



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

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: March 5, 2019

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

or Procurement Director Award ☐

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

Arizona Family Health Partnership (AFHP)

***Project Title/Description:**

AFHP Family Planning Program/Chlamydia Performance Improvement Project. The Arizona Family Health Partnership (AFHP) was awarded a grant at the beginning of 2017 by the Arizona Department of Health Services (ADHS) to increase the number of people tested for Chlamydia in the state of Arizona. ADHS receives funding each year from the Centers for Disease Control (CDC) to do work with Sexually Transmitted Disease (STD) prevention, and a part of that funding was awarded to AFHP for this project. The grant being amended is attached for reference.

***Purpose:**

The purpose of the Chlamydia Performance Improvement Project is to increase the capacity of partners throughout the state of Arizona to succeed in providing universal screening to clients, especially young women and adolescents, by identifying barriers to screening, providing technical assistance, and working on solutions to improve the screening process for clients, and thus reduce the rates of Chlamydia. Amendment #1 extends the funding period for Chlamydia testing through March 2019 and adds \$7,250 for testing in January - March 2019.

***Procurement Method:**

The procurement rules do not apply to this grant award.

***Program Goals/Predicted Outcomes:**

Goal: The primary focus of the project is increasing screening rates for Chlamydia for young women ages 24 and under.

Objectives include:

- Educate clients on the importance of Chlamydia screening
- Build the capacity of Pima County Health Department staff to provide Chlamydia screening to target population
- Decrease overall Chlamydia rates among women ages 24 and under in Pima County

***Public Benefit:**

According to 2017 Arizona STD data, Chlamydia infections continue to increase in Arizona and Pima County. Access to timely screening and treatment services not only decreases the chances of continued spread of the disease, but also decreases health issues such as chronic pelvic pain, tubal pregnancies and, in the long run, infertility. Chlamydia is the most common reportable STD in Pima County.

***Metrics Available to Measure Performance:**

- Appropriate screening is done for sexually transmitted diseases
- Follow up of positive screenings is done in accordance with the latest clinical guidelines
- Hours and locations of clinics ensure easy access by the target population
- Chlamydia screening numbers are reported on a monthly basis
- Technical assistance is provided to staff when needed

***Retroactive:**

Yes. Amendment #1 funding begins January 1, 2019. The Amendment document was received from AFHP on February 4, 2019. If this Amendment is not accepted, the Health Department will not receive funding for Chlamydia screening during the first three months of 2019.

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: GTAM Department Code: HD Grant Number (i.e., 15-123): 19-36Effective Date: 01/01/2019 Termination Date: 03/31/2019 Amendment Number: 01☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 7,250.00***All Funding Source(s) required:** Title X of the Public Health Service Act (federal funding) via
Arizona Family Health Partnership***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)?**The Chlamydia funds are via a grant from
ADHS to AFHPContact: Sharon GrantDepartment: HealthTelephone: 724-7842Department Director Signature/Date: Marey M. Sanagan 2.7.2019 / 1/Deputy County Administrator Signature/Date: Sharon 2/10/2019County Administrator Signature/Date: Chad B. Burt 2/11/19
(Required for Board Agenda/Addendum Items)

**AMENDED AND RESTATED ADDENDUM TO THE
ARIZONA FAMILY HEALTH PARTNERSHIP
FAMILY PLANNING PROGRAM CONTRACT**

The following additional terms and conditions are added as part of the Arizona Family Health Partnership Family Planning Program Contract dated **December 2, 2018** (the “**Contract**”), between the Arizona Family Health Partnership, an Arizona not-for-profit corporation (the “**Partnership**”), and **Pima County Health Department** (the “**Contractor**”). The Partnership or the Contractor may be referred to individually as the “**Party**” or collectively the “**Parties**”. This Amended and Restated Addendum to the Contract is referred to as this “**Addendum**”.

RECITALS

WHEREAS, the Parties previously entered into an addendum to the Contract (the “**Previous Addendum**”);

WHEREAS, the Parties have modified the Previous Addendum to the form and content of this Addendum;

WHEREAS, the Partnership has received Grant # ADHS17-157599 (the “**Chlamydia Grant**”) dated January 19, 2017, from the Arizona Department of Health Services (“**ADHS**”),

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

WHEREAS, the Contractor provides Chlamydia Screening Services and Chlamydia Treatment; and

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

AGREEMENT

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

1. Term. This Addendum will apply on **January 1, 2019** and terminate **March 31, 2019**, unless earlier terminated or amended pursuant the terms of the Contract (the “**Addendum Term**”).
2. Services and Standards. The Contractor will provide Chlamydia Screening Services to clients in the Target Population in accordance with the Center for Disease Control’s 2015 Sexually Transmitted Diseases Treatment Guidelines (available at <https://www.cdc.gov/std/tg2015/chlamydia.htm>). Contractor will participate in meetings and monitoring activities required by the Partnership.
3. Consideration. The Partnership will pay the Contractor **\$12.40** for each chlamydia test or combination chlamydia/gonorrhea test the Contractor performs (collectively “**Chlamydia Test**”) for

uninsured clients in the Target Population. The Partnership will pay the Contractor **\$20.00** for each Chlamydia Treatment the Contractor performs for uninsured clients in the Target Population.

