



**Pima County Health Department
Request for Proposals (RFP)**

Title: Reproductive Health Care Clinicians & OB/GYN Medical Consultant

Program Year: 2020-2021

RFP Solicitation No: PCHD-2020-01

Release date: January 28, 2020

Pre-Proposal Conference: February 14, 2020, 10:00-11:30 am, Abrams Health Center, 3950 S. Country Club Rd., Tucson, AZ, Rooms 1106/1108 (first floor)

Due Date: March 2, 2020, by 4:00 pm

No late submissions, modifications, or revisions will be accepted. Submit application by 4:00 pm, March 2, 2020. Submit application by email to Sharon.Grant@pima.gov or in person in a sealed envelope marked with Solicitation number, title, and respondent's name clearly marked on the outside to Pima County Health Department at:

Hand deliver to:
Abrams Health Center
3950 S. Country Club Rd, #2390
Tucson, AZ 85714
Attn: Sharon Grant
Please ask security to call 724-7842

Or

E-mail to Sharon.Grant@pima.gov

QUESTIONS: May be directed to Sharon Grant at Sharon.Grant@pima.gov. **County will not accept verbal requests for clarifications or interpretations.** All submittals must reference the Solicitation Number and Title. County may not answer any Questions that Offerors submit within 8 days of the solicitation due date and time.

SOLICITATION: Pima County is soliciting proposals from Offerors qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

Pima County Health_Department (PCHD), Clinical Services Division, is requesting proposals from any private for-profit business entity, private non-profit organization, public entity, or individual who may submit their applications under this RFP. Contract period is anticipated to be April 1, 2020 to March 31, 2021. County reserves the right to extend contract(s) for up to four (4) one-year periods. County expects to award Unit Cost contract for no more than \$250,000.00.

GENERAL DESCRIPTION: This is an invitation to submit a proposal to provide the following services for Pima County Health Department's Clinical Services Division: Provide medical and consultant services for family planning, breast and cervical cancer screening, and HIV/STI programs and assist these patients to enroll in a primary care network.

You may download a full copy of this solicitation from the "Solicitations" tab at https://webcms.pima.gov/government/health_department. Offerors are required to check this website for amendment(s) prior to the closing date and time of the solicitation to assure that the proposal incorporates all amendment(s).

Proposals shall be submitted as defined in the Instructions to Offerors, in accordance with the Standard Terms and Conditions provided in the Sample Contract (**Attachment 4**), and all solicitation documents either referenced or included herein. Failure to do so may be cause for rejection as *non-responsive*.

Offerors may not withdraw proposals for sixty (60) days after opening except as allowed by Pima County Procurement Code.

County will hold a Pre-Proposal Conference for the purpose of clarifying requirements and answering prospective Offeror questions. It is the responsibility of Prospective Offerors to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged. Participation is also available via conference call. Offerors that wish to receive this accommodation must contact Sharon Grant at least two business days before the Pre-Proposal Conference is held. Though not required, RSVPs to Sharon Grant will be appreciated.

OFFERORS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ENSURE THAT THEY ARE WILLING AND ABLE TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR PROPOSAL.

Publish: The Territorial: January 28, 29, 30 and 31, 2020

INSTRUCTIONS TO OFFERORS

1. **BACKGROUND**

The Pima County Health Department's Clinical Services Division provides high quality, culturally competent reproductive health and family planning services to individuals within Pima County. The programs within the Division provide birth control education, counseling and methods, reproductive health exams, breast and cervical cancer screening, testing and treatment for sexually transmitted infections (STI) and community outreach and education. These services are offered at various sites throughout Pima County.

This RFP is intended to establish an "As Required" indefinite delivery/indefinite quantity contract to provide Pima County ("County") with services to be provided to County residents. County shall issue payments pursuant to a resulting executed and effective contract. This agreement is non-exclusive and may be terminated for any reason without penalty or cost to Pima County.

The County reserves the right to make multiple awards to accommodate County requirements.

2. **SCOPE OF WORK**

Providers working with the Pima County Health Department Clinical Services Division will work with targeted populations, providing family planning, STI/HIV screening and treatment, women's health care, on-going consultant support and education, and enrollment in a primary care network.

