



OFFER AND ACCEPTANCE
SOLICITATION NO: HP961245

ARIZONA ADHS
 OF HEALTH SERVICES
 1740 West Adams Street
 Phoenix, Arizona 85007
 (602) 542-1040
 (602) 542-1741 Fax

Submit this form with an original signature to the:

Arizona DEPARTMENT of Health Services
 Office of Procurement
 1740 West Adams, Room 303
 Phoenix, Arizona 85007

The Undersigned hereby Offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation.
 In accordance with A.R.S. 35-393.06, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
 In accordance with A.R.S. 35-391.06, the Offeror hereby certifies that the Offeror does not have any scrutinized business operations in Sudan.

Arizona Transaction (Sales) Privilege Tax License No:

Federal Employer Identification No: 86-6000444

For Clarification of this Offer. Contact:

Name: David H. Fletcher
 Telephone: 928-425-3189 ext. 8801
 FAX: 928-425-0794

Gila County Division of Health & Community Services
 Company Name

115 S. Apache Ave. Suite 100
 Address

Globe, Arizona 85501
 City, State, ZIP Code

Shirley Dawson
 Signature of Person Authorized to Sign Offer

Ms. Shirley Dawson
 Printed Name

Chairman, Board of Supervisors
 Title

OFFER ACCEPTANCE AND CONTRACT AWARD (For State of Arizona Use Only)

Your Offer is hereby accepted as described in the Notice of Award. The Contractor is now bound to perform based upon the Solicitation and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract Number: HP961245 - 003

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed purchase order or contract release document or written notice to proceed, if applicable.

State of Arizona

Awarded this 30th day of June, 2009

Elizabeth Pryle
 DEPUTY CHIEF PROCUREMENT OFFICER

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SOLICITATION AMENDMENT ONE (1)

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, AZ 85007
(602) 542-1040
(602) 542-1741 fax

Solicitation Due Date: April 8, 2009 at

3:00 P.M

Contact: Christine Ruth

A signed copy of this amendment must be submitted with your Solicitation Response This Solicitation is amended as follows:

Solicitation HP961245 is amended as follows:

- 1 The Scope of Work, Page Twenty-eight (28), Paragraph One (1), Tasks, Section 12 is replaced in its entirety to read as follows:
 - 1 2 Provide a program that recruits, hires, trains, and supervises community health nurses. If early interventionists and/or social workers are part of the home based visitation program, they shall also be recruited, hired, trained and supervised.
- 2 Replace the Price Sheet, Page Thirty-two (32) in its entirety with the Price Sheet, Page Two (2) of this Solicitation Amendment

Vendor hereby acknowledges receipt and understanding of above amendment

Shirley Dawson
Signature _____
Date 3/30/09
Date

The above referenced Solicitation Amendment is hereby executed this 23rd day of March, 2009 in Phoenix, Arizona.

Christine Ruth

Signature

Name and Title:

Shirley Dawson, Chairman, Board
Name of Company: of Supervisors
Gila County

Title: Christine Ruth, Chief Procurement Officer

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A. Definition of Terms As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
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 of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract
4. *"Contractor"* means any person who has a Contract with the State.
5. *"Days"* means calendar days unless otherwise specified
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
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
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
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.
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.
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.
12. *"State"* means the State of Arizona and ADHS or Agency of the State that executes the Contract.
13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,

B Contract Interpretation

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. **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it
3. **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.1 Special Terms and Conditions;
 - 3.2 Uniform Terms and Conditions;

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- 3.3 Statement or Scope of Work;
 - 3.4 Specifications;
 - 3.5 Attachments;
 - 3.6 Exhibits; and
 - 3.7 Documents referenced or included in the Solicitation
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.
 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
 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
 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.

C. Contract administration and operation.

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.
2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
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.
4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
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.
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.

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- 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.
- 9 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, ADHS, division, board or commission of the State of Arizona requesting the issuance of the contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, ADHS, division, board or commission of the State of Arizona requesting the issuance of this contract.

