



**PIMA COUNTY HEALTH DEPARTMENT – WELL WOMAN HEALTHCHECK SERVICES
SOLICITATION**

Solicitation No: PCHD-2017-01-WWHC

Submit Proposal to:

Pima County Health Department
Attn: Richard Wascher
3950 S. Country Club Dr. Suite #100
Tucson, Arizona 85714

Proposals Due: May 22, 2017 at 5:00 P.M. AZ time.

SOLICITATION: Pima County is soliciting responses from providers that are qualified and willing to provide the following Services in compliance with all the specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: To establish contracts to provide countywide breast and cervical cancer screening and diagnostic services for the Well Woman Healthcheck Program (WWHP) in Pima County, per specifications called for herein. The WWHP is part of the National Breast and Cervical Cancer Early Detection Program (NBCCEDP), which was authorized when the U.S Congress passes the Breast and Cervical Cancer Mortality Prevention Act of 1990, Public Law 101-354. The Pima County Health Department (PCHD) will contract for services with responders that are willing, qualified and located in the target service areas. Funding is provided via the Arizona Department of Health Services through a cooperative agreement with the Centers for Disease Control and Prevention (CDC) and the State of Arizona. Respondent is required to meet the requirements in **Exhibit D**, Pima County sample contract, and those in **Exhibit E**, ADHS Uniform Terms and Conditions Solicitation No. ADHS14-00003240.

You may download a full copy of this invitation on the Pima County Health Department website at www.pima.gov/health. Prospective Offerors may also pick up a copy, Monday through Friday excluding legal holidays, 8 am to 5 pm local time (MST), at the address listed above.

Offerors must complete and return those documents identified in the Instructions to Offerors of this solicitation.

The following licenses are required (applicable to the service(s) you are offering to provide):

Personnel: Physicians providing services under this contract shall be either an M.D. or D.O. and be currently licensed under the provisions of the Arizona Revised Statutes, Title 32, Chapter 13 or 17. All other personnel providing services shall be registered, licensed or board certified in Arizona in their respective fields, as applicable.

Facility: All laboratory facilities shall adhere to the standards of the Clinical Laboratory Improvement Act (CLIA), and maintain the appropriate CLIA certification.

Reporting: To be approved for payment, all mandatory screening and monthly follow up and tracking reports must be turned in to the PCHD in a timely manner.

Bonds are not required.

OFFERORS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, TO ENSURE THAT THEY CAN AND ARE WILLING TO COMPLY.

Questions shall be submitted in writing to Pima County Health Department, Well Woman Healthcheck, Attn: Richard Wascher.

email: Richard.Wascher@pima.gov; Fax: (520) 740-4023

USPO Mail to the following address:

Pima County Health Department, 3950 S. Country Club Rd. #100, Tucson, AZ 85714

Proposals and modifications received after the Due Date/Time will not be accepted.

Publish: The Territorial: May 9, 2017
May 10, 2017

INSTRUCTIONS TO OFFERORS

1. PREPARATION OF RESPONSES

All proposals shall be made using the forms provided in this package. All notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the proposal. Typewritten responses are **preferred**.

2. PRICING and OFFER DOCUMENTS

Throughout this solicitation document, the meaning of *proposal* and *offer* are intended to be synonymous.

Offerors shall complete and submit their offers utilizing the forms provided by this solicitation. Requested information and data shall be provided in the precise manner requested. Failure to comply may cause the proposal to be improperly evaluated or deemed non-responsive.

The proposal/offer certification document (**Exhibit A**) must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation. Failure to do so may be cause to reject the proposal as non-responsive.

All unit prices are set by the NBCCEDP, as stated in **Exhibit C**, and shall remain firm until changed by NBCCEDP. Unit prices include all costs required to provide the service and required reporting.

Items included in the proposal shall meet the specifications and requirements set forth by the solicitation.

Deviation requests shall specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Deviation requests shall be submitted prior to the initial solicitation due date. Requests submitted within 8 days of the solicitation due date may not be answered. Acceptance or rejection of said deviation request shall be at the sole discretion of the County and in accordance with Pima County Procurement Code.

Offerors are advised that conditional offers that do not conform to or that request exceptions to the published solicitation and addendums may be considered non-responsive and not evaluated.

3. OFFERORS MINIMUM QUALIFICATIONS

Offeror shall certify that they possess the minimum qualifications contained in **Exhibit B: Minimum Requirements Verification Form (Two Pages)**. Offeror shall provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate fulfillment of the Minimum Requirements may be cause for the offeror's proposal to be rejected.

4. SUBMISSION OF OFFERS

Proposals must be signed by an authorized agent of the offeror and submitted in a sealed envelope marked or labeled with the offeror's firm name and solicitation title to the location and not later than the Due Date / Time specified by the Solicitation.

Proposals and modifications received after the closing time specified will not be accepted. Facsimiles of proposals will not be accepted.

Failure to comply with the solicitation requirements may be cause for the offeror's proposal to be rejected and not evaluated.

5. COMPLIANCE WITH AGREEMENT

County will execute an agreement with the successful offeror by issue of a contract. The offeror agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the contract. In particular, the offeror agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by means of a contract amendment executed by the County. Any items provided in excess of the quantity stated in the agreement shall be at the offeror's own risk. Offerors shall decline verbal requests to deliver items in excess of the agreement.

6. VENDOR RECORD MAINTENANCE

By submitting a response to this solicitation, the offeror agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten calendar days of notification of an award. The Vendor also agrees to update the information within ten calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that the Vendor establish and maintain email functionality. In addition to providing the means for a Vendor to create and maintain their Vendor record, VSS also provides for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>.

SPECIAL TERMS AND CONDITIONS

1. SCOPE:

This solicitation is being conducted to establish contracts for the Pima County Department of Health to provide breast and/or cervical cancer screening and diagnostic services for the Well Woman Healthcheck Program.

It is the intent of the County to issue contracts for an estimated \$305,000 cumulative total for an initial one-year period, with the option of the County to renew the contract(s) for up to four (4) additional one-year periods or any portion thereof. The County makes no guarantee regarding the actual amount of work performed pursuant to a resulting contract.

The scope of work shall consist of the provision of high quality breast and/or cervical cancer screening and diagnostic procedures in accordance with Pima County Health Department and Arizona Department of Health Services Guidelines. The detailed scope of work is contained in the attached **Exhibit D**, Sample Contract, as **Attachment A: Scope of Work**.

2. MINIMUM REQUIREMENTS:

In order for proposal to be evaluated and considered for award, proposal must satisfy the following minimum requirements:

1. Provider shall have demonstrated experience in providing breast cancer and/or cervical cancer screening and diagnostic services to underserved women, including but not limited to radiology services, surgical services, screening exams, etc. Refer to **Exhibit C** for a list of services that may be provided. It is not necessary to provide all of the services listed.
2. Provider shall have the ability to conduct bilingual, bicultural services in Spanish and English.
3. All personnel providing screening and/or diagnostic services shall be registered, licensed or board certified in Arizona in their respective fields as applicable.
4. Provider shall be an AHCCCS registered provider and agree to accept WWHP reimbursement rates for program covered services (see **Exhibit C**).

