Arizona for at least one day with the intention of establishing permanent residence in Arizona.
  - 1.1.1.5 AHCCCS enrolled women shall be referred to appropriate providers within their health plans.

- 1.1.1.6 The Contractor shall refer women who may be AHCCCS eligible to the nearest AHCCCS enrollment office.
- 1.1.1.7 County shall be the payer of last resort.
- 1.1.2 The Contractor shall document and maintain patient eligibility information using Arizona Department of Health Services (ADHS) forms or approved Contractor forms that include age, income and other items characteristically present in a patient record. If patient records are maintained in a place other than the screening site, the Contractor shall provide the screening site with this information prior to the patient's scheduled appointment.
- 1.1.3 The Contractor shall provide annual breast cancer screening that includes performing a clinical breast examination and self breast exam instructions with a return demonstration by the woman. Screening mammography for asymptomatic and symptomatic women shall be provided as follows:
  - 1.1.3.1 All eligible women aged 40 to 64.
  - 1.1.3.2 Women who are Medicare beneficiaries and do not have Part B;
  - 1.1.3.3 Women with an intact cervix or history of cervical neoplasia are eligible to receive Pap test screening in accordance with the WWHP cervical screening policy. Annual clinical breast examination and pelvic examination are included in the office visit reimbursement.
  - 1.1.3.4 Women less than 40 years of age may only be enrolled if they exhibit clinically confirmed symptoms of breast or cervical cancer (HGSIL Pap test). Once the client's abnormality has been resolved and the recommendation is to return to routine screening intervals, the client should be dis-enrolled from the WWHP and referred to the local Title V or Title X program. If the client does not qualify for the local Title V or Title X program, then the client is eligible to receive Pap test screening in accordance with the WWHP cervical screening policy. Annual clinical breast exam and pelvic exam are included in the office visit reimbursement.
  - 1.1.3.5 Office visits solely for the purpose of giving patient normal results for screening procedures are not reimbursed. The clinical breast examination, pelvic examination and Pap test (if necessary) are included in the office visit reimbursement. Office visits solely for the purpose of giving patient a referral for mammogram are not reimbursed.
  - 1.1.3.6 Services shall be delivered according to the Breast Cancer Diagnostic Algorithms for Primary Care Providers, developed by the California Department of Public Health's Cancer Detection Section and the Consensus Guidelines for the Management of Women with Abnormal Cervical Cancer Screening Tests, published by the American Society for Colposcopy and Cervical Pathology (ASCCP) provided by ADHS and available from County.
- 1.1.4 Based on the findings of the breast cancer screening, the Contractor shall provide appropriate clinical follow-up according to the Breast Cancer Diagnostic Algorithms for Primary Care Providers provided by ADHS.
- 1.1.5 The Contractor shall provide annual cervical cancer screening for all enrolled women that includes a complete visual and bimanual pelvic examination and,

as necessary, a Pap or Human Papillomavirus (HPV) test. If the annual exam and Pap test are normal, the cervical cancer screening is reduced to screening every third year. If a Pap test is abnormal, an HPV test may be indicated. If the HPV test is negative, the next cervical cancer Screening is scheduled for five years later. Follow-up shall be provided as indicated by the findings of the Pap and HPV test and in accordance with the Consensus Guidelines for the Management of Women with Abnormal Cervical Cancer Screening Tests, provided by ADHS.

- 1.1.6 The Contractor shall inform the patient and her provider of the results of the screening examination. The Contractor shall make available appropriate follow-up for women enrolled in the Program to assure that women with suspicious or abnormal results receive needed screening, diagnosis, and treatment. The Contractor shall conduct clinical follow-up for abnormal findings pursuant to the Breast Cancer Diagnostic Algorithms for Primary Care Providers and the Consensus Guidelines for the Management of Women with Abnormal Cervical Cancer Screening Tests algorithms.
  - 1.1.7 The Contractor shall implement a Client Satisfaction Survey to assess patient satisfaction with service delivery. The Contractor shall participate in the Peer Review Process in coordination with County and ADHS to evaluate clinical services.
  - 1.1.8 The Contractor shall participate in special breast and cervical cancer screening initiatives as determined necessary by County and as funds are available.
- 1.2 Timely and Appropriate Follow-Up for Breast and Cervical Cancer Screening Services
- 1.2.1 Contractor shall provide eligible women an annual screening mammography, annual clinical breast examination (CBE) and pelvic exam, with a Pap smear if necessary. Contractor shall provide additional diagnostics as outlined in Exhibit B, attached. These screening and diagnostic services are paid for at a fee for service rate to providers for each woman screened per Exhibit B. Program women are not to be charged for covered services. Upon termination of this Agreement, Contractor is solely responsible to provide follow-up care for women with abnormalities screened by Contractor during the contract year. Reimbursement may be available for diagnostic procedures.
  - 1.2.2 Ensure that women are charged reasonable sliding scale rates for uncovered Services. According to 42 U.S.C. §300, women below 100% of the Federal Poverty Level shall not be charged for such services.
  - 1.2.3 Provide case management (client care plan and referral services) for women with abnormal screening results and cancer diagnoses. The site coordinator is to monitor timely and appropriate follow-up for screening and diagnostic services.
    - Screening to diagnosis is to take less than 60 days.
    - Diagnosis to treatment is to take less than 60 days.