D. Costs and Payments

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.
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.
3. Applicable Taxes.
 - 3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes
 - 3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes
 - 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.
 - 3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.
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.
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:
 - 5.1 Accept a decrease in price Offered by the Contractor;

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- 5.2 Cancel the Contract; or
- 5.3 Cancel the contract and re-solicit the requirements.

E. Contract Changes

- 1. **Amendments.** This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 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.
- 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.

F. Risk and Liability

- 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.
- 2. **Indemnification**
 - 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.
 - 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."
- 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.
- 4. **Force Majeure.**
 - 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

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includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence

4.2 Force Majeure shall not include the following occurrences:

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;

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

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

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.

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.

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.

G. Warranties

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

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:

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

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

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

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

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

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

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.

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5. Year 2000

- 5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
- 5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

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

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

- 7.1 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.
- 7.2 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.

H. State's Contractual Remedies

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.
2. Stop Work Order.
- 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.

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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.

3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive
4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it
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.

I. Contract Termination

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
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.
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.
4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
5. Termination for Default
 - 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

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progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

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

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

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.

J. 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.

K. 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.

L. 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 104, Phoenix, Arizona, 85007

SPECIAL TERMS AND CONDITIONS
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A. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona, Department of Health Services (ADHS) intends to establish a contract for the materials or services as listed herein.

B. Term of Contract (3 Years)

The term of any resultant contract shall commence on July 1, 2009, and shall continue for a period of three (3) years thereafter, unless terminated, canceled or extended as otherwise provided herein

C. Contract Extensions 5 Year Maximum

The initial contract term is for a three (3) year period subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years

D. Contract Type

Fixed Price

E. 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.

F. 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 contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State

G. Key Personnel

It is essential that the Contractor provide adequate experienced key and essential personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor shall agree to assign specific individuals to the key positions. "Key Personnel" is defined as directors, managers and supervisors that shall be responsible for the complete delivery of services, schedule, supervision of staff and preparation and delivery of reports. "Essential personnel" is defined as the staff required to perform the assigned tasks, including but not limited to, graphic design artists, customer service representatives, printing experts, warehouse fulfillment staff and shipping clerks.

At a minimum key personnel shall include a Project Manager with the technical qualifications to fully support the ADHS Program Unit Managers and ensure Contractor performance throughout the term of the Contract, as described in the Special Instructions

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.
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 ADH Program Unit Manager, and shall, subject to the concurrence of ADHS, replace such personnel with personnel of substantially equal ability and qualifications.

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H. Price Adjustment

Contractor prices accepted and subsequently awarded by a Contract shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the Contract has been in effect for one (1) year. The ADHS Procurement Office will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested, including information contained in the Consumer Price Index or similar official cost analysis to support any requested price increase. Any price increase adjustment, if approved, will be effective upon execution of a written Contract amendment. Likewise, the Contractor shall offer the State a price adjustment reduction concurrent with reduced costs from their suppliers. Price reductions will become effective upon execution of a Contract amendment.

I. 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.

J. Volume of Work

ADHS does not guarantee a specific amount of work either for the life of this Contract or on an annual basis ADHS anticipates activity. However, all work to be performed under this Contract will be authorized by a Purchase Order issued by the Program placing the order. Quantities will be provided for each item to be produced and delivered by the Contractor.

K. 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.

L. 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.

M. 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.

N. 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 Procurement Specialist for approval of the plan.

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O. Payment Procedures

ADHS accounting will not make payments to any Entity, Group or individual other than the Vendor with the Federal Employer Identification (FEI) Number identified in the Contract. Vendor invoices requesting payment to any Entity, Group or individual other than the contractually specified Vendor shall be returned to the Vendor for correction.

The Vendor shall review and insure that the invoices for services provided show the correct Vendor name prior to sending them to the ADHS Accounting Office for payment.

If the Vendor Name and FEI Number change, the Vendor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Vendor. 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 Vendor and entered into the system prior to any payments being made to the new Vendor.

