	<p>STATE OF ARIZONA Department of Health Services</p> <p>NOTICE OF REQUEST FOR PROPOSAL (RFP)</p>	<p>ARIZONA DEPARTMENT OF HEALTH SERVICES 150 N. 18th Avenue, Suite 530 Phoenix, Arizona 85007</p>
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SOLICITATION NUMBER : **BPM004110 – PART 1, LOT 1, ROUND 3**

SOLICITATION DUE DATE/TIME: **February 3, 2022 at 3:00:00 PM Local AZ Time**

SUBMITTAL LOCATION: <https://app.az.gov>

DESCRIPTION: **Tobacco Quitline Services**

PRE-OFFER CONFERENCE: **Thursday, January 20, 2022 3:30 PM AZ Time**
meet.google.com/sup-pewm-mvx (US) +1 915-519-4700 PIN: 922 474 427#

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the services specified will be received by the Arizona Department of Health Services (ADHS) online in the State of Arizona’s online procurement system, <https://app.az.gov> (Arizona Procurement Portal – APP). Proposals received by the due date and time will be opened. The name of each Offeror will be publicly available. Proposals must be submitted in the State APP system on or prior to the date and time indicated. Late proposals will not be considered. It is the responsibility of the supplier/offeror to routinely check the APP website for Solicitation Amendments. Additional instructions for preparing an Offer are included in this solicitation.

With seventy-two (72) hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests must be addressed to the Solicitation contact person named below.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION CAREFULLY.

Solicitation Contact:

Felicia Marquez
Procurement Officer
Email: Felicia.Marquez@azdhs.gov
Phone: (480) 369-2419



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Exhibits	Exhibit 1: Table of Deliverables Exhibit 2: Background of Arizona Tobacco Use and State Quitline Services Exhibit 3: Contractor Expenditure Report (CER) Template Exhibit 4: Work Plan Template Exhibit 5: Quarterly Reporting Template Exhibit 6: Annual Report Outline Exhibit 7: Contract Administration and Monitoring Policy Exhibit 8: Confidentiality Policy
Part Two (2)	Special Instructions to Offerors Uniform Instructions to Offerors
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1. DEFINITIONS

- 1.1 “ADHS” means Arizona Department of Health Services.
- 1.2 “AHCCCS” means Arizona Health Care Cost Containment System (AHCCCS). Arizona's Medicaid agency that offers health care programs to serve Arizona residents. Individuals must meet certain income and other requirements to obtain services.
- 1.3 “ASHLine” means Arizona Smokers' HelpLine.
- 1.4 “Ashline.org” means the *website* for the ADHS quitline program, ASHLine. ADHS owns the domain ashline.org, hosts the website on our ADHS-managed AWS web servers, and maintains the content internally.
- 1.5 “ATCP” means Arizona Tobacco Control Program.
- 1.6 “CDC” means Centers for Disease Control and Prevention.
- 1.7 “Client” means A tobacco user who is eligible to receive Ashline services and who has been enrolled in the Program.
- 1.8 “Contractor” means A service provider under a Contract to provide tobacco cessation services for ADHS. Also referred to in this Scope of Work as the Contractor.
- 1.9 “E-cigarettes” means E-vaporizers, or electronic nicotine delivery systems, are battery-operated devices that people use to inhale an aerosol, which typically contains nicotine (though not always), flavorings, and other chemicals.
- 1.10 “Health Disparity” means particular type of health difference that is closely linked with social, economic, and/or environmental disadvantage.
- 1.11 “HIPAA” means Health Insurance Portability and Accountability Act.
- 1.12 “MDEs” means Minimum Data Elements are clinical information forms with aggregate data required by the CDC.
- 1.13 “NSTCP” means National and State Tobacco Control Program, funded by the CDC.
- 1.14 “NRT” means Nicotine replacement therapy (NRT) is the most commonly used family of quit smoking medications. NRT reduces withdrawal feelings by giving you a small controlled amount of nicotine but none of the other dangerous chemicals found in cigarettes.
- 1.15 “OSH” means Office on Smoking and Health
- 1.16 “Quitline (QL)” means telephone-based tobacco cessation services that help tobacco users quit. Services offered by quitlines include coaching and counseling, referrals, etc.
- 1.17 “Reports” means All required reports and reporting information, including but not limited to, the Labor Activity Report, Quarterly Report, CER, and the Annual Work Plan. ADHS may require additional reports not defined in this contract.



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- 1.18 *"Health Impact"*: Health impact is the result of an intervention, program, or policy that contributed to a measurable change in health, behavioral, or environmental outcome in a defined community, population, organization, or system.
- 1.19 *"Health Impact Statement"*: A health impact statement is a brief summary in lay terms of the result of an intervention, program, or policy that contributed to a measurable change in health, behavioral, or environmental outcome in a defined population. The key elements of the health impact statement are the description of the problem, the description of the intervention, and the description of the health-related improvements.



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2. Background

- 2.1 At least half of persons who smoke cigarettes for twenty (20) years are expected to die from a tobacco-related disease. However, tobacco cessation significantly decreases this risk. In Arizona during 2018, 54.7% of current smokers reported a past-year quit attempt. QLs have a long-established history of offering evidenced-based services that help tobacco users quit and are an essential component of comprehensive tobacco control programs. Smoking Cessation: *A Report of the Surgeon General 2020 (Surgeon General's Smoking Cessation Report 2020)* stated that proactive QL counseling, when provided alone or in combination with cessation medications, increases tobacco cessation. State agencies and their QL service providers must respond to the ever-changing landscape of tobacco use and tobacco disparities. Within the last decade, this has meant the expansion of cessation services to include digital options and addressing the rise of e-cigarettes and other nonconventional tobacco products;
- 2.2 The mission of the ATCP within the Bureau of Chronic Disease and Health Promotion (BCDHP) at ADHS is to work together to build individual, organizational, and community capacities to reduce the impact of commercial tobacco abuse. Current tobacco use among adults in Arizona has steadily increased from 2015 to 2017, yet has remained consistently below national estimates during this time period. Of the estimated 740,000 adult smokers in Arizona, nearly 300,000, forty-two percent (42%), are eligible for the state's Medicaid program, AHCCCS. It is estimated that the tobacco prevalence rate among AHCCCS beneficiaries ranges between twenty percent (20%) to twenty-six percent (26%) as compared to the state prevalence rate of 15.6%. As such, ADHS ATCP has identified AHCCCS members as one (1) of its priority populations; and
- 2.3 Additional background information surrounding the history of the ASHLine, QL enrollment data, quit rates, client characteristics, cost per client, description of AHCCCS and more, please see Exhibit B.

3. Objectives

- 3.1 The [CDC's National Tobacco Quitline Logic Model](#) shows the ongoing purpose and objectives of the QL. In the long term, ADHS aims to reduce tobacco prevalence, consumption, related health disparities, medical expenditures, and – ultimately – morbidity and mortality. Thus, within the duration of this project, ADHS aims to increase:
- 3.1.1 Awareness of the QL (i.e., via promotion, earned media),
- 3.1.2 Referrals to the QL from healthcare providers,
- 3.1.3 QL call volume (i.e., by tobacco users who call the QL for help quitting),
- 3.1.4 Intention to quit among current tobacco users,
- 3.1.5 Quit attempts among current tobacco users, and
- 3.1.6 Number of tobacco users receiving counseling and/or cessation medication via the QL.
- 3.2 ADHS is seeking innovative solutions for leveraging its available funding to achieve each of the above objectives in ways that address tobacco-related health disparities. Contractor shall provide services and staff, and otherwise do all things necessary for, or incidental to, the Scope of Services, as set forth below.



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4. Scope of Services

ADHS is seeking a Contractor to implement and maintain the state Quitline for Arizona residents (AHCCCS, underinsured or uninsured) who are trying to quit using tobacco. ADHS is interested in exploring new and innovative approaches to expand reach and address commercial tobacco-related disparities. The Contractor shall work closely with ADHS to identify potential, culturally informed, additional or adapted approaches that may be phased in over time.

5. Eligibility Requirements

The Contractor shall:

5.1 Include eligible clients for QL services, such as:

5.1.1 AHCCCS beneficiaries, clients with Medicare, the underinsured and the uninsured, and

5.1.1.1 Clients will self-report their insurance status. If their insurance does not provide cessation programs, they will be considered underinsured.

5.1.2 Pregnant and postpartum clients, who are eligible to receive two (2) week supplies of NRT up to four (4) times per year.

5.1.2.1 Pregnant or postpartum are eligible regardless of insurance status.

5.1.3 Youth-specific cessation services for those who smoke or vape tobacco. Clients under eighteen (18) years will need parent/ guardian permission to enroll in QL services.

5.2 Note: Ineligible callers for NRT include: non-users of tobacco, tobacco users who report having health insurance but do not provide plan details, and minors **without parent/guardian consent** (under eighteen (18) years of age).

