



NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
AGENDA

Wednesday, February 19, 2025

9:30 AM - CALL TO ORDER

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

BUSINESS BEFORE THE BOARD

(Consideration/Approval/Disapproval of the following:)

(1) **CONSENT ITEMS:**

All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

- * A. Discussion/approval/disapproval of Minutes from January 29, 2025, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)
- * B. Discussion/approval/disapproval of Memorandum of Agreement (MOU) between CAN Community Health Inc., and Pinal County Public Health Services District through the Pinal County Board of Supervisors beginning February 28, 2025, ending February 28, 2028. This agreement will be used by the Public Health Services District to promote access to Pre-Exposure Prophylaxis (PrEP) education and/or services through collaborative work and coordination, provide access to medications for newly diagnosed individuals through Rapid start, and care/treatment of HIV positive individuals that qualify for program services. (Carey Lennon/Merissa Mendoza)

ADJOURNMENT

(SUPPORTING DOCUMENTS ARE AVAILABLE AT THE CLERK OF THE BOARD OF SUPERVISORS' OFFICE AND AT <https://pinal.novusagenda.com/AgendaPublic/>)

NOTE: One or more members of the Board may participate in this meeting by telephonic conference call.

The Board may go into Executive Session for the purpose of obtaining legal advice from the County's Attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

In accordance with the requirement of Title II of the Americans with Disabilities Act (ADA), the Pinal County Board of Supervisors and Pinal County Board of Directors do not discriminate against qualified individuals with disabilities admission to public meetings. If you need accommodation for a meeting, please contact the Clerk of the Board Office at (520) 866-6068, at least (3) three business days prior to the meeting (not including weekends

or holidays) so that your request may be accommodated.

Pursuant to A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN, that the public will have physical access to the meeting room at 9:15 AM.

Meeting Notice of Posting



AGENDA ITEM

February 19, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Minutes from January 29, 2025, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

Approve as presented.

History		
Time	Who	Approval

ATTACHMENTS:

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☐ [Minutes PHSD](#)



PINAL COUNTY

WIDE OPEN OPPORTUNITY

**PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, January 29, 2025
12:12 PM**

BOARD OF DIRECTORS

Chairman Stephen Q. Miller
Director, District 3

Vice-Chairman Jeffrey McClure
Director, District 4

Rich Vitiello
Director, District 1

Mike Goodman
Director, District 2

Jeff Serdy
Director, District 5

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

All Presentations are attached to the Agenda at:
[Click Here to View the Public Health Services District Agenda](#)

and a Video Recording of this meeting can be viewed at:
[Click Here to View Video Recording](#)

The Pinal County Public Health Services District Board of Directors convened at 12:12 p.m. this date. The meeting was called to order by Chairman Miller.

Members Present: Chairman Stephen Q. Miller; Vice-Chairman Jeffrey McClure; Director Rich Vitiello; Director Mike Goodman; Director Jeff Serdy

Staff Present: County Manager, Leo Lew; County Attorney, Brad Miller; Chief Civil Deputy County Attorney, Chris Keller; Clerk of the Board, Natasha Kennedy and Deputy Clerk of the Board, Kelsey Pickard

(1) CONSENT ITEMS:

All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

Chairman Miller asked if there were any requests from a Board Member, staff or the audience to remove any consent agenda items for discussion. There being none.

Item Action: Approved Consent Agenda Items A through C of the Pinal County Public Health Services District Agenda

Motion Made By: Supervisor McClure

Seconded By: Supervisor Vitiello

To approve Consent Agenda Items A through C of the Pinal County Public Health Services District Agenda

Motion Passed

Ayes: Goodman, McClure, Miller, Serdy, Vitiello (5)