2.1 ACTIVITY 1: Provide high-quality reproductive health services at Pima County Health Department Clinics.

Service Delivery Methodology:

- 2.1.1 Provide Nurse Practitioners on an as needed basis to provide reproductive health services to patients. These services include but are not limited to, education on the effective usage of contraceptive devices and practices (including physician's consultation, examination, prescription, and continuing supervision, laboratory examination and contraceptive supplies), reproductive health exams, breast and cervical cancer screening and testing and treatment for Sexually Transmitted Infections (STIs). The services are offered at the following locations:
 - PCHD North Clinic – 3550 N. 1st Ave Tucson, AZ 85719
 - Theresa Lee Clinic –1493 W. Commerce Court, Tucson, AZ 85746
- 2.1.2 Family Nurse Practitioner(s) providing clinic services shall be registered, licensed or board certified in Arizona in their respective field, as applicable.
- 2.1.3 The contractor shall make necessary referrals to other medical facilities when indicated and follow up on such referrals when medically indicated.
- 2.1.4 The number of hours per week/month required will vary depending on PCHD staffing and patient loads. It is estimated that no more than two Nurse Practitioners will be needed at any given time and the total hours per year will not exceed 1,720.

2.2 ACTIVITY 2: Medical Consultant for the Pima County Health Department's Family Planning Program.

These duties shall include but may not be limited to the following activities:

- 2.2.1 Write, review and/or update procedures, protocols, and standing orders in adherence to Title X requirements, the CDC's Morbidity and Mortality Weekly Report (MMWR) Providing Quality Family Planning Services guidelines (2017 and updates (see <https://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf>), Pima County Policies and Procedures, Pima County Health Department Operational Policies and Procedures and the American College of Obstetricians and Gynecologists (ACOG) guidelines.
- 2.2.2 Review operational activities, including chart reviews of Clinicians on a quarterly basis, providing feedback and corrective action recommendations as needed.
- 2.2.3 Act as the lead consultant for clinical staff regarding follow-up, case management, clinical guidelines and service delivery and methodology.
- 2.2.4 Assist in creating a Referral Network for patients who need additional care outside of the Pima County Health Department.
- 2.2.5 Participate in monthly PCHD Clinician Meetings, held from 9:00 to 11:30 on the first Thursday of the month.
- 2.2.6 Provide consultation as needed.
- 2.2.7 PCHD estimates that the average number of hours required per month would be no more than ten.

2.3 ACTIVITY 3: Provide a bridge to primary care by enrolling patients in Offeror's primary care system or a partnered primary care system.

Service Delivery Methodology:

- 2.3.1 For patients that do not have a primary care provider or medical home, facilitate their enrollment in Offeror's (or Offeror's partner's) primary care network, including assisting uninsured patients to obtain insurance.
- 2.3.2 An incentive will be paid for each patient enrolled in Offeror's (or Offeror's partner's) primary care network after completion of the first medical appointment after enrollment.

3. PAYMENT

3.1 Rate of Pay

County shall reimburse Contractor for services pursuant to this agreement in the agreed upon amounts:

- 3.1.1 An hourly amount when working clinic (Activity 1)

- 3.1.2 A monthly fee for the Medical Consultant to be on call and accomplish duties described in Activity 2 (it is anticipated that the number of hours required will vary by month but the payment will be constant).
- 3.1.3 A per patient incentive for enrolling patients in a primary care network, payable after the first medical appointment has been completed.

3.2 Invoice for Payment

Invoices are to be submitted on a monthly basis and are due on the 15th of the month for the previous month's services.

4. MINIMUM QUALIFICATIONS

- 4.1 Five (5) years' experience providing OB/GYN, family planning, HIV/STI screening/treatment and related services.
- 4.2 The proposed medical consultant must be a medical doctor (M.D.) or doctor of osteopathic medicine (D.O.), currently licensed under the provisions of the Arizona Revised Statutes, Title 32, Chapter 13 or 17 and Board certified in OB/GYN.
- 4.3 Offeror must be a Federally Qualified Health Center (FQHC) in Pima County or partner with a FQHC in Pima County for purposes of enrollment (Activity 3).
- 4.4 Offeror must not be listed as excluded, debarred or suspended on the federal government wide exclusions in the System for Award Management (SAM).