- 1.2.4 Develop a client notification system for results, follow-up appointments and annual re-screening.
- 1.2.5 Only certain women screened through the WWHP are eligible for treatment, which will be provided through AHCCCS. Each eligible woman who has been clinically diagnosed with breast or cervical cancer or pre-cancerous cervical lesions will fill out an AHCCCS eligibility form. The contractor is responsible for facilitating the completion of the form with County and forwarding the application to AHCCCS and/or County for verification and approval. Women not eligible for treatment services under the Breast and Cervical Cancer Prevention and Treatment Act of 2000 must access treatment within sixty (60) days from the date of diagnosis.
- 1.2.6 The Contractor shall inform the patient and her provider of the results of the screening/diagnostic procedures. The Contractor shall make available appropriate follow-up for women enrolled in the Program to assure that women with suspicious or abnormal results receive needed diagnosis and treatment.

### 1.3 Care Coordination Services

Care Coordination is client centered individualized service planning and assistance in securing access to services to help individuals dealing with abnormal breasts or cervical issues. Through Care Coordination, the Well Woman Health Check Program (WWHP) contractor will:

- 1.3.1 Provide support to insured women who have abnormal breast and/or cervical results requiring clinical follow up and support services.
- 1.3.2 Work with uninsured women not eligible for WWHC needing further cervical follow-up that were screened in Pima County Health Department Clinics.
- 1.3.3 Provide ongoing case management services.
- 1.3.4 Work with other agencies to provide referrals for those in need of other support services.
- 1.3.5 Ensure the following standards are met:
  - Linkages to other health support services.
  - Cultural competency in service delivery.
  - Continuous improvement of the Care Coordination Program by monitoring utilization and outcomes on an individual basis.
  - Promotion of implementation of approved evidence based best practices.
  - Respect for the privacy of individuals.
- 1.3.6 Each person who enrolls in the program will work with a Care Coordinator. Care Coordinators will provide the following services:
  - Identify potential participants.
  - Provide education and assess barriers to care (i.e. transportation, insurance, health home support, etc.)
  - Assess insurance status.

- Discuss barriers to obtaining recommended follow-up care
- Assist patient in making the initial appointment.
- Track the patient's progress, including:
  - Attending the first appointment
  - Ensuring completion of the recommended care plan
- Follow up with the patient at 3 months, 6 months and 12 months

1.3.7 WWHP Care Coordinators use the following forms, which may be changed without need of an amendment:

- Well Woman HealthCheck Program (WWHP) Demographic form (ATTACHMENT 1)
- Well Woman HealthCheck Program (WWHP) Consent to Share and Release Medical Information (ATTACHMENT 2)
- Well Woman HealthCheck Program (WWHP) Client's Consent to Participate in the Program (ATTACHMENT 3)
- Well Woman HealthCheck Program (WWHP) Care Coordination Patient listing (ATTACHMENT 4)

1.4 Attend continuing education and training efforts for Program service providers.

1.4.1 The Contractor shall identify Program service providers needing training or continuing education related to breast and cervical cancer screening and treatment or needing information about this Program. Training and continuing education shall include jointly developing effective, culturally competent communication strategies for identifying needs and providing professional education. The Contractor shall assure that Program providers are informed in a timely manner about changes in breast and cervical cancer screening and treatment, changes in the Program, and opportunities for training and continuing education.

1.4.2 The Contractor shall maintain attendance rosters and provide an opportunity for participants to evaluate training efforts in writing. The Contractor shall review regularly offered patient satisfaction surveys and link findings with continuing education needs. The Contractor shall prepare and provide specific reports to County as needed to coordinate continuing education. On-site monitoring and annual visits will be utilized to further monitor progress in this area.

2 Program Reports / Evaluation: Collect and report Program data in accordance with ADHS WWHP guidelines and participate in Program evaluation. The following reports shall be submitted by Contractor to County on the dates specified below:

2.1.1 The Contractor shall provide to County monthly reports on all Program women for the Minimum Data Elements (MDE's) within 36 days of service as required by the Centers for Disease Control and Prevention (CDC) and in a format prescribed by ADHS. Payment for late submissions will be withheld at County's discretion. The Contractor shall maintain confidentiality of all patient information. The Contractor shall participate in special studies and data collection for program evaluation as requested by County or ADHS.

- 2.1.2 Within 36 calendar days from date of service, contractor shall submit, in a format specified by County, a Monthly Follow-Up & Tracking Report for each client served in the previous month, including care coordination services provided. All documentation is to be delivered in one PDF file using SFTP.
- 2.1.3 The Contractor shall report on progress in performing the services provided under this Contract at the Steering Committee Meetings and upon request.
- 2.1.4 The Contractor shall develop and maintain a current list of clinic sites and hours and provide copies to County program coordinator within thirty (30) days of execution of the contract.
- 2.1.5 When requested by County, the Contractor shall implement a Client Satisfaction Survey to assess patient satisfaction with service delivery. The Contractor shall participate in the Peer Review Process in coordination with County and ADHS to evaluate clinical services.
- 2.1.6 The Contractor shall file an annual summary report, analyzing patient satisfaction, along with a plan to implement all reasonable and necessary changes to the service delivery process based on client feedback.
- 2.1.7 County and /or ADHS will perform annual clinic audits to confirm compliance with this Agreement.
- 2.1.8 Quarterly Reports are due five (5) days after the end of each quarter.
- 2.1.9 Screening Baselines are due thirty (30) days after Contract award and annually thereafter.

