



NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION  
PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT  
BOARD OF DIRECTORS  
AGENDA  
Wednesday, May 7, 2025

9:30 AM - CALL TO ORDER

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

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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 acceptance of a donation from Ardo Switzerland of four (4) new Calypso Breast Pumps, MSRP value of approximately \$400, free of charge. These items will be raffled off to attendees of the Pinal County WIC Community Baby Shower on August 15, 2025, at the San Tan Valley Public Health Clinic. Breast pumps can help parents who are returning to work or school to continue to provide breast milk to their infants. County Finance has been notified of this prospective donation pursuant to Policy 8.71. (Steven Ortiz/Merissa Mendoza)
- \* B. Discussion/approval/disapproval of Contract Amendment #1 under the Family Planning Program between Affirm Sexual and Reproductive Health and the Pinal County Public Health Services District, through the Pinal County Board of Supervisors. Contract is to be effective April 1, 2024, through August 31, 2025. For the servicing period of April 1, 2024, through March 31, 2025, the award amount will not exceed \$354,875; which includes the original contract amount of \$350,000 with an additional \$4,875 for overperformance. For the servicing period of April 1, 2025, through August 31, 2025, the award amount will not exceed \$145,833. This grant will be used by the Public Health Department for family planning services. (Carey Lennon/Merissa Mendoza)
- \* C. Discussion/approval/disapproval of the Supplemental Award Agreement under the Sexually Transmitted Infection (STI) Screening Program between Arizona Family Health Partnership, hereby referred to as Affirm Sexual and Reproductive Health, and Pinal County through the Pinal County Board of Supervisors beginning January 1, 2025, ending March 31, 2025, for a total maximum award of \$8,173. This grant will be used by Public Health to provide STI testing and treatment to sexually active female clients 24 years of age and younger, as well as gonorrhea and syphilis testing to sexually active male and female clients 44 years of age and younger under the Family Planning Program. There is no impact on the General Fund. (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

May 7, 2025 ADMINISTRATION BUILDING A  
FLORENCE, ARIZONA

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**REQUESTED BY:**

**Funds #:** 82

**Dept. #:** 359

**Dept. Name:** Public Health

**Director:** Merissa Mendoza

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**BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:**

Discussion/approval/disapproval of acceptance of a donation from Ardo Switzerland of four (4) new Calypso Breast Pumps, MSRP value of approximately \$400, free of charge. These items will be raffled off to attendees of the Pinal County WIC Community Baby Shower on August 15, 2025, at the San Tan Valley Public Health Clinic. Breast pumps can help parents who are returning to work or school to continue to provide breast milk to their infants. County Finance has been notified of this prospective donation pursuant to Policy 8.71. (Steven Ortiz/Merissa Mendoza)

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

No impact to General Fund.

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

Breast pumps can help parents who are returning to work or school to continue to provide breastmilk to their infants.

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**MOTION:**

Approve as presented.

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| History            | Who                | Approval |
|--------------------|--------------------|----------|
| Time               |                    |          |
| 4/29/2025 12:17 PM | County Attorney    | Yes      |
| 4/29/2025 12:29 PM | Grants/Hearings    | Yes      |
| 4/29/2025 2:26 PM  | Budget Office      | Yes      |
| 4/30/2025 10:31 AM | County Manager     | Yes      |
| 4/30/2025 12:41 PM | Clerk of the Board | Yes      |

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**ATTACHMENTS:**

[Click to download](#)

- ☐ [Award Notification](#)
- ☐ [Breast Pump Information Sheet](#)





Steven Ortiz &lt;steven.ortiz@pinal.gov&gt;

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**Fwd: Pinal County: General Ardo Inquiry - Jessi Gomez**

1 message

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**Jessi Gomez** <jessi.gomez@pinal.gov>  
To: Steven Ortiz <steven.ortiz@pinal.gov>

Tue, Apr 22, 2025 at 12:53 PM

**Jessi Gomez, IBCLC (she/her)**  
Breastfeeding Program Supervisor  
Pinal County Public Health-WIC  
Cell: (520) 840-2918  
Website || 24 Hour Breastfeeding Hotline

----- Forwarded message -----

From: **Nikolaos Papadopoulos** <nic@ardomedical.com>  
Date: Mon, Mar 17, 2025 at 4:58 PM  
Subject: RE: Pinal County: General Ardo Inquiry - Jessi Gomez  
To: jessi.gomez@pinal.gov <jessi.gomez@pinal.gov>  
CC: info@ardo-usa.com <info@ardo-usa.com>

Dear Jessi,

We would be happy to donate 4 Ardo Calypso breast pumps for your raffle. We can also send you Nipple Balm samples for your Swag bags, just let me know how many bags you plan.

Please send us the address where you want us to ship those 4 breast pumps.

Yours,

Nic

---

Nikolaos Papadopoulos, CLC  
President & GM

Ardo medical, Inc.

13800 Coppermine Road

Suite 124B

Herndon, VA 20171

USA

T 1-844-411-2736

F 1-855-832-0244

M (571) 277-3377

[nic@ardomedical.com](mailto:nic@ardomedical.com)

[www.ardo-usa.com](http://www.ardo-usa.com)

Facebook: Ardo USA

The **Swiss** Breast Pump.™

THE INFORMATION CONTAINED IN THIS EMAIL MESSAGE IS INTENDED ONLY FOR THE PROFESSIONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENT(S). This email message and/or any attachments thereto may be confidential, legally privileged, and/or exempt from disclosure under applicable law. If the reader of this message is not an intended recipient, you are hereby notified that any review, use, disclosure, dissemination, forwarding or copying of this email message and/or attachments or taking of any action in reliance on the contents therein is strictly prohibited.

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**From:** [info@ardo-usa.com](mailto:info@ardo-usa.com) <[info@ardo-usa.com](mailto:info@ardo-usa.com)> **On Behalf Of** [wordpress@comitdevelopers.com](mailto:wordpress@comitdevelopers.com)

**Sent:** Wednesday, March 5, 2025 7:12 PM

**To:** [info@ardo-usa.com](mailto:info@ardo-usa.com)

**Subject:** General Ardo Inquiry

**Name**

Jessi Gomez

**Phone**

5208402918

**Email**

[jessi.gomez@pinal.gov](mailto:jessi.gomez@pinal.gov)

**Message**

Hello Ardo Team,

Our WIC team was wondering if Ardo would like to partner with us to provide a breast pump for raffling during our Community baby shower August 2025. We would be able to provide your marketing material with the pump in our swag bags for our attendees as well.

We greatly appreciate your consideration, for questions please reach me at [jessi.gomez@pinal.gov](mailto:jessi.gomez@pinal.gov)

Jessi Gomez  
Breastfeeding program coordinator

**Consent**

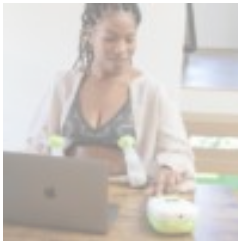
I agree to the privacy policy.

[Home](#) / [Breast Pumps](#) / [Breast Pumps for Purchase](#) / Calypso Breast Pump – Double Plus Collection



 English

[Help](#)



## Calypso Breast Pump – Double Plus Collection

**\$99.99** Suggested Retail Price

### Quietest Breastpump on the Market\*

The Calypso Double plus collection features independent vacuum and cycle adjustment for 64 total settings, allowing your breast pump to mimic exactly how your baby breastfeeds at your breast. This breast pumping collection includes three different breast flange sizes to ensure that you can find the right fit to suite your unique nipples. We are proud to say that our Calypso breast pump is one of the only **piston-operated breast pumps** on the market, allowing you to **pump more milk** with comfort and ease! The Calypso breast pump is the quietest breast pump on the market so you can pump with ease and discretion. The AA battery operation option, in addition to a regular power adapter, allows you to pump anytime, anywhere. This collection also contains the two soft Optiflow massage inserts (26mm) so you can actively massage your breast and ensure efficient and gentle expression. The Optiflow inserts are especially helpful to perform 'hands on' massaging while pumping to help relieve those pesky clogged ducts. Ardo's 400 hour warranty (or one year — whichever is better for you) assures you of a reliable Swiss Made breast pump that you can depend on. We are happy to claim that we are WHO Code Compliant!

Order Through Insurance

**Buy Now**




 English

\*FREE SHIPPING for breast pump PayPal purchases!\* **Available only in the  
Contiguous United States**

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Item: 63.00.242 / Category: [Breast Pumps for Purchase](#)

|  |
|--|
| Description  |
| Reviews (0)  |
| Videos   |
| Manuals  |
| <div><p>Important Features:</p><ul style="list-style-type: none"><li>• <b>Pump More Milk</b> with the Calypso, piston-operated breast pump to help you pump more milk with comfort and ease!</li><li>• <b>Quietest Breast Pump</b> and on the market - the compact design (1lb weight) and the reduced sound level allow discreetly pump</li><li>• Double electric breast pump (pump both breasts at the same time), Hand Pump</li><li>• Complete with stylish breast pump messenger bag, cooler bag, and related accessories</li><li>• Includes the Amaryll hand pump attachment</li><li>• Simple, intuitive operation</li><li>• Extended 400 hour or one-year guarantee -- whichever is better for the mother</li><li>• The suction strength (vacuum) and frequency settings (cycle) can be adjusted individually and independently from each other - 64 total settings</li><li>• AA battery capability for pumping when on-the-go or during a power outage</li><li>• Three different breast flange sizes included</li><li>• Completely closed-system breast pump that offers complete protection from contamination and pathogenic agents, and no milk in tubes thanks to <b>Vacuum Seal Technology</b></li><li>• <b>Optiflow</b> actively massages the breast to help relieve clogged ducts and help avoid <b>mastitis</b></li><li>• Efficient and comfortable pumping experience</li><li>• Includes a cleaning brush</li></ul><p>Includes: Calypso breastpump, 2 pumpsets with multiple breast shells (26 mm and 31 mm), 2 breast shell inserts (28 mm), 2 O</p></div> <div> English</div> |

for cleaning, bottle holder, battery compartment, power adapter, 2 lip valves (spare part)

## Related Products



22mm Breast Shell Inserts (Set of 2)

\$12.95



2 Breast Milk Storage and Feeding Bottles

\$9.45



Ardo Spare Parts Set | Service Kit

\$26.95



## Related products



Alyssa Double Plus Collection



\$169.99



Ardo Melia Wearable Breast Pump



\$149.99



Alyssa Breast Pump



\$149.99

[PRIVACY POLICY](#)  
[TERMS & CONDITIONS](#)  
[TERMS & CONDITIONS OF SALE](#)



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AGENDA ITEM

May 7, 2025 ADMINISTRATION BUILDING A  
FLORENCE, ARIZONA

---

**REQUESTED BY:**

**Funds #:** 82

**Dept. #:** 359

**Dept. Name:** Public Health Services District

**Director:** Merissa Mendoza

---

**BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:**

Discussion/approval/disapproval of Contract Amendment #1 under the Family Planning Program between Affirm Sexual and Reproductive Health and the Pinal County Public Health Services District, through the Pinal County Board of Supervisors. Contract is to be effective April 1, 2024, through August 31, 2025. For the servicing period of April 1, 2024, through March 31, 2025, the award amount will not exceed \$354,875; which includes the original contract amount of \$350,000 with an additional \$4,875 for overperformance. For the servicing period of April 1, 2025, through August 31, 2025, the award amount will not exceed \$145,833. This grant will be used by the Public Health Department for family planning services. (Carey Lennon/Merissa Mendoza)

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

There is no impact to the General Fund.

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

This program assists in offsetting the costs incurred by the Public Health Services District to provide Title X approved comprehensive family planning and related preventative health services to 3,967 unduplicated, program eligible clients (men/women) and to increase access to family planning for Pinal County residents at our Public Health clinics.

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**MOTION:**

Approve as presented.

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History

| Time               | Who                | Approval |
|--------------------|--------------------|----------|
| 4/24/2025 5:29 PM  | County Attorney    | Yes      |
| 4/25/2025 8:21 AM  | Grants/Hearings    | Yes      |
| 4/25/2025 8:53 AM  | Budget Office      | Yes      |
| 4/30/2025 12:43 PM | County Manager     | Yes      |
| 4/30/2025 12:43 PM | Clerk of the Board | Yes      |

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**ATTACHMENTS:****Click to download**

- ☐ [BOS Grant Request](#)
- ☐ [Affirm Family Planning Title X Amendment 1](#)
- ☐ [Family Planning Contract - Original](#)



## PINAL COUNTY

WIDE OPEN OPPORTUNITY

### Board of Supervisors Grant Request

Board of Supervisors meeting date: \_\_\_\_\_

Department seeking grant: \_\_\_\_\_

Name of Granting Agency: \_\_\_\_\_

Name of Grant Program: \_\_\_\_\_

Project Name: \_\_\_\_\_

Amount requested: \_\_\_\_\_

Match amount, if applicable: \_\_\_\_\_

Application due date: \_\_\_\_\_

Anticipated award date/fiscal year: \_\_\_\_\_

What strategic priority/goal does this project address?: \_\_\_\_\_

Applicable Supervisor District: \_\_\_\_\_

Brief description of project: \_\_\_\_\_

Approval received per Policy 8.20: \_\_\_\_\_ OnBase Grant #: \_\_\_\_\_

Please select one:

Discussion/Approve/Disapproval consent item \_\_\_\_\_

New item requiring discussion/action \_\_\_\_\_

Public Hearing required \_\_\_\_\_

Please select all that apply:

Request to submit the application \_\_\_\_\_

Retroactive approval to submit \_\_\_\_\_

Resolution required \_\_\_\_\_

Request to accept the award \_\_\_\_\_

Request to approve/sign an agreement \_\_\_\_\_

Budget Amendment required \_\_\_\_\_

Program/Project update and information \_\_\_\_\_

## FIRST AMENDMENT TO THE AFFIRM SEXUAL AND REPRODUCTIVE HEALTH FAMILY PLANNING PROGRAM CONTRACT

This FIRST AMENDMENT TO THE AFFIRM SEXUAL AND REPRODUCTIVE HEALTH FAMILY PLANNING PROGRAM CONTRACT dated as set forth in the signature block below (this “**Amendment**”), amends that certain Affirm Sexual and Reproductive Health Family Planning Program Contract (the “**Contract**”) effective as of April 1, 2024, and entered into between the Arizona Family Health Partnership, dba Affirm Sexual and Reproductive Health, an Arizona not-for-profit corporation ( “**Affirm**”), and **Pinal County Public Health Services District** (the “**Contractor**”). Affirm or the Contractor may be referred to individually as a “**Party**” or collectively the “**Parties**”.

*Any capitalized terms not defined in this Amendment have the same meaning attributed to them in the Contract.*

### RECITALS

**WHEREAS**, Affirm received a Title X Funding award under Federal Award Identification Number (FAIN): FPHPA006520 and Catalog of Federal Domestic Assistance number 93.217 (collectively, the “**Grant**”) dated March 19th, 2024, from the Office of Population Affairs (“**OPA**”) and the United States Department of Health and Human Services (“**DHHS**”), to provide family planning and related preventative health services to eligible clients in the State of Arizona. The Grant provides funding through March 31, 2025;

**WHEREAS**, Affirm anticipates receiving or has received from DHHS a Notice of Partial Award that would extend the Grant amount and Grant period through August 2025.

**WHEREAS**, the Parties desire to amend the terms of the Contract to take advantage of the possible extended Grant opportunities.

### AGREEMENT

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein and intending to be legally bound thereby, Affirm and the Contractor agree as follows:

1. Amendment to Section 1.1. Section 1.1 of the Contract is deleted, in its entirety, and replaced with the following:

1.1 Term. The Contract will begin on **April 1, 2024 and terminates August 31, 2025**, unless earlier terminated or amended pursuant to Article VI (the “**Term**”).