5. PROPOSAL DOCUMENTS

The submittal shall include all information requested in this solicitation. Offerors are cautioned and advised that proposals must be complete and accurate and must respond to all areas of the RFP and must comply with the Pima County Standard Terms and Conditions as in the Sample Contract (**Attachment 4**).

Offerors must complete and submit their proposals utilizing the forms provided by this solicitation without modification. Offerors must provide requested information, supporting documents and data in the precise manner that County requests. Failure to comply may cause County to improperly evaluate the proposal or to reject the Offeror's proposal as **Non-Responsive and/or Non-Responsible**. **Submit and attach ONLY what is requested, using the forms in Attachments 1, 2 and 3.**

Please prepare and submit your proposal as requested below:

- 5.1 Please use the Word forms for Attachments 1, 2 and 3 posted to the PCHD solicitations website.
- 5.2 Proposal shall be set up as follows:
 - 5.2.1 Proposal Certification Form, **Attachment 1**. Use as the cover sheet of your proposal. Complete and provide the requested information, including signature by an authorized representative.
 - 5.2.2 Minimum Requirements, **Attachment 2**. Offeror must certify that they possess the qualifications specified in this form and provide the information and/or supporting

documentation stipulated by these Minimum Qualifications to substantiate meeting the qualifications and for the County to determine *responsibility*.

5.2.3 Offeror Response, **Attachment 3**. Please respond to each question thoroughly in the order in which it appears in Attachment 3.

5.3 If delivering the proposal in person, please submit one (1) original, four (4) copies and an electronic copy of your proposal. If submitting the proposal by email, an electronic copy of the proposal and all attachments is sufficient.

6. PROPOSAL SUBMISSION REQUIREMENTS

6.1 **Timely Receipt by the County:** Proposals must be received and time stamped at the location/e-mail address on or before the time and date as defined by the RFP. Proposals and modifications received after the Due Date and Time will not be accepted and will be returned unopened. Deadlines will be enforced fully, and failure to comply with any requirements of this RFP may result in the Offeror being deemed as non-responsive.

6.1.1 If delivering the proposal in person:

6.1.1.1 Submit in a sealed envelope, marked or labeled with the respondent firm name, solicitation number, title, solicitation due date and time, to the location and not later than the time/date specified by the RFP.

6.1.1.2 Ensure that the Pima County security desk stamps your proposal with the date and time received upon delivery.

6.1.2 If delivering the proposal via email:

6.1.2.1 It is recommended that you submit the proposal one hour earlier than the time specified by the RFP to allow time to confirm receipt of the proposal before the cut off time.

6.1.2.2 Should you fail to receive an email acknowledging receipt of the proposal, please call Sharon Grant at 724-7842 or Don Gates at 724-7843 to make arrangements for proposal delivery in the unusual event that the e-mail system is down.

6.2 **Proof of Insurance:** Insurance certificate documents will be required from the winning Offeror within two (2) business days after the Notice of Recommendation for Award is posted on the Health website.

6.3 **Contractor Record Maintenance:** By submitting a response to this solicitation, the Contractor agrees to establish and maintain a complete Pima County Contractor 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 the solicitation's due date. The Contractor also agrees to update the information within ten calendar days of any changes made 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 Registration (VRAMP)/Vendor Self Service (VSS) Portals. The registration requires that the Contractor establishes and maintains email functionality. In addition to providing the means for a Contractor to create and maintain their own record, the portals also

provide for email notice to the Contractor regarding solicitations published by Pima County for commodities of interest as defined by the Contractor record. Internet links for Contractor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>

6.4 **Unfair Competition and other Laws:** Proposals must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

6.5 **General Specifications:** Items and Questionnaire responses included in Offeror's proposal must meet the specifications and requirements set forth by the solicitation. The specifications included in this solicitation intend to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and to allow Offeror to provide the information needed for the development of consistent and comprehensive proposals.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the Offeror's sole risk.

Submissions are binding offers and will result in a binding contract upon acceptance by Pima County by issue of a properly executed contract document referencing said offer.

