



BOARD OF SUPERVISORS AGENDA ITEM REPORT **CONTRACTS / AWARDS / GRANTS**

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: January 8, 2019

*** = Mandatory, information must be provided**

or Procurement Director Award ☐

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

Arizona Department of Health Services (ADHS)

***Project Title/Description:**

Sexually Transmitted Disease Services (STD).

***Purpose:**

The Arizona Department of Health Services (ADHS) and the Pima County Health Department (PCHD) are entering into an Intergovernmental Agreement for a five year term, beginning January 1, 2019, for STD prevention and control in Pima County. The Pima County Health Department (PCHD) and Arizona Department of Health Services (ADHS) seek to build upon the current infrastructure that provides surveillance, epidemiology, disease investigation, prevention, policy and communication to expand and identify new interventions that include: screening and treatment, partner services, outreach, community collaborations, linkage to care, and health promotions that address the target populations and geographical areas of high prevalence in Pima County. The changing health care landscape and information technology advances present opportunities and challenges to improve STD prevention programs. The public health landscape is shifting from direct individual patient care and individual-level interventions to population health.

***Procurement Method:**

This grant IGA is a non-procurement contract, and is exempt from the standard procurement rules.

***Program Goals/Predicted Outcomes:**

Evaluate efforts to decrease the prevalence and potential to transmit STD infection in the community through proper screening, timely treatment, and increased education of our most at-risk populations: adolescents, young adults, men who have sex with men, and women of childbearing age. In addition to the reporting, prevention and control measures stated in the Arizona Revised Statutes, Title 9, Chapter 6, Articles 1 through 11, the PCHD will build upon the current infrastructure that provides surveillance, epidemiology, disease investigation, prevention, policy and communication to expand and identify new interventions that include: screening and treatment, partner services, outreach, community collaborations, linkage to care, and health promotions that address the target populations and geographical areas of high prevalence in Pima County.

***Public Benefit:**

The Health Department has a statutory obligation to investigate infectious or contagious disease and adopt measures to prevent the spread of disease as referenced in ARS 36-624.

***Metrics Available to Measure Performance:**

- Increase the number of STD records with complete data for key epidemiological fields by 10%.
- Increase the number of STD records dispositioned within thirty (30) days by 10%.
- Increase the number of early syphilis cases that have at least one partner treated in thirty (30) days of initial test by 10%.
- Increase the number of syphilis cases that are screened for HIV/AIDS within thirty (30) days of initial syphilis test by 15%.
- Increase the proportion of target populations (youth, MSM, and women of childbearing age) who receive at least annual STD screening by 20%.
- Reduce the percent of gonorrhea cases that receive non-CDC recommended treatment by 10%.
- Improve health department policies for STD prevention by using data to inform policy change and development. Complete an evaluation report.

***Retroactive:**

No.

Contract / Award Information

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

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

☐ Expense Amount: \$* _____ ☐ Revenue Amount: \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No**If Yes, is the Contract to a vendor or subrecipient?** _____Were insurance or indemnity clauses modified? ☐ Yes ☐ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☐ No*If Yes, attach the required form per Administrative Procedure 22-73.***Amendment / Revised Award Information**

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____Is there revenue included? ☐ Yes ☐ No If Yes \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards)☒ Award ☐ AmendmentDocument Type: GTAW Department Code: HD Grant Number (i.e.,15-123): 19-074Effective Date: 01/01/2019 Termination Date: 12/31/2023 Amendment Number: 00☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 122,074.00***All Funding Source(s) required:** Centers for Disease Control and Prevention (federal) via ADHS.***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)?**

Federal funds received via ADHS

Contact: Sharon GrantDepartment: HealthTelephone: 724-7842Department Director Signature/Date: Mary M. Thompson 12/14/2018Deputy County Administrator Signature/Date: John 12/18/2018County Administrator Signature/Date: C. P. Schellberg 12/18/18
(Required for Board Agenda/Addendum Items)



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. CTR040484

ARIZONA DEPARTMENT OF HEALTH SERVICES

150 North 18th Avenue, Suite 260
Phoenix, Arizona 85007
(602) 542-1045
(602) 542-1741 FAX

Project Title: STD Control Services

Begin Date: January 1st, 2019

Geographic Service Area: STATE OF ARIZONA

Termination Date: December 31st, 2023

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

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.

Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.

School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.

City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.

City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

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

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: _____

Tax License No.: _____

Contractor Name: **Pima County Health Department**
Address: **3950 South Country Club Road, Tucson, AZ 85714**

FOR CLARIFICATION, CONTACT:

Name: _____

Phone: _____

FAX No: _____

E-mail: _____

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

Signature of Person Authorized to Sign _____ Date _____

Print Name and Title _____

This Contract shall henceforth be referred to as Contract

No. CTR040484 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this _____ day of _____, 201_

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Barbara S. Burstein 12/13/2018
Signature of Person Authorized to Sign _____ Date _____

Barbara S. Burstein Deputy County Attorney
Print Name and Title _____

Attorney General Contract, No. CTR040484, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.
The Attorney General, BY:

Signature _____ Date _____

Assistant Attorney General:

REVIEWED BY:

Marci A. Thomas
Appointing Authority or Designee
Pima County Health Department

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR040484	

1. Definition of Terms. As used in this Contract, the terms listed below are defined as follows:

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR040484	

2. Contract Type.

This Contract shall be:

☒ Cost Reimbursement

3. Contract Interpretation.

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

4. Contract Administration and Operation.

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR040484	

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR040484	

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

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR040484	

- 4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 4.12. Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. Costs and Payments

- 5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.2. Recoupment of Contract Payments.
- 5.2.1. *Unearned Advanced Funds*. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
- 5.2.2. *Contracted Services*. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.
- 5.2.3. *Refunds*. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
- 5.2.4. *Unacceptable Expenditures*. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR040484	

5.4. Applicable Taxes.

- 5.4.1. *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 5.4.2. *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 5.4.3. *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.
- 5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.
- 5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:
 - 5.6.1. Accept a decrease in price offered by the Contractor;
 - 5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;
 - 5.6.3. Offer reductions in funding as an alternative to Contract termination; or
 - 5.6.4. Cancel the Contract.

6. **Contract Changes**

- 6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.
- 6.3. Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR040484	TERMS AND CONDITIONS

7. Risk and Liability

- 7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3. Force Majeure.
- 7.3.1. *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.3.2. *Exclusions.* Force Majeure shall not include the following occurrences:
- 7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.3.3. *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 7.3.4. *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.
- 7.4. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR040484	

8. Description of Materials

The following provisions shall apply to Materials only:

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

9. State's Contractual Remedies

- 9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2. Stop Work Order.
 - 9.2.1. *Terms*. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR040484	

The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

- 9.2.2. Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.
- 9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

- 10.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- 10.4. Termination Without Cause.
- 10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.
- 10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR040484	

10.4.3. If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. Arbitration

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

12. Communication

12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

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

13. Client Grievances

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR040484	

14. Sovereign Immunity

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

15. Administrative Changes

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

16. Survival of Terms After Termination or Cancellation of Contract

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

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

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

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

18. Comments Welcome

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 280, Phoenix, Arizona 85007.

19. Data Universal Numbering System (DUNS) Requirement

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR040484	

subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

20. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrs.gov/>

If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at <http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata> and must be returned to the ADHS by the 15th of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: ADHS_Grant@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <http://www.whitehouse.gov/omb/open>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR040484	SCOPE OF WORK