2. Amendment to Section 1.2. The sentence containing the defined term Family Planning Services appearing in Section 1.2 of the Contract is deleted in its entirety and replaced with the following:

For the period ending, March 31, 2025, the Contractor will provide **2,800** unduplicated clients the comprehensive sexual and reproductive services identified in the Affirm Agency Health Center Report (the “**Family Planning Services**”), attached as Attachment 1. For the period ending August 31, 2025, the Contractor will provide an additional **1,167** unduplicated clients the Family Planning Services, which will be provided on a prorated basis equal to the same ratio of clients seen per type of Family Planning Services during the period ending March 31, 2025.

3. Amendment to Section 2.1. The two sentences containing the defined terms Reimbursement Award and Contractor Contribution appearing in Section 2.1 of the Contract are deleted in their entirety and replaced with the following:

The total Reimbursement payments by Affirm for the original Grant, servicing the period of April 1, 2024 through March 31, 2025, will not exceed **\$354,875**, including the original contract amount of \$350,000 with an additional \$4,875 for overperformance, and the total Reimbursement payments by Affirm for the extended Grant, servicing the period of April 1, 2025 through August 31, 2025, will not exceed **\$145,833** (which amounts are collectively referred to as the “**Reimbursement Award**”).

The Contractor will not receive any Reimbursement until it identifies in writing and submits to Affirm the source and allocation of a total of **\$907,286** (“**Contractor Contribution**”) to satisfy its Budget during the entire Term.

4. Execution. This Amendment will not be effective until it has been approved as required by the governing bodies of the Parties and signed by the persons having executory powers for the Parties. This Amendment may be executed in two or more identical counterparts, by manual or electronic signature.

**IN WITNESS WHEREOF**, the Parties have each caused an authorized representative to execute and deliver this Amendment on the Date provided below.

**CONTRACTOR:**

**AFFIRM:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stephen Q. Miller

Brenda L. Thomas, MPA

Chairman of the Board of Supervisors

Chief Executive Officer

Pinal County Public Health Services District

Affirm

86-6000556

Contractor ID Number (EIN)

\_\_\_\_\_  
Date

Nine Digit DUNS#: 074447095

DUNS Registered Name: County of Pinal

SAM #: GX4FM9VQD7W3

\_\_\_\_\_  
Date



**Affirm**  
3800 N. Central Ave Suite 820 Phoenix, AZ 85012  
(602) 258-5777 | [www.affirmaz.org](http://www.affirmaz.org)

Merissa Mendoza, MPA, RDN, IBCLC  
Public Health Director, Interim  
Pinal County Public Health Services District  
971 N. Jason Lopez Circle, Building D  
Florence, AZ 85132

April 15, 2024

Dear Merissa:

Arizona Family Health Partnership is doing business as Affirm Sexual and Reproductive Health, hereby referred to as Affirm. Please see the attached electronic copy of the Affirm Family Planning Contract with Pinal County Public Health Services District for the term of April 1, 2024 through March 31, 2025. Please see below for substantial changes to the Contract:

- Attachment 5, includes additional Program Policy Notice (PPN) 2024-01: Clarification Regarding Confidential Services to Adolescents under the Title X Program
- Announced at the April 2024 Subrecipient Meeting, Office of Population Affairs granted 40% of Affirm's Title X award as of March 2024, with verbal notice that Affirm is likely to receive level funding for 2024-2025 contract year. Affirm will send updates as we received confirmation on the remainder of the 2024 grant award, otherwise an amendment will be required to reduce award protected by section 6.1.3 of the attached contract.

Upon approval of attachments, you will receive a fully executed copy for your records. To complete the contract process, please sign and include all required attachments:

- If applicable, attach a list of any subcontractors and associated contracts for family planning services (Attachment 7)
- Ensure insurance policies name Arizona Family Health Partnership dba Affirm Sexual and Reproductive Health as an additional insured, they are in alignment with section 5.1 of the contract, and attach the Certificate of Insurance (COI) for Affirm's review.

Thank you for continuing to provide Title X family planning services. We truly value your partnership! If you have any questions, please contact me or Celeste Krell-Colum.

Sincerely,

Brenda "Bré" L. Thomas, MPA  
Chief Executive Officer  
Enclosures





## AFFIRM SEXUAL AND REPRODUCTIVE HEALTH FAMILY PLANNING PROGRAM CONTRACT

This AFFIRM SEXUAL AND REPRODUCTIVE HEALTH FAMILY PLANNING PROGRAM CONTRACT (the “**Contract**”) is entered into by and between the Arizona Family Health Partnership dba Affirm Sexual and Reproductive Health, an Arizona not-for-profit corporation (“**Affirm**”), and **Pinal County Public Health Services District** (the “**Contractor**”). Affirm or the Contractor may be referred to individually as the “**Party**” or collectively the “**Parties**”.

### RECITALS

**WHEREAS**, Affirm has received a Title X Funding award under Federal Award Identification Number (FAIN): FPHPA006520 and Catalog of Federal Domestic Assistance (CFDA) number 93.217 (the “**Grant**”) dated March 19<sup>th</sup>, 2024, from the Office of Population Affairs (“**OPA**”) and the United States Department of Health and Human Services (“**DHHS**”), to provide family planning and related preventative health services to eligible clients in the State of Arizona;

**WHEREAS**, the Grant is made pursuant to Title X of the Public Health Service Act, 42 U.S.C. 300, et seq., as amended and program guidelines and requirements issued by DHHS and OPA (“**Title X**”). Title X authorizes federally funded grants “to assist in the establishment and operation of voluntary family planning projects which shall offer a broad range of acceptable and effective family planning methods and services (including natural family planning methods, infertility services, and services for adolescents).”

**WHEREAS**, the Contractor provides services that qualify for reimbursement under Title X.

**WHEREAS**, the Parties desire to provide for a sub-award of the Grant to reimburse the Contractor’s actual, allowable costs associated with providing the Family Planning Services, defined below.

### AGREEMENT

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained and intending to be legally bound thereby, Affirm and the Contractor agree as follows:

#### ARTICLE I

#### TERM AND STATEMENT OF WORK

1.1 **Term**. The Contract will begin on **April 1, 2024 and terminates March 31, 2025**, unless earlier terminated or amended pursuant to Article VI (the “**Term**”).

1.2 **Services and Standards**. The Contractor will provide **2,800** unduplicated clients the comprehensive sexual and reproductive services identified in the Affirm Agency Health Center Report (the “**Family Planning Services**”), attached as Attachment 1. The Family Planning Services will be performed in strict compliance with Title X and:

1.2.1 The Contractor's Client Data Projections described in the Client Data Summary (“**Client Data Summary**”), attached as Attachment 2;

1.2.2 The Contractor's total 2024-2025 Family Planning Program Budget ("**Budget**"), which includes all revenues and expenses for the Contractor's Title X-funded site(s). The Budget is attached as Attachment 3.

1.2.3 Any Title X regulations, including 42 C.F.R. § 59 et seq. (the "**Title X Regulations**"). The current Title X Regulations are attached for reference as Attachment 4;

1.2.4 OPA Program Policy Notices ("**Program Notices**") attached as Attachment 5;

1.2.5 Affirm's Title X Program Standards and Policy Manual (the "**Manual**"), including the Legislative Mandates referenced therein, attached as Attachment 6; and

1.2.6 All other applicable federal and State laws and regulations.

1.3 Related Preventive Health Services. The Contractor will ensure clients have access to related and other preventive health services on-site or by referral ("**Related Preventive Health Services**"). Related Preventive Health Services are beneficial to reproductive health, are closely linked to family planning services, and are appropriate to deliver in the context of a family planning visit but do not contribute directly to achieving or preventing pregnancy: examples include breast and cervical cancer screening, screening for lipid disorders, skin cancer, colorectal cancer, or osteoporosis. The Contractor's employees and agents will be trained and equipped to offer these services onsite or by referral.

1.4 Subcontractors. The Contractor will submit a list of any subcontractors and/or independent consultants providing Family Planning Services within 30 days of the execution of this Contract or the subsequent engagement of any subcontractor(s) and/or independent consultant(s). Each will be attached as Attachment 7. All subcontractors and/or consultants must be insured, as required herein, and comply with Title X, the Title X Regulations, the Manual, Program Notices, and any other applicable laws and requirements.

## ARTICLE II REIMBURSEMENT

2.1 Reimbursement. Affirm will reimburse a portion of the Contractor's Budget for properly documented and allowable costs to provide the Family Planning Services ("**Reimbursement**"). The total Reimbursement payments by Affirm will not exceed **\$350,000** ("**Reimbursement Award**"). Notwithstanding the foregoing, if Contractor has complied with all provisions of this Contract and Affirm receives additional discretionary funds through DHHS, Affirm may, in its sole discretion and upon written notice to Contractor, pay Contractor a one-time supplementary award in addition to the Reimbursement Award ("**Supplementary Award**"). The Contractor will not receive any Reimbursement until it identifies in writing and submits to Affirm the source and allocation of up to **\$689,217** ("**Contractor Contribution**") to satisfy its Budget. At a minimum, the Contractor Contribution must constitute at least ten percent (10%) of the Budget. An amendment to the Contract is not required for Affirm to provide Contractor with the Supplementary Award, and the amount of the Supplementary Award may be provided to Contractor in the form of a reduction in Contractor Contribution without an amendment. The Contractor Contribution must: (i) be from non-Federal funds; (ii) be allowable by Federal regulations; (iii) cannot be used by more than one project; and (iv) must be auditable. The Contractor Contribution may include third party payments for Family Planning Services and patient collection fees, donations, local and State government contributions, agency in-kind and agency contributions. Reimbursement is contingent on: (i) the Contractor's satisfactory performance of the Family Planning Services and terms of this Contract, which determination will be in

Affirm's sole discretion; and (ii) Affirm's receipt of monies from DHHS in the amount specified in the Notice of Grant Award for the applicable funding period.

2.1.1 Reduction of Reimbursement Award. If Contractor provides Family Planning Services for less than 100%, but at least 97% of the unduplicated clients anticipated in the Affirm Agency Health Center Report, the Contractor will earn the full Reimbursement Award, provided that the Contractor Contribution are expended in full, and that the Contractor's total Title X family planning revenue equals the total cost of providing the Family Planning Services. If the Contractor serves less than 97% of the unduplicated clients anticipated in the Affirm Agency Health Center Report, the base Reimbursement will be reduced by **\$125** for each client below the 97% threshold.

2.2 Reporting and Reimbursement Procedure. On a monthly or quarterly basis, the Contractor will submit the Arizona Family Health Affirm Request for Title X Contract Funds Form (the "**Reimbursement Request**") to Affirm, indicating the total funds used during that period. The Reimbursement Request is attached as Attachment 8. Within 30 days of receipt and approval of the Reimbursement Request and financial report as described in 2.2.2 by Affirm, Affirm will pay the Reimbursement. If the Contractor fails to deliver the Reimbursement Request or the following reports at the appropriate times, or otherwise comply with the terms of this Contract, Affirm may, upon reasonable notice, suspend Reimbursement until such reports are delivered to and approved by Affirm:

2.2.1 Encounter Data Report. The Contractor will submit encounter data through Affirm's Centralized Data System (CDS) on at least a monthly basis, no later than 15 days after the end of each month. Encounter data elements and format are described and defined in Affirm's Data Manual.

2.2.2 Financial Reports. The Contractor will submit monthly or quarterly financial reports through Affirm's Program Information Management System (PIMS). The Contractor will furnish Affirm with reports of its revenues and costs by the 25<sup>th</sup> of the month following the end of each calendar quarter. If the 25<sup>th</sup> falls on a weekend or holiday, the report will be due on the next business day.

2.2.3 Ad Hoc Reports. The Contractor will submit additional statistical or program information as requested or required by DHHS.

2.3 Limitations on use of Reimbursement. The Contractor will not use Reimbursement for any costs disallowed by Title X, Affirm, DHHS, or other appropriate federal officials ("**Disallowed Costs**"), which may include but are not limited to:

2.3.1 Costs to perform abortions or to supplant any funds used to perform abortion;

2.3.2 Costs to perform sterilization or to supplant any funds used to perform sterilization;

2.3.3 Indirect costs over 10% of the total program direct cost. (To charge indirect costs, the Contractor must submit a current Federally approved Indirect Rate letter or be limited to the de minimis indirect cost rate defined in 2 C.F.R. § 200.414);

2.3.4 Salaries over the current Executive Level II of the Federal Executive Pay Scale. For the purposes of the salary limitation, the direct salary is exclusive of fringe benefits and indirect costs. An individual's direct salary is not constrained by the legislative provision for a limitation

of salary. A Contractor may pay an individual's salary amount in excess of the salary cap with non-federal funds.

2.3.5 Those funds used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the Congress, any state or local legislature or legislative body, or the executive branch of any State or local government itself;

2.3.6 Costs for salary or expenses of any Grant or Contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulations, administrative action, or Executive order proposed or pending before Congress or any State government, or a State or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by any agency or office of a State, local, or tribal government in policymaking and administrative processes within the executive branch of that government;

2.3.7 Advocating or promoting gun control; or

2.3.8 As described in 2 C.F.R. § 200.216, the Reimbursement may not be used to procure, obtain, or enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

2.4 Return of Disallowed Costs and Appeal. If Affirm determines that the Contractor has spent Reimbursement funds on Disallowed Costs, the Contractor will remit to Affirm any such amounts. If the Contractor fails to remit such amounts within 30 days of notice of the Disallowed Costs from Affirm, Affirm may offset such amount against future funding obligations by Affirm or take other action available to it under law to reclaim such amount. If DHHS disallows any cost incurred by the Contractor under this Contract, at the Contractor's request, Affirm may pursue appropriate administrative appeals to DHHS. In the event Affirm elects to pursue such administrative appeals, the Contractor will pay into an escrow account such amount as Affirm deems appropriate to cover the Disallowed Costs and appeal costs, including attorney's fees and interest penalties. The Contractor agrees to cooperate fully with Affirm in providing documentation and other supporting material relevant to such a determination. If applicable, payment of questioned costs may be withheld from Reimbursement until the questions are resolved. Affirm will make Reimbursement of all otherwise properly documented and allowable costs not in question.

2.5 Reallocation. Should the Contractor fail to expend its Reimbursement Award, Affirm may reallocate the Reimbursement Award to ensure that funds are expended efficiently. Affirm will review the Contractor's Budget at the beginning of the last quarter of the Term, and upon determination that the Reimbursement Award is not being expended efficiently or will not be expended fully during the Term, Affirm may, in its sole discretion, reallocate all or a portion of the remaining Reimbursement Award to another organization. The Contractor may not carry over any non-obligated portions of its Reimbursement Award to the next grant or contract period.

ARTICLE III  
THE CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to Affirm the matters set forth in this Article III.

3.1 Title X System. The Contractor has had the opportunity to review the Title X Regulations and Manual, and fully understands Affirm's and Title X requirements for receiving Reimbursement. The Contractor has a system in place to meet these requirements, including a financial management system that is able to effectively segregate Reimbursement funds, revenue, and expenses.

3.2 Debarment and Suspension. The Contractor's employees and sub-contractors, its current and future subcontractors and their principals: (i) are not presently and will not be debarred, suspended, proposed for debarment or declared ineligible for the award of subcontracts, by any U.S. Government agency, any state department or agency, in accordance with federal regulations (53 Fed. Reg. 19161-19211) or has been so within the preceding three (3) year period; (ii) have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default; and (iii) in the event any employee or sub-contractor of the Contractor's is debarred, suspended, or proposed for debarment, the Contractor must immediately notify Affirm in writing.

