



# CONTRACT AMENDMENT

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
OFFICE OF PROCUREMENT  
150 N 18<sup>th</sup> Ave., Ste. #530  
Phoenix, Arizona 85007

CONTRACT NO.: CTR050594

AMENDMENT NO.: 5

Procurement Officer:  
**Karen D. Ingram**

## HEALTH START PROGRAM

Effective upon signatures by both parties it is mutually agreed that the Contract referenced in this Amendment Five (5) is amended as follows:

1. Pursuant to the Special Terms and Conditions, Provision Three (3), Contract Extension (5 Year Maximum) the Contract is hereby extended through July 5, 2025, Contract Year Five (5).
2. Pursuant to the Uniform Terms and Conditions, Provision Five (5), Contract Changes, Section 5.1, the Contract is hereby revised with the following:
  - 2.1 The Price Sheet is revised and replaced.
  - 2.2 The Special Terms and Conditions are revised and replaced.

**ALL CHANGES ARE IN RED.**

**ALL OTHER PROVISIONS SHALL REMAIN IN THEIR ENTIRETY**

Contractor hereby acknowledges receipt and acceptance of this amendment and that a signed copy must be filed with the Procurement Office before the effective date.

The above referenced Contract Amendment is hereby executed this \_\_\_\_ day of \_\_\_\_\_ 2024 at Phoenix, Arizona

Contractor Signature

(To be filled out by Procurement Office)

May 7, 2024

Contractor Signature Date

Ann English, Chairman

Authorized Signatory's Name and Title

**Cochise Health & Social Services**  
1415 Melody Lane, Bldg. A  
Bisbee, AZ 85603

Contractor's Name

**Gina  
Corwin**

Digitally signed  
by Gina Corwin  
Date: 2024.05.08  
12:30:48 -07'00'

Chief Procurement Officer Signature or Designee



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### Cochise County Health Department CTR050594

#### COST REIMBURSEMENT LINE ITEM BUDGET:

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	\$216,000.00
ERE	\$82,080.00
Professional and Outside Services	\$4,000.00
Travel Expenses (In-State)	\$12,999.00
Out of State Travel	\$0.00
Occupancy	\$0.00
Other Operating	\$29,000.00
Capital Outlay	\$0.00
Indirect (if Authorized)	\$8,921.00
Other	\$0.00
<b>TOTAL: Annual Amount Not To Exceed</b>	<b>\$353,000.00</b>

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.

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



**Part One (1) – Scope of Work**  
**REQUEST FOR PROPOSAL No. BPM002372**  
**Health Start Program**

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**SCOPE OF WORK**

**1. Background**

- 1.1 The Arizona Health Start Program was developed over twenty-five (25) years ago to address the steady increases in the rate of women receiving inadequate or no prenatal care during the 1980's. Late or no prenatal care is associated with preterm and low birth weight births, which increases the risk of infant mortality. The trend continued through 1990, when Arizona was ranked forty-fifth (45<sup>th</sup>) lowest in the nation for the number of women receiving adequate prenatal care. In 2008 and 2009, Arizona ranked thirty-fourth (34<sup>th</sup>) lowest in the nation, indicating that entry into early, consistent prenatal care is still a challenge. Many Arizona women experienced barriers that kept them from seeking prenatal care especially during the first (1<sup>st</sup>) trimester. These barriers encompassed a number of social and cultural factors, as well as geographical accessibility. Early prenatal care is very important in identifying potential risks early in the pregnancy and initiating early treatment. Health Start historically targets high need populations with efforts to improve maternal health and child health by connecting women to prenatal care providers. Two populations that face a disproportionately high disparity and impacted by maternal morbidity and mortality in Arizona are Native American and African American women. According to the Annie E. Casey 2019 Report on State Trends in Child Wellbeing, Arizona ranked thirty-fifth (35<sup>th</sup>) out of fifty (50) states in child health based on high rates of low birth weight babies, high percent of children without health insurance, high rate of child and teen deaths per 100,000 and the percent of teens who abuse alcohol or other drugs. Health Start will implement evidence-informed strategies to improve overall health through targeted education and increasing access to care especially directed at American Indian and African American women and children living in rural and urban areas throughout the state.
- 1.2 More recent research indicates that the health of a woman prior to pregnancy and throughout her life course might have a greater influence on improving birth outcomes. The life course perspective provides a newer way of viewing health as an integrated continuum and not as unrelated stages. According to the U.S. Department of Health and Human Services (DHHS) Maternal and Child Health Bureau (MCHB), the Life Course Theory (LCT) is a conceptual framework that helps explain health and disease patterns across populations and over time. LCT points to broad social, economic and environmental factors as underlying causes of persistent inequalities in health status for a wide range of diseases and conditions across population groups. Preconception health is a woman's health before she becomes pregnant. Preconception care aims to promote the health of women of reproductive age before conception and thereby improve pregnancy related outcomes. Inter-conception health is a woman's health between pregnancies. Preconception care includes assessing health risk factors and implementing intervention strategies to support women and families as they strive to adopt healthier behaviors. The Health Start Program will have a strong focus on the integration of the LCT in the provision of preconception and inter-conception care through home visits, educational services, screenings and assessments to women and families. Efforts to prevent the cycle of repeat teen births will be addressed through family planning and birth spacing education. The Health Start Program will promote male and family involvement in home visiting services and classes when appropriate. Father and male engagement has a positive impact on pregnancy outcomes and child development. Babies who get lots of warm and positive attention from their dads feel more secure. Father involvement is linked to positive cognitive outcomes for a child, and father involvement in pregnancy is linked to a reduction in infant mortality. Health Start will focus on strengthening fatherhood/male involvement efforts through enhanced outreach, recruitment, and engagement through classes and retention of fathers in the Health Start Program will focus on providing support to incarcerated pregnant and postpartum women and families and will follow them post-release.
- 1.3 Health Start is based on an earlier program titled "Un Comienzo Sano/A Healthy Beginning" that was created in 1984 through the Rural Health Office of the University of Arizona College of Medicine, Department of Family and Community Medicine, utilizing community health workers or "Promotoras" to address the needs of rural, minority pregnant women in Arizona. In 1992, the Arizona Health Start Program was administered by the Arizona Department of Health Services (ADHS), Bureau of Women's



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and Children's Health (BWCH) based on the earlier model. In 1994, the Arizona State Legislature passed the Arizona Children and Families Stability Act, A.R.S. § 36-697, which formalized and expanded Health Start. The legislation describes the purpose, requirements and administration of the program at the ADHS. Health Start is a community based, evidence informed home visiting program that identifies, screens and enrolls pregnant and postpartum women and families at any time during their pregnancies and assists them with obtaining early and consistent prenatal care, provides prenatal and postpartum education, women's health assessments and education, information and referral services, advocacy and emphasizes timely immunizations and developmental assessments for their children up to age two (2).

- 1.4 The Health Start Program administration is subject to the appropriation of lottery fund monies as provided through Proposition 203, the Healthy Arizona Initiative. Funding from other state and/or federal sources may at any time enhance the existing lottery funding and may require additional interventions, data collection and reporting requirements. The program shall be statewide, based in targeted communities and neighborhoods with a high incidence of inadequate prenatal and postpartum care, inadequate infant health care, inadequate women's health care, high percentages of preterm births and low birth weight births, high rates of chronic conditions and maternal morbidity and mortality. The incidence and prevalence of these conditions among groups are referred to as health disparities. Women and families marginalized because of socioeconomic status, race/ethnicity, geographic location and other factors are more likely to experience worse health. They also tend to have less access to favorable social determinants that impact health, such as healthy food, good housing, good education, employment opportunities and safe neighborhoods. It is important that women become aware of these risk factors and how these factors can affect their health and the health of their families across their life course.
- 1.5 The Health Start Program is an evidence informed program that allows for flexibility in enrollment of clients and families and the structure of home, clinic or community visits based on the needs of the woman and her family and the established goals of the program. The Health Start Program supports and requires the use of one (1) of the following research based or evidence based curricula and any reporting requirements associated with the use of the curricula to guide the content of home visits with pregnant and parenting women and their families;
  - 1.5.1 Partners for a Healthy Baby: Home Visiting Curriculum for Families, Florida State University (FSU) Center for Prevention & Early Intervention Policy; [www.cpeip.fsu.edu](http://www.cpeip.fsu.edu), and
  - 1.5.2 Family Spirit; [www.familyspirit@jhu.edu](mailto:www.familyspirit@jhu.edu).
- 1.6 The Health Start Program has integrated optional birth/labor doula support services to provide short term support for enrolled Health Start clients and families in labor and during birth, who are in need of emotional and physical comfort measures. Trained Community Health Workers (CHWs) or contracted consultants that have obtained birth doula certification may offer birth support services to clients. Many women and families without local community connections or family members desire the support of a birth/labor doula.
- 1.7 In State Fiscal Year 2019 (SFY19) (July 1, 2018 – June 30, 2019), the Health Start Program provided 1,192 new enrollments 18,221 prenatal and family follow-up visits to over 2,300 clients and their families. Research published in 2010 on the Health Start Program found that Health Start participants had higher birth weight babies (above 2,500 grams) and longer gestational periods (greater than or equal to thirty-seven (37) weeks) than non-Health Start participants. <https://link.springer.com/article/10.1007/s10995-009-0556-0>. A research paper published in 2019 summarized the Evaluation protocol to assess maternal and child health outcomes in Health Start: <http://dx.doi.org/10.1136/bmjopen-2019-031780>.