1. Background

- 1.1. 2017 Arizona statistics demonstrate an ongoing Sexually Transmitted Disease (STD) syndemic: the State of Arizona reported 39,635 cases of chlamydia (CT), 12,514 cases of gonorrhea (GC), and 2,424 cases of syphilis. Furthermore, in September 2018, ADHS declared the first statewide outbreak of syphilis in women and babies. Of the reported cases, Pima County accounted for 6,632 CT cases, 1,573 GC cases, and 269 syphilis cases.
- 1.2. To address this syndemic, Pima County Health Department (PCHD) and Arizona Department of Health Services (ADHS) must build upon the current infrastructure that provides surveillance, epidemiology, disease investigation, prevention, policy and communication to expand and identify new interventions that include: screening and treatment, partner services, outreach, community collaborations, linkage to care, and health promotions that address the target populations and geographical areas of high prevalence in Pima County. The changing health care landscape and information technology advances present opportunities and challenges to improve STD prevention programs. The public health landscape is shifting from direct individual patient care and individual-level interventions to population health.

2. Objective

In accordance with the cooperative agreement with the Center for Disease Control and Prevention (CDC) Strengthening Sexually Transmitted Disease Prevention and Control for Health Departments (STD PCHD) Grant number CDC-RFA-PS19-1901 (<https://www.cdc.gov/std/funding/pchd/default.htm>), to assure the prevention and control of STDs by supporting and improving the capacity of PCHD to:

- 2.1. Prevent and control the incidence of CT, GC, and syphilis;
- 2.2. Eliminate congenital syphilis;
- 2.3. Reduce primary and secondary syphilis;
- 2.4. Prevent antibiotic resistant gonorrhea;
- 2.5. Effectively respond to STD-related outbreaks;
- 2.6. Prevent STD-related reproductive health problems;
- 2.7. Reduce STD-related health disparities;
- 2.8. Improve surveillance capacity;
- 2.9. Provide appropriate treatment and linkage to care for persons infected with STDs and their partners;
- 2.10. Promote CDC-recommended screening, diagnosis and treatment;
- 2.11. Disseminate local data to the healthcare community and general public;
- 2.12. Monitor and develop STD-related policy;
- 2.13. Develop and strengthen partnerships to support STD prevention and control;
- 2.14. Support HIV prevention goals;
- 2.15. Analyze and use data for increased program insight and development;

3. Scope of Service

The PCHD shall:

- 3.1. In addition to the reporting, prevention and control measures stated in the Arizona Revised Statutes, Title 9, Chapter 6, Articles 1 through 11, the PCHD will build upon the current infrastructure that provides surveillance, epidemiology, disease investigation, prevention, policy and communication to expand and identify new interventions that include: screening and treatment, partner services, outreach, community collaborations, linkage to care, and health promotions that address the target populations and geographical areas of high prevalence in Pima County.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR040484	SCOPE OF WORK

- 3.2. PCHD shall collaborate with ADHS STD Control Program (STDCP) Epidemiologists and other community stakeholders to identify and conduct community outreach and activities to educate and screen high risk populations.
- 3.3. PCHD shall conduct patient care and partner services in accordance with the current CDC STD Treatment Guidelines and STD Program Operations Guide which can be found at <https://www.cdc.gov/std/tg2015/default.htm>, and updates as published in the Morbidity and Mortality Weekly Report (MMWR), available at www.cdc.gov/std.

4. Tasks

The PCHD shall:

- 4.1. Within thirty (30) days of IGA execution and in collaboration with the ADHS STDCP develop a five-year Work Plan for 2019-2023 to meet the required activities as noted in the abovementioned Funding Opportunity Announcement (FOA) and in accordance with the CDC-approved Work Plan for Arizona. It is highly recommended that PCHD use the ADHS provided templates. In this work plan, the contract shall describe strategies related to the following areas;
 - 4.1.1. **Surveillance**
 - 4.1.1.1. Increase the percent of STD records with complete data for key epidemiological fields;
 - 4.1.1.2. Increase the percent of STD records dispositioned within thirty (30) days.
 - 4.1.2. **Disease Investigation and Intervention**
 - 4.1.2.1. Increase the percent of early syphilis cases that have at least one partner treated in thirty (30) days of initial test;
 - 4.1.2.2. Increase the percent of syphilis cases that are screened for HIV/AIDS within thirty (30) days of initial syphilis test.
 - 4.1.3. **Promote CDC-recommended screening, diagnosis, and treatment**
 - 4.1.3.1. Increase the proportion of target populations (youth, MSM, and women of childbearing age) who receive at least annual STD screening;
 - 4.1.3.2. Reduce the percent of gonorrhea cases that receive non-CDC recommended treatment.
 - 4.1.4. **Promote STD prevention and policy**
 - 4.1.4.1. Improve health department policies for STD prevention by using data to inform policy change and development.
 - 4.1.5. **Analyze and use data for program improvement**
 - 4.1.5.1. Improve surveillance efficiency through automation to increase the frequency of layered analysis by core epidemiological variables;
 - 4.1.5.2. Utilize surveillance data to inform resource allocation.
- 4.2. From 2019 through 2023, submit a six (6) month and annual progress report. These reports should build upon the five-year work plan. It is recommended that PCHD use the ADHS provided templates.

PCHD shall:

- 4.2.1. Review timeliness of case disposition canned report in PRISM at least twice annually and include this metric in the semiannual report to ADHS STDCP;
- 4.2.2. If PCHD has fewer than 70% of syphilis cases dispositioned in thirty (30) days, then PCHD shall include strategies to improve this metric in semi-annual/annual work plan;

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
CTR040484	

- 4.2.3. Include activities and metrics for promoting quality STD care in the STD Specialty Clinics on their semi-annual/annual work plans;
- 4.2.4. Submit lists of STD Specialty Clinics in their semi-annual/annual work plan;
- 4.2.5. Include provider education metrics in their semi-annual/annual work plan (e.g. number/type of providers educated, scope of education, number of training events, etc.);
- 4.2.6. Include activities to improve STD screening in men who have sex with men in their semi-annual/annual work plans and metrics to monitor progress in this area;
- 4.2.7. Include percent positivity for all screening conducted using RFA-PS19-1901 funds;
- 4.2.8. Include strategies for improving data security in their work plan if gaps are identified in the data security and confidentiality checklist;
- 4.2.9. If PCHD is not on track to spend down funds by July 31st, PCHD shall also include a spend-down plan in their semi-annual report.
- 4.3. Utilize the comprehensive database, PRISM, for state-mandated STD reporting and complete the following activities to assure accurate data entry, and quality surveillance activities.
 - 4.3.1. Ensure that staff using PRISM access adhere to the current PRISM Policies and Procedures;
 - 4.3.2. Ensure that staff using PRISM attends at least two (2) quarterly PRISM meetings and receive the slides and attachments from any missed meetings.
- 4.4. Adhere to the most current version of the ADHS reactor grid for case prioritization. **Syphilis cases are the highest priority for case investigation and partner services.** PCHD may request to opt out of certain activities related to gonorrhea/chlamydia investigations in their work plans, if such activities are limiting capacity to provide timely and appropriate disease intervention services to syphilis cases. Request shall be noted and justified in the workplan and approved by the ADHS STD Control Program Manager.
- 4.5. PCHD shall: conduct prompt case management activities including field investigations, internet-based partner notification, patient interviews and case closure for patients diagnosed with early, primary, and secondary syphilis per CDC program standards and the ADHS checklist.
 - 4.5.1. PCHD shall initiate case investigation within one (1) business day of notification for syphilis cases that meet one or more of the following criteria;
 - 4.5.1.1. Pregnant female;
 - 4.5.1.2. Possible congenital case;
 - 4.5.1.3. Female under the age of forty-five (45).
 - 4.5.2. PCHD shall initiate case investigation within three (3) business days of notification for syphilis cases that meet one or more of the following criteria;
 - 4.5.2.1. Titer \geq 1:8
 - 4.5.2.2. Contact to a primary, secondary, or early case (denoted as T4 in PRISM).
 - 4.5.3. PCHD shall prioritize pregnant syphilis case investigations by following-up with partner(s), prenatal care providers, birthing centers, and neonatal care providers as needed to ensure adequate maternal treatment and education to prevent reinfection.
 - 4.5.4. PCHD shall complete thorough investigation of all congenital syphilis cases, and note any possible missed opportunities for prevention in PRISM. This information is also required for babies that are determined to not be a congenital syphilis case.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR040484	SCOPE OF WORK