3.3 HIPAA Compliance. The Contractor is a Covered Entity as defined in 45 C.F.R. § 160.103 of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and is required to comply with the provisions of HIPAA with respect to safeguarding the privacy and confidentiality of protected health information. Affirm is neither a Covered Entity nor business associate under HIPAA; however, Affirm acknowledges that it is subject to the privacy and security requirements imposed on Grantees by DHHS under the Title X Program. In the event of a "breach" requiring notification under A.R.S. § 18-552, Affirm will notify Contractor of the breach of Contractor's data promptly, and in all cases, within 45 days of discovering the breach.

3.4 Conflict of Interest. This Contract does not create a conflict of interest, under any statute or rule of any governing jurisdiction, between the Contractor's officers, agents or employees and Affirm. The provisions of A.R.S. § 38-511 apply.

3.5 Equal Opportunity. The Contractor is an Equal Employment Opportunity employer in accordance with the requirements of 41 C.F.R. § 60-1.4(a), 60-250.5, 60-300.5(a), 60-741.5(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable, and the required equal opportunity clauses contained therein are hereby incorporated by reference.

ARTICLE IV  
COVENANTS

4.1 Compliance with Laws, Regulations, and Manual. The Contractor will abide by the requirements of Title X, the Title X Regulations, the Manual, and Program Notices, which are incorporated as material terms of this Contract. As a recipient of federal funds, the Contractor is also required to comply with other laws and regulations. The following is a non-exclusive list of other laws and regulations by which the Contractor will abide:

4.1.1 The Contractor's purchase, use and disposition of property, equipment and supplies is governed by, 2 C.F.R. Part 200.310–316 and 45 C.F.R. Part 75.317-323, as applicable, and related DHHS policies;

4.1.2 The Transparency Act (2 C.F.R. Part 170);

4.1.3 2 C.F.R. Part 200 or 45 C.F.R. Part 75 (DHHS Grants Administration regulations), as applicable;

4.1.4 United States Generally Accepted Accounting Principles (“U.S. GAAP”);

4.1.5 The Consolidated Appropriations Act, 2020 (Public Law 116-93), enacted December 20, 2019, and all subsequent Continuing Resolutions;

4.1.6 All applicable laws, ordinances, and codes of the state of Arizona and local governments in the performance of the Contract, including all licensing standards and all applicable professional standards; and

4.1.7 Requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104).

4.2 Licenses. The Contractor and each of its employees, agents and subcontractors will obtain and maintain during the Term of this Contract all appropriate licenses required by law for the operation of its facilities and for the provision of the Family Planning Services.

4.3 Status of the Contractor and Conflict of Interest. The Contractor, its agents and employees, including its professional and nonprofessional personnel, in the performance of this Contract, will act in an independent capacity and not as officers, employees or agents of Affirm. The Contractor will prevent its officers, agents or employees from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others with whom they may have business, family, or other connections. The Contractor will refrain from using any inside or proprietary information regarding the activities of Affirm and its affiliates for personal benefit, benefit to immediate family, or benefit to any entity in which he holds a significant financial or other interest. The Contractor's officers, agents, or employees will not deploy themselves so as to receive multiple payments from Affirm or otherwise manipulate the assignment of personnel or tasks so as to unnecessarily increase payments to the Contractor or its officers, agents or employees.

4.4 Retention of and Access to Records; Audit.

4.4.1 The Contractor will maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to this Contract for a period of at least three (3) years from the date of Affirm submission of the annual financial report covering the Reimbursement awarded hereunder, or such other period as may be specifically required by 2 C.F.R. § 200.333 and 45 C.F.R. § 75.361, as applicable. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, the Contractor will maintain such records until the audit, litigation, or other action is completed, whichever is later. Client medical records must be retained in accordance with state and federal regulations.

4.4.2 The Contractor will make available to Affirm, DHHS, the Comptroller General, or any other of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, and papers that are pertinent to the award for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to the Contractor's facility and to the Contractor's personnel for interview and discussion related to such documents. The Contractor will, upon request, transfer certain records to the custody of Affirm or DHHS.

4.4.3 The Contractor agrees to permit Affirm and/or DHHS to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of services delivered under this Contract and to assess the Contractor's compliance with applicable legal and programmatic requirements. If Affirm identifies and notifies the Contractor of the Contractor's non-compliance with the terms of this Contract, or in providing the Family Planning Services, Affirm will notify the Contractor of such deficiencies. Affirm, in its sole discretion, may offer to provide technical assistance to the Contractor to correct or eliminate such deficiencies. Additionally, Affirm may grant the Contractor a reasonable time period to correct or eliminate such deficiencies; provided that in no case will the time allowed exceed twelve (12) months from the day of notice of the deficiency.

4.4.4 At the end of each of the Contractor's fiscal years, the Contractor will have an external audit performed, including of its Reimbursement, in accordance with the provisions of OMB Circular A-133 for a single audit, if applicable, and U.S. GAAP. For Contractors required to complete a Single Audit, expended Title X funds must be reported on the Schedule of Expenditures of Federal Awards (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number 93.217. Non-governmental contractors Audit will be conducted in accordance with 2 CFR Part 200 Subpart F. The Contractor will provide to Affirm the Contractor's financial statements and auditors' reports within 30 days of receipt of such reports, but in no case later than nine months following the Contractor's fiscal year-end. The audit package submitted to Affirm must contain all financial statements, footnotes, schedule of federal financial assistance, auditor's opinion on the financial statements and schedule, all reports on internal controls and compliance, a copy of the management letter from the Contractor's audit firm, and a copy of any responses to the management letter or findings. If a corrective action plan is required, Affirm reserves the right to request additional information regarding the corrective action plan, if any. The Contractor agrees to promptly implement such corrective action plan, including any recommendation made by Affirm.

4.5 Litigation. The Contractor will notify Affirm in writing within thirty (30) days of notice of any litigation, claim, negotiation, audit or other action, including violations of Federal criminal law involving fraud, bribery, or gratuity violations, involving the Family Planning Services or Reimbursement, occurring during the Term or within four (4) years after the expiration of the Term. The Contractor will retain any records until the completion of such action and the resolution of all issues arising from or relating to such action, or four (4) years after the end of the Term, whichever is later. Any notice regarding violations of Federal criminal law involving fraud, bribery, or gratuity must be sent in writing to Affirm at the address provided at Section 7.5, and to the DHHS OIG at the following addresses:

HHS OASH Grants and Acquisitions Management  
1101 Wootton Parkway, Plaza Level  
Rockville, MD 20852

AND

US Department of Health and Human Services Office of Inspector General

ATTN: OIG HOTLINE OPERATIONS—MANDATORY GRANT DISCLOSURES  
PO Box 23489  
Washington, DC 20026

4.6 Property Records. The Contractor will maintain adequate records of any property, inventory, and maintenance procedures for items purchased with Reimbursement funds. The Contractor will be responsible for replacing or repairing Equipment for which it is accountable under this Contract if lost, damaged or destroyed due to the negligence on the part of the Contractor, or failure to secure appropriate insurance, or noncompliance with property management regulations, or instructions of Affirm or DHHS. Affirm may require the transfer of property acquired with funds awarded under this Contract as provided for in 2 CFR Part 200.312 and 45 CFR 75.319. Records for real property and Equipment acquired with the Reimbursement will be retained for three (3) years after the final disposition. For the purpose of this Contract, “Equipment” is defined as any item purchased with Title X Award funds with a useful life of more than one (1) year with a per unit acquisition cost of \$5,000 or more, unless the Contractor uses a lower limit. If required by Affirm, Contractor shall submit a list with the required elements from CFR Part 200.313 and 45 CFR part 75.320, as applicable, of all such Equipment to Affirm.

4.7 340B Drug Pricing Program. If the Contractor enrolls in the 340B Drug Pricing Program, the Contractor must comply with all 340B program requirements. The Contractor may be subject to audit at any time regarding 340B program compliance. 340B program requirements are available at <https://www.hrsa.gov/opa/program-requirements> and incorporated herein by this reference.

4.8 Required Meetings. The Contractor must participate in three (3) meetings with Affirm held during the Term of this Contract. The Contractor’s staff attending such meetings must be persons with managerial responsibilities related to the Contract. Additionally, one family planning clinician must attend a clinician training that will coincide with one of the meetings.

## ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 Insurance. The Contractor will procure, maintain, and provide proof of coverage of: (i) a Medical Malpractice Professional Liability Insurance Policy and such policy will be written on an occurrence basis in the minimum amount of \$1,000,000 for all medical provider employees and subcontractors and consultants, unless the Contractor qualifies for such insurance pursuant to Section 5.2; (ii) General Liability coverage of at least \$1,000,000 per occurrence and \$3,000,000 Annual aggregate against general liability endorsed for premises-operations, products/completed operations, contractual, property damage, and personal injury liability; (iii) Workers compensation in accordance with applicable law; and (iv) Fidelity coverage adequate to protect against loss due to employee dishonesty of at least \$5,000. The Contractor will provide certificates indicating the proof of such insurance and incorporate them as Attachment 9. The insurance policies referred to above must name Affirm as an additional insured under each policy. The Contractor will promptly provide Affirm with written notice of any ineligibility determination, suspension, revocation or other action or change relevant to the insurance requirements set forth above. The Contractor may provide all or a portion of the required coverage through programs of self-insurance as allowed by law.

5.2 FTCA Status. If applicable as a Federally Qualified Health Center (“FQHC”), the Contractor has been deemed eligible and approved for medical malpractice liability protection through the Federal Tort Claims Act (FTCA), pursuant to the Federally Supported Centers Assistance Act of 1992 and 1995. The Contractor must remain in deemed status during the Term of this Contract. Should the Contractor



lose its designation as an FQHC or lose its deemed status during the Term, the Contractor must immediately secure Professional Liability Malpractice Insurance as required by Section 5.1 and must provide a copy of the insurance certificates confirming such insurance protection.

5.3 Indemnification. To the extent allowed under Arizona law, the Contractor will indemnify, defend, save, and hold harmless Affirm and its officers, officials, agents, and employees (hereinafter referred to as "**Indemnitee**") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "**Claims**") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the 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 the 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 will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Contractor from and against any and all Claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. To the extent permitted by law, the Contractor agrees to reimburse Affirm for any monies which Affirm is required to pay to the DHHS or other agencies of the United States Government or the State of Arizona for any Claims arising solely from the failure of the Contractor to perform in accordance with this Contract or, local, state, or federal laws and regulations. Affirm will appropriately invoice or file a Claim with the Contractor for any such reimbursement by the Contractor, and the Contractor will have opportunity to review, and protest when appropriate, the Claim prior to making any timely reimbursement to Affirm. The indemnification provided herein will survive the termination of this Contract.

## ARTICLE VI TERMINATION AND AMENDMENT

6.1 Termination of Contract. This Contract will terminate on the last date discussed in Section 1.1, unless earlier terminated pursuant to the terms of this Section. Upon termination: (i) the Contractor will return to Affirm any unencumbered balance of the Reimbursement disbursed under this Contract; and (ii) all nonexpendable personal property, finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this Contract will, at the option of Affirm, become Affirm's property or be disposed of in accordance with Affirm's procedures or instructions. Final payment to the Contractor, if applicable, is contingent upon the Contractor completing closeout procedures as detailed in Affirm's Delegate Closeout Checklist, as defined in the Manual.

6.1.1 Termination by the Contractor. If the Contractor is unable or unwilling to comply with additional conditions as may be lawfully imposed on the Contractor, the Contractor may terminate this Contract by giving written notice to Affirm signifying the effective date thereof. The Contractor may terminate this Contract for any other reason by providing Affirm with at least 90 days written notice. In the event the Contractor terminates this Contract, the Contractor will be entitled to compensation for any un-reimbursed expenses necessarily incurred in satisfactory performance of this Contract.

6.1.2 Termination by Affirm. Affirm may terminate this Contract or suspend Reimbursement, in whole or in part, in the event the Contractor: (i) fails to fulfill in a timely and proper manner its obligations under this Contract; or (ii) violates any of the covenants, agreements, or stipulations of this Contract, by providing the Contractor written notice of termination specifying

the date of termination. Affirm may give the Contractor an opportunity to cure deficiencies by providing a cure period, of at least 10 days, in any notice of termination. If Affirm does not provide a cure period or if Contractor does not cure all deficiencies within the time specified by Affirm, the Contract will be terminated. Despite any termination hereunder, the Contractor will not be relieved of liability to Affirm for damages sustained by Affirm by virtue of any material breach of this Contract by the Contractor. Affirm may withhold any reimbursement to the Contractor for the purpose of offset until such time as the exact amount of damages, if any, due Affirm from the Contractor is agreed upon or otherwise determined.

6.1.3 Termination or Reduction of DHHS Funding. Affirm has been informed by DHHS that the Grant provides funding for the Term. However, in the event any DHHS funding is reduced, terminated or otherwise negatively altered (including any change or limitation upon whom Affirm may pay or distribute monies to under this Contract), whether before or after this Contract is effective, Affirm may terminate this Contract in whole or in part by providing the Contractor a written notice of termination. The effective Contract termination date will be the date such DHHS funding is reduced, terminated or otherwise negatively altered ("***DHHS Funding Termination Date***"). Notwithstanding anything in this Contract to the contrary, if the Contract is terminated because of the foregoing, Affirm is relieved of all obligations under the Contract. Termination of this Contract hereunder will not be deemed a breach of this Contract by Affirm.

6.1.4 Termination due to Non-Appropriation. Notwithstanding any other provisions in this Contract, this Contract may be terminated by Affirm if the Contractor's governing body does not appropriate the Contractor Contribution or other sufficient monies to provide the Family Planning Services. In such an event, the Contractor will notify Affirm of its inability to appropriate the requisite funds and Affirm may, at its discretion, terminate this Contract.

6.2 Amendment. The Contract, together with Attachments referenced herein, fully expresses all understanding of the Parties concerning all matters covered and will constitute the total Contract. No amendment of, addition to, or alteration of the Terms of this Contract, whether by written or verbal understanding of the Parties, their officers, agents or employees, will be valid unless made in a writing that is formally approved and executed by the Parties or made pursuant to the following procedures:

6.2.1 If Affirm obtains additional Grant funding for periods after the expiration of the Term, the Contractor may request to extend the Term by updating the annual application forms and submit them through Affirm's Program Information Management System (PIMS). Any extension of the Term will be mutually agreed on by the Parties, in writing.

6.2.2 The Contractor may make changes to staff and location of its Family Planning services, provided that the Contractor will notify Affirm, in writing as soon as possible for staff changes and within 30 working days of any changes or closures of a Title X clinic site location.

6.2.3 The Contractor must submit written requests for any change in the Family Planning Services including, but not limited to, Affirm Agency Health Center Report, Client Data Summary, and Budget. Affirm will determine whether changes require Contract revision or amendment.

6.2.4 The Contractor must submit Budget modification requests within 30 days for prior approval by Affirm in the following instances: (i) The Contractor requires allocations of additional funds beyond the specified base amount; (ii) the Contractor wishes to reduce the Reimbursement Award; and (iii) the Contractor provides changes to the Budget representing a variance of 10% of any individual Budget category.

6.2.5 Changes in policies, procedures, and/or forms related to the Family Planning Services must be submitted in writing to Affirm for approval prior to implementation.

6.2.6 Within 15 days of change, the Contractor must notify Affirm of changes in key clinical or management personnel, including administrative officers and Family Planning Services program directors.

6.2.7 Affirm's exercise of Supplementary Award pursuant to Section 2.1 does not require an amendment to this Contract.

## ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Nonexclusivity. That this Contract is nonexclusive in nature and Affirm retains the authority to contract with other Parties for the delivery of Family Planning Services in the Contractor's geographic area.

7.2 Governing Law. Any action relating to this Contract will be brought in a court of the State of Arizona in the county in which the Family Planning Services are provided, unless otherwise prohibited by prevailing federal law. Any changes in the governing laws, rules and regulations that do not materially affect the Contractor's obligation under the Contract during the Term will apply but do not require an amendment.

