



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: May 21, 2024

or Procurement Director Award:

* = Mandatory, information must be provided

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

Arizona Department of Health Services (ADHS)

***Project Title/Description:**

Ryan White Part B HIV Care and Services

***Purpose:**

This grant will link clients to HIV medical care in order to reduce new HIV infections. Ryan White funding fills gaps in care not covered by other resources.

***Procurement Method:**

The grant award was reviewed and signed by PCAO.

***Program Goals/Predicted Outcomes:**

The goals are to conduct HIV testing efforts, assist local community-based organizations with partner services, link persons who have tested positive for HIV into quality HIV care services, and reconnect people living with HIV/AIDS who have dropped out of care with services.

***Public Benefit:**

Linking people who have tested positive with HIV with timely services will minimize the effects of the disease.

***Metrics Available to Measure Performance:**

- Number of tests completed

***Retroactive:**

Yes. This grant is retroactive. The initial grant was received in March 2024 even though the grant start date is April 1, 2023. If not approved, PCHD will not have significant funding for this important HIV program.

*6MT approves
5/2/2024
(Signature)*

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

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

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
Expense Amount \$ _____ Revenue Amount: \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

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

Expense Revenue Increase Decrease

Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: GTAW Department Code: HD Grant Number (i.e., 15-123): 24-147
Commencement Date: 04/01/2023 Termination Date: 03/31/2028 Amendment Number: 00
Match Amount: \$ _____ Revenue Amount: \$ 235,000.00

*All Funding Source(s) required: Health Resources Services Administration (HRSA) 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 funding is passed through the Arizona Department of Health Services

Contact: Sharon Grant

Department: Health

Telephone: 724-7842

Department Director Signature: [Signature] Date: 4-29-24
Deputy County Administrator Signature: [Signature] Date: 6 May 2024
County Administrator Signature: [Signature] Date: 5/10/2024



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. CTR068203

ARIZONA DEPARTMENT OF
HEALTH SERVICES

150 North 18th Avenue, Suite 530
Phoenix, Arizona 85007

Procurement Officer
Ryan Garcia

Project Title: Ryan White Part B HIV Care & Services

Begin Date: April 1, 2023

Geographic Service Area: Pima County

Termination Date: March 31, 2028

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:

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.

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: **130 W Congress 6th Fl
Tucson, AZ 85701**

FOR CLARIFICATION, CONTACT:

Sharon Grant, MA
Contracts/Grants Manager
Sharon.grant@pima.gov <mailto:Sharon.grant@pima.gov>
520-724-7842

Michael Lopez
(He/Him/His)
Deputy Division Manager – Programs
Clinical Services Division
Desk: (520) 724-9561 Fax: (520) 770-4242
Email: Michael.Lopez2@Pima.gov

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. CTR068203 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 _____, 2024

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.

Signature of Person Authorized to Sign Date

A Shekhar

4/24/24

Print Name and Title

Anasuya Shekhar

Contract, No. CTR068203, 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:

Revised 6/13/2023

REVIEWED BY:

[Signature]
Appointing Authority or Designee
Pima County Health Department

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

As used in this Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any item in the Contract which requires the Contractor to submit as part of the Offer.
- 1.2 "Contract" means the combination of the Contract documents, including the Terms and Conditions, and the Specifications and Statement of Scope of Work; and any Contract Amendments.
- 1.3 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 "Contractor" means any person who has a Contract with the State.
- 1.5 "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- 1.6 "Days" means calendar days unless otherwise specified.
- 1.7 "Exhibit" means any item labeled as an Exhibit in the Contract generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.
- 1.8 "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.
- 1.9 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.10 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.11 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.12 "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.
- 1.13 "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 1.14 "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 Materials or any Services required for the performance of the Contract.
- 1.15 "Subcontractor" means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

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2. Contract Type

This Contract shall be:

X Cost Reimbursement

3. Contract Interpretation

- 3.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7;
- 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. Specifications,
 - 3.3.4. Attachments,
 - 3.3.5. Exhibits, then
 - 3.3.6. Any other documents referenced or included in the Contract including, but not limited to, any documents that do not fall into one (1) of the above categories.
- 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 Parol 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 and no other understanding either oral or in writing shall be binding; and
- 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.

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 (5) years. However, if the original Contract period is for less than five (5) years, the State shall have the

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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 (5) 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;

- 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. **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records;
- 4.5. **Non-Discrimination.** The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law;
- 4.6. **Audit.** Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract;
- 4.7. **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor Materials testing shall constitute final acceptance of the Materials or Services. If the State determines non-compliance of the Materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection;
- 4.8. **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation, stated in the Contract, or listed on the State's eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary;
- 4.9. **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer;
- 4.10. **Continuous Improvement.** Contractor shall recommend continuous improvements on an on-going basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract;
- 4.11. **Other Contractors.** State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or

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sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any of them;

4.12. Ownership of Intellectual Property:

4.12.1. Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State,

4.12.2. "Government Purpose Rights" are:

4.12.2.1. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

4.12.2.2. the right to release or disclose that work product to third parties for any State government purpose; and

4.12.2.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

4.12.3. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so,

4.12.4. Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party,

4.12.5. Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

4.12.5.1. any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;

4.12.5.2. any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and

4.12.5.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.

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4.12.6. Developments Outside of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.

4.13. Property of the State. If there are any materials that are not covered by Section 4.12.6 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State;

4.14. Federal Immigration and Nationality Act. 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, 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 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 or debarment of the Contractor;

4.15. 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;

4.16. Offshore Performance of Work involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States;

4.17. Certifications Required by State Law:

4.17.1.1. If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq.* and will refrain from any such boycott for the duration of this Contract, and

4.17.1.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

4.18. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.

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 Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days;

5.2. Delivery. Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination;

5.3. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices;

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5.4. Applicable Taxes:

5.4.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes,

5.4.2. 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 such taxes from the buyer does not relieve the seller from its obligation to remit taxes,

5.4.3. Tax Indemnification. 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, and 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, and

5.4.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

5.5. Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract;

5.6. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

5.6.1. Accept a decrease in price offered by the Contractor,

5.6.2. Cancel the Contract, or

5.6.3. Cancel the Contract and re-solicit the requirements.

6. Contract Changes

6.1. Amendments. 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 within the scope of the Contract. Changes to the Contract, including the addition of Services or Materials, the revision of payment terms, or the substitution of Services or Materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments 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 for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract; and

6.3. Assignment 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.

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7. Risk and Liability

7.1. Risk of Loss. The Contractor shall bear all loss of conforming Materials covered under this Contract until received by authorized personnel at the location designated in the purchase 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. Indemnification:

7.2.1. Contractor/Vendor Indemnification (Not Public Agency). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation Insurance and Indemnification Guidelines for State of Arizona Contracts Professional Service Contracts against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona, and

7.2.2. Public Agency Language Only. 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. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of Materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this paragraph shall not apply;

7.4. Force Majeure:

7.4.1. Except for payment of sums due, neither the Contractor nor State 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, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority, and other similar

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occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence,

7.4.2. Force Majeure shall not include the following occurrences:

7.4.2.1. Late delivery of equipment, Materials, or Services caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.4.2.2. 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

7.4.2.3. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.4.3. If either the Contractor or State 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 results or effects of such delay prevent the delayed party from performing in accordance with this Contract, and

7.4.4. 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.