6. NRT Requirements

The Contractor shall:

6.1 Meet to refine the NRT workflow process. ADHS has an existing relationship with AHCCCS and OptumRx, Inc. to dispense generic Over the Counter (OTC) NRT to eligible QL clients;

6.2 Utilize an established network of pharmacies and pharmacists to provide the two (2) week ADHS-approved over the counter NRT "quit kit" to eligible clients;

6.3 Include the following requirements for NRT fulfillment:

6.3.1 The QL will provide the retail pharmacy with the NRT order via fax,

6.3.2 The retail pharmacy will be reimbursed through OptumRx using the National Council for Prescription Drug Program (NCPDP) Processor ID (BIN) and Processor Control Number (PCN) provided on the fax form,

6.3.2.1 OptumRx bills the State for NRT. The State reconciles NRT provided with the Contractor.



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6.3.3 Only generic NRT products (nicotine patch, gum, and lozenge) are approved,

6.3.3.1 NRT combination therapy can be provided depending on client's preference.

6.3.4 Clients are eligible to receive a one (1) time per year, two (2) week supply of NRT,

6.3.5 OTC NRT products include the transdermal patch, gum, and lozenge. OTC NRT will include either:

6.3.5.1 Nicotine gum (2 mg or 4 mg box);

6.3.5.2 Nicotine lozenge (2 mg or 4 mg box); and

6.3.5.3 Nicotine TD patch (7 mg, 14 mg or 21 mg box);

6.4 Deliver NRT quit kits to tobacco users who are homebound or do not have a pharmacy within twenty (20) miles from home; and

6.4.1 The process of mailing NRTs to clients will be discussed in the future with ADHS.

6.5 Provide live follow-up interaction for participants who have selected the two (2) week NRT starter kit in the Individual Services cessation program within forty-eight (48) hours of confirmed NRT delivery.

7. Education and Marketing Material Requirements

The Contractor shall:

7.1 Develop small media (promotional items that include brochures, palm cards, factsheets, flyers) for ADHS review and approval and distribute informational materials to QL callers upon request;

7.2 Ship self-help materials to callers upon request, at no charge to the callers;

7.3 Refer callers to ADHS maintained list of community-based tobacco cessation resources, as appropriate;

7.4 Provide information and support to the family/ friends of tobacco users who may request assistance in motivating and helping a tobacco user quit tobacco; and

7.5 Work with ADHS on marketing campaigns to help drive up QL usage.

7.5.1 The Contractor is responsible for tracking metrics related to ADHS marketing campaigns.

8. Capability Requirements

The Contractor shall:

8.1 Provide and maintain services for a period of up to three (3) months in the event of invoicing delays while awaiting payment from ADHS;

8.2 Provide services to the Deaf and Hard of Hearing. Contractor shall be fully capable of providing video-to-video services by counselors proficient in American Sign Language;



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- 8.3 Have a system in place to track during and outside of hours of operation, calls or hits to line, abandonment rates, wait times and length of interaction;
 - 8.3.1 Eight-five percentage (85%) of calls must be resolved without a transfer, second call, or a return call;
 - 8.3.2 Wait times should be five (5) minutes or less in duration;
- 8.4 Be capable of identifying callers who may be eligible for QL services through a health plan, employer, or other resource and if such eligibility is determined, facilitate a warm transfer of those callers to the QL service for which they are eligible, and not charge ADHS for the QL services received;
- 8.5 Implement precautions to ensure that files/ programs can be re-created in the event of loss by any cause, including a plan to safeguard data files that follows ADHS' Confidentiality Policy (**Exhibit Eight (8)**); and
- 8.6 Ensure capability to record calls and maintain call logs, text and web-based interactions for quality assurance and be able to securely transfer those recordings to ADHS for review. **100% of inbound and outbound calls should be recorded.**
 - 8.6.1 Call logs should include the following:
 - 8.6.1.1 Where the call came from;
 - 8.6.1.2 To;
 - 8.6.1.3 Subject (identifies whether it was a Call or Chat);
 - 8.6.1.4 Date;
 - 8.6.1.5 Size;
 - 8.6.1.6 conference.wav file;
 - 8.6.1.7 Case DOB, first name, last name, unique identifier; and
 - 8.6.1.8 Breakdown of time the investigator joined the call, dispositioned the call, and the time the investigator left the call.

9. Evaluation, Data, and Reporting Requirements

The Contractor shall:

- 9.1 Evaluate quit support services and monitor each of the services delivered, including digital-based technologies, and submit data to the national QL data warehouse. Evaluation data can be used to inform program and policy direction, demonstrate program effectiveness, ensure accountability to those with fiscal oversight, and engage stakeholders;
- 9.2 Evaluate the reach and effectiveness of the digital-based technologies within and across populations groups experiencing tobacco-related disparities;
- 9.3 Evaluate the impact of efforts to increase use of quit support services;



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- 9.4 Evaluate culturally appropriate, evidence-based strategies and activities to reduce tobacco-related disparities and improve health equity through QL and other quit support services;
- 9.5 Monitor use of evidence-based quit support services, including the QL, digital-based technologies, and use of cessation counseling and Food and Drug Administration (FDA) approved tobacco use and dependence treatment medications among Medicaid enrollees;
- 9.6 Collect and provide data to the National Quitline Data Warehouse quarterly. Collect and analyze seven (7) month follow up state QL data;
- 9.7 Incorporate evaluation activities for QL services into the statewide comprehensive tobacco control evaluation plan;
- 9.8 Analyze state QL data, including data for population groups, and share findings with relevant stakeholders;
- 9.9 Submit a minimum of one (1) impact statement during each project year;
- 9.10 Submit weekly reports that are due every Wednesday of the following week;
- 9.11 Submit monthly reports that are due on the fifteenth (15th) of every month;
- 9.12 Submit quarterly reports that are due once per quarter each year. Report due dates will be determined and agreed upon signing of the Contract; and
- 9.13 Submit Annual Reports that are due thirty (30) days following the end of each Contract year.

10. Management and Staffing Requirements

The Contractor shall:

- 10.1 Have a clinical and/or medical director available to provide technical assistance and oversight as needed;
- 10.2 Record information and voicemail for any period outside the QL hours of operation; and
- 10.3 Implement a staffing plan that will provide live call/text/web response and counseling twenty-four (24) hours a day, seven (7) days a week by trained certified tobacco treatment specialists (including Spanish bilingual options), preferably staff with bachelor's or master's degrees in social work, psychology, or other behavioral health fields with a minimum of two (2) years of counseling experience.

11. Additional Requirements

- 11.1 Contractor shall provide a valid Certificate of Liability Insurance (COI) within five (5) business days of notice of Contract award that includes all the specific types of insurance and other requirements as listed in the Special Terms and Conditions Insurance Provision 19. ADHS will not be able to issue a Purchase Order for the commencement and continuation of services without a current and valid COI on file with the Procurement Office.



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12. Tasks for Enrollment

The Contractor shall:

- 12.1 Answer calls, text messages, online chats, and register eligible first-time callers by collecting necessary personal contact and health information;
- 12.2 Provide tobacco cessation services for at least 150 callers each week including tobacco users and proxy callers (family, friends, and associates) who meet the following eligibility criteria:
 - 12.2.1 Are a member of AHCCCS,
 - 12.2.2 Are uninsured, or
 - 12.2.3 Are underinsured (tobacco users without a telephone cessation counseling benefit).
- 12.3 Ensure that calls shall be answered live or by a caller-friendly Interactive Voice Response (IVR) system that provides information and access to automated or live services. Eighty percent (80%) of calls during airing of federal campaigns shall be answered within thirty (30) seconds;
- 12.4 Enroll at least 5,000 eligible callers in the multi-session counseling for the first year and increase by 1,500 every year after;
- 12.5 Ensure that adequate infrastructure exists to meet increased QL demand generated by national media campaigns, such as CDC's *Tips From Former Smokers*®. The infrastructure should be adequate to ensure that all callers to the QL during national media campaigns are offered, at a minimum, at least one (1) coaching call, either immediately upon calling or by being re-contacted within twenty-four (24) hours;
- 12.6 Provide at least 5,000 self-help information packets a year to those enrolled in the multi-session counseling program and those who request only self-help materials;
- 12.7 Develop and maintain specialized clinical protocols for priority populations that include clients reporting behavioral health, AHCCCS beneficiaries, pregnancy and postpartum population, and youth under the age of eighteen (18) years old;
- 12.8 Offer enrolled QL members with a minimum of four (4) behavioral counseling sessions annually (unless the caller requests less). If additional sessions are requested by AHCCCS or specific groups of members, ASHLine, will flex to meet this need;
- 12.9 Engage in continuous quality improvement initiatives that assure that ASHLine's client services are maintaining fidelity to standardized protocols;
- 12.10 Provide general information to family and friends of tobacco users, health care providers, at no cost to the caller;
- 12.11 Provide live follow-up interaction for participants who have selected the two-week NRT starter kit in the Individual Services cessation program within forty-eight (48) hours of confirmed NRT delivery;
- 12.12 Proactively call individuals referred to QL via FAX, online submission, and/or electronic health record (EHR). Coaching shall include up to four (4) proactive follow-up calls, where the quit coach calls back the caller who



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has registered based on the caller's schedule. Each session should average between fifteen (15) and twenty (20) minutes and shall be a separate individual phone call;

- 12.13 Provide counselors that have skills in culturally competent principles of motivational interviewing; and
- 12.14 Provide adequate orientation and ongoing training for all staff. Training shall include cultural competence in working with American Indians, African Americans, Hispanic/Latinos, Lesbian Gay Bisexual Transgender and Questioning (LGBTQ) individuals, pregnant women and the Deaf and Hard of Hearing.