### 3 Standards and Certifications:

- 3.1.1 Contractor shall maintain certification with the Food and Drug Administration in compliance with the Mammography Quality Standards Act (1922), maintain its annual American College of Radiology (ACR) accreditation, report findings using the ACR lexicon language and be inspected annually by the Arizona Radiation Regulatory Agency in accordance with Arizona State Statute. Contractor shall provide County with a copy of its current licensing and accreditation certificates upon execution of this Contract. Contractor shall notify County by telephone and in writing within twenty-four hours of receiving notification of any lapse in its accreditation.
- 3.1.2 All health care personnel providing services shall be registered, licensed, or board certified in Arizona in their respective fields. Contractor shall provide County copies of licenses for all health care providers participating in the Well Woman Health Check Program (WWHP) upon execution of this Contract and annually thereafter. All credentialed contractor providers are eligible to provide WWHP services.
- 3.1.3 Contractor shall adhere to the Standards of the Clinical Laboratory Improvement ACT (CLIA 1988) and must report findings using the Bethesda System. Contractor shall provide County with a copy of the CUA accreditation

upon execution of this Contract and annually thereafter. Contractor shall provide County with a copy of its current licensing and accreditation certificates upon execution of this Contract. Contractor shall notify County by telephone and in writing within twenty-four hours of receiving notification of any lapse in its accreditation.

- 3.1.4 Contractor shall permit representatives or agents of County and/or the Arizona Department of Health Services to inspect its facilities and its procedures, review quality assurance monitoring policies and procedures, and to provide continuing education as needed.
- 3.1.5 Contractor shall respond in writing within 20 days to County letters concerning quality assurance issues and shall document all related follow up in quarterly reports.
- 3.1.6 For a woman who may be lost to follow-up, Contractor must make at least four attempts to contact each woman: three separate attempts to contact by phone, and one by certified letter. All attempts must be documented in the woman's chart. For any woman lost to follow-up despite these attempts, Contractor must submit a completed close-out form supplied by the County.

## EXHIBIT B (11 pages)

### 2022 NBCCEDP Allowable Procedures and Relevant CPT® Codes

Listed below are allowable procedures and the corresponding suggested Current Procedural Terminology (CPT) codes for use in the National Breast and Cervical Cancer Early Detection Program (NBCCEDP) under these general conditions:

- Grantees are required to be responsible stewards of the NBCCEDP funds and use screening and diagnostic dollars in an efficient and appropriate manner.
- When questions arise regarding the appropriateness to use a specific CPT code, the grantee should discuss with their local medical consultants and CDC to determine appropriateness.
- The CPT codes listed are not all-inclusive and grantees may add other, including temporary, CPT codes for an approved procedure.

CPT Code	Office Visits	End Note	Professional Component (-26)	Technical Component (-TC)	Total
G2025	Telehealth visit.				\$ 99.45
99202	New patient; medically appropriate history/exam; straightforward decision making; 15-29 minutes.				\$ 71.64
99203	New patient; medically appropriate history/exam; low level decision making; 30-44 minutes.				\$ 110.42
99204	New patient; medically appropriate history/exam; moderate level decision making; 45-59 minutes.	1			\$ 165.29
99205	New patient; medically appropriate history/exam; high level decision making; 60-74 minutes.	1			\$ 218.34
99211	Established patient; evaluation and management, may not require presence of physician; presenting problems are minimal.				\$ 22.18
99212	Established patient; medically appropriate history/exam; straightforward decision making; 10- 19 minutes.				\$ 55.12
99213	Established patient; medically appropriate history/exam; low level decision making; 20-29 minutes.				\$ 89.83
99214	Established patient; medically appropriate history/exam; moderate level decision making; 30-39 minutes.				\$ 127.59

CPT Code	Office Visits	End Note	Professional Component (-26)	Technical Component (-TC)	Total
99385	<i>Initial</i> comprehensive preventive medicine evaluation and management; history, examination, counseling and guidance, risk factor reduction, ordering of appropriate immunizations and lab procedures; 18 to 39 years of age.	2			\$ 110.42
99386	Same as 99385, but 40 to 64 years of age.	2			\$ 110.42
99387	Same as 99385, but 65 years of age or older.	2			\$ 110.42
99395	<i>Periodic</i> comprehensive preventive medicine evaluation and management; history, examination, counseling and guidance, risk factor reduction, ordering of appropriate immunizations and lab procedures; 18 to 39 years of age.	2			\$ 89.83
99396	Same as 99395, but 40 to 64 years of age.	2			\$ 89.83
99397	Same as 99395, but 65 years of age or older.	2			\$ 89.83

CPT Code	Screening and Diagnostic Procedures	End Note	Professional Component (-26)	Technical Component (-TC)	Total
Various	To include any pre-operative testing procedures medically necessary for the planned surgical procedure (e.g., complete blood count, urinalysis, pregnancy test, pre-operative CXR, etc.).				
G0279	Diagnostic digital breast tomosynthesis, unilateral or bilateral.	4	\$ 29.43	\$ 24.22	\$ 53.66
10004	Fine needle aspiration biopsy without imaging guidance, each additional lesion.				\$ 50.78
10005	Fine needle aspiration biopsy including ultrasound guidance, first lesion.				\$ 134.41
10006	Fine needle aspiration biopsy including ultrasound guidance, each additional lesion.				\$ 60.12
10007	Fine needle aspiration biopsy including fluoroscopic guidance, first lesion.				\$ 303.11
10008	Fine needle aspiration biopsy including fluoroscopic guidance, each additional lesion.				\$ 161.27
10009	Fine needle aspiration biopsy including CT guidance, first lesion.				\$ 464.76
10010	Fine needle aspiration biopsy including CT guidance, each additional lesion.				\$ 275.10
10011	Fine needle aspiration biopsy including MRI guidance, first lesion.	8			\$ 464.76