P. Financial Management

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.

State Funding. Contractors receiving state funds under this Contract shall comply with the certified Compliance provisions of A.R.S. § 35-181.03

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.

Q. Inspection and Acceptance

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.

R. Authorization for Services

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 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.

S. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

1. The 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. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

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3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph one (1).

T. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition 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.

U. Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its 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.

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.

V. Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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 might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1.1 Commercial General Liability – Occurrence Form

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000

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- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: *“The Department of Health Services, the State of Arizona, its Departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.*
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor

1.2 Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: *“The Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.*

1.3 Worker’s Compensation and Employers’ Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH Contractor or subcontractors exempt under A.R.S. 23-901, and when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

1.4 Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. 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 that 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.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
2. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
- 2.1 The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract;
- 2.2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources; and
- 2.3 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract
2. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **The Arizona Department of Health Services, 1740 West Adams, Room, 303, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.
3. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with 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.
4. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract
- All certificates required by this Contract shall be sent directly to **The Arizona Department of Health Services, 1740 West Adams, Room 303, Phoenix, AZ 85007**. 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, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
5. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
6. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
8. **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.

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W. Health Insurance Portability and Accountability Act of 1996

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's 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 the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services 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 the 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 ADHS HIPAA Compliance Officer.

X. Pandemic Contractual Performance

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 anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - 1.1 Key succession and performance planning if there is a sudden significant decrease in contractor's workforce;
 - 1.2 Alternative methods to ensure there are products in the supply chain; and
 - 1.3 An up to date list of company contacts and organizational chart.
2. In the event of a pandemic, as declared 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:
 - 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;
 - 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
 - 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)

Y. Transition Activities

1. 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.
2. 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

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3. ADHS reserves the right to determine which projects nearing completion will remain with the current Contractor of record.
4. 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.

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**High Risk Perinatal Program/Newborn Intensive Care Program (HRPP/NICP)
Community Nursing**

A. Background

Prior to 1967, Arizona had one of the highest infant mortality rates in the country. That same year, in an effort to reduce the infant mortality rates, the State of Arizona (State) applied for and received a federal demonstration grant. The grant was designed to reduce infant death by transporting critically ill newborns from rural hospitals into intensive care centers. To meet the federal grant requirements community health nurses also followed infants for five (5) years. Between 1967 and 1971 there was a significant reduction in infant mortality. The State began funding the transport program in 1972.

In 1975 Arizona received a Robert Wood Johnson Foundation Grant to develop regionalized perinatal care. A component of that system was the follow-up of families whose infants were enrolled in the Newborn Intensive Care Program (NICP) up to the infant's first year of age.

In the late 1980's the Office of Women's and Children's Health (OWCH) in coordination with the County Health Departments identified a need for community health nursing home-based services for those infants who may not have been critically ill at birth but were diagnosed with problems at a later date. These other children with special health care needs are now also receiving home visits in all counties. The OWCH and the Office for Children with Special Health Care Needs (OCSHCN) have collaborated to support the home visiting program that provides assessment and intervention for eligible children. The age level for services was extended to three (3) years for NICP and twenty-one (21) years for OCSHCN eligible children.

The Community Health Nurse (CHN) Program is an important part of ensuring that each child is receiving the appropriate level of services for improved development and growth, which may include being part of a team of caregivers that work collaboratively.

The goals of the Community Nursing Program are:

1. Reduce infant mortality and morbidity. This is accomplished by specially trained Community Health Nurses (CHNs) and other qualified health professionals who through a home visiting program complete a physical, developmental, psychosocial and environmental assessment of infants, provide family support and early intervention along with referral services to community resources as needed and provide intraconception support and education to the mother.
2. Assure that high standards of care and service are provided and maintained; and
3. Implement a family-centered interdisciplinary approach to home based service.