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**1.8 The Mission of the Health Start Program:**

1.8.1 To educate, support and advocate for families at risk by promoting optimal use of community based family health care services and education services through the use of CHWs who live in and reflect the ethnic, cultural and socioeconomic characteristics of the community they serve.

**1.9 The Goals of the Health Start Program are to:**

1.9.1 Increase prenatal care services to pregnant women,

1.9.2 Reduce the incidence of infants who weigh less than 1,500 grams (three (3) pounds, four (4) ounces) at birth and who require more than seventy-two (72) hours of neonatal intensive care,

1.9.3 Reduce the incidence of children affected by childhood diseases,

1.9.4 Increase the number of children receiving age appropriate immunizations by two (2) years of age, and

1.9.5 Reduce the health disparities among highly vulnerable populations through increased awareness by educating families:

1.9.5.1 On the importance of good nutritional habits to improve the overall health of their children;

1.9.5.2 On the need for developmental assessments to promote the early identification of learning disabilities, physical handicaps or behavioral health needs; and

1.9.5.3 Of the benefits of preventative health care and the need for screening examinations such as hearing and vision.

**2. Objective**

2.1 To identify, screen and enroll pregnant women at risk of having a preterm or low birth weight birth at any time during their pregnancy and to ensure that they are linked to and initiated early and consistent prenatal care in the first trimester or as soon as possible through the provision of home based, family centered, strength based culturally appropriate education and referral services;

2.2 To identify, screen and enroll postpartum women and families with children up to age two (2) with medical and social risk factors that increase the likelihood that they or their children will experience future poor health outcomes;

2.3 To establish a network of health and social service providers in communities and neighborhoods that are accessible to all women, children and their families in an effort to link program participants to adequate prenatal care, adequate infant care, and other services that reduce illiteracy, reduce dependency on welfare, encourage employment, and encourage self-sufficiency and community involvement;

2.4 To integrate preconception, inter-conception and fourth (4<sup>th</sup>) trimester health education and health screening that will improve a women's health before, during, between pregnancies and during the fourth (4<sup>th</sup>) trimester up to one (1) year postpartum through the implementation of the life course theory and perspective, focusing on health outcomes across the span of a women's life, emphasizing folic acid supplements, proper immunizations, proper nutrition, healthy behaviors and reproductive health including birth spacing education and development of a life plan into the services provided to women, men and



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families;

- 2.5 To integrate optional birth/labor doula support services to provide support for enrolled Health Start clients and families in labor and during birth who are in need of emotional and physical comfort measures;
- 2.6 To implement a family-centered, strength based interdisciplinary approach to home-based services;
- 2.7 To integrate education and provide support for mothers who choose to breastfeed their infants for at least six (6) months postpartum and provide or arrange for Certified Lactation Counselor (CLC) or International Board Certified Lactation Consultant (IBCLC) support to any clients in need;
- 2.8 To integrate father and male engagement through evidence informed, strength-based strategies to increase male and family involvement in the program;
- 2.9 To implement evidence-informed strategies to improve overall health through targeted education and increasing access to care especially directed at American Indian and African American women and children living in rural and urban areas throughout the state to prevent maternal morbidity and mortality and to reduce preventable child fatalities; and
- 2.10 To integrate optional advocacy, support and health education services for enrolled Health Start pregnant and postpartum clients and families in local county jail systems and following women post-release.

### **3. Scope of Work**

The Contractor shall:

- 3.1 Provide a home visitation program through the development of administrative, management, organizational systems and information, and referral networks to implement and manage a Health Start Program at the contracted site in targeted communities/service areas at risk for preterm and low birth weight births and high rates of infant mortality and high rates of maternal morbidity and mortality per the Health Start Policy and Procedure Manual (HSPPM) The ADHS revised HSPPM 2020 is available on the BWCH publication page at:

<https://azdhs.gov/prevention/womens-childrens-health/reports-fact-sheets/index.php#health-start-program>;  
and

- 3.2 Provide monthly program documentation and quarterly reports with results of efforts related to achieving continuous quality improvement indicators developed as described in the HSPPM.

### **4. Requirements**

The Contractor shall:

- 4.1 Have experience in providing similar services as described in the Scope of Work to pregnant and postpartum women and families and be able to complete all the listed tasks;
- 4.2 Provide Technical Qualifications of a Health Start Program Coordinator who shall be the primary contact person for the ADHS Health Start Program Manager in discussing work that needs to be completed.
- 4.3 Hire CHW(s) that live in or are representative of the targeted service area that are able to complete the services and meet the minimum qualifications as defined in the HSPPM;



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- 4.4 Provide a map and list of zip codes of areas to be served including, but not limited to, the projected number of prenatal and postpartum clients and children to be served;
- 4.5 Adhere to Arizona Revised Statute A.R.S.§36-697 (<http://www.azleg.gov/ArizonaRevisedStatutes.asp>) and perform all services in accordance with the HSPPM; and
- 4.6 Provide a valid Certificate of Insurance (COI) that meets the written specifications in the Special Terms and Conditions and maintained throughout the life of the Contract. The ADHS will not be able to issue a Purchase Order for the commencement of services without a current and valid COI in the Contract file.
- 4.7 Adhere to the Arizona Department of Health Services Accounting Guidelines: <https://azdhs.gov/documents/operations/financial-services/bluebook-2018.pdf>

**5. Tasks**

The Contractor shall:

- 5.1 Identify a Health Start Program Coordinator, at a minimum of .25 Full-Time Equivalent (FTE) (one (1) position);
  - 5.1.1 The Health Start Program Coordinator shall, at a minimum:
    - 5.1.1.1 Serve as a primary day-to-day- contact with the ADHS Program Manager;
    - 5.1.1.2 Attend, lead and prepare materials for meetings as requested;
    - 5.1.1.3 Troubleshoot and correct problems after implementation;
    - 5.1.1.4 Designate an alternate contact for when the Program Coordinator is unavailable; and
    - 5.1.1.5 Provide administrative oversight of all contracted activities,
- 5.2 Recruit, hire, train and supervise at a minimum one (1) individual .50 FTE CHW from the communities to be served and who shall identify, screen, and enroll pregnant and postpartum women and families;
- 5.3 Complete a fingerprint clearance card application or background check for all staff working under this Contract and maintain a copy in the personnel file (Exhibit 1);
- 5.4 Require that each 1.0 CHW maintains a minimum caseload of forty (40) women and families with a majority (at least twenty-one (21)) being prenatal clients and that the caseload does not drop below eighty-five (85%) or thirty-four (34) clients; Ensure that each .50 CHW maintains a minimum caseload of twenty (20) women and families with a majority (at least eleven (11)) being prenatal and that the caseload does not drop below eighty-five (85%) or seventeen (17) clients. Ensure that a written plan for outreach to recruit and maintain the minimum number of clients is developed and provided as part of the quarterly reports;
- 5.5 See that a Health Start Program Coordinator and/or at least one (1) CHW attend two (2) Health Start sponsored annual meetings and up to two (2) sponsored annual trainings if provided;
- 5.6 Ensure that CHWs or other appropriate health care workers provide education including information on enrollment in Health Start, prenatal care and the importance of taking multivitamins with folic acid education to women that have positive pregnancy tests;