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CPT Code	Screening and Diagnostic Procedures	End Note	Professional Component (-26)	Technical Component (-TC)	Total
10012	Fine needle aspiration biopsy including MRI guidance, each additional lesion.	8			\$ 275.10
10021	Fine needle aspiration biopsy without imaging guidance, first lesion.				\$ 101.52
19000	Puncture aspiration of cyst of breast.				\$ 106.27
19001	Puncture aspiration of cyst of breast, each additional cyst, <i>used with 19000</i> .				\$ 26.77
19081	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; stereotactic guidance; first lesion.	6			\$ 564.38
19082	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; stereotactic guidance; each additional lesion.	6			\$ 450.60
19083	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; ultrasound guidance; first lesion.	6			\$ 564.72
19084	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; ultrasound guidance; each additional lesion.	6			\$ 442.50
19085	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; magnetic resonance guidance; first lesion.	6			\$ 866.35
19086	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; magnetic resonance guidance; each additional lesion.	6			\$ 684.87
19100	Breast biopsy, percutaneous, needle core, not using imaging guidance.				\$ 156.49
19101	Breast biopsy, open, incisional.				\$ 340.24
19120	Excision of cyst, fibroadenoma or other benign or malignant tumor, aberrant breast tissue, duct lesion, nipple or areolar lesion; open; one or more lesions.				\$ 513.87
19125	Excision of breast lesion identified by preoperative placement of radiological marker; open; single lesion.				\$ 566.59
19126	Excision of breast lesion identified by preoperative placement of radiological marker, open; each additional lesion separately identified by a preoperative radiological marker.				\$ 159.97
19281	Placement of breast localization device, percutaneous; mammographic guidance; first lesion.	7			\$ 243.14
19282	Placement of breast localization device, percutaneous; mammographic guidance; each additional lesion.	7			\$ 172.97

CPT Code	Screening and Diagnostic Procedures	End Note	Professional Component (-26)	Technical Component (-TC)	Total
19283	Placement of breast localization device, percutaneous; stereotactic guidance; first lesion.	7			\$ 268.23
19284	Placement of breast localization device, percutaneous; stereotactic guidance; each additional lesion.	7			\$ 204.03
19285	Placement of breast localization device, percutaneous; ultrasound guidance; first lesion.	7			\$ 423.18
19286	Placement of breast localization device, percutaneous; ultrasound guidance; each additional lesion.	7			\$ 356.55
19287	Placement of breast localization device, percutaneous; magnetic resonance guidance; first lesion.	7			\$ 726.40
19288	Placement of breast localization device, percutaneous; magnetic resonance guidance; each additional lesion.	7			\$ 572.91
57452	Colposcopy of the cervix.				\$ 123.59
57454	Colposcopy of the cervix, with biopsy and endocervical curettage.				\$ 167.03
57455	Colposcopy of the cervix, with biopsy.				\$ 158.68
57456	Colposcopy of the cervix, with endocervical curettage.				\$ 148.92
57460	Colposcopy with loop electrode biopsy(s) of the cervix.				\$ 317.94
57461	Colposcopy with loop electrode conization of the cervix.				\$ 354.18
57500	Cervical biopsy, single or multiple, or local excision of lesion, with or without fulguration (separate procedure).				\$ 152.38
57505	Endocervical curettage (not done as part of a dilation and curettage).				\$ 145.10
57520	Conization of cervix, with or without fulguration, with or without dilation and curettage, with or without repair; cold knife or laser.				\$ 346.38
57522	Loop electrode excision procedure.				\$ 298.01
58100	Endometrial sampling (biopsy) with or without endocervical sampling (biopsy), without cervical dilation, any method (separate procedure).				\$ 101.29
58110	Endometrial sampling (biopsy) performed in conjunction with colposcopy (List separately in addition to code for primary procedure).				\$ 50.33