Exhibit B: Minimum Requirements Verification Form (two pages) shall be completed and attached to your proposal.

Proposals not meeting the minimum requirements will be deemed *NON RESPONSIVE* and will not be considered for further evaluation.

3. SPECIFICATIONS:

All Goods and Services shall conform to the *Instructions to Offerors*, and *Standard Terms and Conditions* as modified or added to by the following Specifications:

Contractor(s) shall provide services for Well Woman Healthcheck Program participants in accordance with service and reimbursement policies set forth by the Program (see sample contract, **Exhibit D**, and reimbursement rates in **Exhibit C**).

- Provide WWHP breast and/or cervical cancer screening and diagnostic procedures to enrolled women directly or through qualified service providers (including but not limited to: radiology services, surgical services, screening exams, etc.).
- Respond within 30 days to communications concerning quality assurance issues.
- Maintain all licenses; certifications and liability insurance as outlined in the agreement (see sample agreement).
- Comply with all applicable Health Insurance Portability and Accountability Act (HIPPA) requirements.
- Be an AHCCCS Registered provider if providing diagnostic services in addition to screening services.

Offerors should include in their offer copies of appropriate professional certifications and licenses.

4. PRICING

All Service prices are listed on **Exhibit C** and are non-negotiable.

5. ACCEPTANCE:

Acceptance of the services defined by the contract shall be given by designated staff of Pima County Health Department.

6. BILLING:

Contractor(s) will be reimbursed according to the following criteria and schedule:

1. Report all covered expenses related to WWHP screening and diagnosis. Supporting documentation shall consist of a monthly client line listing, invoice and supporting documentation such as procedure reports, visit notes, minimum data element forms (MDE) (screening providers only).
2. Reimbursement rates are set in accordance with Medicare Part B allowable rates, reflected in WWHP Schedule A (**Exhibit C**). New rates are effective March 1 of every year and will be provided to each contractor by PCHD.

Part or all of a payment may be adjusted on the basis of late, incomplete, inaccurate or illegible submission of MDEs, client line listings, invoices and reports.

7. DELIVERY:

As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the contract. Delivery will be made in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) referenced on the Contract.

8. REPORTING:

1. Report all covered expenses related to WWHP screening and diagnostic procedures. Supporting documentation shall be a monthly client line listing, Invoice and MDEs (screening providers only).
2. Reimbursement rates are set in accordance with Medicare Part B allowable rates, reflected in WWHP Schedule A. New rates are effective March 1 of every year and will be provided to each contractor by PCHD.
3. Send procedure reports to PCHD within 10 days of procedure.
4. Respond within 30 days to communications regarding quality assurance issues.

9. SAMPLE CONTRACT:

A copy of the SAMPLE CONTRACT is included for review. Each respondent, by submitting an offer, will be

certifying that the contract is acceptable as written, unless exceptions are taken and specific alternate language proposed. **Exception requests shall specifically document and clearly illustrate the deviation to the particular article in the Sample Contract provided. Exception requests shall be submitted with the respondent's proposal.** Exceptions, which include language unacceptable to Pima County, may be cause for disqualification. The Contract will be entered into by and between Pima County and the successful respondent. Pima County reserves the right to negotiate any terms or conditions if it is determined to be in the best interest of the County.

10. SUBMITTAL:

Proposers shall submit ONE (1) original of all proposal documents. The proposal shall contain the following documents and information:

- a. Exhibit A: Proposal Certification Form (page 15)
- b. Exhibit B: Minimum Requirements Verification Form, fully completed as requested (pages 16-17)
- d. Exhibit C: WWHP Schedule indicating services proposed (6 pages)

We are unable to post Word or Excel documents on the website. If you would like a Word version of Exhibit A and B or an Excel version of Exhibit C, please contact Richard Wascher at the address below. Clearly handwritten responses for these Exhibits will also be accepted.

11. CONTACT:

Questions regarding this solicitation should be submitted in writing to the Pima County Health Department, Attention: Richard Wascher. All submittals shall reference the Solicitation Number and Title. Questions submitted within 8 days of the solicitation Due Date may not be answered.

Fax: (520) 724-4023 email: Richard.Wascher@pima.gov

USPS Mail or deliver to the following address:

Pima County Health Department
Well Woman Healthcheck Program
Attn: Richard Wascher.
3950 S. Country Club Rd., Suite #100
Tucson, AZ 85714

END OF SPECIAL TERMS AND CONDITIONS

PIMA COUNTY STANDARD TERMS AND CONDITIONS (2/14/17)

1. AWARD:

Awards will be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all proposals, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of COUNTY. Unless expressly agreed otherwise, resulting contracts are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

2. WAIVER:

Each Offeror, by submission of a proposal, bid or proposal waives any and all claims for damages against COUNTY or its officers or employees when COUNTY exercises any of its reserved rights.

3. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein shall govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant contract.

4. INTERPRETATION AND APPLICABLE LAW:

The contract will be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

5. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

6. QUANTITY:

Contractor will not exceed or reduce the quantity of goods ordered without **written** permission from COUNTY in the form of a properly executed Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo revision or amendment as required by COUNTY Procurement Code. All quantities are estimates and COUNTY provides no guarantee regarding actual usage.

7. PACKING:

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

8. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price proposal document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of COUNTY.

To mitigate or prevent damages caused by delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor's responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides COUNTY immediate notice of delay.

9. SPECIFICATION CHANGES:

COUNTY has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

10. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, destination or both by COUNTY. Goods failing to meet specifications of the order or contract will be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be considered a waiver of that condition for subsequent shipments or deliveries.

11. SHIPPING TERMS:

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and are to be included in the Unit Price proposal by Contractor and accepted by COUNTY.

12. PAYMENT TERMS:

Payment terms are net thirty (30) days, unless otherwise specified by the contract.

13. ACCEPTANCE OF MATERIALS AND SERVICES:

COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

14. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

In the event any item furnished by Contractor in the performance of the contract should fail to conform to the specifications thereof, or to the sample submitted by Contractor, COUNTY may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, COUNTY has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and actual cost to COUNTY.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply. The rights and remedies of COUNTY provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

15. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, certifies that no officer or employee of COUNTY or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor,

materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with COUNTY, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then any contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

16. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by COUNTY. Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Master Agreement, or Purchase Order. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY contracts can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Contracts*.

17. PATENT INDEMNITY:

Contractor will indemnify, defend and hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Master Agreement, Purchase Order, and associated orders. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

18. INDEMNIFICATION:

Contractor will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the Master Agreement, Purchase Order or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

19. UNFAIR COMPETITION AND OTHER LAWS:

Responses must be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

20. COMPLIANCE WITH LAWS:

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be

brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

21. ASSIGNMENT:

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of COUNTY. COUNTY may withhold approval at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

22. CONFLICT OF INTEREST:

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all COUNTY Master Agreements or Purchase Orders as if set forth in full therein.

23. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors.** During the performance of this contract, CONTRACTOR must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

24. NON-APPROPRIATION OF FUNDS:

COUNTY may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, COUNTY has no further obligation, other than payment for services or goods that COUNTY has already received.

25. PUBLIC RECORDS:

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms.

26. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the contract. Such tools and documentation are the property of COUNTY and will be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation will be delivered to COUNTY within twenty (20) days of acceptance by COUNTY of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to COUNTY. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional

cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to COUNTY, Contractor will reimburse COUNTY for said actual and incremental costs provided that COUNTY had given Contractor reasonable time to respond to COUNTY's requests for support.

27. AMERICANS WITH DISABILITIES ACT:

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

28. NON-EXCLUSIVE:

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of COUNTY, which reserves the right to obtain like goods and services from other sources for any reason.

29. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

30. TERMINATION:

COUNTY reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of COUNTY. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of and must be promptly delivered to COUNTY. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

31. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, proposal agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; these standard terms and conditions; any other solicitation documents.

32. INDEPENDENT CONTRACTOR:

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of COUNTY and are not entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

33. BOOKS AND RECORDS:

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

34. COUNTERPARTS:

The Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the

signed proposal of Contractor and the signed acceptance of COUNTY are each considered an original and together constitute a binding Master Agreement, if all other requirements for execution have been met.

35. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that COUNTY does not have authority to enter into the Master Agreement or Purchase Order, COUNTY is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

36. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

37. SUBCONTRACTORS:

CONTRACTOR is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts CONTRACTOR may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

38. SEVERABILITY:

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

39. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

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

COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

CONTRACTOR will advise each subcontractor of COUNTY's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR's books and records to ensure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this contract subjecting SUBCONTRACTOR to

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

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR’s approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR is entitled to an extension of time, but not costs.

40. CONTROL OF DATA PROVIDED BY COUNTY:

For those projects and contracts where COUNTY has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by COUNTY, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by COUNTY during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to COUNTY or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

41. ISRAEL BOYCOTT CERTIFICATION:

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

EXHIBIT A
PROPOSAL CERTIFICATION FORM

RESPONDENT SHALL COMPLETE THE FOLLOWING INFORMATION IN INK AND SUBMIT WITH THEIR PROPOSAL

Print or type in ink the requested information. **TYPEWRITTEN RESPONSES ARE PREFERRED.**

PROPOSAL SUBMITTED BY:

COMPANY LEGAL NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ E-MAIL: _____

CORPORATE HEADQUARTERS LOCATION:

ADDRESS: _____

CITY, STATE, ZIP: _____

Exhibit B

MINIMUM REQUIREMENTS VERIFICATION FORM (TWO PAGES)

RESPONDENT'S NAME: _____

Proposals not meeting the minimum requirements will be deemed *NON RESPONSIVE* and will not be considered for further evaluation.

As defined in this solicitation, provide documented and verifiable evidence that your firm satisfies the Minimum Requirements, and indicate what/if attachments are submitted.

ITEM NO.	MINIMUM REQUIREMENTS	COMPLIANCE YES/NO (SELECT ONE)	DOCUMENT TITLE AND NUMBER OF PAGES SUBMITTED FOR EACH DOCUMENT
1	<p>Provider shall have demonstrated experience in providing breast cancer and/or cervical cancer screening and diagnostic services to underserved women.</p> <p style="padding-left: 40px;">a. Narrative describing which services your organization will perform and a description of experience providing such services with the uninsured/underinsured population in Pima County, Refer to Exhibit C (Schedule A) for list of services which may be provided.</p>	Yes/No	
2	Bilingual-bicultural capability statement and staff's name and years of experience.	Yes/No	
3	All personnel providing screening and/or diagnostic services shall be registered, licensed or board certified in Arizona in their respective fields as applicable. Please provide a list of staff responsible for service delivery and program implementation. Include credentials and licensing information.	Yes/No	

4	Provider shall be an AHCCCS registered provider and agree to accept WWHP reimbursement rates for program covered services [see Schedule A (Exhibit C)]. Please provide evidence of an AHCCCS registered provider and a statement that you will accept WWHP reimbursement rates as indicated in Schedule A.	Yes/No	
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SIGNATURE: _____ **DATE:** _____

PRINTED NAME & TITLE OF AUTHORIZED PROPOSER REPRESENTATIVE EXECUTING PROPOSAL

EXHIBIT C

Schedule A - WELL WOMAN REIMBURSABLE PROCEDURES 2017 NBCCEDP Allowable Procedures, Relevant CPT® Codes, and Medicare Reimbursement Rates

Office Visits	CPT Code	Professional Component (-26)	Technical Component (-TC)	Total Amount	Proposed Services (check all that you can provide)
New Patient; history, exam, straightforward decision-making; 10 minutes	99201			\$ 43.89	
New Patient; <i>expanded</i> history, exam, straightforward decision-making; 20 minutes	99202			\$ 74.76	
New Patient; <i>detailed</i> history, exam, straightforward decision-making; 30 minutes	99203			\$ 107.94	
New Patient: <i>comprehensive</i> history, exam, moderate complexity decision-making; 45 minutes	99204			\$ 164.03	
New Patient: <i>comprehensive</i> history, exam, high complexity decision-making; 60 minutes	99205			\$ 206.54	
Established Patient; evaluation and management, may not require presence of physician; 5 minutes	99211			\$ 20.21	
Established Patient; history, exam, straightforward decision-making; 10 minutes	99212			\$ 43.58	
Established Patient; <i>expanded</i> history, exam, straightforward decision-making; 15 minutes	99213			\$ 73.06	
Established Patient; <i>detailed</i> history, detailed patient exam 25 minutes.	99214			\$ 107.51	
Initial comprehensive preventive medicine evaluation and management; history, examination, counseling/guidance, risk factor reduction, ordering of appropriate immunizations, lab procedures, etc; 18-39 years of age	99385			\$ 107.94	
Same as 99385, but 40-64 years of age	99386			\$ 107.94	
Same as 99385, but 65 years and older	99387			\$ 107.94	
Periodic comprehensive medicine evaluation and management; history, examination, counseling/guidance, risk factor reduction, ordering of appropriate immunizations, lab procedures, etc; 18-39 years of age	99395			\$ 73.06	
Same as 99395, but 40-64 years of age	99396			\$ 73.06	
Same as 99395, but 65 years and older	99397			\$ 73.06	
Administration and interpretation of health risk assessment instrument					