- * A. Discussion/approval/disapproval of Minutes from December 4, 2024, and December 18, 2024, Board of Directors Public Health Services District Meetings. (Natasha Kennedy)
- * B. Discussion/approval/disapproval of Amendment No. 7 of Intergovernmental Agreement (IGA), Contract No. YH16-0018-09 between the Arizona Health Care Cost Containment System (AHCCCS) and Pinal County. This amendment changes the rates referenced in the IGA and the quarterly estimated State match advance payment. The IGA established procedures to permit AHCCCS to pay for medical services that qualify for Federal Financial Participation provided to the inmates of the Pinal County Jail Detention facilities. (Kore Redden/Merissa Mendoza)
- * C. Discussion/approval/disapproval of Service Agreement with Televox, Inc. for the Vaccine Reminder Program. This agreement shall become effective November 25, 2024, and will continue until a date to be determined. This program is sponsored by Pfizer and does not have any associated costs. (Carey Lennon/Merissa Mendoza)

12:13 p.m. – Chairman Miller adjourned the January 29, 2025, Pinal County Public Health Services District Board of Directors Meeting and reconvened the Pinal County Board of Supervisors Meeting.

**PINAL COUNTY
PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS**

Stephen Q. Miller, Chairman

ATTEST:

Natasha Kennedy, Clerk of the Board

Minutes Prepared By: Kelsey Pickard, Deputy Clerk of the Board

Approval of Minutes: February 19, 2025



AGENDA ITEM

February 19, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 257

Dept. #: 359

Dept. Name: Public Health Services District

Director: Merissa Mendoza

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Memorandum of Agreement (MOU) between CAN Community Health Inc., and Pinal County Public Health Services District through the Pinal County Board of Supervisors beginning February 28, 2025, ending February 28, 2028. This agreement will be used by the Public Health Services District to promote access to Pre-Exposure Prophylaxis (PrEP) education and/or services through collaborative work and coordination, provide access to medications for newly diagnosed individuals through Rapid start, and care/treatment of HIV positive individuals that qualify for program services. (Carey Lennon/Merissa Mendoza)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

There is no impact on the general fund.

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

Approve as presented

History	Who	Approval
Time		
2/7/2025 8:18 AM	County Attorney	Yes
2/7/2025 10:26 AM	Grants/Hearings	Yes
2/11/2025 8:27 AM	Budget Office	Yes
2/13/2025 1:40 PM	County Manager	Yes
2/13/2025 2:39 PM	Clerk of the Board	Yes

ATTACHMENTS:

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MEMORANDUM OF AGREEMENT
BETWEEN
CAN Community Health, Inc. (Agency)
AND
Pinal County Public Health Services District (Partner)

THIS MEMORANDUM OF AGREEMENT (this “Agreement”) is entered into by and between Pinal County Public Health Services District, a special taxing subdivision of the State of Arizona (“Partner”), and CAN Community Health, Inc., a Florida nonprofit corporation (“Agency”). Partner and Agency may each be referred to individually as a “party” and collectively as the “parties.” This Agreement is effective on the date of the last signature by the parties.

A. MISSION:

To promote improved access to Pre-Exposure Prophylaxis (PrEP) education, and/or services through collaborative work and coordination. To provide access to medications for newly diagnosed individuals through Rapid stART. To provide care and treatment of HIV positive individuals that have qualified for the Ryan White Part A program.

B. RESPONSIBILITIES OF AGENCY:

1. Provide prevention and testing activities in collaboration with Partner, if applicable.
2. Provide medical care as available at the location via CAN Connect for PrEP services, as clinically appropriate and in accordance with patient choice and considerations relating to a third party who may have financial responsibility for making payment to a provider on behalf of the patient.
3. Provide medical care and access to medication within three (3) business days, if possible.
4. Provide designated persons [“Designated Persons”] responsible for supporting the relationship between Partner and Agency.
5. Provide a list of personnel assigned to deliver and manage services.
6. Provide up to and a maximum of seven (7) laptops to Partner on loan by Agency for the duration of this Agreement, and Agency is responsible for all costs of laptops and any replacement or repairs for loss or damage to laptops.
7. Provide technical / IT support to Partner for laptops on loan for the duration of this Agreement, and Agency shall ensure all laptops have up-to-date software, appropriate firewalls, and all necessary security for transmission of individually identifiable and protected health information (PHI), all in accordance with applicable federal and state laws and regulations.
8. Provide Partner with training for CAN Connect and designated persons [“Designated Person”] responsible for providing training and support.