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- 5.7 Ensure that CHWs or other appropriate health care workers provide preconception/inter-conception education, breastfeeding education and support, and fourth (4<sup>th</sup>) trimester education including information on healthy behaviors, recommended birth spacing and the importance of taking a multivitamin with folic acid education to women that have negative pregnancy tests;
- 5.8 Provide at least sixteen (16) hours of training to new CHWs to ensure adequate knowledge of CHW core competencies, pregnancy, prenatal care, maternal nutrition, breastfeeding, women's health including prenatal and postpartum warning signs, child health and development, infant massage, immunization requirements, preconception and inter-conception health, reproductive health, birth spacing, multivitamins, male involvement and life plans, screenings regarding alcohol, tobacco and other substance use, partner abuse, child abuse, perinatal mood and anxiety disorders, home safety assessments, child safety, injury prevention, safe sleep and car seat safety, and how to facilitate referrals to prenatal care and other resources;
- 5.9 Ensure that all new CHWs complete the CHW Core Training Manual modules and the Form for Assessing Results (FAR), home visiting shadowing and observations, and any on-line courses required within ninety (90) days of hire as described in the HSPPM;
- 5.10 Provide or arrange for Ages & Stages Questionnaires®, Third Edition (ASQ®-3) and Ages & Stages Questionnaires®: Social-Emotional, Second Edition (ASQ®:SE-2) training by an approved trainer to all new CHWs within ninety (90) days of hire;
- 5.11 Provide or arrange for a minimum sixteen (16) hours of approved continuing education and training on an annual basis to CHWs;
- 5.12 Instruct CHWs on how to screen and enroll clients utilizing enrollment form with a health and social risk assessment, provide home/office/community visits of a minimum of thirty (30) minutes duration, conduct developmental assessments, screenings, and referrals, and optional educational classes of at least one (1) hour duration;
- 5.13 Provide at least eight (8) hours or more of supervised home visits with new hire CHWs that include at least four (4) hours of shadowing an experienced CHW and four (4) hours of observed visits overseen by an experienced CHW and/or Program Coordinator within ninety (90) days of hire;
- 5.14 Provide one (1) supervised home visit per year thereafter of each CHW, complete Health Start Home Visiting Checklist and save the checklist in the personnel file as described in HSPPM;
- 5.15 Train CHWs on accurate completion of forms, entry of forms into a database, the identification and utilization of information, and referral resources that are available within the Contractor's service area;
- 5.16 Designated Health Start Coordinators, CHWs and/or support staff will be trained on the Health Start Efforts to Outcomes (ETO) database and will be required to enter data for each month within fifteen (15) days of the end of the billing period as per the HSPPM;
- 5.17 Develop a plan to ensure the development and achievement of two (2) Continuous Quality Improvement (CQI) indicators annually as described in the HSPPM;
- 5.18 Identify and annually update a network of available health care, behavioral health and social service providers and resources to which participants could be actively referred for services as they may need;
- 5.19 Ensure that CHWs verify that participants were provided services that were recommended on the External Referral Form, through documentation on the visit or assessment forms, or in chart notes and on an External Referral form;



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- 5.20 Assist CHWs with referrals and all visit form documentation;
- 5.21 Maintain, arrange and facilitate the provision of the following professional support persons and their services:
  - 5.21.1 A Registered Nurse (RN) or other registered professional medical staff or consultant for a minimum of four (4) hours of consultation per month to assist with training of CHWs, attend monthly case management conferencing, attend home visits, and to provide reflective supervision to staff and/or guidance regarding difficult issues, and
  - 5.21.2 A Certified Independent, Licensed Certified, Licensed Masters Social Worker and/or Licensed Professional Counselor (CISW, LCSW, LMSW, LPC) staff or consultant for a minimum of four (4) hours of mental health consultation per month to assist with training of CHWs, attend monthly case management conferencing, attend home visits, and to provide reflective supervision to staff and/or guidance regarding difficult issues.
- 5.22 Ensure that any Subcontractors or consultants fulfill required duties and responsibilities as described in the HSPPM and the Contract;
- 5.23 Maintain client records that are complete and organized; kept in a secure electronic format and/or locked location at the Contractor's site as described in the HSPPM;
- 5.24 Ensure that all Health Start Program forms and visit notes are accurate and complete every month and filed in client charts and/or in a client electronic file;
- 5.25 Conduct monthly data preparation to:
  - 5.25.1 Ensure all forms, client logs, and invoices are accurate and complete;
  - 5.25.2 Ensure that the enrollment, visit forms, screening and assessment forms are entered into the Health Start ETO database system within fifteen (15) days of the end of the billing period,
  - 5.25.3 Ensure that all invoices, logs, CHW calendars, training approvals, consultant invoices, staff follow-up visit documentation checklist forms and any other forms or required invoice documentation is submitted to ADHS within fifteen (15) days of the end of the billing period,
  - 5.25.4 Ensure that all visit forms are signed and dated by clients in blue ink at the bottom of the form or electronically signed if technology is available, and
  - 5.25.5 Ensure timely response to ADHS Health Start Data Quality Specialist and/or Health Start Program Manager if there are any questions.
- 5.26 Conduct annual budget development (Attachment E) and prepare Annual Health Start Services Projection Form (Attachment F) and conduct quarterly data preparation to complete quarterly reports within thirty (30) days after the end of each quarter as described in the HSPPM; ensure timely response to Health Start Program Manager if there are any questions;
- 5.27 Ensure monthly and quarterly review of progress in meeting any CQI indicators as described in the HSPPM;
- 5.28 Ensure monthly staff follow-up visit documentation checklist is conducted and contact at a minimum two (2) clients visited by each CHW that month, to ask the client questions about the visit to ensure that visits



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occurred and that the client was satisfied with the services. A copy of the staff follow-up visit documentation check list form completed each month shall be available for review at Contractor site visits;

- 5.29 Ensure that CHWs maintain a daily/monthly online calendar of scheduled home visits, classes and any other activities related to Health Start. Copies of all monthly staff calendars for each month shall be available for review at Contractor site visits;
- 5.30 Maintain regular communication and work closely with ADHS on the subjects of:
- 5.30.1 Program Development,
  - 5.30.2 Implementation,
  - 5.30.3 Notification regarding any changes to personnel and daily operations as issues arise,
  - 5.30.4 Share information with ADHS and other Health Start Contractor's through conference calls, annual meetings, webinars and other sources regarding resources, forms, reports, challenges and barriers,
  - 5.30.5 Be responsive to ADHS request for clarification, missing data or other requested information, and
  - 5.30.6 Collaborate with other community-based agencies, health departments or other providers that may be providing similar home visiting programs in the targeted service area.
- 5.31 Ensure that the CHWs shall:
- 5.31.1 Identify and implement community-based outreach strategies to:
    - 5.31.1.1 Identify;
    - 5.31.1.2 Screen; and
    - 5.31.1.3 Enroll pregnant or postpartum women and families:
      - 5.31.1.3.1 With children under age two (2),
      - 5.31.1.3.2 Who reside in the Contractor's targeted service area, and
      - 5.31.1.3.3 Who meet the medical and social risk eligibility criteria as described in the HSPPM;
  - 5.31.2 Conduct pregnancy testing (CHW or other designated health care worker) of potential clients as necessary and as an option:
    - 5.31.2.1 If pregnancy tests result is positive, provide education and provide enrollment into the Health Start Program for a minimum of thirty (30) minutes and referrals, as needed, per HSPPM; and
    - 5.31.2.2 If pregnancy test result is negative, provide appropriate preconception/and inter-conception education for a minimum of thirty (30) minutes and referrals, as needed, per HSPPM,