Breast Screening & Diagnostic	CPT Code	Professional Component (-26)	Technical Component (-TC)	Non-Facility	Proposed Services (check all that you can provide)
Screening Mammogram, Bilateral (2 view film study of each breast)	77067	Due to Medicare claims processing issues, CMS will not be able to process these new codes. Therefore no reimbursement fees have been assigned to these codes. Contractors should use only G0202 , G0204 , and G0206 until this has been resolved. It is expected that these codes will be operationalized in 2018.			
Mammography, Diagnostic Follow-up, Unilateral	77065				
Mammography, Diagnostic Follow-up, Bilateral	77066				
Breast tomosynthesis, Bilateral (3D mammography)	77063	\$ 30.59	\$ 25.12	\$ 55.72	
Tomosynthesis, mammo	G0279	\$ 30.59	\$ 25.12	\$ 55.72	
Radiological examination, surgical specimen	76098	\$ 8.17	\$ 8.45	\$ 16.62	
Ultrasound, breast(s), complete examination of breasts including axilla, unilateral	76641	\$ 36.98	\$ 71.08	\$ 108.06	
Ultrasound, limited examination of breast including axilla, unilateral	76642	\$ 34.48	\$ 54.45	\$ 88.93	
Ultrasonic guidance for needle placement, imaging supervision and interpretation	76942	\$ 32.75	\$ 27.91	\$ 60.66	
Puncture aspiration of cyst of breast	19000			\$ 113.14	
Puncture aspiration of cyst of breast, each additional cyst, <i>used with 19000</i>	19001			\$ 27.23	
Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; stereotactic guidance; first lesion	19081			\$ 694.91	
Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; stereotactic guidance; each additional lesion	19082			\$ 573.55	
Codes 19081-19086 are to be used for breast biopsies including image guidance, placement of localization device and imaging of specimen. Not to be used in conjunction with 19281-19288.					
Breast biopsy, with placement of localization device and imaging of biopsy specimen; percutaneous; ultrasound guidance; first lesion	19083			\$ 674.08	
Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; ultrasound guidance; each additional lesion	19084			\$ 551.35	
Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; magnetic resonance guidance; first lesion	19085			\$ 1,024.18	
Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; magnetic resonance guidance; each additional lesion	19086			\$ 819.31	
Breast biopsy, percutaneous, needle core, not using imaging guidance	19100			\$ 150.74	
Breast biopsy, open, incisional	19101			\$ 341.46	

Excision of cyst, fibroadenoma or other benign or malignant tumor, aberrant breast tissue, duct lesion, nipple or areolar	19120			\$ 495.08	
Excision of breast lesion identified by preoperative placement of radiological marker; open; single lesion	19125			\$ 548.63	
Excision of breast lesion identified by preoperative placement of radiological marker, open: <i>each additional lesion separately identified by a preoperative radiological marker</i>	19126			\$ 163.86	
Placement of breast localization device, percutaneous; mammographic guidance, first lesion	19281			\$ 241.50	
Placement of breast localization device, percutaneous; mammographic guidance; each additional lesion	19282			\$ 167.46	
Placement of breast localization device, percutaneous; stereotactic guidance; first lesion	19283			\$ 272.50	
Placement of breast localization device, percutaneous; stereotactic guidance; each additional lesion	19284			\$ 204.83	
Placement of breast localization device, percutaneous; ultrasound guidance; first lesion	19285			\$ 519.18	
Placement of breast localization device, percutaneous; ultrasound guidance; each additional lesion	19286			\$ 452.60	
Placement of breast localization device, percutaneous; magnetic resonance guidance; first lesion	19287			\$ 868.89	
Placement of breast localization device, percutaneous; magnetic resonance guidance; each additional lesion	19288			\$ 699.01	
Codes 19281-19288 are for image guidance placement of localization device with image-guided biopsy. These codes should not be used in conjunction with 19081-19086.					
Fine needle aspiration without imaging guidance	10021			\$ 122.64	
Fine needle aspiration with imaging guidance	10022			\$ 141.58	
Cytopathology, evaluation of fine needle aspirate; immediate cytohistologic study to determine adequacy of specimen(s)	88172	\$ 37.76	\$ 19.77	\$ 57.53	
Cytopathology, evaluation of fine needle aspirate; <i>interpretation and report</i>	88173	\$ 73.81	\$ 80.23	\$ 154.04	
Surgical pathology, gross and microscopic examination	88305	\$ 39.56	\$ 29.32	\$ 68.89	
Surgical pathology, gross and microscopic examination; requiring microscopic evaluation of surgical margins	88307	\$ 87.31	\$ 179.32	\$ 266.62	
Screening Mammogram, Digital, Bilateral	G0202	\$ 37.35	\$ 99.03	\$ 136.39	
Diagnostic Mammogram, Digital, Bilateral	G0204	\$ 49.06	\$ 119.91	\$ 168.97	
Diagnostic Mammogram, Digital, Unilateral	G0206	\$ 39.45	\$ 93.73	\$ 133.18	
Anesthesia for procedures on the integumentary system, anterior trunk, not otherwise specified. Medicare Base Units = 3 (Each additional base unit = \$21.80)	400			\$ 65.40	

Mammary ductogram or galactogram, single duct	77053	\$ 18.49	\$ 40.29	\$ 58.78	
Magnetic Resonance Imaging, breast, with and/or without contrast, unilateral	77058	\$ 82.85	\$ 420.60	\$ 503.45	
Magnetic Resonance Imaging, breast, with and/or without contrast, bilateral	77059	\$ 82.85	\$ 420.60	\$ 503.45	
(Various) Pre-operative testing; CBC, urinalysis, pregnancy test, etc. These procedures should be medically necessary for the planned surgical procedure					

PROCEDURES SPECIFICALLY NOT ALLOWED	
(Any) Treatment of breast cancer, cervical intraepithelial neoplasia cervical cancer	
(Any) Computer Aided Detection (CAD) in breast cancer screening or diagnostics	
77061, Breast tomosynthesis, unilateral	
77062, Breast tomosynthesis, bilateral	
87623, Human Papillomavirus, low-risk	

Cervical Screening & Diagnostic	CPT Code	Professional Component (-26)	Technical Component (-TC)	Non-Facility	Proposed Services (check all that you can provide)
Cytopathology (conventional Pap test), slides cervical or vaginal reported in Bethesda System, manual screening under physician supervision	88164			\$ 14.49	
Cytopathology (conventional Pap test), slides cervical or vaginal reported in Bethesda System, manual screening and rescreening under physician supervision	88165			\$ 14.49	
Cytopathology (conventional Pap test), cervical or vaginal, any reporting system, <i>requiring interpretation by physician</i>	88141			\$ 32.67	
Cytopathology (liquid-based Pap test) cervical or vaginal, collected in preservative fluid, automated thin layer preparation; manual screening under physician supervision	88142			\$ 27.79	
Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; manual screening and rescreening under physician supervision	88143			\$ 27.79	
Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; screening by automated system, under physician supervision	88174			\$ 29.31	
Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; screening by automated system and manual rescreening, under physician	88175			\$ 36.34	
Hybrid Capture II from Digene - HPV Test (High Risk Typing, only)	87624			\$ 48.14	
Human Papillomavirus, types 16 and 18 only	87625			\$ 48.14	
Colposcopy of the cervix	57452			\$ 109.52	
Colposcopy of the cervix, with biopsy and endocervical curettage	57454			\$ 153.44	