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

6.7 **Fraud and Collusion:** Each Contractor, by submission of a proposal, 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 County finds at any time 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 County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

6.8 **Documents Marked Confidential:** 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 this solicitation, 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 Offeror reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Offeror must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Offeror of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Offeror 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.

Any information marked as CONFIDENTIAL must be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and will not include any information considered confidential.

The Offeror agrees to waive confidentiality of any price terms in the event of an awarded contract.

7. INQUIRIES AND DEVIATION REQUESTS

7.1 **Inquiries:** No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent will notify the Pima County Health Department either prior to or during the Pre-Proposal Conference, but in all cases prior to the date set for receipt of the bid or proposal. Notice will be provided to the County in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution. County will respond by written amendment sent to all known potential respondents. County may not answer questions or address deviation requests that are not submitted within 8 days prior to the closing date and time of the solicitation.

7.2 **Deviation Requests:** Requests for changes submitted with proposal must 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. Acceptance or rejection of deviation request is at the sole discretion of County in accordance with the Pima County Procurement Code.

County may consider conditional proposals that do not conform to or that request exceptions to the published solicitation and amendments as non-responsive and County may not evaluate them.

8. EVALUATION AND AWARD CRITERIA

8.1 **Evaluation:** County will evaluate proposals to determine which are most advantageous to County considering conformity to the specifications, evaluation criteria stated in the RFP, minimum qualifications, and other factors. Offeror must certify that they possess the qualifications specified in **Attachment 2: Minimum Qualifications Verification Form** and provide the information and/or supporting

documentation stipulated by these Minimum Qualifications to substantiate meeting the qualifications and for the County to determine responsibility.

Pima County will evaluate proposals that are **Responsive and Responsible** as defined by the Minimum Qualifications. County will evaluate proposals according to the evaluation criteria set forth below. The evaluation panel will use the evaluation criteria when scoring the Offeror's answers to the questions contained in **Attachment 3: Questionnaire Form**. Offeror should respond in the form of a thorough narrative to each specification as guided by the Questionnaire. The evaluation panel will evaluate the narratives along with required supporting materials and award points accordingly.

8.2 **Evaluation Criteria:** The evaluation panel will assign points to each proposal submitted on the basis of the following evaluation criteria, unless otherwise indicated:

Evaluation Criteria	Description of Criteria	Maximum Points
Experience	Experience providing breast and cervical cancer and HIV/STI screening, family planning services and education	35
Availability / Capacity	Days and hours during which services can be provided and number of eligible / available providers	15
Key Personnel	Qualifications of MD/DO proposed for Activity 2	15
Professional Network	Capacity to enroll patients in primary care services	20
Cost	Price bid on each of the following Activities: <ul style="list-style-type: none"> - Hourly cost for Nurse Practitioners (lowest bid will receive 10 points – 67% of total price points) - Monthly cost for MD/DO Medical Consultant (lowest bid will receive 3 points – 20% of total price points) - Per person incentive for enrolling patients in primary care system (lowest bid will receive 2 points – 13% of total price points) The lowest bid for each Activity will serve as the base for point calculation of remaining bids.	15
Total Possible Points		100

8.3 **Evaluation Committee:** Selection for services will be made by a committee of Health Department staff and shall be based on the total score from individual ranking sheets.

9. **AWARD PROCESS**

9.1 **Evaluation Discussions/Clarifications of Proposals:** The County may conduct discussions with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification, to assure full understanding of, and conformance to, the solicitation requirements and to clarify the Proposal and Agreement details provided that they do not substantially change the intent of the solicitation.

County reserves the right to request additional information and/or clarification. Any clarification of a proposal shall be in writing.

9.2 **Best and Final Offer:** In the event that County holds discussions and requests for clarifications, County will issue a written request for best and final proposals. The request will set forth the date, time, and place for the submission of best and final proposals. If Offerors fail to respond to the request for best and final proposal or fail to submit a notice of withdrawal, County will consider their immediate previous proposal as their best and final proposal.