7.3 Intangible Property and Copyright. The Contractor will ensure that publications developed while providing the Family Planning Services do not contain information that is contrary to Title X, the Manual, or to accepted clinical practice. Federal and Affirm grant support must be acknowledged in any publication. The Contractor will obtain pre-approval from Affirm for publications resulting from activities conducted under this Contract. The Contractor will also provide all publications referencing Affirm to Affirm for pre-approval prior to distribution. Restrictions on motion picture film production are outlined in the "Public Health Service Grants Policy Statement." The word "**publication**" is defined to include computer software. Any such copyrighted materials will be subject to a royalty-free, non-exclusive, and irrevocable right of the Government and Affirm to reproduce, publish, or otherwise use such materials for Federal or Affirm purposes and to authorize others to do so, as allowed by law.

7.4 Dispute Resolution. The Parties will first attempt to resolve any dispute arising under this Contract by informal discussion between the Parties, subject to good cause exceptions, including, but not limited to, disputes determined by either Party to require immediate relief (i.e., circumstances which may result in a misappropriation of the Reimbursement). Any dispute that has not been resolved by informal discussions between the Parties within a reasonable period of time after the commencement of such discussions (not to exceed 30 days), may be resolved by any means available.

7.5 Notice. All notices required or permitted to be given hereunder will be given in writing and will be deemed to have been given when sent by certified or registered mail, postage prepaid, return receipt requested.

Notices to Affirm will be addressed to:  
Chief Executive Officer  
Arizona Family Health Partnership

3800 N. Central Ave., Suite 820  
Phoenix, Arizona 85012

Notices to the Contractor will be addressed to:  
Merissa Mendoza, MPA, RDN, IBCLC  
Public Health Director, Interim  
Pinal County Public Health Services District  
971 N. Jason Lopez Circle, Building D  
Florence, AZ 85132

Either Party may change its address for notices by giving written notice of such change to the other Party.

7.6 Severability. If any provision of this Contract is declared void or unenforceable, such provision will be deemed severed from this Contract, which will otherwise remain in full force and effect. If any provision of this Contract is declared void or unenforceable, the Parties will engage in good faith efforts to renegotiate such provision in a manner that most closely matches the intent of the provision without making it unenforceable.

7.7 No Third-Party Beneficiary. This Contract was created by the Parties solely for their benefit and is not intended to confer upon any person or entity other than the Parties any rights or remedies hereunder.

7.8 Waiver. Performance of any obligation required of a Party hereunder may be waived only by a written waiver signed by the other Party, which waiver will be effective only with respect to the specific obligations described herein. The waiver of a breach of any provisions will not operate or be construed as a waiver of any subsequent breach.

7.9 Execution. This Contract will not be effective until it has been approved as required by the governing bodies of the Parties and signed by the persons having executory powers for the Parties. This Contract may be executed in two or more identical counterparts, by manual or electronic signature.

[Signatures to follow on next page]

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have each caused an authorized representative to execute and deliver this Contract on the Date provided below.

**CONTRACTOR:**



Signature

Mike Goodman

Chairman of the Board of Supervisors

Pinal County Public Health Services District

86-6000556

Contractor ID Number (EIN)

Nine Digit DUNS#: 074447095

DUNS Registered Name: County of Pinal

SAM #: GX4FM9VQD7W3

05/15/2024

Date

**AFFIRM:**



Signature

Brenda L. Thomas, MPA

Chief Executive Officer

Affirm

6/19/24

Date



## AFFIRM AGENCY HEALTH CENTER REPORT

**Agency Name :** Pinal County Public Health Services District

**Grant Name:** ARIZONA GRANT

**Revised Date :** 11/30/2023

**Date :** 03/13/2024

| Name            | Address   | Clinic Hours  | Number of Clients |
|-----------------|---|---|-------------------|
| San Tan Valley  | <b>Address:</b> 36235 North Gantzel Road, San Tan Valley, Arizona, 85142<br><b>Phone Number:</b> 8669600633           | <b>Tuesday - Wednesday:</b><br>08:00 AM to 06:00 PM | 513               |
| Maricopa        | <b>Address:</b> 41680 West Smith-Enke Road, Suite 110, Maricopa, Arizona, 85138<br><b>Phone Number:</b> 8669600633    | <b>Tuesday:</b><br>08:00 AM to 06:00 PM             | 140               |
| Coolidge        | <b>Address:</b> 119 West Central, Coolidge, Arizona, 85128<br><b>Phone Number:</b> 8669600633                         | <b>Thursday:</b><br>08:00 AM to 06:00 PM            | 291               |
| Casa Grande     | <b>Address:</b> 1729 N Trekeil Rd Suite 120, Casa Grande, Arizona, 85122<br><b>Phone Number:</b> 8669600633           | <b>Monday - Friday:</b><br>08:00 AM to 06:00 PM     | 1211              |
| Apache Junction | <b>Address:</b> 575 North Idaho Street, Suite 301, Apache Junction, Arizona, 85119<br><b>Phone Number:</b> 8669600633 | <b>Wednesday - Friday:</b><br>08:00 AM to 06:00 PM  | 645               |

### Agency Health Center Proposed Service Report

**Level of service provided :** 1=Service Provided, 2=Referral Provided, 3=Service Not Provided & Referral Not Provided.

**Grant Name :** ARIZONA GRANT

**Proposed Year :** April 2024-March 2025

| Attachment 1<br>Services  | Apache Junction | Casa Grande | Coolidge | Maricopa | San Tan Valley |
|---|-----------------|-------------|----------|----------|----------------|
| 1) Family Planning Services                                       |                 |             |          |          |                |
| 1. Client Education and Counseling                                |                 |             |          |          |                |
| 1.1. Pregnancy Prevention   | 1               | 1           | 1        | 1        | 1              |
| 1.2. Pregnancy Achievement  | 1               | 1           | 1        | 1        | 1              |
| 2. Family Planning Methods  |                 |             |          |          |                |
| 2.1. Male Condom  | 1               | 1           | 1        | 1        | 1              |
| 2.2. Oral Contraceptives  | 1               | 1           | 1        | 1        | 1              |
| 2.3. Injectables (Depo-Provera)                                   | 1               | 1           | 1        | 1        | 1              |
| 2.4. IUD without Hormones (ParaGard)                              | 1               | 1           | 1        | 1        | 1              |
| 2.5. IUD with Hormones (Mirena, Skyla, Liletta, Kyleena)          | 1               | 1           | 1        | 1        | 1              |
| 2.6. Vaginal Ring (NuvaRing)                                      | 1               | 1           | 1        | 1        | 1              |
| 2.7. Emergency Contraception                                      | 1               | 1           | 1        | 1        | 1              |
| 2.8. Patch  | 2               | 2           | 2        | 2        | 2              |
| 2.9. Spermicide (Foams, Films, Suppositories)                     | 1               | 1           | 1        | 1        | 1              |
| 2.10. Cervical Cap/Diaphragm                                      | 3               | 3           | 3        | 3        | 3              |
| 2.11. Sponge  | 2               | 2           | 2        | 2        | 2              |
| 2.12. Female Condom   | 2               | 2           | 2        | 2        | 2              |
| 2.13. Natural Family Planning (Fertility Awareness Based Methods) | 1               | 1           | 1        | 1        | 1              |
| 2.14. Lactational Amenorrhea                                      | 1               | 1           | 1        | 1        | 1              |
| 2.15. Sexual Risk Avoidance (Abstinence Education)                | 1               | 1           | 1        | 1        | 1              |
| 2.16. Implant (Nexplanon)   | 1               | 1           | 1        | 1        | 1              |
| 2) Pregnancy Testing and Counseling as Indicated                  | 1               | 1           | 1        | 1        | 1              |
| 3) Basic Infertility Services for Men                             |                 |             |          |          |                |
| 1. Sexual History   | 1               | 1           | 1        | 1        | 1              |
| 2. Medical History/Family History                                 | 1               | 1           | 1        | 1        | 1              |
| 3. Reproductive History   | 1               | 1           | 1        | 1        | 1              |

| Attachment 1<br>Services                                    |  | Apache Junction | Casa Grande | Coolidge | Maricopa | San Tan Valley |
|---|--|-----------------|-------------|----------|----------|----------------|
| 4. Physical Exam  |  | 1               | 1           | 1        | 1        | 1              |
| 5. Semen Analysis   |  | 3               | 3           | 3        | 3        | 3              |
| 6. Further Diagnosis  |  | 3               | 3           | 3        | 3        | 3              |
| 4) Basic Infertility Services for Women                     |  |                 |             |          |          |                |
| 1. Sexual History   |  | 1               | 1           | 1        | 1        | 1              |
| 2. Medical History/Family History                           |  | 1               | 1           | 1        | 1        | 1              |
| 3. Reproductive History                                     |  | 1               | 1           | 1        | 1        | 1              |
| 4. Physical Exam  |  | 1               | 1           | 1        | 1        | 1              |
| 5. Further Diagnosis  |  | 2               | 2           | 2        | 2        | 2              |
| 5) Preconception Health Screening, Counseling and Education |  |                 |             |          |          |                |
| 1. Intimate Partner Violence                                |  | 1               | 1           | 1        | 1        | 1              |
| 2. Alcohol And Other Drug Use                               |  | 1               | 1           | 1        | 1        | 1              |
| 3. Tobacco Use  |  | 1               | 1           | 1        | 1        | 1              |
| 4. Immunization Status                                      |  | 1               | 1           | 1        | 1        | 1              |
| 5. BMI  |  | 1               | 1           | 1        | 1        | 1              |
| 6. Blood Pressure   |  | 1               | 1           | 1        | 1        | 1              |
| 7. Diabetes   |  | 2               | 2           | 2        | 2        | 2              |
| 8. Prenatal vitamins/Folic Acid supplements                 |  | 1               | 1           | 1        | 1        | 1              |
| 6) Sexually Transmitted Infection Testing                   |  |                 |             |          |          |                |
| 1. Chlamydia  |  | 1               | 1           | 1        | 1        | 1              |
| 2. Gonorrhea  |  | 1               | 1           | 1        | 1        | 1              |
| 3. Syphilis   |  | 1               | 1           | 1        | 1        | 1              |
| 4. Herpes   |  | 1               | 1           | 1        | 1        | 1              |
| 5. Hepatitis C  |  | 2               | 2           | 2        | 2        | 2              |
| 6. HIV  |  | 1               | 1           | 1        | 1        | 1              |
| 7. Hepatitis B  |  | 2               | 2           | 2        | 2        | 2              |



| Attachment 1                                       | Services | Apache Junction | Casa Grande | Coolidge | Maricopa | San Tan Valley |
|--|----------|-----------------|-------------|----------|----------|----------------|
| 7) Sexually Transmitted Infection Treatment        |          |                 |             |          |          |                |
| 1. Chlamydia                                       |          | 1               | 1           | 1        | 1        | 1              |
| 2. Gonorrhea                                       |          | 1               | 1           | 1        | 1        | 1              |
| 3. Syphilis  |          | 1               | 1           | 1        | 1        | 1              |
| 4. Herpes  |          | 1               | 1           | 1        | 1        | 1              |
| 5. HIV   |          | 1               | 1           | 1        | 1        | 1              |
| 8) Related Preventive Health Services              |          |                 |             |          |          |                |
| 1. Clinical Breast Exam as Indicated               |          | 1               | 1           | 1        | 1        | 1              |
| 2. Pelvic Exam as Indicated                        |          | 1               | 1           | 1        | 1        | 1              |
| 3. Cervical Cytology with HPV Testing as Indicated |          | 1               | 1           | 1        | 1        | 1              |
| 4. Genital Exam as Indicated                       |          | 1               | 1           | 1        | 1        | 1              |
| 5. HPV Vaccine                                     |          | 1               | 1           | 1        | 1        | 1              |
| 6. Hepatitis B Vaccine                             |          | 1               | 1           | 1        | 1        | 1              |
| 9) Other Preventive Health Services                |          |                 |             |          |          |                |
| 1. PrEP/PEP Services                               |          | 2               | 2           | 2        | 2        | 2              |
| 2. Depression Screening                            |          | 1               | 1           | 1        | 1        | 1              |



## AFFIRM AGENCY HEALTH CENTER CLIENT DATA SUMMARY REPORT

### April 2024-March 2025 CLIENT DATA - SUMMARY

**Agency Name:** Pinal County Public Health Services District - ARIZONA GRANT  
**Health Center Name:** Apache Junction  
**Name of Person filling out form:** Otilia Berrones  
**Date:** 12/05/2023  
**Revision Date:** 11/30/2023

#### Title X Family Planning Users:

Unduplicated Female Users : 473  
 Unduplicated Male Users : 172  
**\*\*Total Unduplicated Females & Males : 645**

#### Adolescent Family Planning Users: (included in Unduplicated Female and Male Users)

19 years and under : 46  
 Total Unduplicated Teens : 46

#### Income Status: Poverty Level Income Percent

At or below 100% of FPL : 388  
 Between 101 and 138% : 83  
 Between 139 and 200% : 81  
 Between 201 and 250% : 34  
 At or above 251% : 59  
**\*\*Total Unduplicated clients by FPL % : 645**

|                                 | Females | Males | Total |
|---------------------------------|---------|-------|-------|
| Total Number of Client Visits*: | 824     | 291   | 1115  |

\* Duplicated clients numbers are okay

\*\*Must be the same number between \*\*Total Unduplicated Females & Males with \*\*Total Unduplicated clients by FPL %

FPL = Federal Poverty Level



## AFFIRM AGENCY HEALTH CENTER CLIENT DATA SUMMARY REPORT

### April 2024-March 2025 CLIENT DATA - SUMMARY

**Agency Name:** Pinal County Public Health Services District - ARIZONA GRANT  
**Health Center Name:** Casa Grande  
**Name of Person filling out form:** Otilia Berrones  
**Date:** 12/05/2023  
**Revision Date:** 11/30/2023

#### Title X Family Planning Users:

Unduplicated Female Users : 931  
 Unduplicated Male Users : 280  
**\*\*Total Unduplicated Females & Males : 1211**

#### Adolescent Family Planning Users: (included in Unduplicated Female and Male Users)

19 years and under : 160  
 Total Unduplicated Teens : 160

#### Income Status: Poverty Level Income Percent

At or below 100% of FPL : 807  
 Between 101 and 138% : 129  
 Between 139 and 200% : 117  
 Between 201 and 250% : 46  
 At or above 251% : 112  
**\*\*Total Unduplicated clients by FPL % : 1211**

|                                 | <u>Females</u> | <u>Males</u> | <u>Total</u> |
|---------------------------------|----------------|--------------|--------------|
| Total Number of Client Visits*: | 1698           | 436          | 2134         |

\* Duplicated clients numbers are okay

\*\*Must be the same number between \*\*Total Unduplicated Females & Males with \*\*Total Unduplicated clients by FPL %

FPL = Federal Poverty Level



## AFFIRM AGENCY HEALTH CENTER CLIENT DATA SUMMARY REPORT

### April 2024-March 2025 CLIENT DATA - SUMMARY

**Agency Name:** Pinal County Public Health Services District - ARIZONA GRANT  
**Health Center Name:** Coolidge  
**Name of Person filling out form:** Otilia Berrones  
**Date:** 12/05/2023  
**Revision Date:** 11/30/2023

Title X Family Planning Users:

Unduplicated Female Users : 248  
 Unduplicated Male Users : 43  
**\*\*Total Unduplicated Females & Males : 291**

Adolescent Family Planning Users:  
(included in Unduplicated Female and Male Users)