Colposcopy of the cervix, with biopsy	57455			\$	143.15		
Colposcopy of the cervix, with endocervical curettage	57456			\$	135.03		
Endoscopy with loop electrode biopsy(s) of the cervix	57460			\$	282.93		
Endoscopy with loop electrode conization of the cervix	57461			\$	320.32		
Biopsy, single or multiple, or local excision of lesion, with or without fulguration (separate procedure)	57500			\$	128.00		
Endocervical curettage (not done as part of a dilation and curettage)	57505			\$	102.47		
Conization of cervix, with or without fulguration, with or without dilation and curettage, with or without repair; cold knife or laser	57520			\$	308.90		
Loop electrode excision procedure <i>LEEP</i>	57522			\$	264.34		
Endometrial sampling (biopsy) with or without endocervical sampling (biopsy), without cervical dilation, any method (separate procedure)	58100			\$	109.58		
Endometrial sampling (biopsy) performed in conjunction with colposcopy (List separately in addition to code for primary procedure)	58110			\$	48.09		
Surgical pathology, gross and microscopic examination	88305	\$	39.56	\$	29.32	\$	68.89
Pathology consultation during surgery, first tissue block, with frozen section(s), single specimen	88331	\$	65.57	\$	32.15	\$	97.72
Pathology consultation during surgery, first tissue block, with frozen section(s), each additional specimen	88332	\$	32.45	\$	20.48	\$	52.93
Immunohistochemistry or immunocytochemistry, per specimen; initial single antibody stain procedure	88342	\$	37.06	\$	70.02	\$	107.08
Immunohistochemistry or immunocytochemistry, per specimen; each additional single antibody stain procedure (List separately in addition to code for primary procedure)	88341	\$	29.61	\$	61.57	\$	91.18
Supplies and materials (except spectacles), provided by the physician over and above those usually included in the office visit or other services rendered (list drugs, trays, supplies, or materials provided)	99070						
Pre-operative testing: CBC, urinalysis, pregnancy test, etc. These procedures should be medically necessary	Various						

ASC Rates with Relevant CPT Codes	CPT Code	Facility Price (for Provider)	Facility Fee	Proposed Services (check all that you can)
Drainage of breast lesion	19000	\$ 44.50	\$ 113.14	
Breast bx; percutaneous; stereotactic, 1st lesion	19081	\$ 172.97	\$ 694.91	
Breast bx; percutaneous; u/s guidance 1st lesion	19083	\$ 162.75	\$ 674.08	
Breast bx; percutaneous; u/s guidance; each add'l lesion	19084	\$ 81.07	\$ 551.35	
Breast bx, percutaneous; MRI guidance; 1st lesion	19085	\$ 190.13	\$ 1,024.18	
Bx breast percut w/o image	19100	\$ 70.77	\$ 150.74	
Biopsy of breast, open	19101	\$ 223.27	\$ 341.46	
Removal of breast lesion	19120	\$ 416.88	\$ 495.08	
Excision, breast lesion	19125	\$ 462.64	\$ 548.63	

Transportation Services (AHCCCS Rates, through 10/01/16)	HCPS Code	Amount	Proposed Services (check all that you can provide)
Non-emerg. transportation, per mile, volunteer	A0080	\$ 0.44	
Non-emerg. transportation, per mile, case worker	A0160	\$ 0.44	
Taxicab, base rate, per client	A0100	\$ 1.04	
Taxicab, rate/ per mile, urban	S0215	\$ 1.28	
Taxicab, rural base rate, per client	A0100	\$ 1.04	
Taxicab, rate/ per mile, rural	S0215	\$ 1.53	
Ambulatory Van, urban base rate per client	A0120	\$ 6.64	
Ambulatory Van, urban rate/ per mile	S0215	\$ 1.28	
Ambulatory Van, rural base rate per client	A0120	\$ 7.27	
Ambulatory Van, rural rate/ per mile	S0215	\$ 1.53	
Wheelchair Van, urban base rate per client	A0130	\$ 11.15	
Wheelchair Van, urban rate/ per mile	S0209	\$ 1.54	
Wheelchair Van, rural base rate per client	A0130	\$ 9.30	
Wheelchair Van, rural rate/ per mile	S0209	\$ 1.66	

Care Coordination Services	Proposed Services (check all that you can provide)
The fixed amount to be offered for Care Coordination Services is still being determined by the Pima County Health Department. It is not included in Schedule A. Please indicate if you are interested in providing these services.	

Exhibit D Sample Contract

Note: Items highlighted in yellow will vary according to vendor.

<p>Pima County Department of [xxxxxxx] Project: [name] Contractor: [awardee legal name & address] Amount: \$[xxxxxx.00] Funding: [From Finance list of defined sources]</p>	<p>(STAMP HERE)</p>
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1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona (“County”), and [Legal Name as documented by the ACC or individual's name for sole proprietorship] (“Contractor”).
- 1.2. Authority. County selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.7, General Provision I.7, for contracts with “any wiling, qualified provider”.

2. Term.

- 2.1. Original Term. This Contract is effective for a one-year period commencing on July 1, 2017 (the “Initial Term”). “Term,” when used in this Contract, means the Initial Term plus any exercised Extension Options.
- 2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an “Extension Option”). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. Contractor will provide County with the products and/or services (“Goods and Services”) described in **Exhibit A** (7 pages), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. The Goods and Services must comply with all requirements and specifications in the Solicitation.

4. Key Personnel. Contractor will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following staff:

[List staff]

5. **Compensation and Payment.**

- 5.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit B** (4 pages). Those rates will remain in effect until NBCCEDP issues a new "Schedule A" with revised rates.
- 5.2. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$_____ [per year] (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any goods or services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
- 5.3. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay on goods supplied to the County under this Contract. Contractor will show sales taxes as a separate line item on invoices.
- 5.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
- 5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
- 5.6. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 21 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

If Professional Services Contract is less than \$20,000.00, different insurance language will be used.

6. **Insurance.**

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

6.1. Insurance Coverages and Limits:

- 6.1.1. Commercial General Liability (CGL): Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.
 - 6.1.2. Business Automobile Liability: Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.
 - 6.1.3. Workers' Compensation (WC) and Employers' Liability: Workers' Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. [Note: The Workers' Compensation requirement does not apply if Contractor is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.]
 - 6.1.4. Professional Liability Errors and Omission (E&O) Insurance: Professional Liability to include professional misconduct and negligent acts of anyone performing professional services under this Contract with policy limits not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. A Claims-Made policy is acceptable.
- 6.2. Additional Coverage Requirements:
- 6.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
 - 6.2.2. Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.
 - 6.2.3. Additional Insured: The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.
 - 6.2.4. Waiver of Subrogation: Commercial General Liability and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Contractor.
 - 6.2.5. Primary Insurance: The Required Insurance policies, with respect to any claims related to this Contract, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR).

6.2.6. Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. Verification of Coverage:

6.3.1. Certificates: Insurer or Broker of Contractor must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:

- The Pima County tracking number for this Contract, which is shown on the first page of the Contract, and a project description, in the body of the Certificate,
- A notation of policy deductibles or SIRs relating to the specific policy, and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents.

6.3.2. Timing of Coverage: Each Required Insurance policy and appropriate endorsements must be in effect not less than 15 days prior to commencement of work under this Contract.

6.3.3. Renewal Certificate: A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date, along with actual copies of the additional-insured and waiver-of-subrogation endorsements.