7.5. 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, toward fulfillment of this Contract.

8. Warranties

8.1. Liens. The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens;

8.2. Quality. Unless otherwise modified elsewhere in the Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:

8.2.1. Of a quality to pass without objection in the trade under 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. Conformity to Requirements:

8.3.1. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:

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- 8.3.1.1. Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;
- 8.3.1.2. Be free from defects of material and workmanship;
- 8.3.1.3. Conform to or perform in a manner consistent with current industry standards; and
- 8.3.1.4. Be fit for the intended purpose or use described in the Contract.
- 8.3.2. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit acceptance of the Materials or Services.
- 8.4. Inspection/Testing. The warranties set forth in this Section 8 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State;
- 8.5. Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request;
- 8.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract;
- 8.7. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation;
- 8.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force;
- 8.9. Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 6.3. [Assignment and Delegation] that expressly recognizes the event;
- 8.10. Performance in Public Health Emergency. Contractor warrants that it will:
 - 8.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:
 - 8.10.1.1. Identification of response personnel by name;

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- 8.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce; and
- 8.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.
- 8.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 7.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable,
- 8.10.3. A request from the State related to this paragraph 8.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan, and
- 8.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.
- 8.11. Lobbying:
 - 8.11.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts, and
 - 8.11.2. Exception. This paragraph 8.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.
- 8.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25;
- 8.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities;
- 8.14. False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract; and

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- 8.15. Survival of Rights and Obligations after Contract Expiration or Termination:
- 8.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract,
 - 8.15.2. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract 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, and
 - 8.15.3. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase 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 under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract;
- 9.2. Stop Work Order:
 - 9.2.1. 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 period(s) of days indicated by the State after the order is delivered to the Contractor. 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, and
 - 9.2.2. 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 the remedies of the State under this Contract are not exclusive;
- 9.4. Nonconforming Tender. Materials or Services supplied under this Contract shall fully comply with the Contract. The delivery of Materials or Services or a portion of the Materials or Services that do not fully comply constitutes a breach of contract. On delivery of nonconforming Materials or Services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it; and
- 9.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

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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 with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or 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 (3) 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 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. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State;
- 10.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, Data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.
- 10.5. Termination for Default:
 - 10.5.1. In addition to the rights reserved in the Contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any 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. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor,
 - 10.5.2. Upon termination under this paragraph, all goods, Materials, documents, Data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand, and
 - 10.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, Materials or Services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring Materials or Services in substitution for those due from the Contractor.
- 10.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the

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termination notice.

11. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

12. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

13. Communication

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

13.2. 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.

14. 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.

15. 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.

16. 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.

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

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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; and

- 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. Fraud, Waste, or Abuse

- 18.1. ADHS requires all employees to abide by the State's Personnel System Rules, R2-5A-501; Standards of Conduct which includes maintaining high standards of honesty, integrity, and impartiality, free from personal considerations and/or favoritism, and Code of Conduct for individuals engaged in Accounting, Financial and Budgeting Activities which depicts the moral, ethical, legal and professional aspects of personal conduct. ADHS requires the same conduct of its consultants, vendors, contractors, subrecipients, or persons doing business with the agency;
- 18.2. Any State employee, consultant, vendor, contractor or subrecipient or person doing business with the Agency who receives a report of improper activity must report the information within one (1) business day. Note: Federal Award policy denotes awardees must disclose, in a timely manner, in writing to ADHS all violations of Federal Criminal Law, involving fraud, bribery, or gratuity violations potentially affecting Federal Awards; and
- 18.3. Anyone suspecting Fraud, Waste, or Abuse related to ADHS activities are required to report Fraud, Waste, or abuse through any of the following reporting channels:
- 18.3.1. ADHS Ethics Action Hotline at (602) 542-2347,
 - 18.3.2. ADHS Ethics Action Email at reportethics@azdhs.gov ,or
 - 18.3.3. General Accounting Office (GAO) Fraud Reporting Email at reportfraud@azdoa.gov to report Fraud, Waste, or Abuse incidents.

19. Unique Entity Identifier (UEI) Requirement

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 sub-recipient under an award or sub-award to a non-Federal entity) may receive a sub-award from ADHS unless the entity provides its Unique Entity Identifier Number to ADHS. The number can be created in SAM.gov. If already registered the UEI has been assigned and can be viewed in SAM.gov.

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 subrecipient or sub-awardee is required to abide by 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/>. The associated Grant Reporting Certification Form and completion instructions will

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be sent to the subrecipient from ADHS Program(s) responsible for the specific contract. The subrecipient or sub-awardee must return the completed form to ADHS Program(s) by the 15th of the month following that in which the award was received. Failure to complete a required Grant Reporting Certification Form may result in loss of funding.

21. Technology Replacement

In any event where product is discontinued, no longer available or technically inferior to newly developed product, the Contractor shall provide an equivalent replacement model at no additional cost and shall honor the original contract terms

22. Authorization for Provision of Services

Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar amount of the funds authorized. The Contractor shall only be authorized to perform services up to the amount of the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or an additional Purchase Order is issued for purchase of services under this Agreement.

Additional Terms and Conditions for Title 2, Subtitle A, Chapter II, Part 200, Subpart C: §200.201 USE OF GRANT AGREEMENTS (INCLUDING FIXED AMOUNT AWARDS), COOPERATIVE AGREEMENTS AND CONTRACT

23. Civil Rights Assurance Statement.

The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.

24. Americans With Disabilities Act of 1990.

- 24.1. The Contractor shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals; and
- 24.2. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the Contract Manager for the Contract. Request should be made as early as possible to allow time to arrange the accommodation.

25. Federal Funding. Funding for these services is contingent upon the availability of federal government funding. No commitment of any kind is made by the State concerning this Grant unless there are monies provided by a federal grant. The Grantee should take this fact into consideration.

- 25.1. For the purposes of this Grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$250 or greater.
- 25.2. Grantee agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every year. Grantee agrees that funds

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will not be used for the construction of new facilities.