9.3 **Award Criteria:** If County makes an award, County will enter into the attached Professional Services Contract with one or more Contractor(s) that submitted the highest scoring proposal(s) that County determined responsible and responsive for providing the required goods or services. County will enter into a Professional Services contract that incorporates the Proposal without further action by the Offeror.

County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in County Code Section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing proposed by Contractor.

9.4 **Recommendation for Award:** If County makes an award it will be to the responsible and responsive Offeror(s) whose proposal(s) County determines to be the most advantageous taking into consideration the evaluation criteria, discussions, and Best and Final Offers in this solicitation.

10. AWARD NOTICE

A *Notice of Recommendation for Award* will be posted on the Pima County Health Department website. A tabulation of responses will be maintained and available for review by interested parties at the Pima County Health Department. **Funding, if awarded, is contingent upon the information provided in this application.** Pima County reserves the right to withdraw funding if significant changes are made to the scope of work, key staff or other elements of the application.

11. PROTESTS

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

The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through

[http://library.amlegal.com/nxt/gateway.dll/Arizona/pimacounty_az/title11pimacountyprocurementcode/chapter1120protests?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:pimacounty_az\\$anc=JD_Chapter11.20](http://library.amlegal.com/nxt/gateway.dll/Arizona/pimacounty_az/title11pimacountyprocurementcode/chapter1120protests?f=templates$fn=default.htm$3.0$vid=amlegal:pimacounty_az$anc=JD_Chapter11.20). The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Health Department

website at <http://www.pima.gov/procure/awards> **without regard to whether individual notices were issued**. It is the responsibility of Offerors and Offerors to check the website.

12. PROCUREMENT PROCESS

Contract(s) for funding awarded under this RFP shall be executed between the applicant and Pima County. Contracts shall be "not-to-exceed" contracts. The Pima County procurement process complies with applicable State and Federal requirements, and incorporates Pima County Solicitation Standard Terms and Conditions (**Attachment D**). Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code.

13. COMPLIANCE WITH AGREEMENT:

The Offeror agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the Offeror agrees that they will not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by revision or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement will be at the Offeror's own risk. Offerors will decline verbal requests to deliver items in excess of the agreement and must report all such requests in writing to the Pima County Procurement Department within one (1) workday of the request. The report will include the name of the requesting individual and the nature of the request.

14. ACKNOWLEDGEMENT AND ACCEPTANCE

If Offeror's terms are inconsistent with the terms of the resultant agreement, the terms herein shall govern, unless Offeror's terms are accepted in writing by County. No oral agreement or understanding shall in any way modify this order or the terms and conditions herein. Offeror's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant agreement.

15. 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 that County has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms, and conditions defined by the County MA, or PO. 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 within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, County and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of County Contracts*.

END OF INSTRUCTIONS TO OFFERORS

Attachment 1 – Proposal Certification Form (1 page)

CONTRACTOR LEGAL NAME: _____

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

REMIT TO ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: _____

PHONE: _____ E-MAIL: _____

EMAIL ADDRESS FOR ORDERS & CONTRACTS: _____

CORPORATE HEADQUARTERS ADDRESS: _____

WEBSITE: _____

ACKNOWLEDGEMENT of SOLICITATION AMENDMENT(S):

Contractor acknowledges that it incorporates the following solicitation amendments in its offer:

Amendment #	Date	Amendment #	Date	Amendment #	Date

INSURANCE CERTIFICATE documents will be required from the winning Offerors within two (2) business days after the Notice of Recommendation for Award is posted on the Procurement website.

By signing and submitting Proposal documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Health Department website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation.

Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed proposal will constitute a firm offer and upon the issuance of a Contract document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Instructions to Offerors, the Sample Professional Service Contract, and other documents as listed in the Professional Service Contract Other Documents article.

SIGNATURE: _____ DATE: _____

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: _____

Attachment 2 – Minimum Qualifications Verification Form (1 page)

Offeror's Name: _____

In order for County to evaluate and consider proposals for award, they must be **Responsive and Responsible**. **“Responsive”** means that the submitted proposal documents conform in all material respects to the requirements in the solicitation. **“Responsible,”** means that Offerors document and substantiate their capability to fully perform all requirements of the solicitation. Factors include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and any other matter necessary to provide the performance that the solicitation requires.