- 4.5.5. PCHD shall prioritize syphilis cases occurring in women of childbearing age for partner services to verify staging and treatment, obtain pregnancy status, elicit partners, and collect other relevant risk factors and submit case information within thirty (30) days of notification.
- 4.5.6. PCHD shall prioritize cases of syphilis in persons with a titer $\geq 1:8$ for partner services to verify staging and treatment, elicit partners, and collect other relevant risk factors and case information within thirty (30) days of notification.
- 4.5.7. PCHD shall prioritize case investigation of contacts (cases marked as T4 in PRISM) of pregnant, primary, secondary, and/or suspected early syphilis cases for testing, treatment (or epi-treatment if initially negative), staging (if positive), partner elicitation, risk factors, etc. within thirty (30) days of notification of original patient. This applies to contacts identified by other jurisdictions.
- 4.5.8. PCHD shall ensure appropriate treatment and follow-up with partners of primary, secondary, and suspected early cases of syphilis within thirty (30) days of notification of original patient.
- 4.5.9. For syphilis cases that occur on tribal lands, PCHD shall work directly with the tribe, where possible, to coordinate case investigation and follow-up activities.
- 4.5.10. PCHD shall provide education to any provider failing to appropriately screen for congenital syphilis.
- 4.6. Provide timely and accurate entry of all state mandated information on laboratory and Communicable Disease Reports and Laboratory Reports for *Treponema pallidum* (syphilis), *Neisseria gonorrhea*, *Chlamydia trachomatis*, and *Haemophilus ducrey* (chancroid).
 - 4.6.1. Complete required training for data entry staff, epidemiologists, disease investigators, reporters and their supervisors. At minimum, STD disease investigators, epidemiologists, and public health nurses working with STD data should complete the modules available on learnpartnerservices.org within thirty (30) days of hire and should attend at least two (2) quarterly PRISM trainings a year and receive the materials for any quarterly trainings they miss.
 - 4.6.2. Follow up with reporting physicians to obtain missing data, particularly for fields that require: birthdate, gender, pregnancy status, HIV status, treatment given, staging (if syphilis), patient address, provider information and specimen source.
 - 4.6.3. Enter all Communicable Disease Reports into PRISM a timely manner, this includes reports for cases that occur on tribal lands if the Tribe does not have access to PRISM. Tribes with PRISM access are expected to enter their own Communicable Disease Reports (CDRs).
 - 4.6.3.1. PCHD may request assistance with CDR entry for tribal cases from ADHS. Assistance must be approved by the ADHS STDCP Manager.
- 4.7. Reduce the threat of antibiotic resistance by providing CDC Treatment Guidelines to physicians that are flagged as consistently failing to treat gonorrhea according to these guidelines.
- 4.8. Annually review data security by using the CDC Data Security and Confidentiality Guidelines available here: <https://www.cdc.gov/nchhstp/programintegration/docs/pcsidatasecurityguidelines.pdf>, to identify program gaps (if any). If gaps are identified, the contractor shall include strategies for improving security and confidentiality on the semi-annual and annual progress reports.
- 4.9. Conduct priority investigations and partner service delivery on HIV co-infected individuals and insuring these clients are enrolled in care services.
- 4.10. Ensure that persons rectally positive for gonorrhea are screened for HIV and syphilis.
- 4.11. Contractor shall use ADHS reports and canned PRISM reports to inform resource allocation and other program planning efforts.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
CTR040484	

- 4.12. Ensure 340B Drug Pricing Program integrity and maintain accurate records documenting compliance with all 340B Program requirements.