9. Agree to share information with appropriate Partner staff with appropriate releases to maximize success and assure confidentiality, all in accordance with applicable federal and state laws and regulations, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations.
10. Notify Partner of any key staff changes that would materially impact this Agreement.
11. Engage Partner in required and best practice monitoring, evaluation, and quality assurance (QA) activities.
12. Attend Partner meetings, as needed and if available, to ensure proper coordination of prevention services.
13. Provide Partner key information for referral per the receipt of a request of information (ROI) and/or the inclusion of a Business Associates Agreement (BAA), if required.
14. Shall appropriately train and educate key staff, including, without limitation, the Designated Person, with respect to the terms and conditions of this Agreement at least annually.
15. Warrants that it is familiar with the requirements of the HIPAA and regulations adopted thereunder; the Privacy Act of 1974, 5 U.S.C. § 552a, and regulations adopted thereunder; and State and Federal laws concerning confidentiality and privacy issues. Agency further warrants that it will comply with all applicable HIPAA requirements in the course of this Agreement and will cooperate with Partner in the course of performance of this Agreement so that both Agency and Partner are in compliance with HIPAA. Agency agrees to participate in any training that may be required and shall sign any documents that are necessary to keep the parties in compliance with HIPAA, including, without limitation, business associate agreements, pledge of confidentiality, HIPAA training certification, or other HIPAA related compliance documents, as well as all relevant and applicable Federal and state laws regarding confidentiality and privacy.
16. Agrees if Agency experiences any data, privacy, or security breaches that may include risk to or loss of any confidential information, including, without limitation, Personally Identifiable Information (PII) or PHI, Agency shall address such breach at its sole cost and provide \$1,000,000 in insurance coverage and credit monitoring/identity theft protection to any affected persons or entities. Within three business days (excluding weekends) of a breach being determined to have occurred, CAN's Director of Healthcare Compliance will notify Partner of the breach.

C. RESPONSIBILITIES OF PARTNER:

1. Provide services as set forth on their website, which may include medical, behavioral, nursing, prevention and support services, as appropriate, consistent with prevailing standards in the local community in which the care was delivered and in accordance with patient choice and considerations relating to a third party

- who may have financial responsibility for making payment to a provider on behalf of the patient.
2. Refer appropriate patients to Agency for treatment in accordance with 45 C.F.R. § 164.501.
 3. Establish and maintain a formal written process, approved by Partner, by which patients are linked to Partner's services and referral for treatment by Agency.
 4. Provide secure and confidential confirmation of successfully referred patients to Agency, as a health care provider, for treatment within 30 days of initial service, if applicable.
 5. Provide designated persons ["Designated Persons"] responsible to receive training on the use of the laptops on loan for the duration of this Agreement.
 6. Provide designated persons ["Designated Persons"] responsible to receive training on CAN Connect.
 7. When new staff are hired, Partner will train new staff on the use of the laptops and CAN Connect.
 8. Partner will ensure that laptops on loan for the duration of this Agreement will be used for the express purpose of CAN Connect to refer patients to Agency, as a health care provider, for PrEP education, navigation, and treatment.
 9. Partner will secure laptops on loan for the duration of this Agreement as if they are property of Partner; however, Partner is not responsible for any costs for loss or damage to laptops unless caused by negligent, gross negligent, or intentional misconduct of Partner.
 10. Partner will notify Agency within 24 business hours of loss or damage to any laptop, and Agency will make arrangements to replace or repair laptop, at Agency's sole expense.
 11. Participate, upon request, in Agency's policies and procedures with respect to, among other things, monitoring, evaluation, and Quality Assurance (QA) activities.
 12. Provide a designated person ["Designated Person"], as mutually agreed, responsible for receiving and supporting referrals for treatment between Partner and Agency.
 13. Notify Agency as soon as possible, of any schedule/appointment changes.
 14. Notify Agency of any key staff or location changes.
 15. Refer patients back to Agency for follow-up care and treatment, if any, and provide Agency with patient records if any additional testing or treatment will be provided by Partner.
 16. Shall appropriately train and educate key staff, including, without limitation, the Designated Person, with respect to the terms and conditions of this Agreement at least annually.
 17. Agrees to participate in any training that may be required and shall sign any documents that are necessary to keep the parties in compliance with HIPAA, including, without limitation, business associate agreements, pledge of confidentiality, HIPAA training certification, or other HIPAA related compliance documents, as well as all relevant and applicable Federal and state laws regarding confidentiality and privacy.