Offeror must certify that they possess the minimum qualifications contained herein. Offeror must provide documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate *responsibility* may be cause for County to reject the Offeror's proposal as **Non-Responsive and/or Non-Responsible**.

Offeror certifies that they possess the following minimum qualifications and will provide documents that substantiate their satisfaction of the Minimum Qualifications. Provide documented and verifiable evidence that your firm satisfies the following Minimum Qualifications, and indicate what/if attachments are submitted as part of the proposal.

Minimum Qualification Requirement	Please Indicate How Fulfilled
<p>1. Five years experience providing OB/GYN, family planning, HIV/STI screening and treatment and related services.</p> <p>As evidenced by Arizona Corporation, Arizona Department of Insurance Registrations or, if not currently operating in Arizona, a certificate of good standing from the Corporation Commission or Secretary of State in which the Offeror was established or any state in which the Offeror is doing business.</p>	
<p>2. The proposed Medical Consultant must be a medical doctor, (M.D.) or doctor of osteopathic medicine, (D.O.) currently licensed under the provisions of the Arizona Revised Statutes, Title 32, Chapter 13 or 17 and Board certified in OB/GYN.</p> <p>As evidenced by copies of licensure and board certification. If not available, PCHD will check the appropriate websites.</p>	
<p>3. Offeror must be a Federally Qualified Health Center (FQHC) in Pima County or partner with a FQHC in Pima County for purposes of enrollment (Activity 3).</p>	
<p>4. Offeror must not be listed as excluded, debarred or suspended on the federal government wide exclusions in the System for Award Management (SAM).</p> <p>If documentation is unavailable, please provide your DUNS number.</p>	

Attachment 3: Questionnaire (2 pages)

OFFEROR'S NAME: _____

The evaluation committee will assign points to each answer submitted on the basis of the following evaluation criteria.

1. EXPERIENCE

35 Points

Describe your experience providing family planning, women's health care and HIV/STI screening and treatment. Please include:

- 1.1 Clinical experience providing women's health care including breast and cervical cancer screening, contraception provision, and non-coercive counseling/education that includes reproductive life planning, infertility counseling, etc. Describe Contractor staff's knowledge of the American College of Obstetricians and Gynecologists (ACOG) Guidelines.
- 1.2 Experience providing HIV/STI screening, treatment, education, case management and referrals.
- 1.3 Experience working with un/underinsured populations.
- 1.4 Experience working with diverse populations (LGBTQ, race/ethnic, disability, limited English proficiency, low literacy, etc.).
- 1.5 Experience providing on-going consultant support and education for clinic staff (Nurse Practitioners, Registered Nurses, Licensed Practical Nurses and Medical Assistants).

2. AVAILABILITY / CAPACITY

15 Points

2.1 Which days of the week/hours are staff available to provide services? Please list availability (days/hours):

Nurse Practitioner(s)

	MONDAY	TUESDAY	WEDNESDAY	THURDAY	FRIDAY
AM					
PM					

Medical Consultant (OB/GYN)

	MONDAY	TUESDAY	WEDNESDAY	THURDAY	FRIDAY
AM					
PM					

2.2 Is the proposed Medical Consultant available to attend monthly clinician meetings every month as scheduled by County?

Yes _____ No _____

3. KEY PERSONNEL

15 Points

3.1 Please provide a Curriculum Vitae / resume for the MD/DO proposed as Medical Consultant.

3.2 Please describe Medical Consultant's familiarity/experience with:

- Title X requirements;
- The CDC's Morbidity and Mortality Weekly Report (MMWR) Providing Quality Family Planning Services Recommendations (2017); and
- The American College of Obstetricians and Gynecologists (ACOG) Clinical Guidelines

4. PROFESSIONAL NETWORK

20 Points

4.1 Describe your capacity to enroll patients in primary care services / a medical home.

4.2 Describe your experience with enrolling patients in AHCCCS and private insurance.

4.3 Describe your ability to provide quality primary care services within your network.

5. COST

15 Points

Offerors must propose firm, fixed, fully-loaded rates [or unit price] per service category. The firm, fixed, fully-loaded rate will include all direct cost, indirect cost, overhead and profit margin, as well as subcontractor's total costs if appropriate.