13. Tasks for Web and Electronic Health Records (EHR)

The Contractor shall:

- 13.1 Work with ADHS to develop an online referral form for healthcare providers wishing to refer patients via the Internet;
- 13.2 Review the public ASHLine website with ADHS BCDHP once (1) per quarter and update content as appropriate;
- 13.3 Three (3) months post award, demonstrate capacity for EHR referral (eReferral) intake by presenting a plan and requirements for doing so to ADHS; and
- 13.4 Collect relevant information about the caller's medical history and health insurance. When collecting this information, reference the [North American Quitline Consortium \(NAQC\) Minimal Data Set \(MDS\) Intake standards](#).

14. Tasks for Health Equity & Special Populations

The Contractor shall:

- 14.1 Identify populations experiencing tobacco-related disparities and underserved populations specific to QL use and barriers to effective tobacco use and dependence treatment;
- 14.2 Provide seamless access to and promote greater use of existing culturally and linguistically appropriate federal resources, such as the Spanish Quitline Portal 1-855- DÉJELO-YA (1-855-335-3569), the National Asian Language Quitline, and SmokefreeVET (1-855-QUIT-VET);
- 14.3 Conduct strategic efforts to populations experiencing tobacco-related disparities (e.g., Medicaid) using culturally-appropriate protocols, channels, and messages to increase QL use and referrals. Contractor is required to complete the following:
 - 14.3.1 Implement culturally appropriate, evidence-based policy, systems, and environmental (PSE) strategies to reduce tobacco-related disparities and improve equity in access to tobacco cessation services, including supplementing national tobacco education campaigns like Tips® with additional placements in markets or among populations with high smoking prevalence;
 - 14.3.2 Include strategies to specifically address individuals that are disparately affected by tobacco use, dependence and SHS exposure, including but not limited to the following populations:
 - 14.3.2.1 African Americans;



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- 14.3.2.2 American Indians/Alaska Natives;
- 14.3.2.3 Asian Americans, Native Hawaiians, or Pacific Islanders;
- 14.3.2.4 Hispanic/Latinos;
- 14.3.2.5 Individuals with low socioeconomic status;
- 14.3.2.6 Individuals with behavioral health conditions;
- 14.3.2.7 Individuals living with a disability;
- 14.3.2.8 Individuals with military/veteran status; and
- 14.3.2.9 Youth.

- 14.4 Identify /assess caller's readiness to quit tobacco use and assist the caller in developing and executing a personalized quit plan;
- 14.5 Assist tobacco users with navigating health plan tobacco cessation benefits and efficiently transfer or otherwise refer tobacco users to telephone counseling services specified in the health plan (if applicable). For uninsured tobacco users and tobacco users without a telephone counseling benefit ("underinsured" tobacco users), provide counseling and nicotine replacement therapy services;
- 14.6 Use cessation services to include digital options and address the rise of e-cigarettes and other nonconventional tobacco products. Contractor shall use a combination of the following services: One-way text messaging, Interactive (two-way text messaging), Automated email messages, Web-based self-help tools, Web-based interactive counseling, Web-based chat rooms, Mobile cessation apps, etc.;
- 14.7 Ensure services shall be available in English and Spanish, with third-party translation in 200+ languages;
- 14.8 Implement protocols for initial and follow-up calls and must be culturally competent and based on principles of motivational interviewing for inducing behavior change and a cognitive-behavioral approach to treating substance abuse;
- 14.9 Provide tailored counseling to tobacco users who, during their registration call, report: having mental illness, being of American Indian/Alaska Native origin, being pregnant, planning to become pregnant, or who are breastfeeding;
- 14.10 Implement youth-specific cessation services for those who smoke or vape tobacco. Clients under eighteen (18) years will need parent/ guardian permission to enroll in QL services. Services must be developed with youth needs in mind, i.e. mode of communication (text instead of phone call); and
- 14.11 Ensure that counselors proactively call tobacco users to ensure progress toward cessation. Follow-up calls must meet the NAQC Minimal Data Set (MDS) follow-up standards.

15. Tasks for Referrals

The Contractor shall:



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- 15.1 Develop a State-wide referrals within healthcare systems, which includes:
 - 15.1.1 Processing fax and web-based referrals each month from healthcare systems, other BCDHP partners, employers, community organizations, and AHCCCS,
 - 15.1.2 Responding to requests for technical assistance made by AHCCCS plans and providers within three (3) working business days and maintain a log of all requests,
 - 15.1.3 Providing quarterly assessments of referral activity to AHCCCS health plans,
 - 15.1.4 Providing feedback on status of referrals to each referral location, and
 - 15.1.5 Assessing and developing protocols to flex in response to new initiatives, volume, demand in services, and staffing levels.

16. Tasks for National and State Tobacco Control Program (NSTCP)

The Contractor shall:

- 16.1 Act as the subrecipient for Component Two (2), "State Commercial Tobacco Use and Dependence Treatment Support System", of the federal grant, the NSTCP, funded by the Office on Smoking and Health (OSH) within the CDC; and
- 16.2 Be responsible for providing all required deliverables and reports to ADHS for the purposes of the NSTCP Component Two (2) grant award.
 - 16.2.1 For additional information on the aims and strategies of the NSTCP grant, visit the [DP20-2001 website](#).

17. Tasks for Data Collection, Evaluation and Work Plans

The Contractor shall:

- 17.1 Maintain and update data collection systems that capture and support all protocol and program elements to increase ASHLine's ability to report on program demographics, service utilization, and program successes. ASHLine will use this data to provide monthly utilization and demographic reports to the BCDHP Tobacco Office Chief;
- 17.2 Develop an overall evaluation plan for the QL. Conduct internal evaluation of all protocols procedures to increase the effectiveness of services and clients calling the ASHLine and to BCDHP funded partners providing support and community outreach. ASHLine will provide a quarterly report documenting the quality process and the quality measures identified by the BCDHP Tobacco Office Chief;
- 17.3 Develop an operational work plan that encompasses the following:
 - 17.3.1 Goal Statements,
 - 17.3.2 SMART Objectives,
 - 17.3.3 Time Frame for Activities for Quarters one (1), two (2), three (3), and four (4),



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17.3.4 Identify Responsible Staff,

17.3.5 Budget Amount,

17.3.6 Success Indicator(s),

17.3.7 Strategies, and

17.3.8 Program/Project Activities;

17.4 Provide and implement a quality assurance, reporting, and evaluation plan;

17.5 Develop a plan for the design and implementation of real-time reporting (e.g., a reporting dashboard) with ADHS; and

17.6 Present for approval to the BCDHP Tobacco Office Chief any plans to recruit and hire for additional staffing positions thirty (30) days in advance of job announcement, per Special Terms and Conditions Provision Three (3), "Key Personnel", and notify the BCDHP Tobacco Office Chief of staffing changes to the Center within fourteen (14) business days.

18. Contract Monitoring

18.1 All Contracts within ADHS are monitored for performance and adherence to the Contract terms. All Contracts shall be monitored to ensure services conform to the terms and conditions specified in the Contract. The Contract Administration and Monitoring Policy (Exhibit 7) establishes requirements for contract development and monitoring activities. This policy promotes proper performance monitoring to ensure Contractors are performing their duties and obligations in accordance with the terms and conditions of the Contract.

18.2 The Contractor shall meet on a monthly basis with the BCDHP Tobacco Office Chief to review current data trends, training updates, and staffing needs, either via conference call, in person, or through the production of a monthly report; and

18.3 The Contractor shall meet on a quarterly basis with the BCDHP Operations Office Chief and Finance Manager to discuss financial expenditures to date and any forecasted budgetary changes.

19. Quality Improvement

The Contractor shall:

19.1 Establish a comprehensive quality improvement plan. The quality improvement should include procedures, standards, and measures to be used to ensure quality and timeliness of counseling calls. This plan should also discuss how:

19.1.1 Performance in the various areas of quality assurance is to be reported;

19.1.2 The reported data should be interpreted;

19.1.3 That information will be used not only to maintain the quality of services, but to improve them as well; and



PART ONE (1) - Scope of Services

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- 19.1.4 Have a system in place for addressing complaints and referring unresolved issues to ADHS for resolution.

20. State Provided Items

The State will provide:

- 20.1 Exhibit 1 – Table of Deliverables
- 20.2 Exhibit 2 – Background of Arizona Tobacco Use and State Quitline Services
- 20.3 Exhibit 3 – Contractor’s Expenditure Report (CER);
- 20.4 Exhibit 4 – Work Plan Template;
- 20.5 Exhibit 5 – Quarterly Reporting Template; and
- 20.4 Exhibit 6 – Annual Report Outline.