D. MUTUAL RESPONSIBILITIES/CONDITIONS:

1. TERM

The parties agree that this Agreement shall go into effect **02/28/2025** and shall automatically renew in successive one (1) year terms thereafter until 02/28/2028. Notwithstanding anything to the contrary. Any party may terminate this Agreement at any time by giving the other party written notice at least thirty (30) days prior to the intended termination date.

2. SPECIAL CONSIDERATIONS

Confidentiality: Where applicable the parties shall maintain confidentiality of all PHI, including, without limitation, client records, related to the services provided pursuant to this Agreement, in compliance with all applicable state and federal laws, including rules and regulations. The parties agree to comply with the HIPAA and any current and future regulations promulgated thereunder, including 45 C.F.R. Parts 160, 162, and 164.

3. GENERAL CONSIDERATIONS

Amendments: No modifications or amendment to the conditions contained herein shall be effective unless contained in a written document and executed by each party hereto. The terms of this Agreement may be revised at any time only by written agreement, executed by both parties hereto, except for point of contact. Each party reserves the right to change its point of contact without written agreement but will notify the other party within 30 days after such change.

Waiver of Breach: The failure on the part of either party to enforce any material provision of this Agreement on any single occasion shall not constitute a waiver of the right to enforce any and all material provisions of this Agreement.

Exclusivity: This Agreement is non-exclusive. Thus, the parties reserve the right to enter into similar agreements with other parties.

Independent Contractor: By this Agreement, the parties intend to establish between them the relationship of independent contractors. Nothing in this Agreement shall create, or be intended to create, a partnership, agency, joint venture, employment, or any other type of similar relationship. Each party and the officers, employees, agents, subcontractors, or other contractors thereof shall not be deemed by virtue of this Agreement to be officers, agents, or employees of the other party.

Use of Trademarks and Logos: Neither party may use the trade name, trademark, service mark, logo, or other designation of the other party without the express written approval of the party.

Non-Discrimination and Civil Rights Compliance: The parties agree to comply with all applicable state executive orders and federal and state laws, rules and regulations, including the legal requirements relating to nondiscrimination and nondiscriminatory use of federal and state funds, and which mandate, in part, that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The parties agree not to deny benefits or services, or otherwise discriminate on the

basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. §§ 2000d-1 et seq., and implementing regulations at 31 CFR Part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and implementing regulations at 31 CFR Part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. §§ 6101 et seq., and implementing regulations at 31 CFR Part 23. The parties agree to take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.

Legal Arizona Workers Act Compliance: The parties hereby warrant that they will, at all times, during the term of this Agreement comply with all federal immigration laws applicable to their employment of their employees and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach, and the parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The parties retain the legal right to inspect the papers of each contractor or subcontractor employee who performs work pursuant to this Agreement to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

Cancellation for Conflict of Interest: This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

Governing Laws: This Agreement shall be governed by federal laws and the laws of the State of Arizona.