4. Performance Compensation. The total number of unique clients in the Target Population who are seen by the Contractor during the Addendum Term will be referred to as the “**Total Clients**”. At the end of the Addendum Term, the Partnership will pay the Contractor an additional **\$1.25** for each Chlamydia Test the Contractor performs for all Total Clients.

5. Payment of Consideration. Notwithstanding the foregoing, the total consideration payable to the Contractor pursuant to this Addendum may not exceed **\$7,250**. All payments payable pursuant to this Addendum are contingent on the following conditions, and will be made within 30 days of delivery of the last report due under this Section:

5.1 The Contractor providing the encounter data prescribed by the Contract;

5.2 The Contractor providing sufficient records of the Chlamydia Screening Services provided by the Contractor, including completed Management Logs in the form attached as **Addendum Attachment 1**, for the relevant quarter, on or before the 20th day following the end of each calendar quarter;

5.3 The Contractor providing the completed Encounter Treatment Data, in the form attached as **Addendum Attachment 2**, on or before the 25th day following the end of each calendar quarter, for every uninsured member of the Target Population who receives Chlamydia Treatment;

5.4 The Contractor providing the completed Request for Chlamydia Screening Project Funds form, attached as **Addendum Attachment 3**, for the relevant quarter, on or before the 25th day following the end of each calendar quarter;

5.5 The Contractor’s satisfactory performance of the Chlamydia Screening Services, in the Partnership’s sole determination; and

5.6 The Partnership’s receipt of the Chlamydia Grant.

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

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

8. Retention of Records and Audit. The Contractor will maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to the Chlamydia Screening Services and this Contract for a period of at least three (3) years from termination of the Addendum Term unless longer required by ADHS or applicable law. If an audit, litigation, or other action involving the records associated with Chlamydia Screening Services is started before the end of the three (3) year period, The Contractor will maintain such records until the audit, litigation, or other action is completed, whichever is later. Client medical records must be retained in accordance with state and federal

regulations. The Contractor will make available to the Partnership, ADHS, or any other of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, and papers that are pertinent to the award for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. The Contractor will permit the Partnership and/or ADHS to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of Chlamydia Screening Services delivered under this Contract and to assess the Contractor's compliance with applicable legal and programmatic requirements.

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

10. Indemnification. In addition to the indemnifications provided in the Contract, and to the extent permitted by law, the Contractor agrees to reimburse the Partnership for any monies which the Partnership is required to pay to ADHS or agencies of the United States Government or the State of Arizona for any Claims arising solely from the failure of the Contractor to perform Chlamydia Screening Services in accordance with this Addendum or, local, state, or federal laws and regulations. The Partnership will appropriately invoice or file a Claim with the Contractor for any such reimbursement by the Contractor, and the Contractor will have opportunity to review, and protest when appropriate, the Claim prior to making any timely reimbursement to the Partnership. The indemnification provided herein will survive the termination of this Addendum.

11. Previous Addendum. This Addendum supersedes, amends, and replaces the Previous Addendum in its entirety.

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

13. Governing Law. Any action relating to this Addendum will be brought in a court of the State of Arizona in the county in which the Chlamydia Screening Services are provided, unless otherwise prohibited by prevailing federal law.

14. Intangible Property and Copyright. The Contractor will ensure that publications developed while providing the Chlamydia Screening Services do not contain information that is contrary to ADHS policies or to accepted clinical practice. Chlamydia Grant support must be acknowledged in any publication.

15. Contract. The Contract remains in full force and effect. In the event of any conflict between this Addendum and the Contract, the terms of this Addendum will govern for matters related to the Chlamydia Screening Services. The terms of the Contract will govern in all other cases.

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

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

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

CONTRACTOR:

PARTNERSHIP:

Signature

Signature

Richard Elias

Brenda L. Thomas, MPA

Chairman, Board of Supervisors

Chief Executive Officer

Pima County

Arizona Family Health Partnership

86-6000543

Contractor ID Number (EIN)

Date

Nine Digit DUNS#: 144733792

DUNS Registered Name: Pima County


Date

Please see following page for additional signatures.


ATTEST:

Clerk, Board of Supervisors

APPROVED AS TO FORM:


Deputy County Attorney

REVIEWED BY:


Pima County Health Department

%

[illegible]

Management Log - Quarterly Performance Report

	Baseline (CY 2018)	Jan-Mar 2019	Jan-June 2019	Jan-Sept 2019	Jan-Dec 2019
By 12/31/2019, (Insert Agency Name) will increase CT screening among females 24 and younger from ____% to ____%.					

Numerator: Number of unduplicated female clients 24 and younger that had at least one CT test during measurement period

Denominator: Number of unduplicated female clients 24 and younger seen during measurement period

Encounter Treatment Data

[illegible]



Arizona Family Health Partnership

Request for Chlamydia Screening Project Funds

Agency:

Reporting Period

From:

To:

This is a request for :

Advance Funds

Reimbursement

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

*To be determined by agency and verified by AFHP

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

Authorized Signature

Date of request

Actual Signature required, stamped signature will not be accepted

Name

Title

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