21. Deliverables

The Contractor shall submit the following to ADHS:

- 21.1 Monthly reports are due on the fifteenth (15th) of the following month and include, but not be limited to:
- 21.1.1 Registrations, by date and how callers heard about QL,
 - 21.1.2 Call transfers, by date and health insurance payer,
 - 21.1.3 Calls billed to ADHS, by date and caller TTM stage,
 - 21.1.4 NRT shipments billed to ADHS, by date,
 - 21.1.5 Referrals to community resources, by date and community resource,
 - 21.1.6 Demographic summary of tobacco users receiving services billed to ADHS,
 - 21.1.7 QL experience data extract, and
 - 21.1.8 A data extract with an individual record for each billed service (for reconciliation with monthly invoices).
- 21.2 Quarterly reports will be due on the last business day of the month following the end of the quarter and include, but not be limited to:
- 21.2.1 All data required by NQDW,
 - 21.2.2 Referral outcome summaries,
 - 21.2.3 Contractor performance management reports, detailing operational/clinical performance and staff education and training,



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- 21.2.4 Standard services report for ADHS contractors, segmented by contractors' service population (e.g., counties served, ethnicity/race), and
- 21.2.5 Qualitative feedback (e.g., satisfaction, comments) received from QL callers.
- 21.3 Annual reports will be due thirty (30) days following the end of each Contract year. The Contractor shall provide all relevant data for the NAQC Annual Survey of QL including:
 - 21.3.1 Provide at least 5,000 self-help information packets a year to those enrolled in the multi-session counseling program and those who request only self-help materials;
 - 21.3.2 Eighty percent (80%) of calls during airing of federal campaigns shall be answered within thirty (30) seconds; and
 - 21.3.3 Submit a minimum of one (1) impact statement during each project year.
- 21.4 Provide an evaluation of outcomes related to objectives and include six (6) month abstinence rates and satisfaction scores.
- 21.5 Submit weekly reports (Exhibit 1) that are due every Wednesday of the following week;
- 21.6 Review the public ASHLine website with ADHS BCDHP once (1) per quarter and update content as appropriate; and
- 21.7 Three (3) months post award, present a plan and requirements demonstrating capacity for EHR referral (eReferral) intake.

22. NOTICES, CORRESPONDENCE REPORTS AND INVOICES

- 22.1 All notices, correspondences, and reports from the Contractor to ADHS shall be sent electronically via email to:

Emily M. Carlson, MPH
Office Chief, Tobacco Prevention and Cessation
Arizona Department of Health Services
150 N. 18th Ave., #310
Phoenix, AZ 85007
Phone: 602-364-2586
Email: emily.carlson@azdhs.gov
- 22.2 All invoices from the Contractor to ADHS shall be sent electronically via email to: invoices@azdhs.gov
- 22.3 AUTOMATED CLEARING HOUSE. ADHS may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner, the Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at: <https://gao.az.gov/sites/default/files/GAO-618%20ACH%20Authorization%20Form%20101019.pdf>
 - 22.3.1 ACH Vendor Authorization Form shall be emailed to Vendor.Payautomation@azdoa.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 final signature, 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 shall begin as specified in the section Two (2) above, 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 the State of Arizona Accounting Manual <https://gao.az.gov/publications/SAAM/> and required by the Arizona Department of Health Services and Guidance for Federal Grant Award Management Manual shall be used by the Contractor in the management of contract funds and by the ADHS when performing a contract audit. <https://azdhs.gov/documents/operations/financial-services/bluebook-2018.pdf> The contractor also agrees to abide by the rules as outlined by 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. 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. https://ecfr.io/Title-02/cfr200_main
- 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) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

17. 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.



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18. 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.

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



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

20.3.1.1 General Aggregate \$2,000,000.00

20.3.1.1.1 Products – Completed Operations Aggregate \$1,000,000.00

20.3.1.1.2 Personal and Advertising Injury \$1,000,000.00

20.3.1.1.3 Damage to Rented Premises \$ 50,000.00

20.3.1.1.4 Each Occurrence \$1,000,000.00

20.3.1.2 The policy shall not exclude coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should it be included with the Professional Liability.

20.3.1.3 Contractor must provide the following statement on their Certificate(s) of Insurance: “Sexual Abuse and Molestation coverage is included” or “Sexual Abuse and Molestation coverage is not excluded.”

20.3.1.4 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.

20.3.1.5 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 Business Automobile Liability

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) \$1,000,000.00

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 non-owned 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.



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- 20.3.3 Workers; Compensation and Employers' Liability
 - 20.3.3.1 Workers Compensation Statutory
 - 20.3.3.2 Employers' Liability
 - 20.3.3.2.1 Each accident \$1,000,000.00
 - 20.3.3.2.2 Disease – Each employee \$1,000,000.00
 - 20.3.3.2.3 Disease – Policy Limit \$1,000,000.00
 - 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 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 \$2,000,000.00
 - 20.3.4.2 Annual Aggregate \$2,000,000.00
- 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,



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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 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.



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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.

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



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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.

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.FSR.GOV/](https://www.fsr.gov/)

If applicable, the subrecipient or sub-awardee is required to abide by the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L. 109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsr.gov/>. The associated Grant Reporting Certification Form and completion instructions will be sent to the subrecipient from ADHS Program(s) responsible for the specific contract. The subrecipient or sub-awardee must return the completed form to ADHS Program(s) by the 15th of the month following that in which the award was received. Failure to complete a required Grant Reporting Certification Form may result in loss of funding.

26. DATA TRANSFER AND TRANSITIONAL ACTIVITIES

26.1 The Contractor shall support the secure transfer of existing and past patient client data at the conclusion of its Contract. Data planning, testing and migration shall occur at the end of Contract. A transition plan and timeline 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;

26.2 The Contractor shall provide knowledge transfer to incoming QL Contractor to maintain and support QL efforts. The knowledge transfer will cover the following areas as ADHS staff work with Contractor IT staff:

26.2.1 Database objects,

26.2.2 Data tables and fields, and

26.2.3 Data dictionary;

26.3 The End of Contract Transition Plan shall be due no more than one (1) year prior to the end of the Contract. The plan shall include a resource staffing plan, data migration plan, knowledge transfer plan, and a project schedule;



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- 26.4 An authorized representative from ADHS shall coordinate all transition activities;
- 26.5 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 a **maximum** of one hundred and twenty (120) 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; and
- 26.6 Ensure that the following transition planning and documentation objectives are met:
- 26.6.1 Manage transition as a project with clearly defined deliverables,
- 26.6.2 Ensure that there is identified senior management sponsorship and responsibility for the successful hand-over to incoming QL provider.

27. CONTRACTING; PROCUREMENT; INVESTMENT; PROHIBITIONS

- 27.4 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.
- 27.5 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.
- 27.6 Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the State up to and including termination of this Contract.



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REQUEST FOR PROPOSAL No.: BPM004110
Tobacco Quitline Services

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**
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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 of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 “*Contract Amendment*” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 “*Contractor*” means any person who has a Contract with the State.
- 1.5 “*Days*” means calendar days unless otherwise specified.
- 1.6 “*Exhibit*” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 “*Gratuity*” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 “*Materials*” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 “*Procurement Officer*” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 “*Services*” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 “*Subcontract*” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 “*State*” means the State of Arizona and 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 or



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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, Net30 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



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Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. RISK AND LIABILITY

- 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



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control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions- intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

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

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a 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



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

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

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

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



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- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. CONTRACT TERMINATION

- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 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



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acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. CONTRACT CLAIMS

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

11. ARBITRATION

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (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 One (1): Table of Deliverables

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Table of Deliverables

Activity Description	Due Date	Submit To
<p>Weekly reports to include, but not limited to:</p> <ol style="list-style-type: none"> 1. Call data and provide weekly reports on ASHLine's call volume to relevant stakeholders including ADHS BTCD, Medicaid, and private health insurers; and 2. Submit weekly reports that are due every Wednesday of the following week. 	<p>Weekly during the contract year</p>	<p>ADHS ATCP</p>
<p>Monthly reports to include, but not be limited to:</p> <ol style="list-style-type: none"> 1. Registrations, by date and how callers heard about QL; 2. Call transfers, by date and health insurance payer; 3. Counseling calls billed to ADHS, by date and caller stage of change; 4. NRT shipments billed to ADHS, by date; 5. Referrals to community resources, by date and community resource; 6. Demographic summary of tobacco users receiving services billed to ADHS; 7. Quitline experience data extract; 8. A data extract with an individual record for each billed service (for reconciliation with monthly invoices); 9. Member service enrollment, utilization of services, quit outcomes, quality improvement, and member satisfaction; and 	<p>Monthly on the fifteenth (15th) of every month during the contract year</p>	<p>ADHS ATCP</p>



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<p>10. Submit monthly reports that are due on the fifteenth (15th) of every month.</p>		
<p>Quarterly reports to include, but not be limited to:</p> <ol style="list-style-type: none"> 1. All data required by National Quitline Data Warehouse (NQDW); 2. Referral outcome summaries; 3. Contractor performance management reports, detailing operational/clinical performance and staff education and training; 4. Standard services report for ADHS contractors, segmented by contractors' service population (e.g., counties served, ethnicity/race); 5. Qualitative feedback (e.g., satisfaction, comments) received from QL callers; 6. Examine trends in ASHLine's data to inform quarterly data briefs; and 7. Submit quarterly reports that are due once per quarter each year. Report due dates will be determined and agreed upon signing of the Contract. 	<p align="center">Quarterly</p>	<p align="center">ADHS ATCP</p>
<p>Annual reports to include all relevant data for the North American Quitline Consortium (NAQC) Annual Survey of Quitlines.</p> <ol style="list-style-type: none"> 1. Submit a minimum of one (1) impact statement during each project year; 2. Provide at least 5,000 self-help information packets a year to those enrolled in the multi-session counseling program and those who request only self-help materials; 3. Eighty percent (80%) of calls during airing of federal campaigns shall be answered within thirty (30) seconds; and 	<p align="center">Annually, 30 days following the end of each contract year</p>	<p align="center">ADHS ATCP</p>