5. Requirements

PCHD shall:

- 5.1. Have internet access to the ADHS Portal where PRISM resides and training webinars are held.
- 5.2. Abide by all HIPAA guidelines and CDC's Data Security and Confidentiality Guidelines.
- 5.3. Abide by all PRISM Data Use agreements.
- 5.4. Consult ADHS STDCP before pursuing publication of PRISM data.
- 5.5. Submit all reports described in this contract in a timely manner.
- 5.6. Ensure that new staff conducting STD case investigations complete the training modules available on learnpartnerservices.org within thirty (30) days of hire. Proof of training completion shall be required for staff who are at least partially funded by RFA-PS-19-1901 and submitted along with the monthly CER for new staff.

6. Funding Restrictions

- 6.1. Funds may only be used for reasonable program purposes (personnel, travel, supplies, and services).
- 6.2. Funds cannot be used for;
 - 6.2.1. Research;
 - 6.2.2. Furniture;
 - 6.2.3. HIV Pre-exposure Prophylaxis (PrEP) medications or family planning medications;
 - 6.2.4. Clinical services (unless otherwise noted, see 6.4);
 - 6.2.5. Publicity or propaganda for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body ;
 - 6.2.6. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive Order proposed or pending before any legislative body.
- 6.3. STD-related HIV prevention activities can be conducted under this IGA, however they should not exceed ten percent (10%) of program effort and allocation.
- 6.4. Up to ten percent (10%) of total award can be used to safety-net STD clinical preventive services provided the contractor can document ability to provide safety-net STD services as per CDC guidance.
- 6.5. Personnel funds shall only be used for staff conducting STD investigation, partner services, STD data entry, STD analysis, or contributing to any of the other deliverables outlined in this contract.
- 6.6. Personnel funds cannot be claimed for jurisdictions that lack the capacity to conduct syphilis case investigations and syphilis partner services activities. PCHD shall prioritize personnel funds to ensure adequate capacity for conducting syphilis disease investigation before allocating personnel funds for other STD prevention related activities.

7. Reference Documents

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR040484	SCOPE OF WORK

- 7.1. *Internet Guidelines for Online STD Prevention and Communication* – available at <http://www.cdc.gov/std/program/>
- 7.2. *Recommendations for Partner Services Programs for HIV Infection, Syphilis, Gonorrhea, and Chlamydia Infection* – available at <http://www.cdc.gov/std/program/>
- 7.3. CDC's Data Security and Confidentiality Guidelines: <http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>
- 7.4. CDC 5 year work plan template: <https://www.cdc.gov/std/funding/docs/std-pchd-work-plan-template-5-year-plan.xlsm>
- 7.5. CDC 1 year work plan template: <https://www.cdc.gov/std/funding/docs/std-pchd-work-plan-template-year-1-plan.xlsm>
- 7.6. CDC Treatment Guidelines: <https://www.cdc.gov/std/tg2015/default.htm>
- 7.7. Learn Partner Services for Disease Investigator Training: <https://learnpartnerservices.org/>

8. State Provided Items

- 8.1. ADHS shall provide an annual security and confidentiality training during at least one PRISM quarterly webinar.
- 8.2. ADHS shall provide PCHD with local data reports to inform program planning.
 - 8.2.1. PCHD may request additional data from ADHS to inform program planning. It is recommended that the contractor allow for a minimum of two (2) weeks for the development of customized reports.
- 8.3. ADHS will maintain and manage the data system, PRISM. This includes acting as the liaison between the developer and the county.
 - 8.3.1. ADHS will perform bi-monthly edit checks and quality assurance review;
 - 8.3.2. ADHS will maintain PRISM through regular system updates as provided by the developer and required by CDC;
 - 8.3.3. ADHS will provide technical support for the use of PRISM;
 - 8.3.4. ADHS will monitor the helpdesk requests in PRISM daily;
 - 8.3.5. ADHS will monitor the PRISM helpdesk email (prism.helpdesk@azdhs.gov) daily for all other requests;
 - 8.3.6. ADHS will provide quarterly PRISM trainings and release materials to all invitees.
- 8.4. ADHS shall provide epidemiology and technical support with respect to syphilis case investigation.
- 8.5. ADHS shall coordinate Provider trainings by working with the State Medical Director and California Prevention Training Center, as is required by the CDC grant.