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- 5.31.3 Complete Intent to Participate and Client Enrollment forms per HSPPM if a pregnant or postpartum woman or family agrees to participate in the Health Start Program,
- 5.31.4 Schedule and conduct prenatal visits for a minimum of thirty (30) minutes per visit per client and as described in the HSPPM,
- 5.31.5 Schedule and conduct either through CHW staff or consultant, a birth doula support prenatal visit as a visit option, for a minimum of four (4) hours, not exceeding twenty-four (24) hours per birth per client per Contract year per HSPPM,
- 5.31.6 Schedule and conduct either through CHW staff or consultant, education and support for mothers who choose to breastfeed their infants for at least six (6) months postpartum and provide at a minimum Certified Lactation Counselor or International Board Certified Lactation Consultant support to any clients in need,
- 5.31.7 Schedule and conduct family follow-up mom/caregiver visits, family follow-up child visits and multiple child visits for a minimum of thirty (30) minutes per visit per client as described in the HSPPM,
- 5.31.8 Schedule and conduct as an education option, health education classes and provide as needed supporting materials for a minimum of one (1) hour per class for a minimum of four (4) Health Start enrolled clients as described in HSPPM,
- 5.31.9 Schedule and conduct as an education option, community professional education and outreach, classes or workshops for a minimum of one (1) hour per class/workshop for a minimum of four (4) attendees as described in HSPPM,
- 5.31.10 Provide each enrolled client the Arizona Family Resource Guide at enrollment,
- 5.31.11 Conduct alcohol, tobacco and other drug use screening, and brief intervention education if necessary, of all enrolled prenatal clients at enrollment or next visit per HSPPM,
- 5.31.12 Conduct perinatal mood and anxiety disorder screening using the Edinburgh Postnatal Depression Scale screening tool within two (2) months after birth of index child or at any time there is a concern per HSPPM,
- 5.31.13 Conduct relationship assessment tool/partner abuse screening at three (3) months to – six (6) months after enrollment and other health/behavioral health screenings as necessary of all enrolled prenatal and postpartum clients per HSPPM,
- 5.31.14 Administer the ASQ<sup>®</sup>-3 at the four (4), eight (8), twelve (12), eighteen (18) and twenty-four (24) month intervals and the ASQ<sup>®</sup>:SE-2, at twelve (12) and twenty-four (24) months. And other intervals as needed for all children per HSPPM,
- 5.31.15 Provide health education services, support, advocacy and referrals to enrolled women and their families during each visit as described in the HSPPM,
- 5.31.16 Assist enrolled clients in securing an established source of prenatal care and/or primary care and assist the family with establishing a medical home for all family members in the service area or nearest location. And ensure enrolled clients attend a four to six (4-6) week postpartum medical visit,
- 5.31.17 Provide referrals using External Referral Form, and document outcome of the referrals on visit



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forms or assessment forms, in chart notes and on the External Referral Form as described in the HSPPM,

- 5.31.18 Provide and administer the Healthy @ Home Assessment in the enrolled client's place of residence within five (5) months after the birth of the index child; or within five (5) months of enrollment of all clients as required in the HSPPM,
- 5.31.19 Provide *Never Shake a Baby* education or other recommended child abuse prevention education and commitment forms to all prenatal clients within one (1) month of delivery, or postpartum clients within two (2) months after child is born as described in the HSPPM; collect completed forms and keep on file for site review,
- 5.31.20 Provide child safety education including injury prevention, safe sleep, car seat safety, car seat installation instruction and home safety to enrolled women and their families; collect completed forms and keep on file for site review,
- 5.31.21 Provide and administer the Arizona Survey on Children's Health on all enrolled children between the ages of eleven (11) and thirteen (13) months of age,
- 5.31.22 Provide and administer the Parent Interactions with Children: Checklist of Observations Linked to Outcomes (PICCOLO) Assessment Tool for each child at ten (10) – fourteen (14) months and at twenty-two (22) – twenty-four (24) months of age,
- 5.31.23 Ensure that the social determinants of health are addressed per the HSPPM and that preconception and inter-conception screening, education, referrals and support are provided, and
- 5.31.24 Provide a satisfaction survey to clients a minimum of four (4) weeks after the prenatal period, and after two (2) years of family follow-up services, or at disenrollment from the program; collect completed surveys and keep on file for site review.

**6. State Provided Items**

ADHS will provide:

- 6.1 Technical assistance and guidance to the Contractor's staff that are implementing the Health Start Program;
- 6.2 Monitoring of the operation of the program, and ongoing compliance with Contract provisions and the HSPPM, through site visits, review of submitted forms and other mechanisms;
- 6.3 Forms, guides, screening forms, and any other forms that may be necessary to implement the program;
- 6.4 Summary information from the Health Start forms and other information if available;
- 6.5 Healthy @ Home Assessment forms (English and Spanish versions);
- 6.6 ASQ®-3 and ASQ®:SE-2 (English and Spanish versions);
- 6.7 Arizona Survey on Children's Health and Parenting Interactions with Children: Checklist of Observations Linked to Outcomes (PICCOLO) forms;
- 6.8 Arizona Family Resource Guide (English and Spanish versions);



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- 6.9 Health Start Community Health Worker Core Curriculum and home visiting curriculum and resources as available; and
- 6.10 The ADHS revised HSPPM 2020 is available on the BWCH publication page at:  
<https://azdhs.gov/prevention/womens-childrens-health/reports-fact-sheets/index.php#health-start-program>

**7. Deliverables**

The Contractor shall submit to ADHS:

- 7.1 Complete and accurate original hard copies of the Health Start Monthly Billing Invoice (Exhibit 2) signed in blue ink as described in the HSPPM within fifteen (15) days after the end of each service month:
- 7.1.1 Attached detail log of client visits, classes, screenings, assessments, pregnancy test forms, and other services organized by type and in alphabetical order;
  - 7.1.2 Attached copies of approvals for staff training, certificates of attendance and completion of staff training and materials and any other forms, or documents as requested;
  - 7.1.3 Health Start Coordinator and/or CHW community professional training and/or workshops provided to community professionals approvals and lists of attendees; and
  - 7.1.4 Attached copies of all subcontractor and/or consultant invoices;
- 7.2 Health Start Quarterly Report within thirty (30) days of the end of September, December, March and June of each year. Report shall address the following as described in the HSPPM:
- 7.2.1 Any improvements made in social determinants of health in communities served;
  - 7.2.2 The prenatal, postpartum and dual caseload of each CHW staff;
  - 7.2.3 Progress made in achieving any continuous quality improvement indicators; and
  - 7.2.4 Fourth (4<sup>th</sup>) Quarter Report within thirty (30) days after the beginning of the fiscal year starting July 1<sup>st</sup> shall contain:
    - 7.2.4.1 A description of the Contractor's summary of prior year's activities,
    - 7.2.4.2 Future year's projected number of prenatal and postpartum clients to be enrolled,
    - 7.2.4.3 Current and projected caseload by type of client served for each CHW,
    - 7.2.4.4 Projected number and type of FTE's for program,
    - 7.2.4.5 Projected number of visits by type,
    - 7.2.4.6 Number of classes by topic, and
    - 7.2.4.7 The plan to address any continuous quality improvement indicators as described in the HSPPM.



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- 7.3 Annual Health Start Services Projection Form (Attachment F) must be completed as part of Contract requirements and an Annual Budget Development Worksheet (Attachment E) and submitted annually on or before March of each year and for the following fiscal year;
- 7.4 Monthly Health Start Billing Invoice with attached copies of program documentation including all forms required, client logs and other documentation within fifteen (15) days after the end of the service month;
- 7.5 Health Start Form for Assessment Results (FAR) Core Training Scoring Sheets and Home Visiting Checklists for all newly hired CHW staff within ninety (90) days after employment as described in the HSPPM;
- 7.6 Copies of any proposed or executed consultant subcontracts or other agreements to provide any of the services described in the Scope of Work; and
- 7.7 A copy of the Fingerprint Clearance Card or Criminal History (Exhibit 1) for new employees within ninety (90) days of employment.

**8. Approvals**

The following items require review and approval by ADHS:

- 8.1 Any marketing or educational materials, curricula, and promotional items, media or forms including, but not limited to, program brochures, posters, training flyers, publications, or journal articles developed or purchased using funds awarded under this Contract:
  - 8.1.1 A draft of the material shall be submitted to ADHS Health Start Program Manager for approval prior to printing;
  - 8.1.2 A copy shall be provided to ADHS Health Start Program Manager for each item created; and
  - 8.1.3 All marketing or educational materials shall bear the following "Funded in part by the Bureau of Women's and Children's Health as made available through the Arizona Department of Health Services and logo."
- 8.2 Monthly Contractor's Expenditure Report (invoice/CER) shall be approved by ADHS prior to payment;
- 8.3 Health Start Continuous Quality Improvement Indicators and Quarterly Reports;
- 8.4 Health Start Program Coordinator and/or CHW attendance at trainings not sponsored by ADHS Health Start Program prior to Health Start Program Coordinator and/or CHW attendance, and billing ADHS for the approved training per HSPPM;
- 8.5 Health Start Program Coordinator and/or CHW provided community professional training and/or workshops to community professionals prior to Health Start Program Coordinator and/or CHW conducting a training or workshop, and billing ADHS for the approved contractor provided training per HSPPM;
- 8.6 Use of any other curriculum for CHW training or for visit topic content that is not referred to in this Contract; and
- 8.7 Contractor visits to client, their families or caregivers temporarily residing in alternative living situations including, but not limited to, rehabilitation centers, jails, inpatient treatment centers or homeless shelters, and when primary caregiver is out of the home for extended periods of time, shall require approval in advance by ADHS.