CPT Code	Screening and Diagnostic Procedures	End Note	Professional Component (-26)	Technical Component (-TC)	Total
76098	Radiological examination, surgical specimen.		\$ 15.40	\$ 25.85	\$ 41.25
76641	Ultrasound, complete examination of breast including axilla, unilateral.		\$ 35.30	\$ 69.32	\$ 104.62
76642	Ultrasound, limited examination of breast including axilla, unilateral.		\$ 33.22	\$ 53.06	\$ 86.28
76942	Ultrasonic guidance for needle placement, imaging supervision and interpretation.		\$ 30.88	\$ 26.18	\$ 57.06
77046	Magnetic resonance imaging (MRI), breast, without contrast, unilateral.	5	\$ 69.64	\$ 163.86	\$ 233.50
77047	Magnetic resonance imaging (MRI), breast, without contrast, bilateral.	5	\$ 76.87	\$ 163.20	\$ 240.07
77048	Magnetic resonance imaging (MRI), breast, including CAD, with and without contrast, unilateral.	5	\$ 101.49	\$ 270.05	\$ 371.53
77049	Magnetic resonance imaging (MRI), breast, including CAD, with and without contrast, bilateral.	5	\$ 111.09	\$ 268.72	\$ 379.81
77053	Mammary ductogram or galactogram, single duct.		\$ 17.47	\$ 36.80	\$ 54.27
77063	Screening digital breast tomosynthesis, bilateral.	3	\$ 29.43	\$ 24.22	\$ 53.66
77065	Diagnostic mammography, unilateral, includes CAD.		\$ 39.08	\$ 86.91	\$ 125.99
77066	Diagnostic mammography, bilateral, includes CAD.		\$ 48.33	\$ 111.13	\$ 159.47
77067	Screening mammography, bilateral, includes CAD.		\$ 37.01	\$ 91.89	\$ 128.89

CPT Code	ASC Rates with Relevant CPT Codes	End Note	Facility Price (for Provider)	Facility Fee	
19000	Puncture aspiration of cyst of breast		\$ 42.89	\$ 106.27	
19081	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; stereotactic guidance; first lesion		\$ 163.86	\$ 564.38	
19083	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; ultrasound guidance; first lesion		\$ 154.90	\$ 564.72	
19084	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; ultrasound guidance; each additional lesion		\$ 77.15	\$ 442.50	
19085	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; magnetic resonance guidance; first lesion		\$ 179.78	\$ 866.35	
19100	Breast biopsy, percutaneous, needle core, not using imaging guidance		\$ 69.21	\$ 156.49	
19101	Breast biopsy, open, incisional		\$ 222.11	\$ 340.24	
19120	Excision of cyst, fibroadenoma or other benign or malignant tumor, aberrant breast tissue, duct lesion, nipple or areolar lesion; open; one or more lesions		\$ 413.65	\$ 513.87	
19125	Excision of breast lesion identified by preoperative placement of radiological marker; open; single lesion		\$ 458.08	\$ 556.59	
CPT Code	Pathology	End Note	Professional Component (-26)	Technical Component (-TC)	Total
Various	Pre-operative testing; CBC, urinalysis, pregnancy test, etc. These procedures should be medically necessary for the planned surgical procedure.				
87426	COVID-19 infectious agent detection by nuclei acid DNA or RNA; amplified probe technique.				\$ 35.33
87635	COVID-19 infectious agent antigen detection by immunoassay technique; qualitative or semiquantitative				\$ 51.31
88365	In situ hybridization (e.g., FISH), per specimen; initial single probe stain procedure.		\$ 43.25	\$ 134.99	\$ 178.24
88364	In situ hybridization (e.g., FISH), per specimen; each additional single probe stain procedure.		\$ 34.35	\$ 104.16	\$ 138.51

CPT Code	Pathology	End Note	Professional Component (-26)	Technical Component (-TC)	Total
88366	In situ hybridization (e.g., FISH), per specimen; each multiplex probe stain procedure.		\$ 61.45	\$ 219.61	\$ 281.06
88373	Morphometric analysis, in situ hybridization, computer-assisted, per specimen, each additional probe stain procedure.		\$ 25.85	\$ 44.80	\$ 70.64
88374	Morphometric analysis, in situ hybridization, computer-assisted, per specimen, each multiplex stain procedure.		\$ 43.37	\$ 293.31	\$ 336.68
88367	Morphometric analysis, in situ hybridization, computer-assisted, per specimen, initial single probe stain procedure.		\$ 33.40	\$ 77.95	\$ 111.35
88368	Morphometric analysis, in situ hybridization, manual, per specimen, initial single probe stain procedure.		\$ 40.96	\$ 90.86	\$ 131.82
88369	Morphometric analysis, in situ hybridization, manual, per specimen, each additional probe stain procedure.		\$ 32.02	\$ 81.60	\$ 113.62
88377	Morphometric analysis, in situ hybridization, manual, per specimen, each multiplex stain procedure.		\$ 63.72	\$ 342.39	\$ 406.10
87624	Human Papillomavirus, high-risk types.	9			\$ 35.09
87625	Human Papillomavirus, types 16 and 18 only.	9			\$ 40.55
88141	Cytopathology, cervical or vaginal, any reporting system, <i>requiring interpretation by physician.</i>				\$ 21.32
88142	Cytopathology (liquid-based Pap test) cervical or vaginal, collected in preservative fluid, automated thin layer preparation; manual screening under physician supervision.				\$ 20.26
88143	Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; manual screening and rescreening under physician supervision.				\$ 23.04
88164	Cytopathology (conventional Pap test), slides cervical or vaginal reported in Bethesda System, manual screening under physician supervision.				\$ 15.12
88165	Cytopathology (conventional Pap test), slides cervical or vaginal reported in Bethesda System, manual screening and rescreening under physician supervision.				\$ 42.22