B. Objective

Assist in the smooth transition of medically fragile NICP enrolled infants and their families from a Newborn Intensive Care Unit to home and provide family-centered, culturally and developmentally appropriate coordinated home visiting services to these infants and other children and families identified with special health care needs. This care will include collaborating with the mothers on issues related to their own wellbeing in an effort to improve their ability to meet the needs of the enrolled infants and decrease the likelihood of a poor birth outcome with subsequent pregnancies.

C. Scope of Work

The Contractor shall assume the responsibility for the provision of a home visitation program for infants enrolled in the HRPP/NICP to include physical, developmental, psychosocial and environmental assessment of the discharged infant and a post partum wellness assessment of the mother as well as an assessment of her interconception health status. This shall include coordination of and referral to community services, as needed, and follow up for infants identified by Newborn Screening Program as needing repeat testing.

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1. Tasks

The Contractor shall:

- 1.1 Provide a home based visitation program, which shall include a CHN, and may include an early interventionist and/or a social worker for children enrolled in the NICP or other children with special health care needs.
- 1.2 Provide a program that at a minimum recruits, hires, trains, and supervises community health nurses, early interventionists and social workers;
- 1.3 Contact the enrolled family within one (1) week of receiving the Discharge Form
- 1.4 Perform an initial visit to the enrolled infant/family within two (2) weeks of receipt of the Discharge Form;
- 1.5 Ensure the initial home visit shall be done by a CHN, and subsequent visits shall be made by appropriate professionals. All visits with children having on-going medical problems shall be done by a CHN;
- 1.6 Ensure that a physical, developmental, psychosocial and environmental assessment of the enrolled infant and a post partum wellness assessment of the mother is performed at the initial visit;
- 1.8 Provide post partum wellness screening and provide interconception support and education to the mother;
- 1.9 Coordinate service area with other contracted CHN agencies when providing services in the same metropolitan area;
- 1.10. Coordinate with other providers and make referrals to appropriate services within the community and prevent duplication of services;
- 1.11 Assure professional competency with high-risk infants and toddlers;
- 1.12 Orient new staff and ensure continuing education and ongoing supervision of staff for this program;
- 1.13 Identify and enroll Children with Special Health Care Needs (OCSHCN);
- 1.14 Provide assistance to the ADHS Newborn Screening Program in locating families and facilitating the collection and submission of another newborn screening test for infants with a previously abnormal test result;
- 1.15 Provide continuous quality improvement (CQI) for community nursing services based on specific indicators, as determined by ADHS and the Contractor;
- 1.16 Attend the weekly Discharge Planning meetings at Level II Enhanced Qualification and Level III Newborn Intensive Care Units as appropriate;
- 1.17 Ensure that all newly licensed nurses shadow an experienced licensed nurse for a home visit until they are qualified to complete a visit on their own; and
- 1.18 Within one (1) week of discharge, send a letter to families where a newborn infant may be enrolled in the program by the family, but has been determined to be low- versus high-risk and does not require an initial visit. The family may request a follow-up visit.

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D. Requirements

The Contractor Shall:

1. Employ Arizona Licensed Registered Nurses with Basic Life Support Certification, experienced in pediatrics and/or NICU and who, at a minimum, have a Bachelor of Science Degree. Social Workers shall be a Licensed Master Social Worker and/or hold a Master of Social Work degree. Early Interventionists shall have a minimum of a Bachelor's degree and be licensed in early childhood, early childhood special education or a closely related field, hold a valid Arizona license as a speech-language pathologist, or be certified as an audiologist, physical therapist or occupational therapist.
2. Provide the required documentation of the home visitation to ADHS which consists of: an orientation log, completed follow-up forms, monthly invoices, log of clients seen, and quarterly reports.
3. Maintain all necessary permits and licenses, when applicable, and be licensed to provide service in Arizona.
4. Provide and update, as requested by ADHS, the following plans to provide service:
 - 4.1 Recruitment, hiring, training, supervision and ongoing professional competency of community health nurses, early interventionists and social workers that have contact with infants, toddler and families;
 - 4.2 Map of areas of service, including but not limited to, the projected number of clients to be served;
 - 4.3 Family contact within one (1) week of receipt of Discharge Form;
 - 4.4 Home visits, including but not limited to, first home visit within two (2) weeks of receipt of the Discharge Form.
 - 4.5 Assessments, including but not limited to physical, developmental, psychosocial and environmental for enrolled infant and post partum wellness of the mother, including but not limited to, interconception support and education;
 - 4.6 Coordination with other CHN agencies providing services within the same metropolitan or local area;
 - 4.7 Orientation, continuing education and supervision of Contractor staff;
 - 4.8 Identification and enrollment of children with special health care needs;
 - 4.9 Location of families and facilitation the collection and submission of additional newborn screening tests for infants with a previously abnormal test result;
 - 4.10 Provision of continuous quality improvement; and
 - 4.11 Attendance at weekly Discharge Planning meetings at Level II Enhanced Qualification and Level III Newborn Intensive Care Units as requested
5. All services for this contract shall be performed in accordance with the Community Nursing Services Policy and Procedure Manual.

E. Reference Documents

1. ADHS CHN Policy and Procedure Manual, which is available from the ADHS Program Manager and during the solicitation process is available on the ADHS website, www.azdhs.gov/procurement/rfps.htm.

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F. State Provided Items

1. Upon Contract award, ADHS shall provide, or provide access to, the following items:
 - 1.1 Follow-up visit forms;
 - 1.2 Quarterly Report form,
 - 1.3 ADHS CHN Policy and Procedure Manual;
 - 1.4 IFSP Model forms; and
 - 1.5 ADHS Newborn Screening Guidelines.

G. Approvals

1. ADHS approval of all plans identified in the Requirements prior to implementation;
2. ADHS approval and completion of forms and invoices prior to payment;
3. Review and approval of Quality Assurance Indicators to be submitted to ADHS for approval at formal site visits; and
4. ADHS approval of training prior to classes being scheduled.

H. Deliverables

1. Follow-up visit forms, client log, and invoice within thirty (30) days after the end of each month;
2. Follow-up Newborn Screening forms within thirty (30) days after the end of the month;
3. Completed Orientation Education Log immediately following completion of orientation;
4. Quarterly Progress Report including, but not limited to, all Tasks and data related to infants not receiving home visits, due October, January, April and July;
5. Enrollment Status Change Form for all NICP clients within thirty (30) days after the end of the month;
6. A valid Certificate of Insurance within ten (10) days of Contract award. A Purchase Order shall not be issued for the Contractor to begin work without valid and correct insurance in the Contract file; and
7. State of Arizona Substitute W-9 Form, if required.

I. Notices, Correspondence, Reports and Invoices

1. Notices, Correspondence and Reports from the Contractor shall be mailed to:

Arizona Department of Health Services
Community Nursing Program Manager
150 North 18th Avenue, Suite 320
Phoenix, Arizona. 85007-3242

educational offerings not sponsored by ADHS. Our Community Health Nurses participate in NICP/OCSHCN sponsored training annually. They are informed of any additional training available and approved by the State. All of our staff is encouraged to seek out educational opportunities designed to strengthen their skills, provide updated information and support the activities of the community health nurse.

The Gila County Office of Health will follow all policy and procedures as outlined in the "Community Nursing Services" policy and procedure manual dated 07/01/2009.

PRIOR PROJECTS:

The Gila County Office of Health has been providing services for the High Risk Perinatal Program/Newborn Intensive Care Program Community Nursing since 1999. Mary Ellen Cunningham M.P.A.,R.N., the High Risk Perinatal Program Section Manager can be contacted at the Arizona Department of Health Services, Bureau of Women's and Children's Health, 150 N. 18th Avenue, Suite 320, Phoenix, Arizona 85007-3242. Her telephone numbers are 602-364-1453, cell 602-448-0525, and fax 602-364-1494. Ms. Cunningham's e-mail address is cunninm@azdhs.gov. Information can be obtained regarding our annual site visits.