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**9. Notices, Correspondence, Reports and Invoices**

9.1 Notices, Correspondence, and Reports from the Contractor to ADHS shall be sent to:

Health Start Program Manager  
Arizona Department of Health Services  
150 North 18<sup>th</sup> Avenue, Suite #320  
Phoenix, AZ 85007  
Tel: (602) 542-1860 | Fax: (602) 542-2589

9.2 Invoices shall be sent to:

[invoices@azdhs.gov](mailto:invoices@azdhs.gov)



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**SPECIAL TERMS AND CONDITIONS**

**1. Purpose**

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona, ADHS intend to establish a Contract for the materials or services as listed herein.

**2. Term of Contract (1 Year)**

The term of any resultant Contract shall commence upon signature or upon final signature for award, whichever is later, and shall continue for a period of one (1) year thereafter, unless terminated, canceled, or extended as otherwise provided herein.

**3. Contract Extensions 5 Year Maximum**

The Contract term begins upon award and shall continue for a period of one (1) year subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years.

**4. Contract Type**

**Cost Reimbursement**

**5. Licenses**

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

**6. Key Personnel**

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions.

6.1 The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State. Such notice shall be given thirty (30) days prior to the reassignment or personnel's last day assigned to the Contract.

6.2 If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.

6.3 The State Agency reserves the right to review resumes and participate in interviews for the hiring of any staff assigned to this Contract. Further, the State Agency reserves the right to deny or refuse any offered replacement personnel by the Planning Contractor.

**7. Point of Contact**

7.1 It is essential that the Contractor provide a Point of Contact, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign a specific individual to serve as a primary day-to-day contact.



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- 7.2 The Contractor agrees that, once assigned to work under this Contract, the Point of Contact shall not be removed or replaced without written notice to the State.
- 7.3 If the Point of Contact is not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or is expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.

**8. Most-Favored Customer**

Throughout the life of the Contract, the Contractor shall always offer the State the Most-Favored Customer or Highest Tier Customer price discount rate on contracted product(s) concurrent with a published price discount rate made to other Customers (both Private and Public sectors). The Contractor shall extend to the State that most-favored customer or Highest Tier Customer price discount on all new product lines during the life of the contract.

**9. Non-Exclusive Contract**

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

**10. Volume of Work**

The ADHS does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

**11. Information Disclosure**

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the Contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

**12. Employees of the Contractor**

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the ADHS or the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

**13. Order Process**

The award of a contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under contract with ADHS is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, Contract cancellation, suspension, and/or debarment of the Contractor.



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**14. Contractor Performance Reports**

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the ADHS Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Program for approval of the plan prior to sending it to the Contractor.

**15. Payment Procedures**

- 15.1 ADHS accounting will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.
- 15.2 The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them to the ADHS Accounting Office for payment.
- 15.3 If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. ADHS must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

**16. Financial Management**

- 16.1 For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for Arizona Department of Health Services funded programs shall be used by the Contractor in the management of contract funds and by the ADHS when performing a contract audit. Funds collected by the Contractor in the form of fees, donations, and/or charges for the delivery of these contract services shall be accounted for in a separate fund.
- 16.2 State Funding. Contractors receiving state funds under this Contract shall comply with the certified Compliance provisions of A.R.S. § 35-181.03.
- 16.3 Federal Funding. Contractors receiving federal funds under this contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

**17. Inspection and Acceptance**

- 17.1 All services, data, and required reports are subject to final inspection, review, evaluation, and acceptance by the ADHS. The ADHS may withhold payment for services that are deemed to not meet contract standards.

**18. Authorization for Services**

- 18.1 Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for



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services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

**19. Indemnification Clause**

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

**20. Insurance Requirements**

- 20.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- 20.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

20.3 Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

20.3.1 Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

20.3.1.1 General Aggregate \$2,000,000

20.3.1.1.1 Products – Completed Operations Aggregate \$1,000,000



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- |            |   |             |
|------------|---|-------------|
| 20.3.1.1.2 | Personal and Advertising Injury   | \$1,000,000 |
| 20.3.1.1.3 | Damage to Rented Premises   | \$ 50,000   |
| 20.3.1.1.4 | Each Occurrence   | \$1,000,000 |
| 20.3.1.2   | The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.   |             |
| 20.3.1.3   | Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.   |             |
| 20.3.2     | <b>Business Automobile Liability</b>  |             |
| 20.3.2.1   | Bodily injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this contract.  |             |
| 20.3.2.1.1 | To Combined Single Limit (CSL)  | \$1,000,000 |
| 20.3.2.2   | Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or nonOwned by the Contractor. |             |
| 20.3.2.3   | Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents and employees for losses arising from work performed by or on behalf of the Contractor.  |             |
| 20.3.3     | <b>Workers; Compensation and Employers' Liability</b>   |             |
| 20.3.3.1   | Workers Compensation  | Statutory   |
| 20.3.3.2   | <b>Employers' Liability</b>   |             |
| 20.3.3.2.1 | Each accident   | \$1,000,000 |
| 20.3.3.2.2 | Disease – Each employee   | \$1,000,000 |
| 20.3.3.2.3 | Disease – Policy Limit  | \$1,000,000 |
| 20.3.3.3   | Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents and employees for losses arising from work performed by or on behalf of the Contractor.  |             |
| 20.3.3.4   | This requirement shall not apply to each Contractor or subcontractor that is exempt   |             |



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under A.R.S. § 23.901 and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

20.3.4 Professional Liability (Errors and Omissions Liability)

20.3.4.1 Each Claim \$2,000,000

20.3.4.2 Annual Aggregate \$2,000,000

20.3.5 In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

20.3.6 The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

20.4 Additional Insurance Requirements

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

20.4.1 The Contractor's policies as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

20.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

20.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, or hand delivered to Arizona Department of Health Services, 150 N 18th Ave, Suite 260, Phoenix, AZ 85007.

20.6 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

20.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (COI) (valid ACORD form or



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equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 20.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 20.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 20.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

20.8 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

20.9 Approval and Modifications

The Contracting Agency, in consultation with State Risk, 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.

20.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**21. Health Insurance Portability and Accountability Act of 1996**

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



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

**22. Pandemic Contractual Performance**

22.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at any time prior or post award of a Contract. At a minimum, the pandemic performance plan shall include:

22.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor’s workforce;

22.1.2 Alternative methods to ensure there are products in the supply chain; and

22.1.3 An up to date list of company contacts and organizational chart.

22.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government, or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights:

22.2.1 After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections, if the Contractor cannot perform to the standards agreed upon in the initial terms;

22.2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code; and

22.2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided Contract(s).

22.3 The State, at any time, may request to see a copy of the written plan from the Contractor. The Contractor shall produce the written plan within seventy-two (72) hours of the request.

**23. Data Universal Numbering System (DUNS)**

Pursuant to 2 CFR 25.100 *et seq.*, no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.



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**24. New Services**

The State, at its sole discretion may allow new services identified by the Contractor or ADHS to be incorporated. The request may be submitted at any time during the Contract period. The requested services shall align with the current Scope of Work, Requirements, Deliverables, and Price List.

**25. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(A) of P.L. 110-252), Found at <https://www.fsrc.gov/>**

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

**26. Transition Activities**

- 26.1 The Contractor shall support the transfer of the Evaluation Reports at the conclusion of its Contract;
- 26.2 Upon termination of this Contract, if ADHS anticipates a continued need for the Contract Services specified herein and a contract is awarded to a new Contractor, there shall be a transition of services period of not less than thirty (30) days. During this period, the existing Contractor shall work closely with the new Contractor, or Contractors, personnel and/or staff to ensure a smooth and complete transfer of duties and responsibilities;
- 26.3 An authorized representative from ADHS shall coordinate all transition activities. A transition plan will be developed in conjunction with the outgoing Contractor to assist the new Contractor, or Contractors, personnel and/or staff to implement the transfer of duties;
- 26.4 ADHS reserves the right to determine which projects nearing completion will remain with the current Contractor of record.
- 26.5 The Contractor shall return all ADHS equipment, reports, and any other documentation developed during the term of the Contract that ADHS deems necessary to maintain ongoing operations.

**27. Contracting; Procurement; Investment; Prohibitions**

- 27.1 A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- 27.2 A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.



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**28. Fingerprinting and Criminal History Disclosure**

The provisions of A.R.S. § 46-141 are hereby incorporated as provisions of this Contract as they pertain to any new personnel not already covered by this requirement.