County will calculate points for the cost based on the Total Price Proposed (TPP) for each service category using the following formula: Lowest Total Price Proposed Amount (LTTP) will receive the maximum quantity of points. Other proposals will receive points using the following formula: $(LTTP / Other TPP) \times \text{Maximum Points} = \text{Score}$

5.1 Provide your required pricing for each of the following service categories:

- Hourly cost for Nurse Practitioners – Activity 1
- Monthly cost for MD/DO Medical Consultant – Activity 2
- Per person incentive for enrolling patients in primary care system – Activity 3

SIGNATURE: _____ DATE: _____

PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING PROPOSAL

Attachment 4: Pima County Sample Contract

Pima County Department of Health

Project: Reproductive Health Care

Contractor: [Awardee legal name]

Amount: \$[xxxxxx.00]

Contract No.: [CT-HD-20*XXX]

Funding: Health Special Revenue Fund and AFHP Family Planning grant

PROFESSIONAL SERVICES CONTRACT

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, Selection and Contracting Medical and Health-Related Professional Services.
- 1.3. Solicitation. County previously issued Solicitation No. PCHD-2020-01 for certain services (the “Solicitation”). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Contractor in response to the Solicitation, are incorporated into this Contract by reference.
- 1.4. Contractor’s Response. Contractor submitted the most advantageous response to the Solicitation.

2. Term.

- 2.1. Original Term. This Contract is effective for a one-year period commencing on [DATE] (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 services described in Exhibit A (2 pages), at the dates and times described on Exhibit A or, if Exhibit A contains no dates or time frames, then upon demand. The 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:

[Name of Medical Consultant]

5. **Compensation and Payment.**

- 5.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit B** (1 page). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.
- 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 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 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 22 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.

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. Minimum Scope and Limits of Insurance: Contractor shall procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

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

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

6.1.1.3. Workers’ Compensation and Employers’ Liability – Statutory coverage for Workers’ Compensation. Workers’ Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.

6.1.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

6.1.1.5. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under “Additional Insurance Requirements – Claims-Made Coverage” located in the next section.

6.2. Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 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 Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 6.2.3 Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 6.2.4 Primary Insurance Endorsement: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, employees or Pima County shall be excess and not contributory insurance.
- 6.2.5 The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR). Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- 6.2.6 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.
- 6.2.7 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. Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to Pima County, within two (2) business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile

transmission to the Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.

6.4. Verification of Coverage:

- 6.4.1. Contractor shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Contract. An authorized representative of the insurer shall sign the certificates.
- 6.4.2. All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect 10 days prior to work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 6.4.3. All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- 6.4.4. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its departments, officials and employees. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

6.5. Approval and Modifications:

Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, 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, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of 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 Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, 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:

County:	Contractor:
[Department Director Name/Address]	[Name, legal address, fax/phone of Contractor Officer submitting bid]
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.** Contractor agrees to comply with all requirements, stipulations and directives included or incorporated in **Exhibit C – Terms and Conditions Related to Federal Grant Funds** (1 page), which incorporates by reference Attachment 7 of Program Contract with Arizona Family Health Partnership, AFHP 2019 Program Standards and Policy Manual.
26. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
27. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
28. **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.

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PIMA COUNTY

CONTRACTOR

Procurement Director

Authorized Officer Signature

Date

Printed Name and Title

Date

APPROVED AS TO FORM

Deputy County Attorney

Print DCA Name

Date

APPROVED AS TO CONTENT

Department Representative

Date

EXHIBIT A

SCOPE OF SERVICES (2 Pages)

Providers working with the Pima County Health Department Clinical Services Division will work with targeted populations, providing family planning, STI/HIV screening and treatment, women's health care, on-going consultant support and education, and enrollment in a primary care network.