- 25.3. Grantee agrees to follow equipment disposition policies as determined by the Federal Awarding Agency at Award Completion or as depicted in the State of Arizona Accounting Manual. Grantee also agrees to follow the directives in ADHS Property and Procedure Policy FIN 111.
- 25.4. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must: Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated; Be incorporated into the official records of the non-Federal entity; Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities (for IHE, this per the IHE's definition of IBS); Encompass both federally assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy; Comply with the established accounting policies and practices of the non-Federal entity (See paragraph above for treatment of incidental work for IHEs.; and Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two (2) or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes only.
- 25.5. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADHS-approved advance payments.
- 25.6. The final request for reimbursement of grant funds must be received by the ADHS no later than sixty (60) days after the last day of the award period.
- 25.7. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 25.8. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award unless funding guidelines permit funds to be used at a future date.
- 25.9. Grantee agrees to remit all unexpended grant funds to the ADHS within thirty (30) days of written request from the ADHS.
- 25.10. Grantee agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the State of Arizona Accounting Manual (SAAM) located at the following website. <https://gao.az.gov/publications/saam> Interest earned in excess of allowable limits must be remitted to the ADHS within thirty (30) days after receipt of a written request from the ADHS.
- 25.11. Grantee agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the ADHS.
- 25.12. Grantee agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the ADHS.
- 25.13. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because

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of the existence of any grant funds.

- 25.14. Grantee agrees that grant funds are not to be expended for any indirect costs that may be incurred by Grantee for administering these funds unless explicitly approved in writing by the ADHS. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the Grantee.
- 25.15. Grantee will comply with the audit requirements of OMB Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards and provide the ADHS with the Single Audit Report and any findings within ninety (90) days of receipt of such finding(s). If the report contains no findings, the Grantee must provide notification that the audit was completed. All completed Single Audits should be uploaded in the format specified to the Federal Audit Clearinghouse no later than nine (9) months after the entity's fiscal year-end at the attached **Link:** <https://harvester.census.gov/facweb/default.aspx/>.
- 25.16. Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties
- 25.17. Grantee agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
- Link:** *System for Award Management* <https://www.sam.gov/portal/public/SAM/>.
- 25.18. Grantee agrees to ensure that, no later than the due date of the Grantee's first financial report after the award is made, Grantee and any subgrantees have a valid UEI profile and active registration with the System for Award Management (SAM) database.
- 25.19. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
- 25.20. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.
- 25.21. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

26. 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 530, Phoenix, Arizona 85007.

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1. Background

- 1.1. The mission of the Arizona Department of Health Services (ADHS) Office of Human Immunodeficiency Virus (HIV) and Hepatitis C Services (OHHS), Ryan White Part B HIV Care and Services Program (Program) is to end Arizona's HIV Epidemic by quickly linking clients to HIV medical care and supporting viral load suppression for all Ryan White clients. The Arizona Ryan White Part B Program provides services to eligible clients residing in all counties of Arizona however counties outside of Maricopa County, Pinal County, and Mohave County will be prioritized for Ryan White Part B funding as these three (3) counties receive Ryan White Part A funds unavailable in the rest of Arizona.
- 1.2. Services to be provided under this Agreement are fully funded through the Ryan White HIV/Acquired Immunodeficiency Syndrome (AIDS) Treatment Extension Act of 2009, formerly known as the Ryan White HIV/AIDS Treatment Modernization Act of 2006, administered by the Health Resources Services Administration (HRSA), HIV/AIDS Bureau (HAB). Ryan White funding fills gaps in care not covered by other resources. The ADHS OHHS is the only authorized administrator of Part B of the Ryan White HIV/AIDS Treatment Extension Act of 2009 and is mandated to ensure the provision of Core Medical and Support Services as specified by HRSA.
- 1.3. The ADHS OHHS has the responsibility for administering the Ryan White HIV/AIDS Treatment Extension Act of 2009 administered by the HRSA, HAB Ryan White funding.
- 1.4. The current National HIV/AIDS strategy has four (4) goals which the Program works to achieve, alongside other Ryan White Recipients, the Subrecipients, the Contractors, HIV Prevention, HIV Surveillance and other programs. The goals include:
 - 1.4.1. Reducing new HIV infections.
 - 1.4.2. Improving access to care and health outcomes.
 - 1.4.3. Reducing HIV-related health disparities.
 - 1.4.4. Achieving a more coordinated national response.

2. Objectives

- 2.1. The Agreement aims to support the end of HIV in Pima County through the funding of authorized Ryan White Part B Services.
- 2.2. Key objectives include:
 - 2.2.1. Initiate persons newly diagnosed with HIV-to-HIV medical care within five (5) calendar days of their diagnosis.
 - 2.2.2. Link persons out of HIV medical care to HIV medical care within five (5) calendar days of reestablishing contact with the HIV positive person.
 - 2.2.3. Link ninety percent (90%) of newly diagnosed clients to HIV medical services in thirty (30) days or less.
 - 2.2.4. Support retention of at least ninety percent (90%) of all Ryan White clients in HIV Medical Care.
 - 2.2.5. Support viral load suppression among at least ninety percent (90%) all Ryan White clients.
- 2.3. Goals will be based upon:
 - 2.3.1. ADHS established [Ryan White Part B standards of care](#).

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2.3.2. Consumer satisfaction with the Ryan White Part B programming.

3. Scope of Service

The Contractor shall:

- 3.1. Implement Early Intervention Services as defined in [Ryan White Part B Monitoring Standards](#) and [Policy Clarification Notice PCN 16-02](#).
- 3.2. Support of Early Intervention Services (EIS) that include identification of individuals at points of entry and access to services and provision of:
 - 3.2.1. HIV Testing.
 - 3.2.2. Targeted counseling.
 - 3.2.3. Referral services.
 - 3.2.4. Linkage to care.
 - 3.2.5. Health education and literacy training that enable clients to navigate the HIV system of care.
- 3.3. Implement one (1) or more service categories as defined in [ADHS - Disease Integration & Services - Human Immunodeficiency Virus \(HIV\) Care & Services - Contractor Resources \(azdhs.gov\)](#).
- 3.4. Deliver Services to meet definitions and requirements as listed in [ADHS - Disease Integration & Services - Human Immunodeficiency Virus \(HIV\) Care & Services - Contractor Resources \(azdhs.gov\)](#).
- 3.5. Be compliant with Client services, fiscal and programmatic policies:
 - 3.5.1. HRSA HAB Part B Program Monitoring, Fiscal and Universal Monitoring Standards located at [National Monitoring Standards for Ryan White Part A and Part B Grantees: Universal Part A and B \(hrsa.gov\)](#).
 - 3.5.2. The most current Arizona Part B Standards of Care posted to [ADHS - Disease Integration & Services - Human Immunodeficiency Virus \(HIV\) Care & Services - Contractor Resources \(azdhs.gov\)](#).
- 3.6. Develop and maintain policies and procedures, to support the service categories being proposed for funding.
- 3.7. Provide all service components.
- 3.8. Support Cultural Competency by:
 - 3.8.1. Provide culturally competent services, as defined by compliance with the CLAS (Culturally and Linguistically Appropriate Services) found in Exhibit Three (3).
 - 3.8.2. Implement organizational policies that comply with the CLAS standards.
 - 3.8.3. Develop a plan, to be approved by ADHS, for enhancement of cultural competency, delivery of services and staff training.