Indemnification: [intentionally omitted]

Insurance: The parties shall maintain appropriate insurance. Certificates of Insurance shall be provided to a party upon request.

Notice: Any notice required to be given hereunder shall be in writing, certified or registered mail, return receipt requested, addressed to the parties at their respective address indicated below. The following persons are to be the general contact persons for the term of this Agreement.

- For Partner:

Name: Carey Lennon
Clinical Services Division Manager & Women's Health Nurse Practitioner
Physical address: 971 N Jason Lopez Circle, Building D, Florence, AZ 85132
Mailing Address: P.O. Box 2945, Florence, AZ 85132
Phone: 1-866-960-0633
Email: phclemicservices@pinal.gov

- For CAN Community Health:

Name: Andrea Melanson, MPA
Grants and Contract Manager III
1125 N. Nova Road
Daytona Beach, FL 32117
352-978-1851
amelanson@cancommunityhealth.org

cc: Legal Department
9040 Town Center Parkway
Lakewood Ranch, FL 34202

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

CAN

PARTNER

Signature: _____
Rishi Patel, PharmD, MBA, AAHIVP
President and CEO

Signature: _____
Steven Q. Miller, Chairman, Board of Directors

Date: _____

Date: _____

ATTEST:

Signature: _____
Natasha Kennedy, Clerk of the Board



AGENDA ITEM

February 19, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Pursuant to A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN, that the public will have physical access to the meeting room at 9:15 AM.

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:

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No Attachments Available



AGENDA ITEM

February 19, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Meeting Notice of Posting

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:

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☐ [Notice of Posting](#)



MEETING NOTICE OF POSTING

STATE OF ARIZONA

COUNTY OF PINAL

I, Natasha Kennedy, being duly sworn upon her oath, says as follows:

I am the appointed Clerk of the Pinal County Board of Supervisors.

In my position as Clerk of the Board of Supervisors and Board of Directors, I am responsible for posting all Agendas.

Pursuant to A.R.S. 38-431.02 notice is hereby given that the Pinal County Board of Supervisors and Pinal County Board of Directors will hold a Regular meeting on **Wednesday, February 19, 2025 at 9:30 AM** in the Board Hearing Room, 1891 Historic Courthouse, Administrative Complex, located at 135 N. Pinal Street, Florence, Arizona 85132. The public will have physical access to the meeting room at 9:15 AM.

Notice of Possible Recess: The Board may take a Recess around 12:30 PM and the meeting will reconvene around 1:00 PM.

Board Meetings are broadcasted live and the public may access the meeting on the County Website at Pinal.gov under "Meeting Videos."

Board Agendas are available on the County Website at Pinal.gov under "Agendas & Minutes."

At any time during business hours, citizens may reach the Clerk of the Board Office at (520) 866-6068 or via email at ClerkoftheBoard@pinal.gov for information about Board meeting participation.

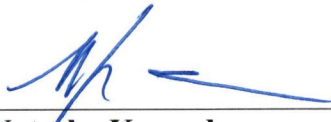
Note: One or more members of the Board may participate in this meeting by telephonic conference call.

I hereby further certify that I caused to be posted this Friday, February 14, 2025, around 11:00 AM the Regular Agenda, Public Health Service District Agenda, and Executive Session as follows:

1. A kiosk located outside the front entrance to The Old Historical Courthouse, Administrative Complex Building, 135 North Pinal Street, Florence, Arizona 85132
2. County Website under Agendas & Meetings located at Pinal.gov
3. Emailed the NOVUS Agenda Distribution List and Clerk of the Board Notification Distribution List

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Official Pinal County, Arizona Seal this 14th day of February, 2025.




Natasha Kennedy
Clerk of the Board of Supervisors
Pinal County, Arizona

CLERK OF THE BOARD OF SUPERVISORS

1891 Historic Courthouse | 135 North Pinal Street | P.O. Box 827 | Florence, AZ 85132 | T: 520-866-6068
www.pinal.gov