Part ONE (1) Exhibit One (1): Table of Deliverables

**REQUEST FOR PROPOSAL No.: BPM004110
Tobacco Quitline Services**

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

- | | | |
|---|--|--|
| 4. Submit Annual Reports that are due thirty (30) days following the end of each contract year. | | |
|---|--|--|



Part ONE (1) Exhibit Two (2): Background of Arizona Tobacco Use and State Quitline Services

REQUEST FOR PROPOSAL No.: BPM004110 Tobacco Quitline Services

ARIZONA DEPARTMENT
OF HEALTH SERVICES
150 North 18th Ave, Suite 530
Phoenix, AZ 85007

Background of Arizona Tobacco Use and State Quitline Services

Snapshot of Adult Tobacco Use in Arizona

There are an estimated 840,200 adult smokers in Arizona. Current smoking among adults increased from 2018 to 2019 between fourteen and fifteen percent (14%-14.9%)*, yet has remained consistently below national estimates during this time period. When comparing U.S. and Arizona adults who are current, former, or never smokers, prevalence in these categories for Arizona mirrored national estimates. In 2020, based on reported state prevalence of current smoking, Arizona was ranked eighteenth (18th) nationally on America's Health Rankings scorecard.¹

ADHS historically focused on cessation efforts for the general population. Today's tobacco users are predominantly represented in low-income populations. To reach our goal of less than ten percent (10%) tobacco use prevalence among adults in Arizona, we must:

- Achieve a net reduction of approximately 160,000 adult tobacco users statewide; and
- Focus on "high use" populations.

An estimated forty percent (40%) of Medicaid recipients use tobacco, which translates to approximately 300,000 of the 700,000 tobacco users in Arizona are AHCCCS members.

Youth Tobacco Use

According to the Arizona Youth Risk Behavior Survey (YRBS), current cigarette use by high school youth has dropped 68% in the past ten (10) years. Quit attempts among high school students during the twelve (12) months before the survey decreased from almost fifty-five percent (54.9%) in 2017 to fifty-two percent (52.3%) in 2019.

In 2015, questions about the use of electronic vapor products (i.e., e-cigarettes, e-cigars, e-pipes, vape pipes, vaping pens, e-hookahs, and hookah pens) were added to the Arizona YRBS.

Approximately half of the high school youth reported having ever used an electronic vapor product in 2019, with the estimate remaining steady when compared to 2017.

Frequent use of electronic vapor products among high school youth increased almost eight percent in 2019 (7.8%) compared to 2017 which showed a little over five percent (5.3%).

From 2017 to 2019, high school youth reporting daily use of electronic vapor products, on all thirty (30) days during the thirty (30) days before the survey, nearly doubled from almost three to six percent (3.7% to 5.7%), respectively.

Background of Tobacco Quitline Services

The Arizona Tobacco Control Program (ATCP) within the ADHS funds the "ASHLine". ADHS owns the name and likeness of the "ASHLine". The ASHLine is currently funded by two funding sources:

- 1) Through state Tobacco Tax funds, as stated in Arizona Revised Statute by Proposition 300; and
- 2) through federal funds granted to ADHS by the Centers for Disease Control and Prevention (CDC), under the [National Tobacco Control Program](#).

¹<https://azdhs.gov/documents/prevention/tobacco-chronic-disease/tobacco-free-az/reports/2018-biennial-evaluation-report.pdf>



Part ONE (1) Exhibit Two (2): Background of Arizona Tobacco Use and State Quitline Services

REQUEST FOR PROPOSAL No.: BPM004110 Tobacco Quitline Services

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In 2002, Arizona voters passed Proposition 300 that raised the tax on tobacco products an additional \$0.60, bringing the total sales tax to \$1.18 per pack. In December 2006, Arizona voters passed Proposition 201, the Smoke-Free Arizona Act, prohibiting smoking in most enclosed public places and places of employment. The Smoke-Free Arizona Act placed an additional \$0.02 sales tax on cigarettes. Also passed was Proposition 203, First Things First for Arizona's Children, which placed an additional \$0.80 tax on cigarettes to fund early childhood education and health programs. The total sales tax on cigarettes is currently \$2.00 per pack.²

Through CDC's [Office on Smoking and Health](#) (OSH), the ASHLine is supported by Component Two of the National Tobacco Control Program (NSTCP), "Commercial Tobacco Use and Dependence Treatment Support System." The successful applicant to this RFP will also be the subrecipient of the Component Two federal program. CDC OSH is the only federal agency that provides funding to help support all fifty (50) states, the District of Columbia, eight (8) U.S. territories, and twenty six (26) tribes/tribal organizations for tobacco control efforts. For more information on the program, visit the NSTCP [online](#).

Established in 1995, the ASHLine is one of the oldest and most seasoned quitlines in existence. Since its inception, the ASHLine has been managed by [The University of Arizona](#), and is currently housed within the [Arizona Center for Tobacco Cessation](#) (ACTC) in the [Mel & Enid Zuckerman College of Public Health](#).

In November 2018, the ACTC was established at the University of Arizona. The ACTC has three (3) primary objectives:

- (a) expand reach to promote systematic utilization of evidence-based cessation services,
- (b) decrease tobacco prevalence rates among disparate populations, and
- (c) create a sustainable integrated tobacco cessation program.

As a member of the [North American Quitline Consortium \(NAQC\)](#), ASHLine is actively engaged in collaborations, research, evaluation and quality improvement to assure all Arizonans have access to high quality, evidence-based tobacco cessation services and support.

For additional history on the ASHLine in Arizona, please visit the hyperlinked [Arizona Case Study](#), published by NAQC.

Quit Rates

According to the Arizona Center for Tobacco Cessation's *Fiscal Year 2020 Annual Report*, the overall tobacco quit rate among ASHLine clients for FY20, which is self-reported by clients during a seven (7)-month follow-up survey, was thirty-two percent (32%). The rate of clients who reported being entirely nicotine abstinent, including both tobacco and e-cigarettes, was thirty (30%). Among clients who received one to two (1-2) coaching sessions, abstinence rates were higher for those who used cessation medication. In contrast, clients with three or more (3+) coaching sessions had higher abstinence rates without the use of medication.

In FY20, ASHLine received 10,379 total calls, sixty-eight percent (68%) of which occurred during regular business hours (7 am – 8 pm) and were answered by ASHLine staff. After-hour calls were responded to by Contact One, the live-answer call service. Contact One assists ASHLine during holidays and after-hours by pre-enrolling callers interested in receiving services. If an individual is enrolled in services and calls outside of ASHLine's operating hours, Contact One assists the client by leaving a detailed message for their coach, and the client is called back within forty-eight (48) hours. Last year, ASHLine received 1,049 pre-enrollment referrals from Contact One, 50% of which enrolled in services, up seventeen percent (17%) from the year before.³

² https://cdn.ymaws.com/www.naquitline.org/resource/resmgr/docs/naqc_case_study_az_final.pdf

³ Arizona Center for Tobacco Cessation. (2020). *Annual Report: Fiscal Year 2020*.



Part ONE (1) Exhibit Two (2): Background of Arizona Tobacco Use and State Quitline Services

REQUEST FOR PROPOSAL No.: BPM004110 Tobacco Quitline Services

ARIZONA DEPARTMENT OF HEALTH SERVICES
150 North 18th Ave, Suite 530
Phoenix, AZ 85007

Enrollments

In total, 5,910 clients enrolled in ASHLine services in FY20. These include those who proactively called the ASHLine directly during normal business hours, were referred by a partner organization, submitted an online request, called after hours (Contact One), or were former clients who indicated an interest in re-enrolling during their seven (7)-month follow-up survey.

In FY20, ASHLine reached an estimated over one percent (1.4%) of adult tobacco users in Arizona through calls into the ASHLine. Among self-referred clients, thirty-one percent (31%) reported hearing about ASHLine through media or printed advertisements, including television, internet, radio, newspapers, or brochures. Other sources include healthcare providers thirty-five percent (35%), and friends and family members consisting of twelve percent (12%). ASHLine’s reach remains primarily localized in Maricopa and Pima counties, where approximately three-quarters (3/4) of ASHLine clients reside.³

Partner Referrals

In FY20, the ASHLine received 6,636 partner referrals. Following previous years’ trends, the top two (2) referring sectors were behavioral health clinics at twenty-four percent (24%) and acute care hospitals at twenty-three percent (23%). Additionally, the number of referrals from health plans are nineteen percent (19%) and federally qualified health centers (FQHC) are at thirteen percent (13%) continued to increase and further surpass medical practices at ten percent (10%).³

Utilization of Services

In FY20, eighty percent (80%) of clients received at least one coaching session. When interviewed at a seven (7)-month follow up survey, 55% reported using cessation medication during their quit attempt, a slight increase from FY19. Changes in how clients receive NRT from ASHLine (from having medication shipped directly to their home to picking it up at a nearby pharmacy), represent a potential barrier and may result in a slight decrease in cessation medication use FY21. On average, clients received 3.4 coaching sessions in FY20.³

In FY19 and FY20, cost per client served was determined based on dividing the ASHLine Price Sheet each fiscal year minus any unobligated funds, divided by the number of ASHLine enrollments within each fiscal year. Therefore, cost per client served in FY19 was \$248.55 compared to cost per client served in FY20, which was \$309.18.