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4. Tasks

The Contractor shall:

- 4.1. Make available by inspection, and/or by copying, all records and accounts relating to the work performed or the services provided under this Contract, or for similar work and/or service provided under other grants, agreements and contracts. The Contractor shall have policies and procedures in place that allow ADHS, as the funding agency, prompt and full access to financial, programmatic, and records and documents, as needed, for program and fiscal monitoring and oversight.
- 4.2. Follow and comply with all related corrective action plans and requirements of site visits and subsequent audits conducted by the Program and its representatives. When monetary penalties are imposed or unallowable costs determined, the Program will define how repayment will be made to ADHS. This may include decreasing or withholding the Contractor's monthly billing or requiring payment to ADHS.
- 4.3. Prepare reports to Program as requested that detail performance and allow review of budget, cost of services, unit cost methodology and performance outcomes.
- 4.4. Identify at least one (1) staff member as Key Personnel that **shall** attend the entirety of all scheduled Sub-Recipient Monitoring calls.
- 4.5. Cooperate with and participate in all programmatic performance monitoring and Quality Improvement (QI) initiatives as requested by ADHS including, but not limited to the production of data summary reports requested by ADHS.
- 4.6. Comply with HRSA HIV/AIDS Bureau, Division of State HIV/AIDS Program National Monitoring Standards. These standards can be found at Ryan White HIV/AIDS Program Recipient Resources | Ryan White HIV/AIDS Program (hrsa.gov).
- 4.7. Collect and report quantitative and qualitative data related to program demographics, utilization and performance. A standardized reporting form will be provided by the Ryan White Part B Program.
- 4.8. Staff
 - 4.8.1. Employ direct service staff who meets the personnel qualifications outlined in the applicable standards of care published to www.azdhs.gov/preparedness/epidemiology-disease-control/disease-integration-services/index.php#hiv-care-resources-contractors.
 - 4.8.2. Notify the Program of changes in key personnel if the staff identified as key contacts for Program Management, Fiscal, ADAP and Quality Improvement change.
 - 4.8.3. Provide appropriate training for staff conducting direct client services paid for by the Contract,
 - 4.8.4. All staff shall participate in and complete all training mandated by the Ryan White Part B Program. ADHS will require a maximum of six (6) training events annually:
 - 4.8.4.1. All staff shall complete confidentiality or security training annually. This can be provided directly by the Contractor or fulfilled through an ADHS provided training.
 - 4.8.4.2. All staff shall complete a cultural humility or cultural competency training annually. This can be provided directly by the Contractor or fulfilled through an ADHS provided training.
 - 4.8.4.3. Trainings on utilization of PRISM and Medical Electronic Disease Surveillance Intelligence System (MEDSIS) are required. This can be provided directly by Contractor or fulfilled through an ADHS provided training.

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4.8.5. All mandatory meetings and/or conferences hosted by the ADHS Ryan White Part B shall be attended by the requested number of staff unless an exemption has been obtained by the Ryan White Part B Program Manager in advance. Participating staff are expected to stay for the full duration of the meeting or conference unless prior approval has been granted by the Ryan White Part B Program Manager. Mandatory meetings and conferences include:

4.8.5.1. Annual HIV/STI/HCV Symposium.

4.8.5.2. Quarterly Contractor Calls.

4.8.5.3. Annual Contractor Monitoring Site Visits.

4.8.5.4. Ryan White National Conference (once every two [2] years).

4.8.5.5. HRSA Site Visits (if applicable, HRSA visits once every five (5) years and may decide not to visit Contractor).

4.8.6. Develop and implement a plan to ensure coverage of program staffing due to:

4.8.6.1. Resignations.

4.8.6.2. Terminations.

4.8.6.3. Extended leave of absences exceeding thirty (30) calendar days.

4.8.6.4. Reduction in time assigned to programmatic effort, and etc.

4.8.6.5. Ensure all staff that are utilized for coverage/substitution have equal ability and qualifications as the staff member they are covering/replacing.

4.8.7. Assign one (1) program representative to attend the annual HIV Symposium/Contractor Meeting, and other required Contractor meetings and trainings that may occur as deemed by the Ryan White Part B Program, CDC or HRSA, such as:

4.8.7.1. Contractor Expenditure Report (CER)/billing submission training.

4.8.7.2. Plain language/data visualization training.

4.8.7.3. Materials review training.

4.8.7.4. Quality improvement training.

4.8.7.5. Cultural competency/humility training.

4.8.7.6. Required trainings will be scheduled with as much advance notice as possible.

4.9. Points of Contact

4.9.1. Dedicate a Project Manager who shall be the primary contact person for the ADHS in discussing work that needs to be completed. The Contractor's Project Manager shall at a minimum:

4.9.1.1. Serve as a primary day-to-day contact with the Agency.

4.9.1.2. Attend, lead, and prepare materials for mandatory meetings specified in 4.8.5. above.

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- 4.9.1.3. Ensure all necessary operational components are completed.
- 4.9.1.4. Troubleshoot and correct problems.
- 4.9.1.5. Designate an alternative contact for when the Project Manager is unavailable.
- 4.9.1.6. Assure that the Contractor, as well as any subcontractors, fulfills its duties and responsibilities under this Contract, and delivers required documents to the ADHS.
- 4.9.2. Identify and maintain a Fiscal Contact responsible for ensuring that all Federal and State standards are met in the record keeping and billing of this program.
- 4.9.3. Provide updated contact sheets identifying key contacts for Program Management, Fiscal, ADAP and Quality Improvement notifications and requests. The updated contact sheets shall be completed on an annual basis and within thirty (30) days of staff changes.
- 4.9.4. All Contractor programmatic and fiscal communication with ADHS shall be through the Ryan White Part B Program Manager or a designee(s).

4.10. Clinical Quality Improvement

- 4.10.1. Participate in up to two (2) annual, data-driven, quality improvement projects when requested by the Program. This may include agency specific or multi-agency projects. Participation may include, but is not limited to, training and implementation of the [Plan Do Study Act \(PDSA\) model](#), monitoring, data reporting, and collection of client input.
- 4.10.2. Use and adhere to the most current Standards of Care for all service categories for which they are funded. Standards of Care are posted to: <https://www.azdhs.gov/preparedness/epidemiology-disease-control/disease-integration-services/index.php#hiv-care-resources-contractors>.
- 4.10.3. The Release of Information included in the standard Ryan White application includes client consent to report client data to County, State, and Federal authorized entities and to view their records as a part of site visits and quality management review activities.
- 4.10.4. Participate in up to two (2) mandatory Quality Management trainings.
- 4.10.5. When requested, participate with a Consumer Satisfaction Survey or Needs Assessments.