6.3.4. Policies: County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.

6.3.5. Cancellation Notice: Contractor must notify the County in advance, in writing, if a Required Insurance policy will expire, be cancelled, be suspended, or be materially changed. The notice must be provided to the County by the earlier of (a) 30 days before the change will take effect, and (b) 2 business days after Contractor receives notice of the change from its insurer. For cancellation for non-payment, Insurer must provide County with written notice ten (10) days prior to cancellation of policy.

6.4. Approval and Modifications: The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to receive a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. **Indemnification**. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of

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

8. Laws and Regulations.

- 8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

- 9. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
- 10. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 11. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
- 12. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

13. **Americans with Disabilities Act.** Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
14. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's full and complete performance under this Contract, or to take any action based on the other party's failure to fully and completely perform, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
16. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
17. **Termination by County.**
 - 17.1. Without Cause. County may terminate this Contract at any time, with or without cause, by serving a written notice upon Contractor at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
 - 17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
 - 17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
18. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

<p>County:</p> <p>[Department Director Name/Address]</p>	<p>Contractor:</p> <p>[Name, legal address, fax/phone of Contractor Officer submitting bid]</p>
--	---
19. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

20. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
21. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
22. **Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
23. **Public Records.**
- 23.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 23.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.
24. **Legal Arizona Workers Act Compliance.**
- 24.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 24.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 24.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a

subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

24.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

“Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

25. **Grant Compliance.** At no additional cost to County, Contractor agrees to comply with all requirements included in the County's grant from the Arizona Department of Health Services for Well Woman Healthcheck Program, of which the terms and conditions of the grant are expressly made a part of this Contract as if set forth in full.
26. **Israel Boycott Certification.** Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.
27. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.
28. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

PIMA COUNTY

Procurement Director

Date

APPROVED AS TO FORM

Deputy County Attorney

Print DCA Name

Date

APPROVED AS TO CONTENT

Department Representative

Date

CONTRACTOR

Authorized Officer Signature

Printed Name and Title

Date

ATTACHMENT A

SCOPE OF WORK

Part I: Breast and Cervical Cancer Screening & Diagnostic Services

1. Activity: Provide high-quality breast and cervical cancer screening services under the Well Woman Healthcheck Program Grant (Program) to eligible women in the community:

a. Service Delivery Methodology:

(1) The CONTRACTOR shall designate a site coordinator or liaison, who shall communicate accessible clinic sites, service schedules, and the identity of available health care providers for breast and cervical cancer screening services. The designated person or representative must attend steering committee meetings as scheduled by COUNTY.

(2) The CONTRACTOR shall recruit and enroll eligible women needing Program services. The CONTRACTOR shall schedule initial, follow-up, and annual appointments for Program services. Women may self-declare eligibility for Program services. Eligible women will be accepted into the program according to the following general guidelines:

- (a) At least seventy-five percent (75%) of the women screened with federal dollars shall be 50 years of age or older.
- (b) A household income, computed according to the most recent Federal Poverty Guidelines (published in the Federal Register annually), that is between 101% and 250% and who are uninsured or under-insured. Under-insured women are those: 1) using Indian Health Services (IHS) as their only health care resource, 2) women with Medicare Part A only (Medicare Part B enrolled women have annual coverage for mammography) and 3) women who have insurance but are denied a screening mammogram because they did not meet their annual deductible. Usually, deductible charges are equal to or greater than \$100. An Explanation of Benefits (EOB) is required to verify that the woman has met her deductible and is eligible for the program. Under-insured women must also meet age and income eligibility to be enrolled in Well Woman Healthcheck Program (WWHP).
- (c) Procedures listed on Schedule A may not be inclusive of every procedure medically indicated as necessary for screening and diagnosis of breast cancer of women enrolled in the Well Woman Healthcheck Program. In the event such a medically necessary procedure is needed, the subcontractor will request prior authorization from the Pima County Health Department (PCHD). Each request will be presented by PCHD to the Arizona Department of Health Services (ADHS), and ADHS's final decision will be communicated back to the subcontractor by PCHD. Any procedures not listed on Schedule A completed without prior authorization from PCHD will not be reimbursed.
- (d) Women must be residents of Arizona for at least 1 day with the intention of establishing permanent residence in Arizona.
- (f) AHCCCS enrolled women shall be referred to appropriate providers within their health plans.

(g) The CONTRACTOR shall refer women who may be AHCCCS eligible to the nearest AHCCCS enrollment office.

(3) The CONTRACTOR shall document and maintain patient eligibility information using Arizona Department of Health Services (ADHS) forms or approved CONTRACTOR forms which include age, income and other items characteristically present in a patient record. If patient records are maintained in a place other than the screening site, the CONTRACTOR shall provide the screening site with this information prior to the patient's scheduled appointment.

(a) No more than twenty-five percent (25%) of women receiving mammography services paid for from federal dollars shall be less than 50 years of age.

(4) The CONTRACTOR shall provide annual breast cancer screening that includes performing a clinical breast examination and self breast exam instructions with a return demonstration by the woman. Screening mammography for asymptomatic and symptomatic women shall be provided as follows:

- a) Annually for women aged 50 to 64.
- b) Women aged 65 and over with Medicare Part A insurance only.
- c) Women 40-49 years of age may be provided with mammography services, but should not exceed 25% of the total federally funded mammography services provided by WWHP and its contractors. Women with an intact cervix or history of cervical neoplasia are eligible to receive Pap test screening in accordance with the WWHP cervical screening policy. Annual clinical breast examination and pelvic examination are included in the office visit reimbursement. Women in this age category may be enrolled to receive a Pap test, clinical breast examination, and pelvic examination services only.
- d) Women less than 40 years of age may only be enrolled if they exhibit clinically confirmed symptoms of breast or cervical cancer (HGSIL Pap test). Once the client's abnormality has been resolved and the recommendation is to return to routine screening intervals, the client should be dis-enrolled from the WWHP and referred to the local Title V or Title X program. If the client does not qualify for the local Title V or Title X program, then the client is eligible to receive Pap test screening in accordance with the WWHP cervical screening policy. Annual clinical breast exam and pelvic exam are included in the office visit reimbursement.
- e) Services shall be delivered according to "Breast & Cervical Clinical Guidelines" established by the ADHS WCCP Clinical Advisory Board and available from COUNTY.

(5) Based on the findings of the breast cancer screening, the CONTRACTOR shall provide appropriate clinical follow-up according to "Breast and Cervical Clinical Guidelines".

(6) The CONTRACTOR shall provide annual cervical cancer screening for all enrolled women, that includes a complete visual and bimanual pelvic examination and a Pap test. After three or more consecutive satisfactory normal annual exams, the cervical cancer Screening is reduced to screening every third year. Follow-up shall be provided as indicated by the findings of the Pap test and in accordance with the "Breast & Cervical Clinical Guidelines" established by the ADHS WCCP Clinical Advisory Board.