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CPT Code	Pathology	End Note	Professional Component (-26)	Technical Component (-TC)	Total
88172	Cytopathology, evaluation of fine needle aspirate; immediate cytohistologic study to determine adequacy of specimen(s), first evaluation episode.		\$ 35.33	\$ 18.88	\$ 54.21
88173	Cytopathology, evaluation of fine needle aspirate; interpretation and report.		\$ 69.94	\$ 81.23	\$ 151.17
88174	Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; screening by automated system, under physician supervision.				\$ 25.37
88175	Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; screening by automated system and manual rescreening, under physician supervision.				\$ 26.61
88177	Cytopathology, evaluation of fine needle aspirate; immediate cytohistologic study to determine adequacy of specimen(s), each separate additional evaluation episode.		\$ 21.59	\$ 6.97	\$ 28.56
88305	Surgical pathology, gross and microscopic examination.		\$ 37.09	\$ 32.16	\$ 69.24
88307	Surgical pathology, gross and microscopic examination; requiring microscopic evaluation of surgical margins.		\$ 81.90	\$ 196.65	\$ 278.54
88331	Pathology consultation during surgery, first tissue block, with frozen section(s), single specimen.		\$ 61.37	\$ 40.12	\$ 101.49
88332	Pathology consultation during surgery, each additional tissue block, with frozen section(s).		\$ 30.51	\$ 22.86	\$ 53.37
88341	Immunohistochemistry or immunocytochemistry, per specimen; each additional single antibody stain procedure (List separately in addition to code for primary procedure).		\$ 28.14	\$ 62.05	\$ 90.19
88342	Immunohistochemistry or immunocytochemistry, per specimen; initial single antibody stain procedure.		\$ 34.68	\$ 67.33	\$ 102.01
88360	Morphometric analysis, tumor immunohistochemistry, per specimen; manual.		\$ 41.57	\$ 78.61	\$ 120.18

CPT Code	Pathology	End Note	Professional Component (-26)	Technical Component (-TC)	Total
88361	Morphometric analysis, tumor immunohistochemistry, per specimen; using computer- assisted technology.		\$ 43.40	\$ 76.29	\$ 119.69
99070	Supplies and materials (except spectacles), provided by the physician over and above those usually included with the office visit or other services rendered (list drugs, trays, supplies, or materials provided).				Various

HCPS Code	Transportation Services (AHCCCS Rates)	End Note	Amount
A0080	Non-emergency transportation, per mile, volunteer		\$ 0.44
A0160	Non-emergency transportation, per mile, case worker		\$ 0.44
A0100	Taxicab, base rate, per client		\$ 1.04
S0215	Taxicab, rate/ per mile, urban		\$ 1.28
A0100	Taxicab base rate, per client		\$ 1.04
S0215	Taxicab, rate/ per mile, rural		\$ 1.53
A0120	Ambulatory Van, urban base rate per client		\$ 6.64
S0215	Ambulatory Van, urban rate/ per mile		\$ 1.28
A0120	Ambulatory Van, rural base rate per client		\$ 7.27
S0215	Ambulatory Van, rural rate/ per mile		\$ 1.53
A0130	Wheelchair Van, urban base rate per client		\$ 11.15
S0209	Wheelchair Van, urban rate/ per mile		\$ 1.54
A0130	Wheelchair Van, rural base rate per client		\$ 12.21
S0209	Wheelchair Van, rural rate/ per mile		\$ 1.66

CPT Code	Approved Pre-Operative Codes (ADHS Use Only)	End Note	Professional Component (-26)	Technical Component (-TC)	Total
36415	Lab Draw				\$ 3.00
80048	Basic Metabolic Panel				\$ 9.40
85025	Blood Count				\$ 8.63

85610	Pro Thrombin				\$ 4.37
85730	Thromboplastin				\$ 6.67
81003	Urinalysis				\$ 2.49
71046	Radiological examination, CHEST - 2 Views		\$ 10.63	\$ 22.20	\$ 32.83
93005	EKG				\$ 6.27
81025	Pregnancy Test				\$ 8.61
Various	Pre-operative testing; CBC, urinalysis, pregnancy test, etc. These procedures should be medically necessary for the planned surgical procedure.				

CPT Code	Anesthesia	End Note	Professional Component (-26)	Technical Component (-TC)	Total
00400	Anesthesia for procedures on the integumentary system, anterior trunk, not otherwise specified				\$ 32.12
99156	Moderate anesthesia, 10-22 minutes for individuals 5 years or older				\$ 75.96
99157	Moderate anesthesia for each additional 15 minutes	10			\$ 62.50
CPT Code	Procedures Specifically Not Allowed	End Note			
Any	Treatment of breast carcinoma in situ, breast cancer, cervical intraepithelial neoplasia and cervical cancer.				
77061	Breast tomosynthesis, unilateral.	11	X	X	X
77062	Breast tomosynthesis, bilateral.	11	X	X	X
87623	Human papillomavirus, low-risk types.		X	X	X