19 years and under : 25  
 Total Unduplicated Teens : 25

Income Status:  
Poverty Level Income Percent

At or below 100% of FPL : 202  
 Between 101 and 138% : 40  
 Between 139 and 200% : 19  
 Between 201 and 250% : 8  
 At or above 251% : 22  
**\*\*Total Unduplicated clients by FPL % : 291**

|                                 | Females | Males | Total |
|---------------------------------|---------|-------|-------|
| Total Number of Client Visits*: | 365     | 73    | 438   |

\* Duplicated clients numbers are okay

\*\*Must be the same number between \*\*Total Unduplicated Females & Males with \*\*Total Unduplicated clients by FPL %

FPL = Federal Poverty Level



## AFFIRM AGENCY HEALTH CENTER CLIENT DATA SUMMARY REPORT

### April 2024-March 2025 CLIENT DATA - SUMMARY

**Agency Name:** Pinal County Public Health Services District - ARIZONA GRANT  
**Health Center Name:** Maricopa  
**Name of Person filling out form:** Otilia Berrones  
**Date:** 12/05/2023  
**Revision Date:** 11/30/2023

#### Title X Family Planning Users:

Unduplicated Female Users : 122  
 Unduplicated Male Users : 18  
**\*\*Total Unduplicated Females & Males : 140**

#### Adolescent Family Planning Users: (Included in Unduplicated Female and Male Users)

19 years and under : 19  
 Total Unduplicated Teens : 19

#### Income Status: Poverty Level Income Percent

At or below 100% of FPL : 102  
 Between 101 and 138% : 14  
 Between 139 and 200% : 13  
 Between 201 and 250% : 5  
 At or above 251% : 6  
**\*\*Total Unduplicated clients by FPL % : 140**

|                                 | <u>Females</u> | <u>Males</u> | <u>Total</u> |
|---------------------------------|----------------|--------------|--------------|
| Total Number of Client Visits*: | 129            | 37           | 166          |

\* Duplicated clients numbers are okay

\*\*Must be the same number between \*\*Total Unduplicated Females & Males with \*\*Total Unduplicated clients by FPL %

FPL = Federal Poverty Level



## AFFIRM AGENCY HEALTH CENTER CLIENT DATA SUMMARY REPORT

### April 2024-March 2025 CLIENT DATA - SUMMARY

**Agency Name:** Pinal County Public Health Services District - ARIZONA GRANT  
**Health Center Name:** San Tan Valley  
**Name of Person filling out form:** Otilia Berrones  
**Date:** 12/05/2023  
**Revision Date:** 11/30/2023

Title X Family Planning Users:

Unduplicated Female Users : 366  
 Unduplicated Male Users : 147  
**\*\*Total Unduplicated Females & Males : 513**

Adolescent Family Planning Users:  
(included in Unduplicated Female and Male Users)

19 years and under : 58  
**Total Unduplicated Teens : 58**

Income Status:  
Poverty Level Income Percent

At or below 100% of FPL : 270  
 Between 101 and 138% : 58  
 Between 139 and 200% : 73  
 Between 201 and 250% : 45  
 At or above 251% : 67  
**\*\*Total Unduplicated clients by FPL % : 513**

|                                 | Females | Males | Total |
|---------------------------------|---------|-------|-------|
| Total Number of Client Visits*: | 637     | 229   | 866   |

\* Duplicated clients numbers are okay

\*\*Must be the same number between \*\*Total Unduplicated Females & Males with \*\*Total Unduplicated clients by FPL %

FPL = Federal Poverty Level



## AFFIRM AGENCY ANNUAL EXPENSES BUDGET REPORT

Agency Name: Pinal County Public Health Services District  
 Grant Name: ARIZONA GRANT  
 Name of Person filling out form: Otilia Berrones  
 Date: 11/16/2023  
 Revised Date: 11/16/2023  
 Reporting Period: April 1, 2024 - March 31, 2025

### Annual Budget Form April 2024-March 2025: Expenses Summary

| EXPENSES              | April 2023-March 2024 Budget | April 2024-March 2025 Total Program Budget |
|-----------------------|------------------------------|--|
| 1. Personnel          | \$373429.52                  | \$522705.31                                |
| 2. Fringe Benefits    | \$130700.33                  | \$182947.06                                |
| 3. Travel             | \$2500.00                    | \$4000.00                                  |
| 4. Equipment          | \$2500.00                    | \$2500.00                                  |
| 5. Supplies           | \$125000.00                  | \$137750.00                                |
| 6. Contractual        | \$75000.00                   | \$118750.00                                |
| 7. Occupancy          | \$0.00                       | \$0.00                                     |
| 8. Other              | \$0.00                       | \$0.00                                     |
| 9. Indirect           | \$50413.00                   | \$70565.00                                 |
| <b>TOTAL EXPENSES</b> | <b>\$759542.85</b>           | <b>\$1039217.37</b>                        |

☒ I certify that information in this budget proposal is correct to the best of my knowledge.

Completed By : Otilia Berrones



## AFFIRM AGENCY ANNUAL REVENUE BUDGET REPORT

Agency Name: Pinal County Public Health Services District  
 Grant Name: ARIZONA GRANT  
 Name of Person filling out form: Otilia Berrones  
 Date: 11/16/2023  
 Revised Date: 11/16/2023  
 Reporting Period: April 1, 2024 - March 31, 2025

### Annual Budget Form April 2024-March 2025 : Revenue Summary

| REVENUE   | April 2023-March 2024<br>Budget | April 2024-March 2025 Total<br>Program Budget |
|---|---------------------------------|---|
| <b>1) Federal Grants</b>                          |                                 |   |
| 1. Title X - Base                                 | \$350000.00                     | \$350000.00                                   |
| 2. Bureau of Primary Health Care (BPHC)           | \$0.00                          | \$0.00  |
| 3. Other Federal Grants (Specify)                 | \$0.00                          | \$0.00  |
| 4. Other Federal Grants (Specify)                 | \$0.00                          | \$0.00  |
| 5. Title X Additional Funds (Specify)             | \$0.00                          | \$0.00  |
| <b>Sub Total of Federal Grants</b>                | <b>\$350000.00</b>              | <b>\$350000.00</b>                            |
| <b>2) Payment For Services</b>                    |                                 |   |
| 1. Patient Collections/Fees                       | \$2000.00                       | \$8000.00                                     |
| <b>3) Third Party Payers</b>                      |                                 |   |
| 1. Medicaid (Title XIX)                           | \$25000.00                      | \$40500.00                                    |
| 2. Medicare (Title XVIII)                         | \$0.00                          | \$0.00  |
| 3. Other public health insurance                  | \$0.00                          | \$0.00  |
| 4. Private health insurance                       | \$7500.00                       | \$28000.00                                    |
| <b>Sub Total of Third Party Payers</b>            | <b>\$32500.00</b>               | <b>\$68500.00</b>                             |
| <b>4) Other Sources</b>                           |                                 |   |
| 1. Title V (MCH Block Grant)                      | \$0.00                          | \$0.00  |
| 2. Local Government                               | \$375042.85                     | \$612717.37                                   |
| 3. State Government                               | \$0.00                          | \$0.00  |
| 4. Client Donations                               | \$0.00                          | \$0.00  |
| 5. Agency In Kind                                 | \$0.00                          | \$0.00  |
| 6. Agency Contribution (Non-County agencies only) | \$0.00                          | \$0.00  |
| 7. Other (Specify)                                | \$0.00                          | \$0.00  |
| <b>Sub Total of Other Sources</b>                 | <b>\$375042.85</b>              | <b>\$612717.37</b>                            |



| REVENUE       | April 2023-March 2024<br>Budget | April 2024-March 2025 Total<br>Program Budget |
|---------------|---------------------------------|---|
|               |                                 |   |
| TOTAL REVENUE | \$759542.85                     | \$1039217.37                                  |

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This content is from the eCFR and is authoritative but unofficial.

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## **Title 42 –Public Health**

### **Chapter I –Public Health Service, Department of Health and Human Services**

#### **Subchapter D –Grants**

#### **Part 59 Grants for Family Planning Services**

##### **Subpart A Project Grants for Family Planning Services**

- § 59.1** To what programs do these regulations apply?
- § 59.2** Definitions.
- § 59.3** Who is eligible to apply for a family planning services grant?
- § 59.4** How does one apply for a family planning services grant?
- § 59.5** What requirements must be met by a family planning project?
- § 59.6** What procedures apply to assure the suitability of informational and educational material (print and electronic)?
- § 59.7** What criteria will the Department of Health and Human Services use to decide which family planning services projects to fund and in what amount?
- § 59.8** How is a grant awarded?
- § 59.9** For what purpose may grant funds be used?
- § 59.10** Confidentiality.
- § 59.11** Additional conditions.

##### *Subpart B [Reserved]*

##### **Subpart C Grants for Family Planning Service Training**

- § 59.201** Applicability.
- § 59.202** Definitions.
- § 59.203** Eligibility.
- § 59.204** Application for a grant.
- § 59.205** Project requirements.
- § 59.206** Evaluation and grant award.
- § 59.207** Payments.
- § 59.208** Use of project funds.
- § 59.209** Civil rights.
- § 59.210** Inventions or discoveries.
- § 59.211** Publications and copyright.
- § 59.212** Grantee accountability.
- § 59.213 [Reserved]*
- § 59.214** Additional conditions.
- § 59.215** Applicability of 45 CFR part 75.

## PART 59—GRANTS FOR FAMILY PLANNING SERVICES

### Subpart A—Project Grants for Family Planning Services

Source: 86 FR 56177, Oct. 7, 2021, unless otherwise noted.

#### § 59.1 To what programs do these regulations apply?

The regulations of this subpart are applicable to the award of grants under section 1001 of the Public Health Service Act (42 U.S.C. 300) to assist in the establishment and operation of voluntary family planning projects. These projects shall consist of the educational, comprehensive medical, and social services necessary to aid individuals to determine freely the number and spacing of their children.

#### § 59.2 Definitions.

As used in this subpart:

**Act** means the Public Health Service Act, as amended.

**Adolescent-friendly health services** are services that are accessible, acceptable, equitable, appropriate and effective for adolescents.

**Clinical services provider** includes physicians, physician assistants, nurse practitioners, certified nurse midwives, and registered nurses with an expanded scope of practice who are trained and permitted by state-specific regulations to perform all aspects of the user (male and female) physical assessments recommended for contraceptive, related preventive health, and basic infertility care.

**Client-centered care** is respectful of, and responsive to, individual client preferences, needs, and values; client values guide all clinical decisions.

**Culturally and linguistically appropriate services** are respectful of and responsive to the health beliefs, practices and needs of diverse patients.

**Family** means a social unit composed of one person, or two or more persons living together, as a household.

**Family planning services** include a broad range of medically approved services, which includes Food and Drug Administration (FDA)-approved contraceptive products and natural family planning methods, for clients who want to prevent pregnancy and space births, pregnancy testing and counseling, assistance to achieve pregnancy, basic infertility services, sexually transmitted infection (STI) services, and other preconception health services.

**Health equity** is when all persons have the opportunity to attain their full health potential and no one is disadvantaged from achieving this potential because of social position or other socially determined circumstances.

**Inclusive** is when all people are fully included and can actively participate in and benefit from family planning, including, but not limited to, individuals who belong to underserved communities, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons

of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

*Low-income family* means a family whose total annual income does not exceed 100 percent of the most recent Poverty Guidelines issued pursuant to 42 U.S.C. 9902(2). "Low-income family" also includes members of families whose annual family income exceeds this amount, but who, as determined by the project director, are unable, for good reasons, to pay for family planning services. For example, unemancipated minors who wish to receive services on a confidential basis must be considered on the basis of their own resources.

*Nonprofit*, as applied to any private agency, institution, or organization, means that no part of the entity's net earnings benefit, or may lawfully benefit, any private shareholder or individual.

*Quality healthcare* is safe, effective, client-centered, timely, efficient, and equitable.

*Secretary* means the Secretary of Health and Human Services (HHS) and any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.

*Service site* is a clinic or other location where Title X services are provided to clients. Title X recipients and/or their subrecipients may have service sites.

*State* includes, in addition to the several States, the District of Columbia, Guam, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, American Samoa, the U.S. Outlying Islands (Midway, Wake, et al.), the Marshall Islands, the Federated State of Micronesia, and the Republic of Palau.

*Trauma-informed* means a program, organization, or system that is trauma-informed realizes the widespread impact of trauma and understands potential paths for recovery; recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system; and responds by fully integrating knowledge about trauma into policies, procedures, and practices, and seeks to actively resist re-traumatization.

### **§ 59.3 Who is eligible to apply for a family planning services grant?**

Any public or nonprofit private entity in a State may apply for a grant under this subpart.

### **§ 59.4 How does one apply for a family planning services grant?**

- (a) Application for a grant under this subpart shall be made on an authorized form.
- (b) An individual authorized to act for the applicant and to assume on behalf of the applicant the obligations imposed by the terms and conditions of the grant, including the regulations of this subpart, must sign the application.
- (c) The application shall contain
  - (1) A description, satisfactory to the Secretary, of the project and how it will meet the requirements of this subpart;
  - (2) A budget and justification of the amount of grant funds requested;
  - (3) A description of the standards and qualifications which will be required for all personnel and for all facilities to be used by the project; and
  - (4) Such other pertinent information as the Secretary may require.

## **§ 59.5 What requirements must be met by a family planning project?**

- (a) Each project supported under this part must:
- (1) Provide a broad range of acceptable and effective medically approved family planning methods (including natural family planning methods) and services (including pregnancy testing and counseling, assistance to achieve pregnancy, basic infertility services, STI services, preconception health services, and adolescent-friendly health services). If an organization offers only a single method of family planning, it may participate as part of a project as long as the entire project offers a broad range of acceptable and effective medically approved family planning methods and services. Title X service sites that are unable to provide clients with access to a broad range of acceptable and effective medically approved family planning methods and services, must be able to provide a prescription to the client for their method of choice or referrals to another provider, as requested.
  - (2) Provide services without subjecting individuals to any coercion to accept services or to employ or not to employ any particular methods of family planning. Acceptance of services must be solely on a voluntary basis and may not be made a prerequisite to eligibility for, or receipt of, any other services, assistance from or participation in any other program of the applicant.<sup>[1]</sup>
  - (3) Provide services in a manner that is client-centered, culturally and linguistically appropriate, inclusive, and trauma-informed; protects the dignity of the individual; and ensures equitable and quality service delivery consistent with nationally recognized standards of care.
  - (4) Provide services in a manner that does not discriminate against any client based on religion, race, color, national origin, disability, age, sex, sexual orientation, gender identity, sex characteristics, number of pregnancies, or marital status.
  - (5) Not provide abortion as a method of family planning.<sup>[2]</sup> A project must:
    - (i) Offer pregnant clients the opportunity to be provided information and counseling regarding each of the following options:
      - (A) Prenatal care and delivery;
      - (B) Infant care, foster care, or adoption; and
      - (C) Pregnancy termination.

<sup>[1]</sup> 42 U.S.C. 300a-8 provides that any officer or employee of the United States, officer or employee of any State, political subdivision of a State, or any other entity, which administers or supervises the administration of any program receiving Federal financial assistance, or person who receives, under any program receiving Federal assistance, compensation for services, who coerces or endeavors to coerce any person to undergo an abortion or sterilization procedure by threatening such person with the loss of, or disqualification for the receipt of, any benefit or service under a program receiving Federal financial assistance shall be fined not more than \$1,000 or imprisoned for not more than one year, or both.

<sup>[2]</sup> Providers may separately be covered by federal statutes protecting conscience and/or civil rights.