4.11. Data and Information Systems

- 4.11.1. Client Level Data Reporting elements for these services as required of Ryan White Part B by the U.S DHHS, HRSA. Currently none are required, however new data elements for ADAP Client Level Reporting are in development.
- 4.11.2. Prepare client level data entry to the designated data system (CAREWare) within five (5) days after the activity. The Contractor shall have staff directly enter client level data into CAREWare if other data entry or data upload methods are unavailable.
- 4.11.3. CAREWare is used for client level data reporting and monthly billing reports, demographic reports, and various custom reporting. The Contractor agrees to install, collect, and report all data requested by the Program via Ryan White Part B CAREWare within thirty (30) days of request by the Ryan White Part B. The Contractor agrees to participate in technical assistance training and/or informational presentations for CAREWare at various times scheduled during the contract year, as required by the Program.

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- 4.11.4. Be responsible for coordinating the installation of the CAREWare software with their internal information technology staff. CAREWare software is developed by HRSA and requires no licensing fees. Instructions will be provided by the Program.
- 4.11.5. Complete timely review of annual Ryan White Program Services Report (RSR), as outlined at <https://targethiv.org/library/topics/rsr>. Activities include, but are not limited to, review of reports, chart reviews to identify missing client data and reporting results. The Program will provide technical assistance as needed.
- 4.11.6. Complete monthly RSR Readiness Reports to ensure data required for RSR reporting is up to date. RSR Readiness Reports shall include a list of all Ryan White Part B/ADAP clients served in the month by the Contractor.
- 4.11.7. All services provided to eligible Ryan White clients shall be entered into the CAREWare system as a service in the client's electronic file. Services shall include the date the service was provided, the service category, quantity of units, a note describing the service encounter, and the staff member completing the service.
- 4.12. Use of Subcontractors
 - 4.12.1. The use of subcontractors and/or consultants for Ryan White Part B funded activities shall be pre-approved by ADHS Procurement and the Program.
- 4.13. Program Marketing Initiatives
 - 4.13.1. If Contractor markets program services marketing initiatives must promote/incorporate the following components: Services available, venues/locations, and hours of operation. The Contractor is responsible for ensuring informed client choice in healthcare program enrollment through the comprehensive and accurate explanation of all programs available to the client,
 - 4.13.2. The content of any and all advertising for these services shall be in a format allowed by Local, State and Federal regulations and shall contain the funding language referenced in this Contract section.
 - 4.13.3. Be responsible to ensure that all appropriate program descriptions, including hours and locations, and any changes related to these services are disseminated to the community and other Ryan White providers to ensure that clients have access to care. The Contractor shall be able to document and explain this communication process to the Program upon request.
- 4.14. Material Review Acceptance
 - 4.14.1. Ensure that all materials developed or utilized by the Contractor's program are approved by the ADHS prior to use.
 - 4.14.2. All written materials, websites/internet materials, audiovisual materials, pictorials, questionnaires, survey instruments, proposed group educational sessions, educational curricula and like materials shall be reviewed and approved by ADHS prior to being put into use. ADHS has established principles on content for HIV/AIDS materials (see Guidelines for Content below), and requires approval of all applicable materials prior to their distribution and use in any activities funded in any part with Ryan White funds.
 - 4.14.3. Guidelines for Content:
 - 4.14.3.1. Written materials (e.g., pamphlets, brochures, fliers), audiovisual materials (e.g., motion pictures and video tapes), and pictorials (e.g., posters and similar educational materials

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using photographs, or paintings) shall use terms, descriptors, or displays appropriate for the intended audience to understand.

- 4.14.3.2. All materials shall either directly contain a health promotion message, an HIV prevention message, or inform about functions or events that ultimately promote the same. For example, a poster advertising a workshop does not need to have a health promotion message as long as the workshop does.
- 4.14.3.3. Materials shall NOT educate on or promote either sexual activity or intravenous substance abuse.
- 4.14.3.4. Materials shall not be obscene. ADHS retains the right to define what is obscene on a case-by- case basis.
- 4.14.3.5. All current materials which have been produced/approved at the federal level (i.e. CDC, HRSA, Department of Health and Human Services (DHHS) do not need to be submitted for prior approval by ADHS.
- 4.14.3.6. Information shall be accurate, current, and culturally appropriate.

4.15. Partner Services

- 4.15.1. Support Partner Services and Data to Care Activities at the Contractor locations providing HIV Testing.
- 4.15.2. Testing locations shall support current Partner Service or Data 2 Care activities for persons newly diagnosed with HIV across the County.
- 4.15.3. Staff conducting Partner Service or Data to Care activities shall participate in an ADHS approved training prior to start. Staff must comply with Partner Service delivery guidance and requirements from the ADHS Office of HIV & Hepatitis C Services. These are outlined in Exhibits Two (2) through Four (4).
- 4.15.4. Early Intervention Services or Partners Services activities shall be:
 - 4.15.4.1. Confidential in all aspects. Contractor shall include strict procedures for ensuring privacy, confidentiality, and security of data.
 - 4.15.4.2. Timely (i.e., locating and notifying activities are initiated and completed promptly within ADHS-established timelines) and offered to every client identified by the HIV/STD testing program within twenty-one (21) days of learning their confirmatory HIV test result.
 - 4.15.4.3. Appropriately documented in the reporting systems provided by the ADHS HIV/STD Prevention, Care and Epidemiology programs. All partner counseling sessions shall be in accordance with the most recent version of the Partner Services guidance issued by the CDC Prevention and Surveillance branches.
 - 4.15.4.4. All HIV positive individuals contacted through RWPB Early Intervention Services shall be entered into CAREWare. All of these individuals shall have a Release of Information completed.
 - 4.15.4.5. All Partner Services shall be entered in PRISM according to requirements.
 - 4.15.4.6. Complete all components of Partner Services.