End Note	Description
1	All consultations should be billed through the standard “new patient” office visit CPT codes 99201–99205. Consultations billed as 99204 or 99205 must meet the criteria for these codes. These codes (99204–99205) are typically <u>not</u> appropriate for NBCCEDP screening visits. However, they may be used when provider spends extra time to do a detailed risk assessment.
2	The type and duration of office visits should be appropriate to the level of care needed to accomplish screening and diagnostic follow-up within the NBCCEDP. While some programs may need to use 993XX- series codes, Preventive Medicine Evaluation visits are not covered by Medicare and not appropriate for the NBCCEDP. The 9938X codes shall be reimbursed at or below the 99203 rate, and 9939X codes shall be reimbursed at or below the 99213 rate.
3	List separately in addition to code for primary procedure 77067.
4	List separately in addition to 77065 or 77066.
5	Breast MRI can be reimbursed by the NBCCEDP in conjunction with a mammogram when a client has a BRCA gene mutation, a first-degree relative who is a BRCA carrier, or a lifetime risk of 20% or greater as defined by risk assessment models such as BRCAPRO that depend largely on family history. Breast MRI also can be used to assess areas of concern on a mammogram, or to evaluate a client with a history of breast cancer after completing treatment. Breast MRI should never be done alone as a breast cancer screening tool. Breast MRI cannot be reimbursed for by the NBCCEDP to assess the extent of disease in a woman who has just been newly diagnosed with breast cancer in order to determine treatment.
6	Codes 19081–19086 are to be used for breast biopsies that include image guidance, placement of a localization device, and imaging of specimen. They should not be used in conjunction with 19281–19288.
7	Codes 19281–19288 are for image guidance placement of a localization device without image-guided biopsy. These codes should not be used in conjunction with 19081–19086.
8	For CPT 10011 use the reimbursement rate for CPT code 10009. For CPT 10012 use the reimbursement rate for CPT code 10010.
9	HPV DNA testing is not a reimbursable procedure if used as an adjunctive screening test to the Pap for women under 30 years of age.
10	Example: If procedure is 50 minutes, code 99156 + (99157 x 2). No separate charge allowed if procedure <10 minutes.
11	These procedures have not been approved for coverage by Medicare.

**Note: all procedures over \$2,500.00 must have prior authorization.**

**Exhibit C (7 pages)**  
**Business Associates Agreement**

WHEREAS, Pima County, on behalf of the Pima County Health Department ("Covered Entity"), and El Rio Santa Cruz Neighborhood Health Center Inc. ("Business Associate") (each, a "Party," and collectively, the "Parties") wish to enter into a Business Associate Agreement to ensure compliance with the Privacy, Security, Breach Notification, and Enforcement Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a written or oral arrangement or arrangements (the "Underlying Agreement") whereby Business Associate will provide certain services to Covered Entity that require Business Associate to create, receive, maintain, or transmit Protected Health Information ("PHI") on Covered Entity's behalf, and accordingly Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate and Covered Entity wish to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a business associate to Covered Entity.

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, the Parties agree to the provisions of this Business Associate Agreement ("Agreement").

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time the inconsistency is discovered shall control. Where provisions of this Agreement are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Agreement shall control.

**I. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

**A.** Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity.

**B.** Business Associate may use PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

**C.** Business Associate may disclose PHI in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the PHI is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

**D.** Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only PHI that is contained in a limited data set (as defined in 45 C.F.R. § 164.514(e)(2)), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of PHI to accomplish the intended purpose of the access, use, or request.

## **II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

**A.** Business Associate agrees not to use or further disclose PHI other than as permitted or required by this Agreement or the Underlying Agreement or as required by state and federal law.

**B.** Business Associate agrees to use appropriate safeguards and to comply, where applicable, with 45 C.F.R. Part 164, Subpart C with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this Agreement. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in 45 C.F.R. §§ 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with 45 C.F.R. § 164.316, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in 45 C.F.R. §§ 164.308, 164.310, and 164.312; and

2. report to Covered Entity any Security Incident, and any use or disclosure of PHI that is not provided for by this Agreement, of which Business Associate becomes aware without unreasonable delay and in no case later than thirty (30) calendar days after discovery.

**C.** Business Associate shall require each subcontractor that creates, receives, maintains, or transmits PHI on its behalf to enter into a business associate agreement or equivalent agreement containing the same restrictions on access, use, and disclosure of PHI as those applicable to Business Associate under this Agreement. Furthermore, to the extent that Business Associate provides Electronic PHI to a subcontractor, Business Associate shall require such subcontractor to comply with all applicable provisions of 45 C.F.R. Part 164, Subpart C.

**D.** Business Associate agrees to comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522 of which Business Associate has been notified by Covered Entity.

**E.** If Business Associate maintains a designated record set on behalf of Covered Entity, at the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available PHI required for Covered Entity to respond to an individual's request for access to his or her PHI in accordance with 45 C.F.R. § 164.524. If Business Associate maintains PHI in an electronic designated record set, it agrees to make such PHI available electronically to Covered Entity or, upon Covered Entity's specific request, to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.

**F.** If Business Associate maintains a designated record set on behalf of Covered Entity, at the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available PHI required for amendment by Covered Entity in accordance with the requirements of 45 C.F.R. § 164.526.

**G.** Business Associate agrees to document any disclosures of Protected Health Information, and to make PHI available for purposes of accounting of disclosures, as required by 45 C.F.R. § 164.528.

**H.** If Business Associate is to carry out one or more of Covered Entity's obligations under 45 C.F.R. Part 164, Subpart E, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

**I.** Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, to enable the Secretary to determine Business Associate's or Covered Entity's compliance with the HIPAA Privacy and Security Rules. Business Associate also shall cooperate with the Secretary and, upon the Secretary's request, pursuant to 45 C.F.R. § 160.310, shall disclose PHI to the Secretary to enable the Secretary to investigate and review Business Associate's or Covered Entity's compliance with the HIPAA Privacy and Security Rules.