- (ii) If requested to provide such information and counseling, provide neutral, factual information and nondirective counseling on each of the options, and, referral upon request, except with respect to any option(s) about which the pregnant client indicates they do not wish to receive such information and counseling.
- (6) Provide that priority in the provision of services will be given to clients from low-income families.
- (7) Provide that no charge will be made for services provided to any clients from a low-income family except to the extent that payment will be made by a third party (including a government agency) which is authorized to or is under legal obligation to pay this charge.
- (8) Provide that charges will be made for services to clients other than those from low-income families in accordance with a schedule of discounts based on ability to pay, except that charges to persons from families whose annual income exceeds 250 percent of the levels set forth in the most recent Poverty Guidelines issued pursuant to 42 U.S.C. 9902(2) will be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services.
  - (i) Family income should be assessed before determining whether copayments or additional fees are charged.
  - (ii) With regard to insured clients, clients whose family income is at or below 250 percent of the FPL should not pay more (in copayments or additional fees) than what they would otherwise pay when the schedule of discounts is applied.
- (9) Take reasonable measures to verify client income, without burdening clients from low-income families. Recipients that have lawful access to other valid means of income verification because of the client's participation in another program may use those data rather than re-verify income or rely solely on clients' self-report. If a client's income cannot be verified after reasonable attempts to do so, charges are to be based on the client's self-reported income.
- (10) If a third party (including a Government agency) is authorized or legally obligated to pay for services, all reasonable efforts must be made to obtain the third-party payment without application of any discounts. Where the cost of services is to be reimbursed under title XIX, XX, or XXI of the Social Security Act, a written agreement with the title XIX, XX, or XXI agency is required.
- (11)
  - (i) Provide that if an application relates to consolidation of service areas or health resources or would otherwise affect the operations of local or regional entities, the applicant must document that these entities have been given, to the maximum feasible extent, an opportunity to participate in the development of the application. Local and regional entities include existing or potential subrecipients which have previously provided or propose to provide family planning services to the area proposed to be served by the applicant.
  - (ii) Provide an opportunity for maximum participation by existing or potential subrecipients in the ongoing policy decision making of the project.
- (b) In addition to the requirements of paragraph (a) of this section, each project must meet each of the following requirements unless the Secretary determines that the project has established good cause for its omission. Each project must:

- (1) Provide for medical services related to family planning (including consultation by a clinical services provider, examination, prescription and continuing supervision, laboratory examination, contraceptive supplies), in person or via telehealth, and necessary referral to other medical facilities when medically indicated, and provide for the effective usage of contraceptive devices and practices.
- (2) Provide for social services related to family planning, including counseling, referral to and from other social and medical service agencies, and any ancillary services which may be necessary to facilitate clinic attendance.
- (3) Provide for opportunities for community education, participation, and engagement to:
  - (i) Achieve community understanding of the objectives of the program;
  - (ii) Inform the community of the availability of services; and
  - (iii) Promote continued participation in the project by diverse persons to whom family planning services may be beneficial to ensure access to equitable, affordable, client-centered, quality family planning services.
- (4) Provide for orientation and in-service training for all project personnel.
- (5) Provide services without the imposition of any durational residency requirement or requirement that the patient be referred by a physician.
- (6) Provide that family planning medical services will be performed under the direction of a clinical services provider, with services offered within their scope of practice and allowable under state law, and with special training or experience in family planning.
- (7) Provide that all services purchased for project participants will be authorized by the project director or their designee on the project staff.
- (8) Provide for coordination and use of referrals and linkages with primary healthcare providers, other providers of healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs, who are in close physical proximity to the Title X site, when feasible, in order to promote access to services and provide a seamless continuum of care.
- (9) Provide that if family planning services are provided by contract or other similar arrangements with actual providers of services, services will be provided in accordance with a plan which establishes rates and method of payment for medical care. These payments must be made under agreements with a schedule of rates and payment procedures maintained by the recipient. The recipient must be prepared to substantiate that these rates are reasonable and necessary.
- (10) Provide, to the maximum feasible extent, an opportunity for participation in the development, implementation, and evaluation of the project by persons broadly representative of all significant elements of the population to be served, and by others in the community knowledgeable about the community's needs for family planning services.

**§ 59.6 What procedures apply to assure the suitability of informational and educational material (print and electronic)?**

- (a) A grant under this section may be made only upon assurance satisfactory to the Secretary that the project shall provide for the review and approval of informational and educational materials (print and electronic) developed or made available under the project by an Advisory Committee prior to their distribution, to

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This content is from the eCFR and is authoritative but unofficial.

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## **Title 42 — Public Health**

### **Chapter I — Public Health Service, Department of Health and Human Services**

#### **Subchapter D — Grants**

##### **Part 59 Grants for Family Planning Services**

###### **Subpart A Project Grants for Family Planning Services**

- § 59.1** To what programs do these regulations apply?
- § 59.2** Definitions.
- § 59.3** Who is eligible to apply for a family planning services grant?
- § 59.4** How does one apply for a family planning services grant?
- § 59.5** What requirements must be met by a family planning project?
- § 59.6** What procedures apply to assure the suitability of informational and educational material (print and electronic)?
- § 59.7** What criteria will the Department of Health and Human Services use to decide which family planning services projects to fund and in what amount?
- § 59.8** How is a grant awarded?
- § 59.9** For what purpose may grant funds be used?
- § 59.10** Confidentiality.
- § 59.11** Additional conditions.

###### *Subpart B [Reserved]*

###### **Subpart C Grants for Family Planning Service Training**

- § 59.201** Applicability.
- § 59.202** Definitions.
- § 59.203** Eligibility.
- § 59.204** Application for a grant.
- § 59.205** Project requirements.
- § 59.206** Evaluation and grant award.
- § 59.207** Payments.
- § 59.208** Use of project funds.
- § 59.209** Civil rights.
- § 59.210** Inventions or discoveries.
- § 59.211** Publications and copyright.
- § 59.212** Grantee accountability.
- § 59.213 [Reserved]*
- § 59.214** Additional conditions.
- § 59.215** Applicability of 45 CFR part 75.



## PART 59—GRANTS FOR FAMILY PLANNING SERVICES

### Subpart A—Project Grants for Family Planning Services

Source: 86 FR 56177, Oct. 7, 2021, unless otherwise noted.

#### § 59.1 To what programs do these regulations apply?

The regulations of this subpart are applicable to the award of grants under section 1001 of the Public Health Service Act (42 U.S.C. 300) to assist in the establishment and operation of voluntary family planning projects. These projects shall consist of the educational, comprehensive medical, and social services necessary to aid individuals to determine freely the number and spacing of their children.

#### § 59.2 Definitions.

As used in this subpart:

*Act* means the Public Health Service Act, as amended.

*Adolescent-friendly health services* are services that are accessible, acceptable, equitable, appropriate and effective for adolescents.

*Clinical services provider* includes physicians, physician assistants, nurse practitioners, certified nurse midwives, and registered nurses with an expanded scope of practice who are trained and permitted by state-specific regulations to perform all aspects of the user (male and female) physical assessments recommended for contraceptive, related preventive health, and basic infertility care.

*Client-centered care* is respectful of, and responsive to, individual client preferences, needs, and values; client values guide all clinical decisions.

*Culturally and linguistically appropriate services* are respectful of and responsive to the health beliefs, practices and needs of diverse patients.

*Family* means a social unit composed of one person, or two or more persons living together, as a household.

*Family planning services* include a broad range of medically approved services, which includes Food and Drug Administration (FDA)-approved contraceptive products and natural family planning methods, for clients who want to prevent pregnancy and space births, pregnancy testing and counseling, assistance to achieve pregnancy, basic infertility services, sexually transmitted infection (STI) services, and other preconception health services.

*Health equity* is when all persons have the opportunity to attain their full health potential and no one is disadvantaged from achieving this potential because of social position or other socially determined circumstances.

*Inclusive* is when all people are fully included and can actively participate in and benefit from family planning, including, but not limited to, individuals who belong to underserved communities, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons

of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

*Low-income family* means a family whose total annual income does not exceed 100 percent of the most recent Poverty Guidelines issued pursuant to 42 U.S.C. 9902(2). "Low-income family" also includes members of families whose annual family income exceeds this amount, but who, as determined by the project director, are unable, for good reasons, to pay for family planning services. For example, unemancipated minors who wish to receive services on a confidential basis must be considered on the basis of their own resources.

*Nonprofit*, as applied to any private agency, institution, or organization, means that no part of the entity's net earnings benefit, or may lawfully benefit, any private shareholder or individual.

*Quality healthcare* is safe, effective, client-centered, timely, efficient, and equitable.

*Secretary* means the Secretary of Health and Human Services (HHS) and any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.

*Service site* is a clinic or other location where Title X services are provided to clients. Title X recipients and/or their subrecipients may have service sites.

*State* includes, in addition to the several States, the District of Columbia, Guam, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, American Samoa, the U.S. Outlying Islands (Midway, Wake, et al.), the Marshall Islands, the Federated State of Micronesia, and the Republic of Palau.

*Trauma-informed* means a program, organization, or system that is trauma-informed realizes the widespread impact of trauma and understands potential paths for recovery; recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system; and responds by fully integrating knowledge about trauma into policies, procedures, and practices, and seeks to actively resist re-traumatization.

### **§ 59.3 Who is eligible to apply for a family planning services grant?**

Any public or nonprofit private entity in a State may apply for a grant under this subpart.

### **§ 59.4 How does one apply for a family planning services grant?**

- (a) Application for a grant under this subpart shall be made on an authorized form.
- (b) An individual authorized to act for the applicant and to assume on behalf of the applicant the obligations imposed by the terms and conditions of the grant, including the regulations of this subpart, must sign the application.
- (c) The application shall contain
  - (1) A description, satisfactory to the Secretary, of the project and how it will meet the requirements of this subpart;
  - (2) A budget and justification of the amount of grant funds requested;
  - (3) A description of the standards and qualifications which will be required for all personnel and for all facilities to be used by the project; and
  - (4) Such other pertinent information as the Secretary may require.

## **§ 59.5 What requirements must be met by a family planning project?**

- (a) Each project supported under this part must:
- (1) Provide a broad range of acceptable and effective medically approved family planning methods (including natural family planning methods) and services (including pregnancy testing and counseling, assistance to achieve pregnancy, basic infertility services, STI services, preconception health services, and adolescent-friendly health services). If an organization offers only a single method of family planning, it may participate as part of a project as long as the entire project offers a broad range of acceptable and effective medically approved family planning methods and services. Title X service sites that are unable to provide clients with access to a broad range of acceptable and effective medically approved family planning methods and services, must be able to provide a prescription to the client for their method of choice or referrals to another provider, as requested.
  - (2) Provide services without subjecting individuals to any coercion to accept services or to employ or not to employ any particular methods of family planning. Acceptance of services must be solely on a voluntary basis and may not be made a prerequisite to eligibility for, or receipt of, any other services, assistance from or participation in any other program of the applicant.<sup>[1]</sup>
  - (3) Provide services in a manner that is client-centered, culturally and linguistically appropriate, inclusive, and trauma-informed; protects the dignity of the individual; and ensures equitable and quality service delivery consistent with nationally recognized standards of care.
  - (4) Provide services in a manner that does not discriminate against any client based on religion, race, color, national origin, disability, age, sex, sexual orientation, gender identity, sex characteristics, number of pregnancies, or marital status.
  - (5) Not provide abortion as a method of family planning.<sup>[2]</sup> A project must:
    - (i) Offer pregnant clients the opportunity to be provided information and counseling regarding each of the following options:
      - (A) Prenatal care and delivery;
      - (B) Infant care, foster care, or adoption; and
      - (C) Pregnancy termination.

<sup>[1]</sup> 42 U.S.C. 300a-8 provides that any officer or employee of the United States, officer or employee of any State, political subdivision of a State, or any other entity, which administers or supervises the administration of any program receiving Federal financial assistance, or person who receives, under any program receiving Federal assistance, compensation for services, who coerces or endeavors to coerce any person to undergo an abortion or sterilization procedure by threatening such person with the loss of, or disqualification for the receipt of, any benefit or service under a program receiving Federal financial assistance shall be fined not more than \$1,000 or imprisoned for not more than one year, or both.

<sup>[2]</sup> Providers may separately be covered by federal statutes protecting conscience and/or civil rights.

- (1) Provide for medical services related to family planning (including consultation by a clinical services provider, examination, prescription and continuing supervision, laboratory examination, contraceptive supplies), in person or via telehealth, and necessary referral to other medical facilities when medically indicated, and provide for the effective usage of contraceptive devices and practices.
- (2) Provide for social services related to family planning, including counseling, referral to and from other social and medical service agencies, and any ancillary services which may be necessary to facilitate clinic attendance.
- (3) Provide for opportunities for community education, participation, and engagement to:
  - (i) Achieve community understanding of the objectives of the program;
  - (ii) Inform the community of the availability of services; and
  - (iii) Promote continued participation in the project by diverse persons to whom family planning services may be beneficial to ensure access to equitable, affordable, client-centered, quality family planning services.
- (4) Provide for orientation and in-service training for all project personnel.
- (5) Provide services without the imposition of any durational residency requirement or requirement that the patient be referred by a physician.
- (6) Provide that family planning medical services will be performed under the direction of a clinical services provider, with services offered within their scope of practice and allowable under state law, and with special training or experience in family planning.
- (7) Provide that all services purchased for project participants will be authorized by the project director or their designee on the project staff.
- (8) Provide for coordination and use of referrals and linkages with primary healthcare providers, other providers of healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs, who are in close physical proximity to the Title X site, when feasible, in order to promote access to services and provide a seamless continuum of care.
- (9) Provide that if family planning services are provided by contract or other similar arrangements with actual providers of services, services will be provided in accordance with a plan which establishes rates and method of payment for medical care. These payments must be made under agreements with a schedule of rates and payment procedures maintained by the recipient. The recipient must be prepared to substantiate that these rates are reasonable and necessary.
- (10) Provide, to the maximum feasible extent, an opportunity for participation in the development, implementation, and evaluation of the project by persons broadly representative of all significant elements of the population to be served, and by others in the community knowledgeable about the community's needs for family planning services.

**§ 59.6 What procedures apply to assure the suitability of informational and educational material (print and electronic)?**

- (a) A grant under this section may be made only upon assurance satisfactory to the Secretary that the project shall provide for the review and approval of informational and educational materials (print and electronic) developed or made available under the project by an Advisory Committee prior to their distribution, to

assure that the materials are suitable for the population or community to which they are to be made available and the purposes of Title X of the Act. The project shall not disseminate any such materials which are not approved by the Advisory Committee.

- (b) The Advisory Committee referred to in paragraph (a) of this section shall be established as follows:
- (1) **Size.** The committee shall consist of no fewer than five members and up to as many members the recipient determines, except that this provision may be waived by the Secretary for good cause shown.
  - (2) **Composition.** The committee shall include individuals broadly representative of the population or community for which the materials are intended (in terms of demographic factors such as race, ethnicity, color, national origin, disability, sex, sexual orientation, gender identity, sex characteristics, age, marital status, income, geography, and including but not limited to individuals who belong to underserved communities, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality).
  - (3) **Function.** In reviewing materials, the Advisory Committee shall:
    - (i) Consider the educational, cultural, and diverse backgrounds of individuals to whom the materials are addressed;
    - (ii) Consider the standards of the population or community to be served with respect to such materials;
    - (iii) Review the content of the material to assure that the information is factually correct, medically accurate, culturally and linguistically appropriate, inclusive, and trauma informed;
    - (iv) Determine whether the material is suitable for the population or community to which is to be made available; and
    - (v) Establish a written record of its determinations.