(7) The CONTRACTOR shall inform the patient and her provider of the results of the screening examination. The CONTRACTOR shall make available appropriate follow-up for women enrolled in the Program to assure that women with suspicious or abnormal results receive needed screening, diagnosis, and treatment. The CONTRACTOR shall conduct clinical follow-up for abnormal findings pursuant to the "Breast & Cervical Clinical Guidelines" approved by the Clinical Advisory Board for the ADHS WCCP.

(8) The CONTRACTOR shall implement a Client Satisfaction Survey to assess patient satisfaction with service delivery. The CONTRACTOR shall participate in the Peer Review Process in coordination with COUNTY and ADHS to evaluate clinical services.

(9) The CONTRACTOR shall participate in special breast and cervical cancer screening initiatives as determined necessary by COUNTY and as funds are available.

b. Evaluation Methodology:

The CONTRACTOR shall report on progress in performing these services under Activity 1 at the Steering Committee Meetings. The CONTRACTOR shall develop and maintain a current list of clinic sites and hours and provide copies to COUNTY program coordinator within thirty (30) days of execution of the contract. All MDE's **must** be submitted to COUNTY within 45 days of initial screening. Payment for late submissions will be withheld at COUNTY'S discretion.

COUNTY and /or ADHS will perform annual clinic audits to confirm compliance with this Agreement.

The CONTRACTOR shall file an annual summary report, analyzing patient satisfaction and implement all reasonable and necessary changes to the service delivery process based on client feedback.

2. Activity: The CONTRACTOR will provide timely and appropriate follow-up for breast and cervical cancer screening services:

a. Service Delivery Methodology:

(1) CONTRACTOR shall provided eligible women an annual screening mammography, annual clinical breast examination (CBE) and pelvic exam with Pap smear as necessary. CONTRACTOR shall provide additional diagnostics as outlined in **Schedule A**, attached. These screening and diagnostic services are paid for at a fee for service rate to providers for each woman screened per **Schedule A. Program women are not to be charged for covered services.** Upon termination of this Agreement, CONTRACTOR is solely responsible to provide follow-up care for women with abnormalities screened by CONTRACTOR during the contract year. Reimbursement may be available for diagnostic procedures.

(2) Ensure that women are charged reasonable sliding scale rates for uncovered Services. According to 42 U.S.C. §300, women below 100% of the Federal Poverty Level shall not be charged for such services.

(3) Provide case management (client care plan and referral services) for women with abnormal screening results and cancer diagnoses. The site coordinator is to monitor timely and appropriate follow-up for screening and diagnostic services.

- Screening to diagnosis is to take less than 60 days.
- Diagnosis to treatment is to take less than 60 days.

(4) Develop a client notification system for results, follow-up appointments and annual re-screening.

(5) Only certain women screened through the WWHP are eligible for treatment, which will be provided through

AHCCCS. Each eligible woman who has been clinically diagnosed with breast or cervical cancer or pre-cancerous cervical lesions will fill out an AHCCCS eligibility form. The contractor is responsible for facilitating the completion of the form with COUNTY and forwarding the application to AHCCCS and/or County for verification and approval. Women not eligible for treatment services under the Breast and Cervical Cancer Prevention and Treatment Act of 2000 must access treatment within sixty (60) days from the date of diagnosis.

b. Evaluation Methodology:

The CONTRACTOR shall report on its progress in performing Activity 2 at Steering Committee meetings.

3. Activity: Collect and report Program data in accordance with ADHS WWHP guidelines and participate in Program evaluation.

a. Service Delivery Methodology:

(1) The CONTRACTOR shall provide to COUNTY monthly reports on all Program women for the Minimum Data Elements (MDE's) within 45 days of screening as required by the Centers for Disease Control and Prevention (CDC) and in a format prescribed by ADHS. The CONTRACTOR shall maintain confidentiality of all patient information. The CONTRACTOR shall participate in special studies and data collection for program evaluation as requested by COUNTY or ADHS. The CONTRACTOR shall provide accurately completed program forms (MDE's) to COUNTY within 45 days of screening.

(2) The CONTRACTOR shall closely track the application of funds and shall maintain an internal accounting system that indicates the real-time totals of payments and the balance of unexpended funds. The CONTRACTOR shall not exceed budgeted amounts and agrees to notify COUNTY well in advance of any depletion of budgeted funds.

(3) All invoices **must** be submitted to COUNTY within **45 days of service delivery**. COUNTY reserves its sole right to withhold payment for invoices received after 45 days from the date of service delivery.

(4) Rates of performance, expressed in this agreement as the number of MDE's (women to be screened), are obligatory. In signing this agreement, the CONTRACTOR agrees to achieve the stated number and recognizes that failure to do so will result in a decrease of funding.

b. Evaluation Methodology:

The CONTRACTOR shall report on its progress in performing Activity 3 at the Steering Committee Meetings. The CONTRACTOR shall provide COUNTY with all Program data requested within the aforementioned time lines.

4. Activity: Attend continuing education and training efforts for Program service providers.

a. Service Delivery Methodology:

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

Program, and opportunities for training and continuing education.

b. Evaluation Methodology:

The CONTRACTOR shall report its progress in performing Activity 4 at Steering Committee meetings as scheduled by COUNTY. The CONTRACTOR shall maintain attendance rosters and provide an opportunity for participants to evaluate training efforts in writing. The CONTRACTOR shall review regularly offered patient satisfaction surveys and link findings with continuing education needs. The CONTRACTOR shall prepare and provide specific reports to COUNTY as needed to coordinate continuing education. On-site monitoring and annual visits will be utilized to further monitor progress in this area.

Part II: Breast Cancer Screening & Diagnostic Services

1. Activity: Provide high-quality breast cancer screening services to Program eligible women in the community:

a. Service Delivery Methodology:

(1) The CONTRACTOR shall designate a site coordinator or liaison, accessible clinic sites, service schedules, and health care providers for breast cancer screening services. The designated person or representative must attend steering committee meetings as scheduled by COUNTY.

(2) The CONTRACTOR shall provide appropriate breast cancer screening and diagnostic services to Well Woman Healthcheck eligible women needing such services. The CONTRACTOR shall schedule initial, follow-up, and annual appointments for Program services. **Well Woman Healthcheck women are not to be charged for covered services** and the following general guidelines apply:

- (a) Ensure that women are charged reasonable sliding rates for uncovered services. According to 42 U.S.C. §300, women below 100% of the Federal Poverty Level shall not be charged for such services.
- (b) AHCCCS enrolled women shall be referred to appropriate providers within their health plans.
- (c) COUNTY shall be the payer of last resort.
- (d) CONTRACTOR shall refer women who may be AHCCCS eligible to the nearest AHCCCS enrollment office.
- (e) Procedures listed on Schedule A may not be inclusive of every procedure medically indicated as necessary for screening and diagnosis of breast cancer of women enrolled in the Well Woman Healthcheck Program. In the event such a medically necessary procedure is needed, the subcontractor will request prior authorization from the Pima County Health Department (PCHD). Each request will be presented by PCHD to the Arizona Department of Health Services (ADHS), and ADHS's final decision will be communicated back to the subcontractor by PCHD. Any procedures not listed on Schedule A completed without prior authorization from PCHD will not be reimbursed.