All projects similar to those described in this solicitation have been funded through ADHS. Gila County currently provides Health Start home visitation services. Health Start has a lay health worker that provides support and education to families in the community. It starts during pregnancy providing monthly self-guided home visits. After the infant is born, the program provides interconceptual health visits and ages and stages developmental assessments. For more information please contact Sarah Rumann at the Arizona Department of Health Service, Bureau of Women's and Children's Health, Health Start Program Manager at (602)364-1421. Her e-mail address is Rumanns@azdhs.gov.

The Gila County Office of Health has previously received direct grants from the US HRSA, Susan G. Komen Foundation and the Arizona DES, and Arizona Governor's Council for Public Safety. The HRSA grant was for Community Integrated Service Systems from 1997-2000. This grant enabled many organizations that were addressing teen pregnancy to come together to work as one. The Susan G. Komen Foundation grant in 2007 enabled our organization to provide mobile mammograms and education to women in the most rural areas of Gila County. Arizona Department of Economic Security and the Governor's Council for Public Safety has provided car seat grants on multiple occasions for our public classes. The Governor's Council for Public Safety has also provided grants for bicycle helmets for children. None of these prior grants are currently in effect; therefore, contact information is unavailable.

Children with Special Health Care Needs (OCSHCN) will be identified and enrolled. Documentation of all referrals and use of those referrals will be made in each patient's chart. Services provided by the GCHD will be readily available for public/agency review.

The CHN's will provide assistance to the ADHS Newborn Screening Program in locating families and facilitating the collection and submission of another newborn screening test for infants with a previously abnormal test result.

The Gila County Office of Health recognizes the need of effective quality assessment and improvement in its programs. The ongoing quality management and improvement process is documented in the Gila County Office of Health quality management plan in the Annual Plan. The Project Manager from the Gila County Office of Health will review data provided by the CHN's to evaluate performance. Two of the indicators will be contacting families within one week of receipt of discharge papers, and visiting families within two weeks of receipt of discharge papers. A third indicator will be selected by the Gila County Office of Health and be approved by the ADHS Program Manager. A Quarterly Report of Quality Management and Improvement will be provided to the ADHS Program Manager.

The CHN will familiarize himself/herself with these agencies/services and establish a working relationship with them. Referring hospitals should be aware of services available within Gila County or be able to contact the CHN for resource availability. The CHN will act as the liaison with statewide level II and level III hospitals.

Within one week of discharge, a letter will be sent to families where a newborn infant may be enrolled in the program by the family, but has been determined to be low versus high-risk and does not require an initial visit. The family may request a follow-up visit.

The Gila County Office of Health will provide services to all areas of Gila County and the Gila/Graham portion of the San Carlos Indian Reservation. We project that we will be able to serve approximately 50 clients. One CHN will cover southern Gila County including Hayden/Winkleman and the San Carlos Indian Reservation. One CHN will cover Payson and the surrounding communities. Both CHNs will share the Globe/Miami area. Clients will be distributed according to patient load. The Gila County Office of Health will attempt to see all patients referred for services. If at any time there is concern regarding the number of clients to be seen, consultation with ADHS program manager will take place and a solution will be found. The GCHD will serve the area defined as Gila County and the San Carlos Indian Reservation.

Outside training will be obtained from qualified sources. All training will be documented in the orientation/ education log. Continuing education will be provided as is available through ADHS sponsored programs. All CHN's will attend, as is possible, all program specific educational offerings. The program manager prior to attendance will approve

at the initial visit. A post partum wellness screening is done and interconception support and education is provided to the mother. The family service plan will be designed and implemented as the infant/family needs are assessed. Updates will be done with each visit and required signatures obtained as outlined in the ADHS policy and procedure manual. Referrals are made as indicated. All paperwork is reviewed by the Project Manager and copies of the Community Nursing Service Reporting forms are submitted to the ADHS monthly with the summary log and monthly invoice.