**§ 59.7 What criteria will the Department of Health and Human Services use to decide which family planning services projects to fund and in what amount?**

- (a) Within the limits of funds available for these purposes, the Secretary may award grants for the establishment and operation of those projects which will in the Department's judgment best promote the purposes of section 1001 of the Act, taking into account:
- (1) The number of clients, and, in particular, the number of low-income clients to be served;
  - (2) The extent to which family planning services are needed locally;
  - (3) The ability of the applicant to advance health equity;
  - (4) The relative need of the applicant;
  - (5) The capacity of the applicant to make rapid and effective use of the federal assistance;
  - (6) The adequacy of the applicant's facilities and staff;
  - (7) The relative availability of non-federal resources within the community to be served and the degree to which those resources are committed to the project; and

- (8) The degree to which the project plan adequately provides for the requirements set forth in these regulations.
- (b) The Secretary shall determine the amount of any award on the basis of an estimate of the sum necessary for the performance of the project. No grant may be made for less than 90 percent of the project's costs, as so estimated, unless the grant is to be made for a project which was supported, under section 1001, for less than 90 percent of its costs in fiscal year 1975. In that case, the grant shall not be for less than the percentage of costs covered by the grant in fiscal year 1975.
- (c) No grant may be made for an amount equal to 100 percent for the project's estimated costs.

#### **§ 59.8 How is a grant awarded?**

- (a) The notice of grant award specifies how long HHS intends to support the project without requiring the project to recompute for funds. This anticipated period will usually be for three to five years.
- (b) Generally, the grant will initially be for one year and subsequent continuation awards will also be for one year at a time. A recipient must submit a separate application to have the support continued for each subsequent year. Decisions regarding continuation awards and the funding level of such awards will be made after consideration of such factors as the recipient's progress and management practices and the availability of funds. In all cases, continuation awards require a determination by HHS that continued funding is in the best interest of the government.
- (c) Neither the approval of any application nor the award of any grant commits or obligates the United States in any way to make any additional, supplemental, continuation, or other award with respect to any approved application or portion of an approved application.

#### **§ 59.9 For what purpose may grant funds be used?**

Any funds granted under this subpart shall be expended solely for the purpose for which the funds were granted in accordance with the approved application and budget, the regulations of this subpart, the terms and conditions of the award, and the applicable cost principles prescribed in 45 CFR part 75.

#### **§ 59.10 Confidentiality.**

- (a) All information as to personal facts and circumstances obtained by the project staff about individuals receiving services must be held confidential and must not be disclosed without the individual's documented consent, except as may be necessary to provide services to the patient or as required by law, with appropriate safeguards for confidentiality. Otherwise, information may be disclosed only in summary, statistical, or other form which does not identify particular individuals. Reasonable efforts to collect charges without jeopardizing client confidentiality must be made. Recipient must inform the client of any potential for disclosure of their confidential health information to policyholders where the policyholder is someone other than the client.
- (b) To the extent practical, Title X projects shall encourage family participation.<sup>[3]</sup> However, Title X projects may not require consent of parents or guardians for the provision of services to minors, nor can any Title X project staff notify a parent or guardian before or after a minor has requested and/or received Title X family planning services.

<sup>[3]</sup> 42 U.S.C. 300(a).

assure that the materials are suitable for the population or community to which they are to be made available and the purposes of Title X of the Act. The project shall not disseminate any such materials which are not approved by the Advisory Committee.

- (b) The Advisory Committee referred to in paragraph (a) of this section shall be established as follows:
- (1) **Size.** The committee shall consist of no fewer than five members and up to as many members the recipient determines, except that this provision may be waived by the Secretary for good cause shown.
  - (2) **Composition.** The committee shall include individuals broadly representative of the population or community for which the materials are intended (in terms of demographic factors such as race, ethnicity, color, national origin, disability, sex, sexual orientation, gender identity, sex characteristics, age, marital status, income, geography, and including but not limited to individuals who belong to underserved communities, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality).
  - (3) **Function.** In reviewing materials, the Advisory Committee shall:
    - (i) Consider the educational, cultural, and diverse backgrounds of individuals to whom the materials are addressed;
    - (ii) Consider the standards of the population or community to be served with respect to such materials;
    - (iii) Review the content of the material to assure that the information is factually correct, medically accurate, culturally and linguistically appropriate, inclusive, and trauma informed;
    - (iv) Determine whether the material is suitable for the population or community to which is to be made available; and
    - (v) Establish a written record of its determinations.

**§ 59.7 What criteria will the Department of Health and Human Services use to decide which family planning services projects to fund and in what amount?**

- (a) Within the limits of funds available for these purposes, the Secretary may award grants for the establishment and operation of those projects which will in the Department's judgment best promote the purposes of section 1001 of the Act, taking into account:
- (1) The number of clients, and, in particular, the number of low-income clients to be served;
  - (2) The extent to which family planning services are needed locally;
  - (3) The ability of the applicant to advance health equity;
  - (4) The relative need of the applicant;
  - (5) The capacity of the applicant to make rapid and effective use of the federal assistance;
  - (6) The adequacy of the applicant's facilities and staff;
  - (7) The relative availability of non-federal resources within the community to be served and the degree to which those resources are committed to the project; and

- (8) The degree to which the project plan adequately provides for the requirements set forth in these regulations.
- (b) The Secretary shall determine the amount of any award on the basis of an estimate of the sum necessary for the performance of the project. No grant may be made for less than 90 percent of the project's costs, as so estimated, unless the grant is to be made for a project which was supported, under section 1001, for less than 90 percent of its costs in fiscal year 1975. In that case, the grant shall not be for less than the percentage of costs covered by the grant in fiscal year 1975.
- (c) No grant may be made for an amount equal to 100 percent for the project's estimated costs.

#### **§ 59.8 How is a grant awarded?**

- (a) The notice of grant award specifies how long HHS intends to support the project without requiring the project to recompute for funds. This anticipated period will usually be for three to five years.
- (b) Generally, the grant will initially be for one year and subsequent continuation awards will also be for one year at a time. A recipient must submit a separate application to have the support continued for each subsequent year. Decisions regarding continuation awards and the funding level of such awards will be made after consideration of such factors as the recipient's progress and management practices and the availability of funds. In all cases, continuation awards require a determination by HHS that continued funding is in the best interest of the government.
- (c) Neither the approval of any application nor the award of any grant commits or obligates the United States in any way to make any additional, supplemental, continuation, or other award with respect to any approved application or portion of an approved application.

#### **§ 59.9 For what purpose may grant funds be used?**

Any funds granted under this subpart shall be expended solely for the purpose for which the funds were granted in accordance with the approved application and budget, the regulations of this subpart, the terms and conditions of the award, and the applicable cost principles prescribed in 45 CFR part 75.

#### **§ 59.10 Confidentiality.**

- (a) All information as to personal facts and circumstances obtained by the project staff about individuals receiving services must be held confidential and must not be disclosed without the individual's documented consent, except as may be necessary to provide services to the patient or as required by law, with appropriate safeguards for confidentiality. Otherwise, information may be disclosed only in summary, statistical, or other form which does not identify particular individuals. Reasonable efforts to collect charges without jeopardizing client confidentiality must be made. Recipient must inform the client of any potential for disclosure of their confidential health information to policyholders where the policyholder is someone other than the client.
- (b) To the extent practical, Title X projects shall encourage family participation.<sup>[3]</sup> However, Title X projects may not require consent of parents or guardians for the provision of services to minors, nor can any Title X project staff notify a parent or guardian before or after a minor has requested and/or received Title X family planning services.

<sup>[3]</sup> 42 U.S.C. 300(a).



**§ 59.11 Additional conditions.**

The Secretary may, with respect to any grant, impose additional conditions prior to, at the time of, or during any award, when in the Department's judgment these conditions are necessary to assure or protect advancement of the approved program, the interests of public health, or the proper use of grant funds.



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Office of the Secretary

Office of the Assistant Secretary for Health  
Washington, D.C. 20201

**DATE:** March 22, 2024

**TO:** OPA Title X Grantees

**FROM:** Jessica Swafford Marcella, Deputy Assistant Secretary for Population Affairs

**SUBJECT:** Program Policy Notice (PPN) 2024-01: Clarification Regarding Confidential Services to Adolescents under the Title X Program

**Purpose**

The purpose of this PPN is to update Title X grantees regarding adolescent confidentiality requirements in response to the recent Fifth Circuit ruling in *Deanda v. Becerra*.

**Background**

On March 12, 2024, the U.S. Court of Appeals for the Fifth Circuit issued a decision in *Deanda v. Becerra*. On December 20, 2022, the U.S. District Court for the Northern District of Texas had ruled that HHS's administration of Title X to allow minors access to Title X services without parental consent violates Plaintiff Deanda's rights under Section 151.001(a)(6) of the Texas Family Code and under the Fourteenth Amendment. The district court also held unlawful and set aside the second sentence of 42 C.F.R. § 59.10(b). That sentence reads: "However, Title X projects may not require consent of parents or guardians for the provision of services to minors, nor can any Title X project staff notify a parent or guardian before or after a minor has requested and/or received Title X family planning services."

In its March 12 decision, the Fifth Circuit affirmed only part of the district court's ruling. The Fifth Circuit agreed with the district court that HHS's administration of Title X to allow minors access to Title X services without parental consent violates Deanda's rights under Section 151.001(a)(6) of the Texas Family Code. But it did not reach the constitutional question, and it reversed the part of the district court's judgment that held unlawful and set aside the parental consent language in HHS's regulation. Once the Fifth Circuit's mandate issues, the regulatory language will no longer be vacated, but the district court's grant of declaratory relief to Deanda will remain in effect.

**Guidance**

Pursuant to the court's declaratory judgment, Title X projects may not provide Mr. Deanda's minor daughter with Title X family planning services without parental consent. In addition, in light of the Fifth Circuit's decision, the Title X confidentiality regulation at 42 C.F.R. § 59.10(b) will remain in effect.

OPA will not be enforcing 42 C.F.R. § 59.10(b) in the State of Texas, nor will it enforce that regulation elsewhere in the fifth circuit to the extent it conflicts with state law. OPA will continue to enforce § 59.10(b) throughout the rest of the country.

Title X projects in states in the Fifth Circuit other than Texas may wish to consult with their own counsel regarding their states' requirements with respect to confidentiality.



3/22/2024

Jessica Swafford Marcella, MPA

Date

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U.S. Public Health Service

# **OPA PPN** *Program Policy Notice*

## **Clarification regarding “Program Requirements for Title X Family Planning Projects”**

### **Confidential Services to Adolescents**

#### **OPA Program Policy Notice 2014 – 01**

Release Date: June 5, 2014

#### **I. Purpose**

The purpose of this Program Policy Notice (PPN) is to provide Title X grantees with information to clarify some specific requirements included in the newly released “*Program Requirements for Title X-Funded Family Planning Projects Version 1.0 - April 2014.*”

#### **II. Background**

On April 25, 2014, the Office of Population Affairs (OPA), which administers the Title X Family Planning Program, released new Title X Family Planning Guidelines consisting of two parts: 1) *Program Requirements for Title X Family Planning Projects* (hereafter referred to as *Title X Program Requirements*), and 2) *Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs.*

The *Title X Program Requirements* document closely aligns with the various requirements applicable to the Title X Program as set out in the Title X statute and implementing regulations (42 CFR part 59, subpart A), and other applicable Federal statutes, regulations, and policies. The requirement that this Program Policy Notice addresses is confidential services to adolescents.

Requirements regarding **confidential services** for individuals regardless of age are stipulated in Title X regulations at 42 CFR § 59.5(a)(4) and § 59.11, and are repeated in the *Title X Program Requirements* in sections 9.3 and 10.

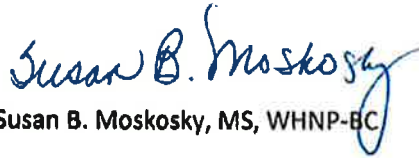
#### **III. Clarification**

It continues to be the case that Title X projects may not require written consent of parents or guardians for the provision of services to minors. Nor can any Title X project staff notify a parent or guardian before or after a minor has requested and/or received Title X family planning services.



**Page 2 – OPA Program Policy Notice 2014-01**

Title X projects, however, must comply with legislative mandates that require them to encourage family participation in the decision of minors to seek family planning services, and provide counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities. In addition, all Title X providers must comply with State laws requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest.



Susan B. Moskosky, MS, WHNP-BC

Acting Director, Office of Population Affairs



## Title X Program Policy Notice

### Integrating with Primary Care Providers

Release Date: November 22, 2016

OPA Program Policy Notice: 2016 – 11

#### I. Purpose

The purpose of this Program Policy Notice (PPN) is to clarify how Title X grantees may remain in compliance with *Program Requirements for Title X Funded Family Planning Projects* when integrating services with Health Resources & Services Administration (HRSA) Health Center Program grantees and look-alikes (i.e., health centers that receive funding under Section 330 of the Public Health Service Act, which authorizes the Health Center Program, as well as those that have been determined to meet Section 330 requirements but do not receive grant funding under that program). This PPN applies only to integrated settings, and not to settings in which only Health Center Program services are provided. We address three issues commonly faced by integrated Title X and HRSA-funded health center providers:

- 1) How to bill clients receiving Title X family planning services in compliance with Title X and Health Center Program Sliding Fee Discount Schedules and billing guidelines;
- 2) How to report data to the Family Planning Annual Reports (FPAR) and to the Uniform Data System (UDS) appropriately; and,
- 3) How to preserve Title X client confidentiality when billing for services provided.

#### II. Background

In 2014, the Office of Population Affairs (OPA) released new Title X program guidelines consisting of two parts:

- 1) *Program Requirements for Title X Funded Family Planning Projects* (Title X Program Requirements); and,
- 2) *Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs* (QFP).

Title X Program Requirements align closely with the Title X statute and family planning services project implementing regulations (42 CFR part 59, subpart A), as well as other applicable federal statutes, regulations, and policies. This PPN is intended to help Title X grantees address integrated care settings with regard to Title X Program Requirements.

### III. Clarification

This section provides clarification for some of the most common issues facing Title X Family Planning (FP) providers when integrating with primary care organizations, and suggests sample strategies to overcome these issues. Endnotes are provided for reference to the applicable section(s) of the Title X and HRSA Health Center Program Requirements aligned with each strategy.

#### Issue 1: Nominal Charge and Sliding Fee Discount Schedules (SFDS)

##### Strategy

The HRSA Health Center Program and the OPA Title X Program have unique Sliding Fee Discount Schedule (SFDS) program requirements, which include having differing upper limits. HRSA's policies, currently contained in Policy Information Notice (PIN) 2014-02, allow health centers to accommodate the further discounting of services as required by Title X regulations. Title X agencies (or providers) that are integrated with or receive funding from the HRSA Health Center Program may have dual fee discount schedules: one schedule that ranges from 101% to 200% of the Federal Poverty Level (FPL) for all health center services, and one schedule that ranges from 101% to 250% FPL for clients receiving **only** Title X family planning services directly related to preventing or achieving pregnancy, and as defined in their approved Title X project.

Title X agencies and providers may consult with the health center if they have additional questions regarding implementing discounting schedules that comply with Title X and Health Center Program requirements, which may result in the health center needing to consult their HRSA Health Center Program Project Officer.

To decide which SFDS to use, the health center should determine whether a client is receiving **only Title X family planning services** (Title X family planning services are defined by the service contract between the Title X grantee and health center) or **health center services in addition to Title X family planning services within the same visit**.