(3) The CONTRACTOR shall inform the patient and her provider of the results of the screening/diagnostic procedures. The CONTRACTOR shall make available appropriate follow-up for women enrolled in the Program to assure that women with suspicious or abnormal results receive needed diagnosis and treatment.

(4) The CONTRACTOR shall implement a Client Satisfaction Survey as requested by COUNTY to assess patient satisfaction with service delivery. The CONTRACTOR shall participate in the Peer Review Process in coordination with COUNTY and ADHS to evaluate clinical services.

(5) The CONTRACTOR shall participate in special breast cancer screening initiatives as determined necessary by COUNTY and as funds are available.

b. Evaluation Methodology:

(1) The CONTRACTOR shall report on progress in performing these activities upon request. The CONTRACTOR shall develop and maintain a current list of clinic sites and hours and provide copies to COUNTY

program coordinator within thirty (30) days of execution of the contract. Data shall be transmitted to COUNTY monthly in a format specified by COUNTY.

(2) COUNTY and /or ADHS will perform annual clinic audits to confirm compliance with this Agreement.

c. Reimbursement of Allowable Expenses

(1) The CONTRACTOR shall closely track the application of funds and shall maintain an internal accounting system that indicates the real-time totals of payments and the balance of unexpended funds. The CONTRACTOR shall not exceed budgeted amounts and agrees to notify COUNTY well in advance of any depletion of budgeted funds.

(2) All Invoices **must** be submitted to COUNTY within **45 days of service delivery**. Payment for late submissions will be withheld at COUNTY'S discretion.

Part III: Care Coordination Services

1. Activity: Care Coordination

This program is client centered individualized service planning and assistance in securing access to services to help individuals dealing with abnormal breasts or cervical issues.

- Work with insured women with abnormal screening results on mammograms and pap tests screened at a medical clinic located within a behavioral health facility/organization
- Work with noninsured women not eligible for WWHC needing further cervical follow-up that were screened in Pima County Health Department Clinics (See attached plan for colposcopy)
- Provide ongoing case management services
- Work with other agencies to provide referrals for those in need of other support services

Eligible Persons

The Care Coordination program provides support to women who have abnormal breast and/or cervical results requiring clinical follow up and support services.

Standards

- Linkages to other health support services.
- Cultural competency in service delivery.
- Continuous improvement of the Care Coordination Program by monitoring utilization and outcomes on an individual basis.
- Promotion of implementation of evidence based best practices.
- Respect for the privacy of individuals.

Care Coordinators

Each person who enrolls in the program will work with a Care Coordinator. Care Coordinators will provide the following services:

- Identify potential participants.
- Provide education and assess barriers to care (i.e. transportation, insurance, HH support, etc.)
- Assess insurance status.
- Discuss barriers to obtaining recommended follow-up care
- Assist patient in making the initial appointment.
- Track the patients progress:
 - Attends first appointment
 - Completes recommended care plan
- Follow up with the patient at 3 months, 6 months and 12 months

Care Coordination Forms

WWHC Care Coordinators use the following forms:

- Well Woman Healthcheck Program (WWHC) Demographic form
- Well Woman Healthcheck Program (WWHC) Consent to Share and Release Medical Information
- Well Woman Healthcheck Program (WWHC) Client's Consent to Participate in the Program

EXHIBIT E

UNIFORM TERMS AND CONDITIONS SOLICITATION NO. ADHS14-00003240

1. Definition of Terms.

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 *"Attachment"* means any item the Solicitation requires the Bidder to submit as part of the Offer.
- 1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Bidders, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or 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 *"Days"* means calendar days unless otherwise specified.
- 1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 *"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.
- 1.8 *"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.
- 1.9 *"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.
- 1.10 *"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.
- 1.11 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 *"State"* means the State of Arizona and ADHS or Agency of the State that executes the Contract.
- 1.13 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,

2. Contract Interpretation

- 2.1 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.
- 2.2 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.
- 2.3 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:
 - 2.3.1 Special Terms and Conditions;

**UNIFORM TERMS AND CONDITIONS
SOLICITATION NO. ADHS14-00003240**

- 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments;
 - 2.3.6 Exhibits;
 - 2.3.7 Documents referenced or included in the Solicitation.
- 2.4 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.
- 2.5 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.
- 2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation.

- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit. Pursuant to ARS § 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.
- 3.4 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. 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 noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 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 cover sheet, unless otherwise stated in the Contract. 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

UNIFORM TERMS AND CONDITIONS
SOLICITATION NO. ADHS14-00003240

to the Contract shall not be necessary.

- 3.6 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.
- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract 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.
- 3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, ADHS, division, board or commission of the State of Arizona requesting the issuance of the Contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, ADHS, division, board or commission of the State of Arizona requesting the issuance of this Contract.
- 3.9 Federal Immigration and Nationality Act. The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the contractor.
- 3.10 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.
- 3.11 Offshore Performance of Work 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 secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or ‘overhead’ services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes.

UNIFORM TERMS AND CONDITIONS
SOLICITATION NO. ADHS14-00003240

- 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2 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 collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3 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.
- 4.3.4 IRS W-9 Form. In order to receive payment the Contractor shall have a current IRS W-9 Form on file with the State of Arizona, unless not required by law.
- 4.4 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.
- 4.5 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 goods or services are not funded, the State may take any of the following actions:
 - 4.5.1 Accept a decrease in price Offered by the Contractor;
 - 4.5.2 Cancel the Contract;
 - 4.5.3 Cancel the Contract and re-solicit the requirements.

5. Contract Changes

- 5.1 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 work or materials, the revision of payment terms, or the substitution of work 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.
- 5.2 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. 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.
- 5.3 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.

6. Risk and Liability

UNIFORM TERMS AND CONDITIONS
SOLICITATION NO. ADHS14-00003240

- 6.1 Risk of Loss. The Contractor shall bear all loss of conforming material 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.
- 6.2 Indemnification
- 6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this Contract agree that the State of Arizona, its' Departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this Contract is responsible for its' own negligence.
- 6.2.2 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."
- 6.3 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 section shall not apply.
- 6.4 Force Majeure
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2 Force Majeure shall not include the following occurrences:
- 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2 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
- 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a

UNIFORM TERMS AND CONDITIONS
SOLICITATION NO. ADHS14-00003240

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.

6.4.4 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.

6.5 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.

7. Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

7.6 Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1 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.

7.6.2 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.

8. State's Contractual Remedies

8.1 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

UNIFORM TERMS AND CONDITIONS
SOLICITATION NO. ADHS14-00003240

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.

8.2 Stop Work Order.

8.2.1 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.

8.2.2 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.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 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.

8.5 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.

9. Contract Termination

9.1 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.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was Offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement 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 times the value of the Gratuity Offered by the Contractor.

9.3 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.

**UNIFORM TERMS AND CONDITIONS
SOLICITATION NO. ADHS14-00003240**

- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests 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 accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 Termination for Default.
- 9.5.1 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.
- 9.5.2 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.
- 9.5.3 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.
- 9.6 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 termination notice.

10. 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.

11. 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.

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.