FY19: Price Sheet, \$2,287,930 – \$267,466 (unobligated) = \$2,020,464 /8129 (enrollments) = \$248.55

FY20 Price Sheet: \$2,287,781 – \$460,481 (unobligated) = \$1,827,300/5910 (enrollments) = \$309.18

Based on the cost, utilization (clients enrolled in the ASHLine), and quit rates for each year, averted annual healthcare costs and return on investment (ROI) can be calculated.

FY19: 8,129 * 0.38 (quit rate) = 2,926 individuals quit at 7 months * \$2,086 (annual health care costs for smoker) = \$6,104,553 averted health care costs

FY19 ROI: [\$6,104,553 (averted health care costs) – \$2,020,464 (program cost)]/\$2,020,464 (program cost) = 2.02

FY20: 5,920 * 0.32, (quit rate) = 1,894 individuals quit at 7months * \$2,086 (annual health care costs for smoker) = \$3,951,718 averted health care costs

FY20 ROI: [\$3,951,718 (averted health care costs) – \$1,827,300 (program cost)]/\$1,827,300 (program cost) = 1.16⁴

⁴ Martz, Mark. “AzHIP ASHLine Utilization and Cost.” Message to Emily Carlson. 7 April 2021. E-mail.



Part ONE (1) Exhibit Two (2): Background of Arizona Tobacco Use and State Quitline Services

REQUEST FOR PROPOSAL No.: BPM004110 Tobacco Quitline Services

ARIZONA DEPARTMENT
OF HEALTH SERVICES
150 North 18th Ave, Suite 530
Phoenix, AZ 85007

Client Characteristics

Currently, the ASHLine serves primarily AHCCCS members or AHCCCS-eligible clients; the uninsured; and the under-insured. Previous to FY20, anyone living in Arizona was eligible for ASHLine services regardless of insurance status. In FY20, the ASHLine adjusted enrollment eligibility criteria to focus on underserved communities in an effort to focus on individuals most disproportionately impacted by tobacco use. Individuals with private insurance or military/veteran insurance who call the ASHLine are now redirected to tobacco cessation services provided by their private health plans. This change has allowed ASHLine to direct more of the annual budget towards serving those at higher risk of smoking.

According to the Arizona Center for Tobacco Cessation's *Fiscal Year 2020 Annual Report*, there was a slight increase (3%) in the proportion of clients who have AHCCCS (43%). In FY20, a total of 62% of ASHLine clients reported having at least one behavioral health condition at the time of enrollment, and 42% reported having both a behavioral health condition and a chronic health condition. Understanding this and being aware of the specific needs of those with behavioral health conditions helped ASHLine management make informed, evidence-based decisions to develop tailored program protocols to enhance the services that these individuals receive. Additionally, ASHLine has a disproportionately high number of clients who identify as LGBTQ (7.1%), which is consistent with research showing higher tobacco use among people who identify as LGBTQ when compared with those who do not.³

Arizona Health Care Cost Containment System (AHCCCS)

Founded in 1982, the [Arizona Health Care Cost Containment System](#) (written as AHCCCS and pronounced 'access') is Arizona's Medicaid program, a federal health care program jointly funded by the federal and state governments for individuals and families who qualify based on income level.

AHCCCS is a \$14 billion program that operates under an integrated managed care model, through a Research and Demonstration 1115 Waiver. Contracted health plans coordinate and pay for physical and behavioral health care services delivered by more than 80,000 health care providers to 1.9 million Arizonans.⁵

In order to be eligible for AHCCCS, an individual must meet the following criteria:

- Is an Arizona resident
- Ages nineteen to sixty-four (19 to 64)
- Does not qualify for Medicare
- Is not pregnant
- Is a United States citizen or a qualified immigrant
- Has a Social Security number or applies for one
- Applies for potential income that may be available, such as unemployment, pensions, and Social Security
- When the individual is the primary caretaker of a child, the child must have insurance coverage
- Is under the income limit
- Is not eligible for any other group

The Federal Poverty Level (FPL) guidelines for the program demonstrate the allowable income an applicant can receive each month before taxes (gross income limit) and other deductions are subtracted. Gross monthly income limit is increased approximately \$497 per additional person within the household.

⁵ <https://www.azahcccs.gov/AHCCCS/AboutUs/>



**Part ONE (1) Exhibit Two (2): Background of
Arizona Tobacco Use and State Quitline
Services**

**REQUEST FOR PROPOSAL No.: BPM004110
Tobacco Quitline Services**

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OF HEALTH SERVICES**
150 North 18th Ave, Suite 530
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Table 1. Federal Poverty Level (FPL) Eligibility Requirements

Household Size	Gross Monthly Income Limit Effective 01/13/2021
1	\$1,073
2	\$1,452
3	\$1,830
4	\$2,208
5	\$2,587

For additional details on the AHCCCS Care Delivery System and list of participating health plans, visit <https://www.azahcccs.gov/shared/Downloads/DeliverySystem.pdf>.

Tobacco Cessation Services

Per the AHCCCS Medical Policy Manual, some eligible AHCCCS members will qualify for an additional twelve (12)-week supply of NRT.


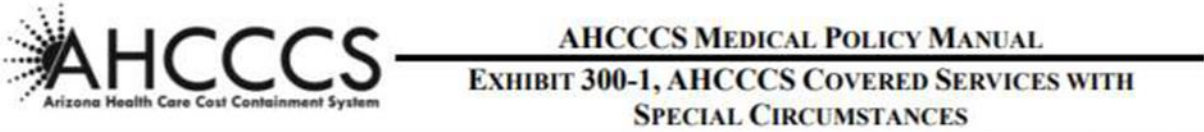
	<p align="center">Part ONE (1) Exhibit Two (2): Background of Arizona Tobacco Use and State Quitline Services</p>	<p align="center">ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18th Ave, Suite 530 Phoenix, AZ 85007</p>
	<p align="center">REQUEST FOR PROPOSAL No.: BPM004110 Tobacco Quitline Services</p>	

Table 2. AHCCCS Covered Services with Special Circumstances



SERVICES	TITLE XIX		TITLE XXI
	<21	>21	<19
TOBACCO CESSATION PRODUCTS	X*	X*	X*
<p>Member must enroll by calling Arizona Smokers Helpline 1-800-556-6222.</p> <p>The maximum supply a member may receive of a tobacco cessation product is a 12-week supply in a six-month time period. The six-month period begins on the date the pharmacy fills the first tobacco cessation product.</p> <p>Prior Authorization is required for:</p> <ol style="list-style-type: none"> Members under the age of 18 years old, Brand name medications when a generic product is available, and Bupropion 24 hour / Wellbutrin XL <p>Coverage is not authorized for:</p> <ol style="list-style-type: none"> Non-Title XIX members, Indications other than for as an aid for smoking cessation, Doses greater than the FDA Maximum Allowable, Combination treatment with more than one of the above agents, or Specific drug-disease condition contraindications. 			
TRIAGE	X	X	X


Pharmaceutical Partnerships - Community Pharmacy NRT Fulfillment Program

In July 2020, the ASHLine transitioned from providing a two (2)-week starter kit, or “quit kit”, of over-the-counter nicotine replacement therapy (OTC NRT) to their clients via a direct mail model to fulfilling NRT using a voucher approach through local pharmacies.

In partnership with the [Arizona Pharmacy Association](#) (AzPA), a network of participating pharmacies was established across the state of Arizona.

Upon enrollment, a member profile is created for each eligible client in a pharmacy management database, OptumRx. A fax order form is sent to the client’s preferred pharmacy that contains detailed information for each client: unique client identification number, NRT type, dosage, quantity, and any medical contradictions the client may have disclosed.

During the first coaching session with the client, the client’s quit coach provides the client with an NRT “voucher”. ASHLine staff mail each client a program welcome packet that includes the NRT voucher and a paper navigation tool that the client can complete and take with them to a local, participating pharmacy in order to pick up the two (2)-week quit kit.

	<p align="center">Part ONE (1) Exhibit Two (2): Background of Arizona Tobacco Use and State Quitline Services</p> <p align="center">REQUEST FOR PROPOSAL No.: BPM004110 Tobacco Quitline Services</p>	<p align="center">ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18th Ave, Suite 530 Phoenix, AZ 85007</p>
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If the fax form is received successfully at the pharmacy and the pharmacy processes the order correctly in the OptumRx claims database, the pharmacy is then able to directly bill OptumRx for the two (2)-week starter kit and the client can pick up their NRT within two to three (2 to 3) business days.

In addition, for clients who disclose a medical contraindication, ASHLine provides a prior authorization form for the pharmacy to send to the health care provider to receive approval from the client’s healthcare provider prior to dispensing NRT at the pharmacy. In addition, ASHLine provides information to the pharmacist and health care provider about the additional twelve (12) weeks of tobacco cessation pharmacotherapies state Medicaid beneficiaries are eligible to receive under the AHCCCS tobacco cessation program.

For additional information on the Community Pharmacy NRT Program, including a Frequently Asked Questions (FAQ) document and a recorded training webinar, visit <https://azpharmacy.org/ashline-nrt-fulfillment-program/>.