Gila County coordinates with other providers and makes referrals to appropriate services within the community and prevent duplication of services. We are fortunate to have "The Learning Center" a short distance from our facility. Health Start and WIC are located in the Office of Health. We also have a "Well Baby" Clinic monthly at the Health Department. Thorough assessment of infant/child needs and services being received will be necessary on each visit to be able to thoroughly understand the needs and progress of the patient. This will also prevent duplication of services. The CHN will be aware of and use a list of available resources for residents of Gila County.

Our Community Health Nurses participate in NICP/OCSHCN sponsored training annually. They are informed of any additional training available and approved by ADHS. All of our staff is encouraged to seek out educational opportunities designed to strengthen their skills, provide updated information and support the activities of the community health nurse.

Should additional Community Health Nurses be required, Gila County will notify ADHS and provide all the necessary information to the state Project Manager. Orientation training will be provided for all new CHN's, social workers and early interventionists. This training is designed to give the staff an overview of all required program responsibilities. This training also allows the staff to demonstrate their abilities to perform the necessary competencies to provide the program related services. Training will be conducted by existing qualified department staff as indicated. Gila County will ensure that all newly licensed nurses shadow an experienced licensed nurse for a home visit until they are qualified to complete a visit on their own. New employees also receive orientation to the GCHD policies and procedures as indicated. Also, ADHS qualified staff will provide necessary training, as available. Outside training will be obtained from qualified sources. All training will be documented in the orientation/education log. Continuing education will be provided as is available through ADHS sponsored programs. All CHN's will attend, as is possible, all program specific educational offerings. The program manager prior to attendance will approve educational offerings not sponsored by ADHS. All continuing education will be documented on the department continuing education form. The Gila County Health Services Program Manager will do supervision of the CHN. The Program Manager will attend, as is able, program meetings, contract negotiations, and any other special program meetings. The Program Manager will do annual performance review.

reports, and any other documentation developed during the term of the Contract that ADHS deems necessary to maintain ongoing operations.

The Gila County Office of Health will provide a home based visitation program, which shall include a community health nurse, and may include an early interventionist and/or a social worker for children enrolled in the NICP or other children with special health care needs. The Gila County Office of Health will provide a program that recruits, hires, trains, and supervises community health nurses. If early interventionists and/or social workers are part of the home based visitation program, they shall also be recruited, hired, trained and supervised. This service will attempt to provide a minimum of four home visits during their first year of life; however, due to budget reductions, the Community Health Nurse will prioritize visitation to ensure the infants are seen as appropriate according to their risk.

Currently, the Gila County Office of Health has two Community Health Nurses providing services in southern Gila County. In order for the community nursing team to perform their responsibilities safely and competently, they must receive sufficient orientation, training and information about the services. Our Community Health Nurses participate in NICP/OCSHCN sponsored training annually.

The Community Health Nurse (CHN) shall attempt to make initial contact with the referred infant/family within one week of receiving the Discharge Form. Priority shall be given to infants and children of greatest medical and social risk. An initial visit will be performed within two weeks of receipt of the Discharge Form. When a referral is received from the hospital, the Project Manager records the infants' name, date of birth, address, and date the referral is received for quality assurance reports. The paperwork is then forwarded to the CHN. The CHN attempts to contact the family and schedule an initial visit immediately upon receipt of the referral.

The Gila County Office of Health CHN's will perform an initial visit to the enrolled infant/family within two (2) weeks of receipt of the Discharge Form. If for any reason the family cannot be reached or an appointment cannot be made or an initial visit cannot be done with two weeks of receipt of the Discharge Form, an explanation is given on the CHNs' monthly report.

The Gila County Office of Health will ensure that the initial home visit shall be done by a community health nurse, and subsequent visits shall be made by appropriate professionals. All visits with children having on-going medical problems shall be done by a community health nurse. All the home visits provided by The Gila County Office of Health are done by one of our Community Health Nurses. A social worker or early interventionist may accompany the CHN as needed for visits.