1. ACTIVITY 1: Provide high-quality reproductive health services at Pima County Health Department Clinics.

Service Delivery Methodology:

- 1.1 Provide Nurse Practitioners on an as needed basis to provide reproductive health services to patients. These services include but are not limited to, education on the effective usage of contraceptive devices and practices (including physician's consultation, examination, prescription, and continuing supervision, laboratory examination and contraceptive supplies), reproductive health exams, breast and cervical cancer screening and testing and treatment for Sexually Transmitted Infections (STIs). The services are offered at the following locations:
 - PCHD North Clinic – 3550 N. 1st Ave Tucson, AZ 85719
 - Theresa Lee Clinic –1493 W. Commerce Court, Tucson, AZ 85746
- 1.2 Family Nurse Practitioner(s) providing clinic services shall be registered, licensed or board certified in Arizona in their respective field, as applicable.
- 1.3 The contractor shall make necessary referrals to other medical facilities when indicated and follow up on such referrals when medically indicated.
- 1.4 The number of hours per week/month required will vary depending on PCHD staffing and patient loads. It is estimated that no more than two Nurse Practitioners will be needed at any given time and the total hours per year will not exceed 1,720.

2. ACTIVITY 2: Medical Consultant for the Pima County Health Department's Family Planning Program.

These duties shall include but may not be limited to the following activities:

- 2.1 Write, review and/or update procedures, protocols, and standing orders in adherence to Title X requirements, the CDC's Morbidity and Mortality Weekly Report (MMWR) Providing Quality Family Planning Services guidelines (2017 and updates (see <https://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf>), Pima County Policies and Procedures, Pima County Health Department Operational Policies and Procedures and the American College of Obstetricians and Gynecologists (ACOG) guidelines.
- 2.2 Review operational activities, including chart reviews of Clinicians on a quarterly basis, providing feedback and corrective action recommendations as needed.

2.3 Act as the lead consultant for clinical staff regarding follow-up, case management, clinical guidelines and service delivery and methodology.

2.4 Assist in creating a Referral Network for patients who need additional care outside of the Pima County Health Department.

2.5 Participate in monthly PCHD Clinician Meetings, held from 9:00 to 11:30 on the first Thursday of the month.

2.6 Provide consultation as needed.

2.7 PCHD estimates that the average number of hours required per month would be no more than ten.

3. ACTIVITY 3: Provide a bridge to primary care by enrolling patients in Offeror's primary care system or a partnered primary care system.

Service Delivery Methodology:

3.1 For patients that do not have a primary care provider or medical home, facilitate their enrollment in Offeror's (or Offeror's partner's) primary care network, including assisting uninsured patients to obtain insurance.

3.2 An incentive will be paid for each patient enrolled in Offeror's (or Offeror's partner's) primary care network after completion of the first medical appointment after enrollment.

EXHIBIT B

COMPENSATION AND PAYMENT (1 Page)

This Exhibit B will consist of the Contractor's best and final offer for each of the three Scope activities. See Article 5 of this Sample Contract for additional information about payments.

EXHIBIT C

Terms and Conditions Related to Federal Grant Funds (1 page)

- 1. Compliance with Attachment 7 of PCHD Family Planning Program Contract with Arizona Family Health Partnership, AFHP 2019 Program Standards and Policy Manual.** Contractor is required to comply with Attachment 7 of PCHD Family Planning Program Contract with Arizona Family Health Partnership, AFHP 2019 Program Standards and Policy Manual, the statutes and requirements of which are incorporated herein. (Attachment 7 of the PCHD Family Planning Program Contract with Arizona Family Health Partnership, AFHP 2019 Program Standards and Policy Manual (64 Pages) is available as a separate file posted to the PCHD solicitations website.)
- 2. Patent Rights.** Acceptance of grant funds obligates contractor to comply with the standard patent rights clause in 37 CFR Part 401.14.
- 3. Clean Air Act.** Contractor is obligated to comply with applicable standards, orders or requirements issued under the Clean Air Act (42 USC 7401-7671q.)
- 4. Federal Water Pollution Control Act.** Contractor is obligated to comply with applicable standards, orders or requirements issued under the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended.
- 5. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 6. Energy Policy and Conservation Act.** Contractor will comply with mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub_ L. 94-163, 89 Stat 871) as amended.
- 7. Debarment and Suspension.** A contract or subcontract award must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension". Contractor will disclose to County if Contractor or Subcontractor is listed on the government-wide Excluded Parties List in a timely manner.