4.16. Certification of Client Eligibility

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- 4.16.1. EIS only providers have limited responsibilities for establishing eligibility. The Contractor agrees to:
- 4.16.1.1. Assist with eligibility submissions for clients seeking Ryan White Part B/ADAP funded services. Clients enrolled in Ryan White Part B are concurrently enrolled in ADAP. Assistance may include, but is not limited to, helping clients complete eligibility forms, assisting with an Arizona Medicaid application, Medicare enrollment including Low Income Subsidy determinations, and/or communicate Program requests to the client.
 - 4.16.1.2. Comply with any eligibility policies published to [ADHS - Disease Integration & Services - Human Immunodeficiency Virus \(HIV\) Care & Services - Contractor Resources \(azdhs.gov\)](#) and mandatory forms at [ADHS - Disease Integration & Services - AIDS Drug Assistance Program \(ADAP\) - Enroll \(azdhs.gov\)](#).
 - 4.16.1.3. Respond to requests from the ADHS eligibility review team for additional support documentation and to answer questions related to client applications within three (3) business days.
 - 4.16.1.4. Confirm and accept client eligibility in approved data systems, such as CAREWare, prior to billing the Program for Ryan White Part B funded services.
 - 4.16.1.5. Complete required screening for third (3rd) party payers prior to billing the Ryan White Part B program for services.
 - 4.16.1.6. Have multiple staff with access to approved data systems and trained on reviewing/submitting eligibility and running eligibility reports. Contractors with more than four (4) RWPB funded staff must have at least two (2) staff members with access to the approved data systems.
 - 4.16.1.7. Act as the primary point of contact for the ADHS eligibility review team, even when the client submits an application directly to the Program.
 - 4.16.1.8. Use Program approved, HIPAA compliant data systems and web applications, to send eligibility referrals and support documents, when submitting applications on behalf of clients.
 - 4.16.1.9. EIS services are exempt from the eligibility requirements. Prior to entering named EIS client data into CAREWare a Release of Information (<https://www.azdhs.gov/preparedness/epidemiology-disease-control/disease-integration-services/index.php#aids-drug-assistance-program-enroll>) shall be on file, and the minimum RSR data entry must be collected.
 - 4.16.1.10. Eligibility requirements for Ryan White Part B and ADAP only apply to patients testing HIV positive being linked to HIV care. For these persons.

The ADHS eligibility review team will:

- 4.16.1.10.1. Screen all client applications for Part B/ADAP and enroll eligible clients.
- 4.16.1.10.2. Use the Program approved data systems to communicate requests for additional documentation.
- 4.16.1.10.3. Use Program approved data system to post client eligibility status updates.
- 4.16.1.10.4. Review all open applications at least once every three (3) business days.

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4.16.1.10.5. Complete medication adherence related improvement projects such as, but not limited to, monitoring and following up with clients that have not used their ADAP benefit in a six (6) month period.

4.16.1.11. Summary of Client Eligibility Requirements:

4.16.1.11.1. Positive HIV diagnosis.

4.16.1.11.2. Client lives in the State of Arizona.

4.16.1.11.3. Earn 400% or less of the current federal poverty level.

4.16.1.11.4. Documented screening and enrollment in the insurance option for which the client is eligible. Ryan White is the payer of last resort and can pay for services covered by other programs upon approval.

4.16.1.11.5. Clients enrolled in 340B programs or ADAP/ ADAP Assist look-alike program income model services will be ineligible for all Ryan White Part B/ADAP funded services.

4.16.1.11.6. Submission of mandatory Arizona Ryan White and ADAP application in English or Spanish and required supporting documentation every six (6) months.

4.16.1.11.7. Support documents include:

4.16.1.11.7.1. Documented viral load labs within the past six (6) months.

4.16.1.11.7.2. Arizona Health Care Cost Containment System (AHCCCS), Arizona's Medicaid program, approval or denial for clients under 150% of the federal poverty level.

4.16.1.11.7.3. Proof of income.

4.16.1.11.7.4. Proof of residency.

4.16.1.11.7.5. Proof of insurance (if applicable).

4.16.1.11.7.6. Taxes for clients enrolled in an ADAP-funded Marketplace plan.

4.16.1.11.8. Full eligibility requirements are available on: [Arizona Ryan White Parts A, B, and ADAP Eligibility Policies](#).

4.17. Release of Information

4.17.1. Secure from all clients provided services under this Grant any and all releases of information or other authorization requested by the Program. This includes but is not limited to, the Release of Information included in the application (<https://www.azdhs.gov/preparedness/epidemiology-disease-control/disease-integration-services/index.php#aids-drug-assistance-program-home>), which can be found in the CAREWare client file for eligible clients. Failure to secure such releases from clients may result in disallowance of all claims to the Program for covered services provided to eligible individuals.

4.17.2. Comply with [ARS §36-662](#), access to records. In conducting an investigation of a reportable communicable disease, the department of health services and local health departments may inspect

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and copy medical or laboratory records in the possession of or maintained by a health care provider or health care facility which are related to the diagnosis, treatment and control of the specific communicable disease case reported. Requests for records shall be made in writing by the appropriate officer of the department of health services or local health department and shall specify the communicable disease case and the patient under investigation.

4.18. Client Fees and Sliding Fee Policies

- 4.18.1. Have billing, collection, co-pay and sliding fee policies and procedures that do not deny clients services for non-payment, inability to produce income documentation, or require full payment prior to service, or include any other barriers to service based on ability to pay.
- 4.18.2. All collected fees shall be documented in accordance with their sliding fee schedule. This fee schedule shall be consistent with current federal guidelines. This fee schedule shall be published and made available to the public. If charging fees, the Contractor shall have a fee discount policy, sliding fee schedule, and sliding fee eligibility applications. The Contractor shall track fees charged and paid by clients. The Contractor shall have a fee discount policy that includes client fee caps, including:
 - 4.18.2.1. Clear responsibility for annually evaluating clients to establish individual fees and caps.
 - 4.18.2.2. Tracking of Part B charges or medical expenses inclusive of enrollment fees, deductibles, and co-payments.
 - 4.18.2.3. A process for alerting the billing system that client has reached cap and no further charges will be charged for the remainder of the year.
 - 4.18.2.4. Documentation of policies, fees, and implementation, including evidence that staff understand those policies and procedures.
 - 4.18.2.5. A process for charging, obtaining, and documenting client charges through a medical practice information system, manual or electronically. Section 4.19.1. below shall be followed when developing the fee schedule.

4.19. Client Income

4.19.1. Fees For Service

- 4.19.1.1. Less than or equal to 100% of the official poverty line no fees or charges to be imposed.
- 4.19.1.2. Greater than 100%, but not exceeding 200%, of the official poverty line. Fees and charges for any calendar year may not exceed five percent (5%) of the client's annual gross income.
- 4.19.1.3. Greater than 200%, but not exceeding 300%, of the official poverty line. Fees and charges for any calendar year may not exceed seven percent (7%) of client's annual gross income.
- 4.19.1.4. Greater than 300% of the official poverty line. Fees and charges for any calendar year may not exceed ten percent (10%) of client's annual gross income.

4.20. Programmatic Reporting

- 4.20.1. Develop and implement processes to collect data required by the Ryan White Part B Program for programmatic reporting and monitoring.
- 4.20.2. Develop and implement policies and procedures specific to the provision of Ryan White Part B program services, and review and update these policies annually.

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4.21. Security and Confidentiality

4.21.1. Ensure that all staff receive and sign security and confidentiality agreements upon hiring and renew these agreements annually.