A physical, developmental, psychosocial and environmental assessment of the enrolled infant and the post partum wellness assessment of the mother are performed by the CHN

METHOD OF APPROACH (methodology):

The Gila County Office of Health is an "Outpatient Treatment Center" licensed by the Arizona Department of Health Services. (See Attachment, section 7, Attachment 4) The Gila County Office of Health will comply with all the Tasks as described in the Scope of Work and Special Terms and Conditions.

The Gila County Office of Health maintains the records of all clients. The records are stored in a locked filing cabinet in the nursing section assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the contract are used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information will be referred to ADHS. The Gila County Office of Health does not divulge any information pertaining to individual persons to persons other than to employees or officers of the Gila County Office of Health as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.

The Gila County Health Department will provide adequate experienced key and essential personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. This includes the Project Manager and Community Health Nurses. Key personnel shall not be removed or replaced without written notice to the State. 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 Project Manager of the Gila County Office of Health shall immediately notify the ADHS Program Unit Manager, and shall, subject to the concurrence of ADHS, replace such personnel with personnel of substantially equal ability and qualifications.

Gila County shall maintain until all of their obligations have been discharged insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of work by the Gila County Office of Health, our agents, representatives, employees or subcontractors according to the Insurance Requirements of the grant. The Gila County Office of Health shall furnish the State of Arizona with certificates of insurance as required by this Contract within ten (10) days of Contract award and before work commences.

The Gila County Office of Health has an "All Hazards Plan" and a "Pandemic Flu Plan" that can be provided to the State at any time prior or post award of the contract.

If upon termination of this Contract a contract is awarded to a new Contractor, the Gila County Office of Health shall work closely with the new Contractor, or Contractors, personnel and/or staff to ensure a smooth and complete transfer of duties and responsibilities. The Gila County Office of Health shall return all ADHS equipment,

SCOPE OF WORK
SOLICITATION NO: HP961245

2. Notices, Correspondence, and Reports from ADHS shall be sent to:

Contractor Position Name Lorraine Dalrymple, RN, Health Services Program
Manager

Company Name Gila County Office of Health

Street Address 5515 S. Apache Ave., Suite 100

City, State, ZIP Code Globe, Arizona 85501

Phone 928-402-8807

Fax 928-425-9794

Email ldalrymp@co.gila.az.us

3. Invoices from the Contractor shall be sent to:

Arizona Department of Health Services
Community Nursing Program Manager
150 North 18th Avenue, Suite 320
Phoenix, Arizona 85007-3242

2. Payments from ADHS shall be sent to (if other than 2. above):

Contractor Position Name Chris Phillips - Accounting Clerk

Company Name Gila County Office of Health

Street Address 5515 S. Apache Ave. Suite 100

City, State, ZIP Code Globe, Arizona 85501

Phone 928-402-8696

Fax 928-425-0794

Email cphillips@co.gila.az.us

SOLICITATION NO: HP961245

FIXED PRICE

SERVICE DESCRIPTION	UNIT RATE	UNIT OF MEASURE
Regular Local Home Visit	\$ 150.00	Per Visit
Out of Town Home Visits (All class of visit) (Thirty (30) or more miles from start point home/office)	\$ 175.00	Per Visit
Out of County Home Visits (All class of visit)	\$ 175.00	Per Visit
Interim Local Home Visits	\$ 85.00	Per Visit
Shadowing Local Home Visits	\$ 75.00 Local \$ 85.00 Non Local	Per Visit
Family Local Home Visits	\$ 185.00	Per Visit
Multi-Disciplinary Staffing Local Home Visits	\$ 185.00	Per Visit
NICP/ Other Sponsored Training - Local	\$ 0 N/A	Per Person/Per Day
NICP/ Other Sponsored Training - Non Local	\$ 300.00	Per Person/Per Day
Newborn Screening Follow-up	\$ 125.00	Per Visit
Low Risk Letter	\$ 25.00	Per letter

Prices are inclusive of all costs to provide the service. No additional costs shall be accepted by ADHS.