Part ONE (1) Exhibit Three (3): Contractor Expenditure Report (CER)
REQUEST FOR PROPOSAL No.: BPM004110
Tobacco Quitline Services

ARIZONA DEPARTMENT OF HEALTH SERVICES
 150 North 18th Ave, Suite 530
 Phoenix, AZ 85007

Arizona Department of Health Services Accounting / Contracts 150 N 18th Avenue Phoenix, Arizona 85007	CONTRACTOR'S EXPENDITURE REPORT (CER) 1. Invoice Number _____ 2. Contract Number _____ 3. PI Name / Vendor Name _____ 4. Purchase Order - GAE Number _____ 5. Reporting Period _____	<input type="checkbox"/> Cost Reimbursement - Cumulative Actual <input type="checkbox"/> Fixed Price <input type="checkbox"/> Periodic Report <input type="checkbox"/> Final Report
--	--	--

Detailed Statement of Expenditures, Fixed Price and Match Requirements

6. COST REIMBURSEMENT (Actual Expenditures)	Approved Initial Budget	Date of Approved Budget Amendment	Approved Amended Budget	Prior Reporting Period YTD Expenditures	Current Reporting Period Expenditures	Total YTD Expenditures
A. Account Classification:						
Personal Services	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
ERE	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Professional & Outside Services	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Travel	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Occupancy	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Other Operating	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Capital Outlay	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Cost	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

7. FIXED PRICE (Deliverables)	Rate Per Unit	Number of Units Provided This Reporting Period	Total Funds Earned This Reporting Period	Prior Reporting Period - YTD Funds Earned	Total YTD Funds Earned
A. Type of Unit: (Insert Below)					
	\$		\$ 0.00	\$	\$ 0.00
	\$		\$ 0.00	\$	\$ 0.00
	\$		\$ 0.00	\$	\$ 0.00
	\$		\$ 0.00	\$	\$ 0.00
Total			\$ 0.00	\$ 0.00	\$ 0.00

8. Match Expenditures (Actual Expenditures)	Prior Reporting Period YTD Expenditures	Current In-Kind Match Expenditures	Current Cash Match Expenditures	Total YTD Match Expenditures
A. Account Classification: (Insert type of match below)				
	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

ADHS USE ONLY	THIS SECTION FOR ADHS FINANCE USE ONLY	AMOUNT	CONTRACTOR CERTIFICATION																																																
I certify this report has been examined by me, and to the best of my knowledge and belief, the expenses noted are appropriate and reasonable. I also confirm the reported expenditures for fixed price information is valid, based on a review of supporting records. The sub recipient is in compliance with the terms of the contract which allows the program to approve and pay this CER invoice. ADHS PROGRAM CERTIFICATION: <input type="checkbox"/> Performance Satisfactory For Payment <input type="checkbox"/> Performance Unsatisfactory, Withhold Payment <input type="checkbox"/> No Payment Due	Total Expenditures / Total Fixed Price		\$ 0.00																																																
	Adj (if required):		\$ 0.00																																																
	Less: Year-to-Date Payments		\$ 0.00																																																
	Adj (if required):		\$ 0.00																																																
	Net Payment Due:		\$ 0.00																																																
	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Fiscal Year</th> <th>Function</th> <th>PPC</th> <th>Major Program</th> <th>Program</th> <th>Amount</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td align="right">\$</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td align="right">\$</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td align="right">\$</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td align="right">\$</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td align="right">\$</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td align="right">\$</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td align="right">\$</td></tr> </tbody> </table>	Fiscal Year	Function	PPC	Major Program	Program	Amount						\$						\$						\$						\$						\$						\$						\$		I certify that this report has been examined by me, and to the best of my knowledge and belief, the reported expenditures and fixed price information are allowable, valid, based upon our official accounting records (book of account) and consistent with the terms of the contract. It is also understood that the contract payments are calculated by the Department of Health Services based upon information provided in this report.
Fiscal Year	Function	PPC	Major Program	Program	Amount																																														
					\$																																														
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PROGRAM MANAGER NAME / DATE			CONTRACTOR'S NAME / DATE																																																



**Part ONE (1) Exhibit Four (4): Work Plan
Template**

**REQUEST FOR PROPOSAL No.: BPM004110
Tobacco Quitline Services**

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

Action Plan							
Staff Completing Action Plan:							
Goal:	Blank						
SMART Objective:							
Indicator:							
ADHS Strategy							
ADHS Strategy							
ADHS Strategy							
Other Strategy							
			Milestone for Achievement	Q1	Q2	Q3	Q4
	Major Action Steps	Staff					
1							
2							



**Part ONE (1) Exhibit Four (4): Work Plan
Template**

**REQUEST FOR PROPOSAL No.: BPM004110
Tobacco Quitline Services**

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

3							
4							



Part ONE (1) Exhibit Five (5): Quarterly Reporting Template
REQUEST FOR PROPOSAL No.: BPM004110
Tobacco Quitline Services

ARIZONA DEPARTMENT OF HEALTH SERVICES
 150 North 18th Ave, Suite 530
 Phoenix, AZ 85007

Quarterly Report	
Year: Quarter: 1 Staff Completing Report: Date Completed:	
Goal 1:	
Indicators / Accomplishments	
Q1	
Q2	
Q3	
Q4	
Barriers / Challenges	
Q1	
Q2	



**Part ONE (1) Exhibit Five (5): Quarterly
Reporting Template**

**REQUEST FOR PROPOSAL No.: BPM004110
Tobacco Quitline Services**

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**
150 North 18th Ave, Suite 530
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Q3	
Q4	
Technical Assistance Requests and Additional Comments	
Q1	
Q2	
Q3	
Q4	
Goal 2:	
Indicators / Accomplishments	
Q1	
Q2	
Q3	
Q4	



**Part ONE (1) Exhibit Five (5): Quarterly
Reporting Template**

REQUEST FOR PROPOSAL No.: BPM004110

Tobacco Quitline Services

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OF HEALTH SERVICES**
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Barriers / Challenges	
Q1	
Q2	
Q3	
Q4	
Technical Assistance Requests and Additional Comments	
Q1	
Q2	
Q3	
Q4	

Comments/ Success Stories:



**Part ONE (1) Exhibit Six (6): Annual Report
Outline**

**REQUEST FOR PROPOSAL No.: BPM004110
Tobacco Quitline Services**

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

End of Year Report	
Year: Staff Completing Report: Date Completed:	
Goal 1:	
Summary of Progress	
Task 1:	<u>Major Activities:</u> <u>Specific Objectives:</u> <u>Significant Results or Key Outcomes (Positive & Negative):</u> <u>Stated Goals MET/Not Met:</u>
Task 2:	<u>Major Activities:</u> <u>Specific Objectives:</u> <u>Significant Results or Key Outcomes (Positive & Negative):</u> <u>Stated Goals Met/Not Met:</u>
Goal 2:	
Summary of Progress	
Task 1:	<u>Major Activities:</u> <u>Specific Objectives:</u> <u>Significant Results or Key Outcomes (Positive & Negative):</u> <u>Stated Goals MET/Not Met:</u>
Task 2:	<u>Major Activities:</u> <u>Specific Objectives:</u>



**Part ONE (1) Exhibit Six (6): Annual Report
Outline**

**REQUEST FOR PROPOSAL No.: BPM004110
Tobacco Quitline Services**

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

Significant Results or Key Outcomes (Positive & Negative):


Stated Goals Met/Not Met:


Success Stories:

Training and Professional Development:

Changes Significantly Impacting Expenditures:

Other Organizations Involved as Partners

	<p align="center">Part ONE (1) Exhibit Seven (7): Contract Administration and Monitoring Policy</p> <p align="center">REQUEST FOR PROPOSAL No.: BPM004110</p> <p align="center">Tobacco Quitline Services</p>	<p align="center">ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18th Ave, Suite 530 Phoenix, AZ 85007</p>
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 ADHS	ARIZONA DEPARTMENT OF HEALTH SERVICES	NUMBER FIN120	LEVEL I	DATE 11/30/2020
SUBJECT:	Contract Administration and Monitoring Policy			
SUPERSEDES:				
PRIMARY RESPONSIBILITY:	Division of Planning and Operations – Business and Financial Services			

2.1 Purpose

To establish uniform guidelines ensuring all contracts within ADHS are monitored for performance and adherence to the contract terms.

3.1 Applicability

All service contracts including any subrecipient agreements. For commodity purchases, please follow FIN 115.

4.1 Policy

This policy establishes requirements for contract development and monitoring activities. This policy promotes proper performance monitoring to ensure vendors are performing their duties and obligations in accordance with the terms and conditions of the contract.

5.1 Policy Details

A. Contract Development:

Procurement should ensure staff with key subject matter expertise (e.g. program staff, finance, and legal) are involved in the development of terms and conditions of each contract.

Contract tasks are the responsibility of program staff and should be Specific, Measurable, Achievable, Relevant, and Time-Bound (SMART). If developing a fixed-price subaward, Finance Managers must review the deliverables, and pricing information to ensure compliance with CFR 200.201. Examples of what should be included:

1. Specific
 - a. Scope and purpose of the contract
 - b. Contract period
 - c. Services to be performed and/or commodities to be provided
 - d. Actions for non-compliance (e.g., corrective action, repayment of funds, contract termination, etc.)