4.22. Fiscal Accountability

4.22.1. Develop and implement an annual budget for all aspects of providing Ryan White Part B services.

4.22.2. Ensure that all equipment purchases obtained with Ryan White Part B funding, including but not limited to computers, tablets, mobile phones, furniture, or appliances shall be documented annually, approved by the Ryan White Part B Program, tagged as ADHS property, and returned to the Ryan White Part B Program upon program termination.

4.22.3. Ensure that travel costs and travel reimbursements do not exceed those detailed in the State of Arizona travel policies, [State of Arizona Accounting Manual \(SAAM\)](#) | [General Accounting Office \(az.gov\)](#).

4.23. Quality Improvement and Assurance

4.23.1. Develop and implement a quality improvement/quality assurance plan, in collaboration with the Ryan White Part B Program.

4.23.2. Participate in annual quality improvement and quality assurance activities/reviews, and other quality activities required by the Ryan White Part B Program.

4.24. General Oversight

4.24.1. Develop and implement a plan to ensure that Year one (1) project start-up and implementation of services to clients takes no longer than ninety (90) calendar days from the award of funding.

4.24.2. Participate in performance review and quality improvement meetings with the Ryan White Part B Program, either in-person or via teleconference/web-based conference. The Ryan White Part B program and Contractor will develop an agreed-upon meeting schedule.

4.24.3. Draft written documents using plain language and graphic formats for ease of understanding.

4.24.4. Provide all materials that are intended for use by the program, regardless of format (print, digital, recording, etc.), to the Office of HIV & Hepatitis C Services' Materials Review Committee for approval.

4.24.5. Provide programming according to CLAS guidelines.

5. Funding Restrictions

5.1. The Contractor shall not utilize funds made available under this Agreement to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service.

5.2. The Contractor shall not utilize funds made available under any State compensation program, under any insurance policy, or under any Federal, State, or county health benefits program.

5.3. The Contractor shall not utilize funds made available by an entity that provides health services on a prepaid basis.

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- 5.4. Funds shall not be used to purchase or improve (other than minor remodeling) any building or other facility, or to make cash payments to intended recipients of services as referenced in the Arizona Revised Statutes (ARS) [A.R.S. § 41-2591, R2-7-701 and Code of Federal Regulations, Chapter 1, Subchapter e., Part 31, and Public Health Service Grants Policy Statement.](#)
- 5.5. Ryan White funds shall only support HIV-related needs of eligible individuals. All activities and expenditures shall reflect an explicit connection between any service supported with Ryan White Act funds and the intended recipient's HIV status. The documentation that a service is HIV-related must be made by a medical provider, must be maintained in the eligible individual's medical record or in the Ryan White Part B CAREWare database administered by the Program.
- 5.6. Contractor is not authorized to provide services anonymously. All services shall only be provided to documented eligible clients as defined in this Contract.
- 5.7. Ryan White funds shall not be used to finance the services of lobbyists, fundraisers or grant/proposal writers, nor to support lobbying, fundraising activities and/or the writing of grant/contract proposals. The Contractor shall have personnel policies and an employee orientation manual that include regulations that forbid using federal funds to lobby Congress or other Federal personnel.
- 5.8. The Ryan White Act limits the administrative expenses to not more than ten percent (10%) of the total agreement. Requests for additional administrative funds shall be submitted to the Program, along with support documents for the administrative costs. The Act defines allowable "administrative activities" to include:
 - 5.8.1. Usual and recognized overhead, including established indirect rates for agencies.
 - 5.8.2. Management and oversight of specific programs funded under this title.
 - 5.8.3. Other types of program support such as quality assurance, quality control, and related activities.

6. State Provided Items

ADHS will provide:

- 6.1. Access to and operate the CAREWare database to the approved participating staff:
 - 6.1.1. The necessary secure method will be granted by ADHS Information Technology Services (ITS) for the CAREWare database and applicable datasets.
 - 6.1.2. Technical assistance and support for data entry and data exports.
- 6.2. The Program will monitor compliance with and performance under the Terms and Conditions of this Contract. This includes on-site visits for Contract compliance. There will be at least one (1) scheduled site visit during each grant year. These visits may be made by the Program at any time during the Contractor's normal business hours, announced or unannounced.
- 6.3. ADHS will provide technical assistance to eligible applicants for the implementation, configuration and end user support for the CAREWare database. In addition, technical assistance is made available to eligible applicants to integrate CAREWare with proprietary in-house billing systems on an as needed basis to minimize data entry efforts needed to report client level demographic and service-related data. Utilization of proprietary in-house billing systems, client databases, and electronic medical records does not replace required CAREWare data entry and all required Client level data must be entered into CAREWare either by export or by direct data entry. If a client data export is not working the data must be directly entered into CAREWare by the Contractor.
- 6.4. Provide any other information relevant to training and technical assistance.

7. Deliverables and Delivery Schedule

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The Contractor shall:

- 7.1. Submit data required for HRSA Performance Report annually by March 1st.
- 7.2. Submit the CER, summary, and documentation (to include the matching CAREWare report along with the general ledger) within fifteen (15) days after the end of each calendar month. Contractor may submit more frequently with an approved arrangement with ADHS. Payment on submitted expenses will be processed and approved, or returned to the Contractor for correction within five (5) business days after submission. For CERs that have been returned to the Contractor for correction, payment will be processed within thirty (30) calendar days after ADHS receives a corrected submission.
- 7.3. On the twentieth (20th) of each subsequent month being reported, the Contractor shall be required to collect and report quantitative and qualitative data related to program demographics, utilization and performance. A standardized reporting form will be provided by the Ryan White Part B Program.

8. Notices, Correspondence, and Reports

- 8.1. Notices, Correspondence, and Reports from the Contractor to the ADHS shall be sent to:

Arizona Department of Health Services
Office of HIV & Hepatitis C Services
Patricia Sandoval
Ryan White Part B Program Manager
150 North 18th Avenue, Suite 280
Phoenix, AZ 85007
Telephone: 480-645-0046 | Email: patricia.sandoval@azdhs.gov

- 8.2. CERs shall be sent to: invoices@azdhs.gov
- 8.3. AUTOMATED CLEARING HOUSE. ADHS may pay invoices or CERs for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner, the Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within thirty (30) days after the effective date of the Contract. The form is available online at: [GAO-618.pdf \(az.gov\)](#)
- 8.4. ACH Vendor Authorization Form shall be emailed to Vendor.Payautomation@azdoa.gov. 0046
- 8.5. Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the contractor shall be sent to:

Pima County Health Department
Clinical Services Division
1493 W Commerce Court
Tucson, AZ 85746
Michael Lopez
(He/Him/His)
Deputy Division Manager – Programs
Desk: (520) 724-9561 Fax:(520) 770-4242
Email: Michael.Lopez2@Pima.gov