**J.** Unless expressly authorized in the Underlying Agreement, Business Associate shall not:

1. use PHI for marketing or fundraising;

2. use PHI to create a limited data set or to de-identify the information;
3. use PHI to provide data aggregation services relating to the health care operations of Covered Entity; or
4. use or disclose PHI in exchange for remuneration of any kind, whether directly or indirectly, financial or non-financial, other than such remuneration as Business Associate receives from Covered Entity in exchange for Business Associate's provision of the services specified in the Underlying Agreement.
5. Prior express written authorization from Covered Entity is required for Business Associate to access, store, share, maintain, transmit, use, or disclose PHI in any form via any medium with any entity or person, including the Business Associate's employees and subcontractors, beyond the boundaries and jurisdiction of the United States. Authorization may be granted in the sole discretion of Covered Entity and, if granted, will be subject to additional conditions with which Business Associate must agree.

### **III. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS**

**A.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

**B.** Following the discovery of a Breach of Unsecured PHI ("Breach"), Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than thirty (30) calendar days after discovery of the Breach, and shall assist in Covered Entity's breach analysis process, including risk assessment, if requested. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate. The Breach notification shall be provided to Covered Entity in the manner specified in 45 C.F.R. § 164.410(c) and shall include the information set forth therein to the extent known. If, following the Breach notification, Business Associate learns additional details about the Breach, Business Associate shall notify Covered Entity promptly as such information becomes available. Covered Entity shall determine whether Business Associate or Covered Entity will be responsible for providing notification of any Breach to affected individuals, the media, the Secretary, and/or any other parties required to be notified under the HIPAA Privacy and Security Rules or other applicable law. If Covered Entity determines that Business Associate will be responsible for providing such notification, Business Associate may not carry out notification until Covered Entity approves the proposed notices in writing.

**C.** Notwithstanding the provisions of Section III.B., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

D. Business Associate shall bear Covered Entity's costs of any Breach and resultant notifications, if applicable, to the extent the Breach arises from Business Associate's negligence, willful misconduct, violation of law, violation of the Underlying Agreement, or violation of this Agreement.

#### **IV. OBLIGATIONS OF COVERED ENTITY**

A. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520.

B. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes could reasonably be expected to affect Business Associate's permitted or required uses and disclosures.

C. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

#### **V. TERM AND TERMINATION**

A. Term. The Term of this Agreement shall be effective as of the first effective date of any Underlying Agreement, and shall terminate upon later of the following events: (i) in accordance with Section V.C., when all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is returned to Covered Entity or destroyed (and a certificate of destruction is provided) or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the last of the Underlying Agreement.

B. Termination. Upon either Party's knowledge of a material breach by the other Party of its obligations under this Agreement, the non-breaching Party shall, within twenty (20) days of that determination, notify the breaching Party, and the breaching Party shall have thirty

C. (30) days from receipt of that notice to cure the breach or end the violation. If the breaching Party fails to take reasonable steps to effect such a cure within such time period, the non-breaching Party may terminate this Agreement and the Underlying Agreement without penalty.

Where either Party has knowledge of a material breach by the other Party and determines that cure is infeasible, prior notice of the breach is not required, and the non-breaching Party shall terminate the portion of the Underlying Agreement affected by the breach without penalty.

D. Effect of Termination.

1. Except as provided in paragraph 2 of this subsection C., upon termination of this Agreement, the Underlying Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors of Business Associate. Neither Business Associate nor its subcontractors shall retain copies of the PHI except as required by law.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide within ten (10) days to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate, and its applicable subcontractors, shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate and its applicable subcontractors maintain such Protected Health Information.

VI. MISCELLANEOUS

A. No Rights in Third Parties. Except as expressly stated herein or in the HIPAA Privacy and Security Rules, the Parties to this Agreement do not intend to create any rights in any third parties.

B. Survival. The obligations of Business Associate under Section V.C. of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement, and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

C. Amendment. The Parties agree that this Agreement will be amended automatically to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for each of them to comply with the current requirements of the HIPAA Privacy and Security Rules and the Health Insurance Portability and Accountability Act, unless a particular statutory or regulatory provision requires that the terms of this Agreement be amended to reflect any such change. In those instances where an amendment to this Agreement is required by law, the Parties shall negotiate in good faith to amend the terms of this Agreement within sixty

**D.** (60) days of the effective date of the law or final rule requiring the amendment. If, following such period of good faith negotiations, the Parties cannot agree upon an amendment to implement the requirements of said law or final rule, then either Party may terminate this Agreement and the Underlying Agreement upon ten (10) days written notice to the other Party. Except as provided above, this Agreement may be amended or modified only in a writing signed by the Parties.

**E.** Assignment. Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.

**F.** Independent Contractor. None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. Nothing in this Agreement creates or is intended to create an agency relationship.

**G.** Governing Law. To the extent this Agreement is not governed exclusively by the HIPAA Privacy and Security Rules or other provisions of federal statutory or regulatory law, it will be governed by and construed in accordance with the laws of the state in which Covered Entity has its principal place of business.

**H.** No Waiver. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

**I.** Interpretation. Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy and Security Rules.

**J.** Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

**K.** Notice. Any notification required in this Agreement shall be made in writing to the representative of the other Party who signed this Agreement or the person currently serving in that representative's position with the other Party.

**L.** Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written. In the event of any inconsistency between this Agreement and any other agreement between the Parties concerning the use and disclosure of PHI and the Parties' obligations with respect thereto, the terms of this Agreement shall control.

**M.** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.