- 28.1 Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Public Safety and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- 28.2 This Contract may be canceled or terminated if the fingerprint check or the certified form of any person who is employed by a provider, whether paid or not, and who is required or allowed to provide services directly to juveniles, discloses that a person has committed or is awaiting trial on any of the following criminal offenses in this state or similar offenses in another state or jurisdiction:
- 28.2.1 Sexual abuse of a minor; sexual abuse of a vulnerable adult; incest; first or second-degree murder; sexual assault; sexual exploitation of a minor; sexual exploitation of a vulnerable adult; commercial sexual exploitation of a minor; commercial sexual exploitation of a vulnerable adult; child prostitution as prescribed in section 13-3212; child abuse; abuse of a vulnerable adult; sexual conduct with a minor; molestation of a child; molestation of a vulnerable adult; a dangerous crime against children as defined in section 13-604.01; exploitation of minors involving drug offenses; taking a child for the purposes of prostitution as prescribed in section 13-3206; and neglect or abuse of a vulnerable adult.
- 28.3 The Contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel.



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## **UNIFORM TERMS AND CONDITIONS**

### **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 Offeror to submit as part of the Offer.
- 1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or 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 Department 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.



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- 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;
  - 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



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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 non-compliance 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 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, department, division, board or commission of the State of Arizona requesting the issuance of this 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, department, 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



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



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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**

- 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;



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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 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.




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- 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 license 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 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

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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.

- 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 interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials 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.



**Part One (1) – Uniform Terms and Conditions**  
**REQUEST FOR PROPOSAL No.: BPM002372**  
**Health Start Program**

**ARIZONA DEPARTMENT  
OF HEALTH SERVICES**  
150 North 18<sup>th</sup> Ave, Suite 530  
Phoenix, AZ 85007

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 (Title 41).

**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 402, Phoenix, AZ, 85007.



**Part One (1) – Exhibit 1 – Criminal History Affidavit**  
**REQUEST FOR PROPOSAL No.: BPM002372**  
**Health Start Program**

**ARIZONA DEPARTMENT OF HEALTH SERVICES**  
 150 North 18<sup>th</sup> Ave, Suite 530  
 Phoenix, AZ 85007

**CRIMINAL HISTORY AFFIDAVIT**

Name (First, Middle, Last)		
Social Security #	Date of Birth	Area Code + Phone Number
Address (No., Street, City, State, Zip)		
Agency		Contract Number

Are you awaiting trial on or have you been convicted of committing one or more of the following offenses in this state or similar offenses in another state or jurisdictions:

- | Yes                      | No                       |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Sexual abuse of minor.  |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Incest.   |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. First or second degree murder.  |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Sexual assault.   |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Sexual exploitation of a minor.   |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Commercial sexual exploitation of a minor.  |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. A dangerous crime against children as defined in A.R.S.' 13-604.01.   |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Child Abuse.  |
| <input type="checkbox"/> | <input type="checkbox"/> | 9. Sexual conduct with a minor.  |
| <input type="checkbox"/> | <input type="checkbox"/> | 10. Molestation of a child.  |
| <input type="checkbox"/> | <input type="checkbox"/> | 11. Exploitation of minors involving drug offenses.  |
| <input type="checkbox"/> | <input type="checkbox"/> | 12. Arson  |
| <input type="checkbox"/> | <input type="checkbox"/> | 13. Felony offenses involving contributing to the delinquency of a minor.  |
| <input type="checkbox"/> | <input type="checkbox"/> | 14. Felony offenses involving sale, distribution or transportation of, offer to sell, transport or distribute or conspiracy to sell, transport or distribute marijuana, dangerous drugs or narcotic drugs.   |
| <input type="checkbox"/> | <input type="checkbox"/> | 15. Felony offenses involving the possession or use of marijuana, dangerous drugs or narcotics.  |
| <input type="checkbox"/> | <input type="checkbox"/> | 16. Burglary.  |
| <input type="checkbox"/> | <input type="checkbox"/> | 17. Aggravated or armed robbery.   |
| <input type="checkbox"/> | <input type="checkbox"/> | 18. Robbery.   |
| <input type="checkbox"/> | <input type="checkbox"/> | 19. Kidnapping.  |
| <input type="checkbox"/> | <input type="checkbox"/> | 20. Manslaughter.  |
| <input type="checkbox"/> | <input type="checkbox"/> | 21. Assault or aggravated assault.   |
| <input type="checkbox"/> | <input type="checkbox"/> | 22. Driving under the influence of intoxicating liquor or drugs as prescribed in A.R.S. ' 28-1381 or extreme driving under the influence of intoxicating liquor as prescribed in A.R.S. 28-1382 or aggravated driving under the influence of intoxication liquor or drugs as prescribed in A.R.S. ' 28-1383. (within the past three years) |
| <input type="checkbox"/> | <input type="checkbox"/> | 23. Offenses involving domestic violence.  |



**Part One (1) – Exhibit 1 – Criminal History Affidavit  
REQUEST FOR PROPOSAL No.: BPM002372  
Health Start Program**

**ARIZONA DEPARTMENT  
OF HEALTH SERVICES**  
150 North 18<sup>th</sup> Ave, Suite 530  
Phoenix, AZ 85007

**NOTARIZATION**

I hereby certify under penalty of perjury that the answers given above are true and correct to the best of my knowledge and belief.

Contractor's Name (please print): \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of Arizona, County of \_\_\_\_\_

Subscribed and sworn before me, a notary public, this \_\_\_\_\_ day of \_\_\_\_\_ 2020

My commission expires: \_\_\_\_\_

Notary Public's Signature: \_\_\_\_\_



**Part One (1) – Exhibit 2 – Health Start Monthly Billing  
Invoice  
REQUEST FOR PROPOSAL No.: BPM002372  
Health Start Program**

**ARIZONA DEPARTMENT  
OF HEALTH SERVICES**  
150 North 18<sup>th</sup> Ave, Suite 530  
Phoenix, AZ 85007

**Contractor Name:** \_\_\_\_\_ **Contract Number** \_\_\_\_\_  
**Title of Program** \_\_\_\_\_ **Health Start** \_\_\_\_\_  
**Period Covered:** **From:** \_\_\_\_\_ **To:** \_\_\_\_\_

Required Services	# Units Completed	Unit Price	Unit Description	Total
Data Preparation			Per Month	
Client Enrollments			Per Person	
Prenatal Visits			Per Person	
Family Follow-up Mom/Caregiver Visits			Per Person	
Family Follow-up Child Visits			Per Person	
Multiple-Child Visits			Per Child	
Alcohol, Tobacco, Other Drugs Screening Visits			Per Person	
Brief Intervention Visits			Per Person	
Healthy @ Home Assessments			Per Person	
Nurse Consultation			Per Hour	
Social Work/LPC Consultation			Per Hour	
Training- CHW/ Coordinator (Provide name of staff, training and dates, approvals and documentation)			Per Person/Per Day for 8 hours = 1 unit (.5 unit = < 4 hrs; 1 unit = >4 hours)	
<b>Optional Services</b>				
Pregnancy Test Visits			Per Person	
Prenatal Visit - Birth Doula Support			Per Birth/Per 24-hour period	
Classes for Clients			Per Class	
Community Classes/Training for Professionals			Per Class	
<b>TOTAL</b>				

\_\_\_\_ Approved by ADHS

\_\_\_\_ Disapproved by ADHS

\_\_\_\_ Contractor Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_ Program Manager's Signature \_\_\_\_\_ Date \_\_\_\_\_



**ATTACHMENT B**  
**Notices, Correspondence and Payments**  
**REQUEST FOR PROPOSAL No.: BPM002372**  
**HEALTH START PROGRAM**

**ARIZONA DEPARTMENT  
OF HEALTH SERVICES**  
150 N. 18<sup>th</sup> Avenue, Suite 530  
Phoenix, Arizona 85007

**Notices, Correspondence and Payments to the Contractor shall be sent to:**  
(Print and complete the information below and attach to your Bid in the offer info and docs tab.)

**Contractor:** Cochise Health & Social Services

**Attention:** Carrie Langley, Health Director

**Address:** 1415 Melody Lane, Bldg A

**City, State, Zip:** Bisbee, AZ 85603

**Telephone:** 520-432-9468

**Email:** clangley@cochise.az.gov

**Attention:** Barbara Reeves

**Telephone:** 520-432-9412

**Email:** breeves@cochise.az.gov



**ATTACHMENT C**  
**Designation of Confidential, Trade Secret &**  
**Proprietary Information**  
**REQUEST FOR PROPOSAL No.: BPM002372**

**ARIZONA DEPARTMENT  
OF HEALTH SERVICES**  
150 N. 18<sup>th</sup> Avenue, Suite 530  
Phoenix, Arizona 85007

**HEALTH START PROGRAM**

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that is proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination as to whether any of the materials submitted as part of the solicitation response should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

**All offerors must select one of the following:**

My response **does not** contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with **A.A.C. R2-7-C317**.