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
CTR068203	

Ryan White HIV Care & Services Budget

Budget Line Item	Amount
Personnel*	\$150,000.00
Employee Related Expenses*	\$60,000.00
Professional & Outside Services	\$0.00
Travel	\$0.00
Other Operating Expenses	\$0.00
Equipment	\$0.00
Indirect (12%) *	\$25,000.00
Total Annual Not to Exceed Amount:	\$235,000.00

*Indicates indirect calculation

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR068203	EXHIBIT ONE (1)

Exhibit One (1) - 2 CFR 200.332

§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Prime Awardee:	Arizona Department of Health Services
UEI #	QMWUG1AMYF65
Federal Award Identification (Grant Number):	6 X07HA00080-33-01
Subrecipient name (which must match the name associated with its unique entity identifier):	Pima County
Subrecipient's unique entity identifier (UEI #):	
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	X0700080
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency.	04/06/2023
Subaward Period of Performance Start and End Date.	04/01/2023-03/31/2028
Subaward Budget Period Start and End Date:	04/01/2023-03/31/2028
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	\$235,000.00 X 5 years?
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):	\$10,000,000
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	N/A – To be determined
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Ryan White Care Act Title II HIV Care Formula Grant
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Health Resources and Services Administration

CONTRACT NUMBER CTR068203	INTERGOVERNMENTAL AGREEMENT EXHIBIT ONE (1)
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Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:

\$17,040,320 / CFDA 93.917

Identification of whether the award is R&D

Not R & D

Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR068203	EXHIBIT TWO (2) QUALITY MANAGEMENT REQUIREMENTS

Local Quality Management Plan Requirements

Performance Measures:

ADHS Office of Disease Integration and Services will establish within the vendor/provider contract performance measures with requirements and performance goals. The Contractor is required to incorporate monitoring of performance measures into their monitoring process and take actions, as necessary, to improve performance. ADHS Ryan White Program reports performance to the contractor(s) and QM Committee on a quarterly basis.

Medical visits –

Percent of active clients with documented medical visits in each 6-month period in a two-year measure and in the second half of a single year measure.

Viral Load Monitoring-

All clients with a diagnosis of HIV/AIDS will have a viral load test performed at least every six (6) months.

Viral Load Suppression-

Percent of active clients who are virally suppressed as documented by a viral load of less than 200 copies/mL at last test.

Oral Health Exam- The percent of ADHS Ryan White part B clients who received an oral exam at least once a year.

<i>Performance Measure</i>	<i>Minimum Performance Standard</i>
Medical visits	90%
Viral Load Monitoring	95%
Viral Load Suppression	90%
Oral Exam at least once in measurement year	90%

Performance Measures will be reviewed and revised at least annually as part of the QM Plan. ADHS will continue with monitoring for Site Visits, through review and technical assistance for each contractor's QM Plan.

Performance Improvement Projects (PIPs)

ADHS Office of Disease Integration and Services uses Performance Improvement Projects (PIPs) to create or improve existing processes. ADHS Office of Disease Integration and Services will identify the need to implement performance improvement projects to utilize structured methodology as established by QM and target specific areas for improvement. Minimally, ADHS will initiate one PIP annually. Project topics are determined through the use of data collection and analysis and include both clinical and non-clinical topics. Projects are considered complete when a year of sustainable improvement has been demonstrated. The vendor/provider is required to participate in any and all activities, including interim monitoring, related to the completion of the PIPs.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR068203	EXHIBIT THREE (3) CULTURAL COMPETENCY STANDARDS

Cultural Competency Standards - CLAS

Definition

Cultural Competency" is a set of congruent behaviors, attitudes, and policies that come together in a system, agency or among professionals and enable that system, agency or those professions to work effectively in cross-cultural situations.

CLAS Standards as follows:

- Standard 1**
Health care organizations should ensure that patients/consumers receive from all staff member's effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred.
- Standard 2**
Health care organizations should implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and leadership that are representative of the demographic characteristics of the service area.
- Standard 3**
Health care organizations should ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery
- Standard 4**
Health care organizations must offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to each patient/consumer with limited English proficiency at all points of contact, in a timely manner during all hours of operation.
- Standard 5**
Health care organizations must provide to patients/consumers in their preferred language both verbal offers and written notices informing them of their right to receive language assistance services.
- Standard 6**
Health care organizations must assure the competence of language assistance provided to limited English proficient patients/consumers by interpreters and bilingual staff. Family and friends should not be used to provide interpretation services (except on request by the patient/consumer).
- Standard 7**
Health care organizations must make available easily understood patient-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the service area.
- Standard 8**
Health care organizations should develop, implement, and promote a written strategic plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally and linguistically appropriate services.
- Standard 9**
Health care organizations should conduct initial and ongoing organizational self-assessments of CLAS-related activities and are encouraged to integrate cultural and linguistic competence-related measures into their internal audits, performance improvement programs, patient satisfaction assessments, and outcomes-based evaluations.
- Standard 10**
Health care organizations should ensure that data on the individual patient's/consumer's race, ethnicity, and spoken and written language are collected in health records, integrated into the organization's management information systems, and periodically updated.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT FOUR (4) MATERIALS REVIEW STANDARDS
CTR068203	

MATERIALS REVIEW STANDARDS

All written materials, websites/internet materials, audiovisual materials, pictorials, questionnaires, survey instruments, proposed group educational sessions, educational curricula and like materials must be reviewed and approved by ADHS prior to being put into use. ADHS has established principles on content for HIV/AIDS materials (see below), and requires approval of all applicable materials prior to their distribution and use in any activities funded in any part with Ryan White funds.

Guidelines for Content:

1. Written materials (e.g., pamphlets, brochures, fliers), audiovisual materials (e.g., motion pictures and video tapes), and pictorials (e.g., posters and similar educational materials using photographs, or paintings) should use terms, descriptors, or displays appropriate for the intended audience to understand.
2. None of the funds appropriated to carry out this title may be used to provide education or information designed to promote sexual activity or intravenous substance abuse.
3. Section Two (2) may not be construed to restrict the ability of an education program that includes the information required to provide accurate information about various means to reduce an individual's risk of exposure to, or the transmission of HIV, provided that any informational materials used are not obscene.
4. Educational sessions should not include activities in which attendees participate in sexually suggestive physical contact or actual sexual practices.

ADHS Guidelines for Content:

1. All current materials which have been produced/approved at the federal level (i.e. CDC, HRSA, DHHS) do not need to be submitted for prior approval by ADHS.
2. What is defined as obscene shall be determined by ADHS on a case by case basis.
3. All materials must either directly contain a health promotion message, an HIV prevention message, or inform about functions or events that ultimately promote the same. For example, a poster advertising a workshop does not need to have a health promotion message as long as the workshop does.
4. Information must be accurate, current, and culturally appropriate.