2. Measurable
 - a. Quantities of commodities or service to be provided
 - b. Unit or fixed prices for goods and services

3. Achievable
 - a. Realistic deliverables from the contractor or specific circumstances in which the contractor may subcontract

4. Relevant
 - a. Performance requirements



**Part ONE (1) Exhibit Seven (7): Contract
Administration and Monitoring Policy**

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- b. Documentation requirements
- c. Billing and payment requirements

5. Time-Bound

- a. Due dates for goods and services
- b. Deadline for billing

B. Contract Monitoring:

1. All contracts must be monitored by each program to ensure services conform to the terms and conditions specified in the contract. To aid in this process, all programs must develop a contract administration plan for each contract with the following elements (sample template is available on the intranet):
 - a. Contract administration team member(s)
 - b. Roles and responsibilities for each team member
 - c. Purpose of contract
 - d. Pricing structure (i.e. fixed or reimbursement)
 - e. Payment frequency
 - f. How performance is to be measured and accepted
 - g. The dollar amount of the contract.
 - h. Date contract was effective
 - i. Amendments to the contract
 - j. Tool and/or method to track the completion of contract requirements, including:
 - i. Specific contract deliverables
 - ii. Reporting and documentation requirements
 - iii. Requirements for payment
2. All programs should conduct a post-award meeting with contract administration team members and the contractor to ensure understanding of the contract administration plan.
3. Exceptions for the contract administration plan requirement may be granted at the discretion of the Chief Procurement Officer or Chief Financial Officer.

C. Contract Non-Compliance:

1. At the first sign of non-compliance program staff must try to rectify with the contractor and should notify procurement.
2. If program staff identify trends in non-compliance or significant non-compliance, they must elevate to procurement.
3. Procurement staff must work through the tools and remedies available to cure non-compliance issues as specified in the ADHS Procurement Manual.

D. Contract Overpayments:

1. Programs must notify Procurement of monies incorrectly paid. Procurement will work with Accounting to make reasonable efforts in collection (*e.g. sending collection notices and reaching out to the vendor directly*). Reasonable means those that are commensurate with the amount



Part ONE (1) Exhibit Seven (7): Contract Administration and Monitoring Policy

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owed to the State and the particular circumstances.

2. Accounting must follow the delinquent debt processing process outlined in the [State of Arizona Accounting Manual 20-22](#).
3. Accounting must refer all unresolved delinquencies greater than ninety days to the [Bankruptcy and Collection Enforcement Section at the Office of the Attorney General](#).

E. Periodic Audit Review:

1. Each program may be subject to additional review by the Internal Audit Unit for adherence and compliance with this policy. Reviews will be conducted based on a risk-based approach as determined by the Internal Audit Unit. Any identified programs with noncompliance with this policy will be issued a management letter and expected to rectify within 30 days of issuance.

6.1 Definitions

ADHS -Arizona Department of Health Services

7.1 Feedback

Staff may provide policy feedback by sending an email to: [ADHS Policy/Procedure Feedback](#)

<p>APPROVED:</p> <p>Don Herrington</p> <p>Digitally signed by Don Herrington Date: 2020.12.08 09:20:06 -07'00'</p>	<p>12/08/2020</p>
<p>Don Herrington Deputy Director for Planning and Operations</p>	<p>Date of Last Review</p>

Please see the ADHS Intranet Forms & Policies Section for the most current & up-to-date Policy



**Part ONE (1) Exhibit Eight (8):
Confidentiality Policy**

**REQUEST FOR PROPOSAL No.: BPM004110
Tobacco Quitline Services**

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

	ARIZONA DEPARTMENT OF HEALTH SERVICES	NUMBER HS104	LEVEL I	DATE 02/04/2015
SUBJECT:	CONFIDENTIALITY POLICY			
SUPERSEDES:				
PRIMARY RESPONSIBILITY:	Division for Planning and Operations			

Definitions

Refer to the PSP Glossary of Terms located on the [ADOA-ASET website](#).

Authority

Arizona Revised Statutes (ARS)§ 41-3504 and § 41-3507.

Arizona Revised Statutes (ARS)§ 36-104, Powers and Duties of the Director. Statewide policy P8280, Acceptable Use Statewide policy 8120, Information Security Program Policy

State Personnel System (SPS) Rule R2-5A-501, Standards of Conduct Statewide Standard 8350, System and Communication Protection Statewide Standard 8220, System Security Maintenance Statewide policy 8340, Identification and Authentication Statewide policy 8320, Access

ControlStatewide policy 8250, Media Protection


Statewide policy 8110, Data Classification and Handling Statewide policy 8220, System Security Maintenance

NIST 800-53 Rev. 4, Recommended Security Controls for Federal Information Systems and Organizations, February2013, January 2012

HIPAA Administrative Simplification Regulation, Security and Privacy, CFR 45 Part 164, February 2006 Payment Card Industry Data Security Standard (PCI DSS) v2.0, PCI Security Standards Council, October 2010.

IRS Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies: Safeguards for Protecting Federal Tax Returns and Return Information, 2010.

General Records Retention Schedule for All Public Bodies, Electronic Communications, Social Networking and WebsiteRecords, Schedule Number 000-12-22, Arizona State Library, Archives and Public Records.

APPROVED: 	08/18/16
Janet Mullen, PhD, MBA Deputy Director for Planning and Operations	Date of Last Review



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**ARIZONA DEPARTMENT
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Phoenix, AZ 85007

	ARIZONA DEPARTMENT OF HEALTH SERVICES	NUMBER	LEVEL	DATE
		HS104	I	02/04/2015
SUBJECT:	CONFIDENTIALITY POLICY			
SUPERSEDES:				
PRIMARY RESPONSIBILITY:	Division for Planning and Operations			

Purpose

This policy establishes and defines the key elements regarding management of confidential information by Arizona Department of Health Services (ADHS) workforce members. This policy covers the handling of all confidential information in an effort to protect confidentiality while balancing ADHS' responsibility to protect public health. This policy pertains to all verbal, paper and electronic confidential information.

Policy

It is the policy of ADHS to protect confidential information. Confidential information includes Protected Health Information (PHI) and Personally Identifiable Information (PII) regarding employees, clients/patients, and the public as well as other forms of confidential information related to proprietary and/or business information. Workforce members have legal and professional obligations to uphold this confidentiality except as required by law. This policy requires staff to take all necessary precautions to appropriately protect confidentiality in their day to day use of information. All information outlined in this policy complies with the Joint Commission; the Centers for Medicare and Medicaid Services; and all federal, state and local laws, rules and regulations.

Applicability

All ADHS Workforce members

Definitions

De-identified data - Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule, data are de-identified if either (1) an experienced expert determines that the risk that certain information could be used to identify an individual is "very small" and documents and justifies the determination, or (2) the data do not include any of the following eighteen identifiers (of the individual or his/her relatives, household members, or employers) which could be used alone or in combination with other information to identify the subject: names, geographic subdivisions smaller than a state (including zip code), all elements of dates except year (unless the subject is greater than 89 years old), telephone numbers, Fax numbers, email address, Social Security numbers, medical record numbers, health plan beneficiary numbers, account numbers, certificate/license numbers, vehicle identifiers including license plates, device identifiers and serial numbers, URLs, internet protocol addresses, biometric identifiers, full face photos and comparable images, and any unique identifying number, characteristic or code; note that even if these identifiers are removed, the Privacy Rule states that information will be considered identifiable if the covered entity knows that the identity of the person may still be determined.

Personal Identifying Information (PII) - All information that: describes, locates or indexes anything about an individual including his or her real or personal property holdings derived from tax returns, and his or her education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment records, or that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual; and the record of his or her presence, registration, or membership in an organization or activity, or admission to an institution. PII includes information such as race, sex, age, home.



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	ARIZONA DEPARTMENT OF HEALTH SERVICES	NUMBER HS104	LEVEL I	DATE 02/04/2015
SUBJECT:	CONFIDENTIALITY POLICY			
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address, home telephone number, marital status, dependents' names, insurance coverage, or Social Security Number.

Protected Health Information (PHI) - Individually identifiable health information including demographic data, (i) that relates to the individual's past, present or future physical or mental health or condition, the provision of health care to the individual, or the past, present, or future payment for the provision of health care to the individual, and (ii) that identifies the individual or for which there is a reasonable basis to believe can be used to identify the individual. Individually identifiable health information includes many common identifiers (e.g., name, address, birth date, Social Security Number).

Public Health Investigations - For the purposes of this policy, public health investigations include the core public health activities of surveillance and investigation, as well as ADHS health oversight activities such as surveys, inspections, contacting clients or providers as necessary for public health program activities, as well as death or other investigations, management of registries or collection and management of any other data sets related to a mandated or contracted public health activity.

Authority


- 45 CFR § 164.512, Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- A.R.S. § 36-104, Powers and Duties of the Director
- A.R.S. § 36-107, Power to promulgate rules concerning confidential nature of records
- A.R.S. § 36-133, Chronic disease surveillance system; confidentiality; immunity; violation; classification
- A.R.S. § 36-135, Child immunization reporting system; requirements; access; confidentiality; immunity; violation; classification; definitions
- A.R.S. § 36-2163, Reports; confidentiality; annual statistical report; violations; classification; unprofessional conduct
- A.R.S. § 36-2221, Trauma center data; requirements; confidentiality; violation; classification
- A.R.S. § 36-2227, Informal interviews; request for information; non-dissemination; violation; classification
- A.R.S. § 36-2604, Use and release of confidential information; definition
- A.R.S. § 36-2810, Confidentiality
- Arizona Administrative Code, Title 9, Chapter 10
- Arizona Administrative Code, Title 9, Chapter 20



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<p>APPROVED:</p> 	<p>02/04/15</p>
<p>Janet Mullen, PhD, MBD Deputy Director for Planning and Operations</p>	<p>Date of Last Review</p>