My response **does** contain trade secret information because it contains information that:

1. Is a formula, pattern, compilation, program, device, method, technique or process, **AND**
2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; **AND**
3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

**Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All Information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. The State reserves the right to make its own determination of Proposer's trade secret materials through a written determination in accordance with A.A.C. R2-7-103.**

If the State agrees with the proposer's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, proposer agrees that the entire offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Cochise Health & Social Services

Company Name

1415 Melody Lane, Bldg A

Address

Bisbee

AZ

85603

City

State

Zip

  
Signature of Person Authorized to Sign

Carrie Langely

Printed Name

Health Director

Title



**ATTACHMENT C**  
**Designation of Confidential, Trade Secret &  
Proprietary Information**  
**REQUEST FOR PROPOSAL No.: BPM002372**  
**HEALTH START PROGRAM**

**ARIZONA DEPARTMENT  
OF HEALTH SERVICES**  
150 N. 18<sup>th</sup> Avenue, Suite 530  
Phoenix, Arizona 85007

**R2-7-103. Confidential Information**

- A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.
- C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:
1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;
  2. The designated information is not confidential; or
  3. Additional information is required before a final confidentiality determination can be made.
- D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a **review** of the determination by the state procurement administrator.
- E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:
1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or
  2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.



**ATTACHMENT D**  
**Participation if Boycott of Israel**  
**REQUEST FOR PROPOSAL No.: BPM002372**  
**HEALTH START PROGRAM**

**ARIZONA DEPARTMENT  
OF HEALTH SERVICES**  
150 N. 18<sup>th</sup> Avenue, Suite 530  
Phoenix, Arizona 85007

**Boycott of Israel Disclosure**

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
  - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
3. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 *et seq.*, all offerors must select one of the following:

- The Company submitting this Offer does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq.* I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- The Company submitting this Offer, ~~dg~~ participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq.*
- Exempt Solicitation, Contract, or Contractor.**

Indicate which of the following statements applies to this Contract:

- Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor ~~is a~~ sole proprietorship;
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.



**ATTACHMENT D**  
**Participation if Boycott of Israel**  
**REQUEST FOR PROPOSAL No.: BPM002372**  
**HEALTH START PROGRAM**

**ARIZONA DEPARTMENT  
OF HEALTH SERVICES**  
150 N. 18<sup>th</sup> Avenue, Suite 530  
Phoenix, Arizona 85007

**Cochise Health & Social Services**

Company Name

**1415 Melody Lane, Bldg A**

Address

**Bisbee**

**AZ**

**85603**

City

State

Zip

Signature of Person Authorized to Sign

**Carrie Langley**

Printed Name

**Health Director**

Title



**ATTACHMENT E**  
**Budget Development Guidelines**  
**& Annual Budget Development Worksheet**  
**REQUEST FOR PROPOSAL No.: BPM002372**

**ARIZONA DEPARTMENT**  
**OF HEALTH SERVICES**  
 150 N. 18<sup>th</sup> Avenue, Suite 530  
 Phoenix, Arizona 85007

**HEALTH START PROGRAM**

**Annual Budget Development Worksheet**

1. Personnel (use additional pages, if necessary)		Total Salary for % Allocated
FTE%	Position/Title	Name of Emolovee
See attached List of Personnel		\$
*Do not use "cents" on projected expenses. Round up or round down. *must be "WHOLE" percentages (Do Not use 25.3% - it is either 25% or 26% ex.)		TOTAL \$ 217,350.00
<b>2. Insurance</b>		
Item	Basis: FICA@ 7.65%, UIB-0, WC@ .28%, Retirement@ 12.11%, Life Ins-0, Health Ins@ \$7,160 per 1 FTE	
FICA		\$ 16,627.00
Unemployment Insurance		\$ 0.00
Worker's Compensation		\$ 609.00
Retirement		\$ 26,321.00
Life Insurance		\$ 0.00
Health Insurance		\$ 46,540.00
		TOTAL \$ 90,097.00
<b>3. Prof Services</b>		
Item	Basis	
See attached list of Prof Svc		\$
		TOTAL \$ 3,000.00
<b>4. Travel</b>		
Item	Basis	
Reimbursement Per the ADOA General Accounting Office guidelines: <a href="http://www.gao.az.gov/travel/">www.gao.az.gov/travel/</a> See attached list of Expenses		\$
		TOTAL \$ 10,816.00
<b>5. Other Operating</b>		
Item	Basis	
See attached list of Expenses		\$
		TOTAL \$ 24,051.00
<b>6. Other</b>		
Item	Basis	
		\$
		TOTAL \$ 0.00
<b>7. Indirect Costs</b>		
Item	Basis	
Indirect cost rate @ 2.5% of Personnel + EREs		\$
		TOTAL \$ 7,686.00
		<b>*GRAND TOTAL \$ 353,000.00</b>

	<b>ATTACHMENT E</b> <b>Budget Development Guidelines</b> <b>&amp; Annual Budget Development Worksheet</b> <b>REQUEST FOR PROPOSAL No.: BPM002372</b>  <b>HEALTH START PROGRAM</b>	<b>ARIZONA DEPARTMENT</b> <b>OF HEALTH SERVICES</b> 150 N. 18 <sup>th</sup> Avenue, Suite 530 Phoenix, Arizona 85007
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Annual Budget Development Worksheet  
**LIST OF PERSONNEL & EXPENSES**

PERSONNEL - POSITION/TITLE	NAME OF EMPLOYEE	FTE	SALARY FOR % FTE
Health Start Manager	LaRae Swartz @ \$44,000/\$21.15/hr	1.00	\$ 44,000.00
Community Health Worker	Letty Aparicio @ \$15.87/hr	1.00	\$ 33,000.00
Community Health Worker	Jeannette Cazares @ \$15.38/hr	1.00	\$ 32,000.00
Community Health Worker	Paullette Ollivarria @ \$14.42/hr	1.00	\$ 30,000.00
Community Health Worker	John Hosterman @ \$14.42/hr	1.00	\$ 30,000.00
Community Health Worker	Lydia Flores @\$14.42/hr	1.00	\$ 30,000.00
Community Health Worker	Marcia Mitchell @\$17.64/hr	0.50	\$ 18,350.00

PROFESSIONAL & OUTSIDE SERVICES		
Consultant/LCSW- Lorna Sedillos - to provide reflective supervision:		
40 hours of individual/group supervision @ \$65/hour		\$ 2,600.00
Consultant/RN - CHSS Nursing - to provide nursing consultation:		
- 10 hours of individual/group supervision @ \$40/hr		\$ 400.00

TRAVEL EXPENSES		
Travel expenses (hotel) - 2 state meetings/PHX x 7 staff x 2 nights x \$100		\$ 2,800.00
Travel expenses (per diem)		\$ 476.00
Travel expenses (in-county personal mileage reimb @ .29/mile x 1500 miles)		\$ -
Fleet (in-county travel @ .29/mile x 25,000 miles)		\$ 7,250.00
Fleet (out-of-county travel @ .29/mile x 1,000 miles)		\$ 290.00

OTHER OPERATING EXPENSES		
General Office Supplies		\$ 578.00
Computers (Data Processing) - laptop replacement plan 6 @ \$375		\$ 2,250.00
Equipment (car seats & pack-n-plays)		\$ 6,523.00
General Operating Supply		\$ 7,350.00
Phone/cell phone/long distance		\$ 250.00
Postage		\$ 100.00
Conference funding for professionals (food & supplies)		\$ 2,000.00
Office Equipment Operation Lease (copier)		\$ 3,000.00
Printing		\$ 2,000.00



**Attachment F**  
**Annual Health Start Services Projection Form**  
**REQUEST FOR PROPOSAL No.: BPM002372**  
**HEALTH START PROGRAM**