9. Reporting Requirements/Deliverables and Schedule

The PCHD Shall:

- 9.1. Within thirty (30) days of IGA execution, PCHD shall submit a five-year work plan for 2019-2023 to meet the required activities as noted in the abovementioned FOA and in accordance with the CDC-approved Work Plan for Arizona.
- 9.2. PCHD shall submit a six month progress report by July 31st, each year of the grant cycle (2019-2023) to summarize progress toward the five-year work plan.
- 9.3. PCHD shall submit an annual data security and confidentiality checklist by January 31st, each year of the grant cycle (2019-2023). If gaps in data security and confidentiality are identified on the checklist then additional strategies to address these gaps should be identified on the annual progress report.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
CTR040484	

9.4. PCHD shall submit an annual progress report by January 31st, each year of the grant cycle (2019-2023) to summarize progress toward the five-year work plan.

9.5. PCHD shall submit an annual itemized budget by January 31st, each year of the grant cycle (2019-2023).

9.6. PCHD's Expenditure Report that includes a summary of all positions, filled or vacant, with the breakdown of associated costs incurred with each position should be submitted monthly and shall not exceed the total budget.

9.6.1. Staff that are at least partially funded by this IGA are required to complete the modules available at learnpartnerservices.org within thirty (30) days of hire and proof of completion should be submitted along with the CER for any new staff.

9.7. Reports Schedule

Report	Time Period	Due to ADHS
5 year work plan	January 1, 2019 - December 31, 2023	Thirty (30) Days upon execution of contract. This is a one-time report.
Six month progress report	January 1 - June 30	This report shall be submitted annually on July 31st. The first six (6) month progress report will be due July 31, 2019.
Data Security and Confidentiality Checklist	January 1 - December 31	This checklist should be submitted annually by January 31st along with the Annual Progress Report. If gaps in data security and confidentiality are identified then strategies for improving data security should be noted on the Annual Progress Report.
Annual progress report	January 1 - December 31	This report shall be submitted annually on January 31st to summarize the work of the previous year. The first annual progress report will be due Jan. 31, 2020.
Annual itemized budget	January 1 - December 31	The budget shall be submitted annually on Jan. 31st. The first budget shall be due Jan. 31, 2019.
Monthly CER's and Finance Reports	Monthly	Thirty (30) days after the end of the month.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
CTR040484	

10. Notices, Correspondence, and Reports

- 10.1. Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Arizona Department of Health Services
Attention: STDC Program Manager
150 N. 18th Avenue, Suite 110
Phoenix, Arizona 85007

- 10.2. Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the contractor shall be sent to:

Contractor: Pima County Health Department

Attention: Marcy Flanagan, Director

Address: 3950 South Country Club Road, #100

Address: _____

City, State, ZIP: Tucson, AZ 85714

Phone: 520-724-7931

Fax: _____

Email: Marcy.Flanagan@pima.gov

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
CTR040484	

Price Sheet

Pima County Health Department

January 1, 2019, to December 31, 2019

COST REIMBURSEMENT LINE ITEMS	BUDGETED AMOUNT
PERSONNEL SERVICES AND EMPLOYEE RELATED EXPENSES	\$122,069.00
PROFESSIONAL & OUTSIDE SERVICES	\$1.00
TRAVEL	\$ 1.00
SUPPLIES	\$1.00
OTHER OPERATING	\$ 1.00
CAPITAL OUTLAY EXPENSES	\$1.00
OTHER	\$0.00
TOTAL	\$122,074.00

NOTE: With prior approval from the Program Manager, PCHD is authorized to transfer up to a maximum of thirty percent (30%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding thirty percent (30%) or to a non-funded item shall require a written Amendment.