**ARIZONA DEPARTMENT OF HEALTH SERVICES**  
 150 N. 181h Avenue, Suite 530  
 Phoenix, Arizona 85007

**Annual Health Start Services Pr-ojection Form 7/1/2020 - 6/30/2021**

SERVICE DESCRIPTION	UNIT OF MEASURE	UNIT RATE	FREQUENCY	FUNDING LINE	ANNUAL TOTALS
			HEALTH START	HEALTH STARTS	
Data Preparation	Per Month	\$300.00	12	\$3,600	<b>\$3,600</b>
Client Enrollments	Per Person	\$100.00	180	\$18,000	<b>\$18,000</b>
Client Visits Prenatal	Per Person	\$130.00	800	\$104,000	<b>\$104,000</b>
Client Visits Family Follow-Up-Mom/caregiver	Per Person	\$130.00	650	\$84,500	<b>\$84,500</b>
Client Visits Family Follow-Up-Child	Per Person	\$130.00	470	\$61,100	<b>\$61,100</b>
Multiple-Child Visits	Per Child	\$90.00	150	\$13,500	<b>\$13,500</b>
Alcohol, Tobacco, Other Drug screening Visits	Per Person	\$35.00	200	\$7,000	<b>\$7,000</b>
Brief Intervention Visits	Per Person	\$35.00	50	\$1,750	<b>\$1,750</b>
Healthy @ Home Assessments	Per Person	\$35.00	150	\$5,250	<b>\$5,250</b>
Nurse Consultation	Per Hour	\$40.00	10	\$400	<b>\$400</b>
Social Work/LPC Consultation	Per Hour	\$65.00	40	\$2,600	<b>\$2,600</b>
Training-CHW/CHN/Coordinator	Per Day	\$300.00	100	\$30,000	<b>\$30,000</b>
<b>Optional Services</b>					
Pregnancy Test Visits	Per Person	\$50.00	126	\$6,300	<b>\$6,300</b>
Prenatal Visits - Birth Doula Support	Optional	0	0	\$0	<b>\$0</b>
Classes for Clients	Per Class	\$300.00	35	\$10,500	<b>\$10,500</b>
Community Classes/training for Professionals	Per Person	\$300.00	15	\$4,500	<b>\$4,500</b>
<b>Individual Health Start Totals</b>				<b>\$353,000</b>	<b>\$353,000</b>
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>				<b>\$353,000</b>	

...Per Person/Per Day/Per the ADHS General Accounting Office guidelines [www.gao.az.gov/travel](http://www.gao.az.gov/travel)

**Note: Do not use "cents" for unit rates**



**Attachment G**  
**List of Other Funding Sources**  
**REQUEST FOR PROPOSAL No.: BPM002372**  
**HEALTH START PROGRAM**

**ARIZONA DEPARTMENT**  
**OF HEALTH SERVICES**  
 150 N. 18<sup>th</sup> Avenue, Suite 530  
 Phoenix, Arizona 85007

List of Other Funding Sources

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source that may be utilized to support the proposed program. Also list all funding received by your agency that is utilized to provide related services. Use a continuation sheet if necessary.

Type of Funding (Federal, State, local, other)	Received From	Amount	Term of Funding (Effective date/Endina date)
None			
TOTAL:			



**Attachment H**  
**Key/Essential Personnel**  
**REQUEST FOR PROPOSAL No.: BPM002372**  
**HEALTH START PROGRAM**

**ARIZONA DEPARTMENT OF HEALTH SERVICES**  
 150 N. 18<sup>th</sup> Avenue, Suite 530  
 Phoenix, Arizona 85007

**Key/Essential Personnel**

**INSTRUCTIONS:**

List all key personnel by name, position and/or title, responsibilities and percent of time assigned to this Contract. Key personnel are defined as staff involved in the planning, administration, operation and/or monitoring of this Contract.

Applicant shall attach a resume for each of the key personnel proposed.

Name	Position/Title	Anticipated Date of Hire	Responsibilities	% Time Assigned to Contract
LaRae Swartz	Program Coordinator	November 23, 2013	Program Coordination	100%
Letty Aparicio	Community Health Worker	June 12, 2009	Direct Client Service	100%
Jeanette Cazares	Community Health Worker	August6,2012	Direct Client Service	100%
Lydia Flores	Community Health Worker	January 12, 2020	Direct Client Service	100%
John Hosterman	Community Health Worker	June 18, 2018	Direct Client Service	100%
Paullette Olivaria	Community Health Worker	September 25, 2017	Direct Client Service	100%
Marcia Mitchell	Community Health Worker	August18,2016	Outreach & Education	50%

Code	Field type	Label	Qty	Order	Unit	Deliv. date	Unit price	Amount	Deliv. date_1
I1_1	Required Item	Health Start Program: Data Preparation	1		MO		300	300	
I1_2	Required Item	Health Start Program: Client Enrollments	1		PERSON		100	100	
I1_3	Required Item	Health Start Program: Prenatal Visits	1		PERSON		130	130	
I1_4	Required Item	Health Start Program: Client Family Follow-up Visits (Mom/Caregiver)	1		PERSON		130	130	
I1_5	Required Item	Health Start Program: Client Family Follow-up Visits (Child)	1		PERSON		130	130	
I1_6	Required Item	Health Start Program: Multiple Child Visits	1		PERSON		90	90	
I1_7	Required Item	Health Start Program: Alcohol, Tobacco, Other Drugs Screening Visits	1		PERSON		35	35	
I1_8	Required Item	Health Start Program: Brief Intervention Visits	1		PERSON		35	35	
I1_9	Required Item	Health Start Program: Healthy @ Home Assessments	1		PERSON		35	35	
I1_10	Required Item	Health Start Program: Nurse Consultation	1		HR		40	40	
I1_11	Required Item	Health Start Program: Social Work/LPC Consultation	1		HR		65	65	
I1_12	Required Item	Health Start Program: Training CHW/Coordinator	1		DAY		300	300	
I1_13	Required Item	Health Start Program: Pregnancy Test Visits (Optional Services)	1		PERSON		50	50	
I1_14	Required Item	Health Start Program: Health Start Program: Prenatal Visits - Birth Doula Support (Optional Services)	1		PERSON		0	0	
I1_15	Required Item	Health Start Program: Classes for Clients (Optional Services)	1		EA		300	300	
I1_16	Required Item	Health Start Program: Community Professional Health Education and Outreach Training Classes or Workshops (Optional Services)	1	10	EA		300	300	

# Cochise Health & Social Services

The screenshot shows the ACC eCorp search interface. At the top left is the ACC logo. A search bar at the top right contains the text "Search for an Entity Name" and the eCorp logo. Below the search bar, there is a "SEARCH" section with a "Search Type:" dropdown menu set to "Starts With". A message prompts the user to "Enter search criteria into one of the below search fields (required):". There are four input fields: "Entity Name" (containing "Cochise Health & Social Services"), "Statutory Agent Name", "Principal Name", and "Entity ID". Below this is a "FILTER BY" section with an "Entity Type:" dropdown menu set to "All". A white modal box is centered on the screen, displaying an orange exclamation mark icon and the text "No search results were found" with an "OK" button below it.

The screenshot shows the Office of Inspector General website. The header includes the OIG logo, the text "U.S. Department of Health & Human Services", and a search bar with the text "Report #, Topic, Keyword.." and a "Search" button. Below the header is a navigation menu with links for "About OIG", "Reports & Publications", "Fraud", "Compliance", "Exclusions", "Newsroom", and "Careers". The main content area shows a breadcrumb trail "Home > Exclusions" and a tip: "Visit our tips page to learn how to best use the Exclusions Database. If you experience technical difficulties, please email the webmaster at webmaster@oig.hhs.gov." The search results are titled "Exclusions Search Results: Entities" with a question mark icon. Below the title, it says "No Results were found for" followed by a list item "Cochise Health & Social Services". A message with an exclamation mark icon states: "If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation". Below this is a "Search Again" link. At the bottom, it says "Search conducted 4/11/2024 5:24:09 PM EST on OIG LEIE Exclusions database. Source data updated on 4/10/2024 9:00:00 AM EST" and a "Return to Search" link.

- Entity Registration
  - Core Data
  - Business Information
  - Entity Types
  - Financial Information
  - Points of Contact
  - Assertions
  - Reps and Certs
  - Exclusions
  - Responsibility / Qualification


### COCHISE COUNTY Active Registration

Unique Entity ID	CAGE/NCAGE	Expiration Date
<b>HKFEJEM7EL88</b>	<b>38DF8</b>	Feb 12, 2025

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Physical Address	Mailing Address
<b>1415 Melody LN</b> <b>Bisbee, Arizona</b> <b>85603-3037, United States</b>	<b>1415 Melody Lane</b> <b>Building A</b> <b>Bisbee, Arizona</b> <b>85603, United States</b>

Purpose of Registration  
**Federal Assistance Awards Only**

Version  
Current Record 

**BUSINESS INFORMATION**