The following guidance applies specifically to clients who receive **only Title X family planning services** that are directly related to preventing or achieving pregnancy:

- Clients receiving only Title X family planning services with family incomes at or below 100% of the FPL must not be charged for services received. In order to comply with Title X regulations, any nominal fee typically collected by a HRSA health center program grantee or look-alike would **not be charged to the client receiving only Title X family planning services.**<sup>i</sup>
- Clients receiving only Title X family planning services with family incomes that are between 101% FPL and 250% FPL must be charged in accordance with a specific Title X SFDS based on the client's ability to pay. Any differences between charges based on applying the Title X SFDS and the health center's discounting schedule could be allocated to Title X grant funds. This allocation is aligned with the guidance provided in HRSA's PIN 2014-02, as discussed above. This PIN states that program grantees, "*may receive or have access to other funding sources (e.g.,*

*Federal, State, local, or private funds) that contain terms and conditions for reducing patient costs for specific services. These terms and conditions may apply to patients over 200 percent of the FPG [Federal Poverty Guidelines]. In such cases, it is permissible for a health center to allocate a portion (or all) of this patient's charge to this grant or subsidy funding source.”<sup>ii</sup>*

- Note that unemancipated minors who receive confidential Title X family planning services must be billed according to the income of the minor.<sup>iii</sup>

The following guidance applies specifically to clients who receive **health center services in addition to Title X family planning services within the same visit**:

- For clients receiving health center services in addition to Title X family planning services, as defined above, within the same visit, the health center or look-alike may utilize its health center discounting schedule (which ranges from 101% to 200% FPL) including collecting one nominal fee for health center services provided to clients with family incomes at or below 100% FPL.

## **Issue 2: Fulfilling Data Reporting Requirements**

### **Strategy**

To comply with mandatory program reporting requirements for both the Title X and HRSA Health Center Program, health centers that are integrated with Title X funded agencies must provide data on services provided that are relevant to either or both through FPAR and UDS, as appropriate. In cases where a data element is applicable to both FPAR and UDS, reporting such data to each report does not result in “double” credit for services provided; rather, it ensures that both Title X and HRSA receive accurate information on services provided to clients during the given reporting period.

Further instructions on how a family planning “user” is defined can be found in the [FPAR Forms & Instructions](#) guidance document.

## **Issue 3: Sliding Fee Discount Schedule eligibility for individuals seeking confidential services**

### **Strategy**

For individuals requesting that Title X family planning services provided to them are confidential (i.e., they do not want their information disclosed in any way, including for third-party billing), the provider should ensure that appropriate measures are in place to protect the client’s information, beyond HIPAA privacy assurances.<sup>iv</sup> Providers **may not bill third-party payers** for services in such cases where confidentiality cannot be assured (e.g., a payer does not suppress Explanation of Benefits documents and does not remove such information from claims history and other documents accessible to the policy holder). Providers may request payment from clients at the time of the visit for any confidential services provided that cannot be disclosed to third-party payers, as long as the provider uses the appropriate SFDS. Inability to pay, however, cannot be a barrier to services.<sup>v</sup> Providers may bill third-party payers for services that the client identifies as non-confidential.



## Endnotes

<sup>i</sup> Section 8.4 of the Title X Program Requirements contains information related to charges, billing, and collections. The program requirements in section 8.4 most relevant to charging clients at or below 100% of the FPL, between 101% and 250% of the FPL, and above 250% of the FPL, are as follows:

Title X Program Requirement 8.4.1. *Clients whose documented income is at or below 100% of the Federal Poverty Level (FPL) must not be charged, although projects must bill all third parties authorized or legally obligated to pay for services (Section 1006(c)(2), PHS Act; 42 CFR 59.5(a)(7)).*

*Within the parameters set out by the Title X statute and program requirements, Title X grantees have a large measure of discretion in determining the extent of income verification activity that they believe is appropriate for their client population. Although not required to do so, grantees that have lawful access to other valid means of income verification because of the client's participation in another program may use those data rather than re-verify income or rely solely on clients self-report.*

Title X Program Requirement 8.4.2. *A schedule of discounts, based on ability to pay, is required for individuals with family incomes between 101% and 250% of the FPL (42 CFR 59.5(a)(8)).*

Title X Program Requirement 8.4.3. *Fees must be waived for individuals with family incomes above 100% of the FPL who, as determined by the service site project director, are unable, for good cause, to pay for family planning services (42 CFR 59.2).*

Title X Program Requirement 8.4.4. *For persons from families whose income exceeds 250% of the FPL, charges must be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services. (42 CFR 59.5(a)(8)).*

<sup>ii</sup> HRSA Policy Information Notice PIN 2014-02, "Sliding Fee Discount and Related Billing and Collections Program Requirements." *Individuals and families with annual incomes above 200 percent of the FPG are not eligible for sliding fee discounts. However, health centers may receive or have access to other funding sources (e.g., Federal, State, local, or private funds) that contain terms or conditions for reducing patient costs for specific services. These terms and conditions may apply to patients over 200 percent of the FPG. In such cases, it is permissible for a health center to allocate a portion (or all) of this patient's charge to this grant or subsidy funding source.*

<sup>iii</sup> Title X Program Requirement 8.4.5. *Eligibility for discounts for unemancipated minors who receive confidential services must be based on the income of the minor (42 CFR 59.2).*

<sup>iv</sup> Title X Program Requirement 8.4.8. *Reasonable efforts to collect charges without jeopardizing client confidentiality must be made.*

HRSA PIN 2014-02. *Patient privacy and confidentiality must be protected throughout the (SFDS eligibility determination) process. The act of billing and collecting from patients should be conducted in an efficient, respectful and culturally appropriate manner, assuring that procedures do not present a barrier to care and patient privacy and confidentiality are protected throughout the process.*

<sup>v</sup> Title X Program Requirement 8.4.3, repeated. *Fees must be waived for individuals with family incomes above 100% of the FPL who, as determined by the service site project director, are unable, for good cause, to pay for family planning services (42 CFR 59.2).*



# **Affirm 2023 Program Standards and Policy Manual**

**(Revised April 2023)**

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## **INTRODUCTION**

### **TITLE X**

To assist individuals in determining the number and spacing of their children through the provision of affordable, voluntary family planning services, Congress enacted the Family Planning Services and Population Research Act of 1970 (Public Law 91-572).

The law amended the Public Health Service (PHS) Act to add Title X, "Population Research and Voluntary Family Planning Programs." Section 1001 of the PHS Act (as amended) authorizes grants "to assist in the establishment and operation of voluntary family planning projects which shall offer a broad range of acceptable and effective family planning methods and services (including natural family planning methods, infertility services, and services for adolescents)."

The Title X Family Planning Program is the only Federal program dedicated solely to the provision of family planning and related preventive health services. The program is designed to provide contraceptive supplies and information to all who want and need them, with priority given to persons from low-income families. All Title X-funded projects are required to offer a broad range of acceptable and effective medically (U.S. Food and Drug Administration (FDA)) approved contraceptive methods and related services on a voluntary and confidential basis. Title X services include the delivery of related preventive health services, including client education and counseling; cervical and breast cancer screening; sexually transmitted infections (STIs) and human immunodeficiency virus (HIV) prevention education, testing, and referral; and pregnancy diagnosis and counseling. By law, Title X funds may not be used in programs where abortion is a method of family planning.

The Title X Family Planning Program is administered by the Office of Population Affairs (OPA), Office of the Assistant Secretary for Health (OASH), within the U.S. Department of Health and Human Services (DHHS). On October 4, 2021, the DHHS OPA amended the Title X Family Planning regulations to restore access to equitable, affordable, client-centered, quality family planning services.

The Title X program expectations come from the Title X statute, implementing regulations at 42 CFR Part 59, Subpart A, and applicable legislative mandates. Title X subrecipients are also expected to comply with additional program guidance (including Providing Quality Family Planning Services (QFP): Recommendations from Centers for Disease Control and Prevention (CDC) and the U.S. Office of Population Affairs 2021 Final Rule FAQs, Program Policy Notices), OPA program priorities, and other expectations from the OASH Office of Grants and Acquisition Management (GAM) and the Notice of Award (NOA). All expectations have been compiled into this document, the Program Standards and Policy Manual.

In addition to the statute, regulations, legislative mandates, and additional program guidance that apply to Title X, OPA establishes program priorities that represent overarching goals for the Title X program. OPA expects recipients to develop and implement plans to address program priorities. The current priorities are:

- 1) Advance health equity through the delivery of Title X services;
- 2) Improve and expand access to Title X services; and
- 3) Deliver Title X services of the highest quality.

#### **Affirm**

Affirm Sexual and Reproductive Health for All is an Arizona non-profit 501(c)(3) agency, incorporated in 1974 (as the Arizona Family Planning Council). Since 1983, Affirm has been designated as a Title X (“ten”) grantee and awarded federal family planning funds to provide services in Arizona.

As the grantee, Affirm performs a variety of roles in the oversight of the Title X Family Planning Program, including grant administrator, monitor, partner, facilitator, technical advisor, educator and payer. Affirm responds to requests from OPA and from other Federal DHHS Offices. As the grantee, the Affirm is responsible to the funding source for the following: quality, cost, accessibility, acceptability, and reporting for the Program and the performance of all subrecipient agencies.

Affirm’s vision is universal access to quality reproductive healthcare services. In this role, the functions and responsibilities of Affirm include:

- Assessing compliance with Title X statute, regulations, and legislative mandates;
- Assessing community needs in the area of reproductive healthcare for individuals with low-incomes;
- Developing community programs to meet those needs;
- Identifying, funding, and contracting with service providers;

- Monitoring and evaluating the performance of subrecipient agencies;
- Collecting and disseminating data;
- Providing training and technical assistance;
- Providing information to the community;
- Coordinating services; and,
- Client advocacy.

Affirm provides a network of services through contracts with community-based, private non-profit, and public agencies for the provision of direct clinical and educational reproductive healthcare services to low-income adults and adolescents. Affirm is governed by a Board of Directors made up of volunteers representing diverse backgrounds and geographic areas of Arizona. Affirm is committed to providing quality reproductive healthcare services to as many people as possible with the resources available.

#### **PROGRAM MONITORING AND EVALUATION**

Affirm will conduct site reviews of each subrecipient agency to determine compliance with federal and local laws and requirements, program guidelines and other contractual agreements. These evaluations play a crucial role in ensuring that quality reproductive health care services are provided to women and men. The site reviews will be performed by Affirm periodically or on an as needed basis and will range from comprehensive to issue specific reviews, using a standardized monitoring tool. Monitoring and evaluation of the Title X Program and subrecipient agencies may include, but is not limited to: review and analysis of financial, statistical, and special project reports, discussions and meetings with subrecipient agency staff, site visits to health center location(s) and formal site reviews of subrecipient agencies.

#### **Program Standards and Policy Manual (PSPM)**

The purpose of this manual is to document the Affirm's Title X Family Planning Project's program standards for development, implementation, and management of the Title X Program, and other related projects funded by Affirm.

This manual establishes minimum standards and can be used as a reference and information resource for family planning programs. Subrecipients are required to adhere to the requirements and guidelines set forth in this manual, and are also responsible for incorporating any policy changes into their operation.

The PSPM has been developed to assist Title X subrecipient agencies in understanding and implementing the family planning services grants program. This manual mirrors the DHHS OPA's 2021 Title X Final Rule and contains just those sections that are relevant to sub-recipient or subrecipient agencies. Contents of the PSPM are subject to change to mirror the Program Review Tool to be published by OPA.



## Attachment 6

Grantee specific requirements are omitted.

Each Title X Requirement has at least two sections:

- 1) **Affirm Best Practice Suggestion** – Additional best practice suggestions and/or comments from Affirm to subrecipient agencies
- 2) **Evidence Requirement is Met** – evidence that the subrecipient agency must have to ensure that requirements are met
- 3) **Affirm Additional Standard** – Additional requirement from Affirm to subrecipient agencies

## Helpful Links

Title X Statutes, Regulations, and Legislative Mandates: <https://opa.hhs.gov/grant-programs/title-x-service-grants/title-x-statutes-regulations-and-legislative-mandates>

Providing Quality Family Planning Services: <https://opa.hhs.gov/grant-programs/title-x-service-grants/about-title-x-service-grants/quality-family-planning>

Sterilization of Persons in Federally Assisted Family Planning Projects Regulations: <https://www.ecfr.gov/cgi-bin/text-idx?SID=f93c09d3dad79124016304b202ac9860&mc=true&node=pt42.1.50&rgn=div5#sp42.1.50.b>

## DEFINITIONS

| Useful Title X Definitions                         |   |
|--|---|
| Term   | Definition  |
| Adolescent-friendly health services                | Services that are accessible, acceptable, equitable, appropriate and effective for adolescents. (42 CFR § 59.2)   |
| Basic infertility services                         | Basic infertility services include services for both partners of an infertile couple. Basic infertility services include understanding the client's reproductive life plan and the client's and partner's difficulty in achieving pregnancy through a medical history, sexual health assessment and physical exam, in accordance with recommendations developed by professional medical associations. Basic infertility services also include infertility counseling. (QFP, p.15-16, <a href="https://opa.hhs.gov/sites/default/files/2020-10/providing-quality-family-planning-services-2014_1.pdf">https://opa.hhs.gov/sites/default/files/2020-10/providing-quality-family-planning-services-2014_1.pdf</a> ). |
| Client-centered care                               | Client-centered care provided is respectful of, and responsive to, individual client preferences, needs, and values; client values guide all clinical decisions. (42 CFR § 59.2)  |
| Culturally and linguistically appropriate services | Culturally and linguistically appropriate services are respectful of and responsive to the health beliefs, practices and needs of diverse patients. (42 CFR § 59.2)   |

## Attachment 6

|   |  |
|---|--|
| Family Planning Services                        | Family planning services delivered by Title X subrecipients include a broad range of medically approved services, which includes Food and Drug Administration (FDA)- approved contraceptive products and natural family planning methods for clients who want to prevent pregnancy and space births; pregnancy testing and counseling; assistance to achieve pregnancy; basic infertility services; sexually transmitted infection (STI) services; and other preconception health services. (42 CFR § 59.2). Family planning services include preconception health services, education, and general reproductive and fertility health care to improve maternal and infant outcomes, and the health of women, men, and adolescents who seek family planning services, and the prevention, diagnosis, and treatment of infections and diseases which may threaten childbearing capability or the health of the individual, sexual partners, and potential future children. (QFP, pp.1-5, <a href="https://opa.hhs.gov/sites/default/files/2020-10/providing-quality-family-planning-services-2014_1.pdf">https://opa.hhs.gov/sites/default/files/2020-10/providing-quality-family-planning-services-2014_1.pdf</a> ). Family planning methods and services are never to be coercive and must always be strictly voluntary. (42 CFR § 59.5(a)(2)). These family planning services should be offered to both women and men in accordance with QFP, and Title X policies. Title X providers should be trained and equipped to offer these services. |
| FDA-approved contraceptive products             | FDA-approved contraceptive products include Long-Acting Reversible Contraceptives (LARC), contraceptive injection, short-acting hormonal methods, barrier methods, emergency contraception, and permanent sterilization ( <a href="https://www.fda.gov/consumers/free-publications-women/birth-control">https://www.fda.gov/consumers/free-publications-women/birth-control</a> ).   |
| Health equity                                   | Health equity is when all persons have the opportunity to attain their full health potential and no one is disadvantaged from achieving this potential because of social position or other socially determined circumstances. (42 CFR § 59.2)  |
| Inclusive                                       | Inclusive is when all people are fully included and can actively participate in and benefit from family planning. Including, but not limited to, individuals who belong to underserved communities, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality. (42 CFR § 59.2)   |
| Low-income family                               | Low-income family means a family whose total annual income does not exceed 100 percent of the most recent Poverty Guidelines issued pursuant to 42 U.S.C. 9902(2). "Low-income family" also includes members of families whose annual family income exceeds this amount, but who, as determined by the project director, are unable, for good reasons, to pay for family planning services. For example, unemancipated minors who wish to receive services on a confidential basis must be considered on the basis of their own resources. (42 CFR § 59.2)   |
| Preconception health services                   | Preconception health services include counseling on folic acid; reproductive life planning; sexual health assessment; medical history intake; screening for intimate partner violence; alcohol and other drug use, and tobacco use; immunizations; depression; height, weight, and body mass index; blood pressure (QFP, p.16-17, <a href="https://opa.hhs.gov/sites/default/files/2020-10/providing-quality-family-planning-services-2014_1.pdf">https://opa.hhs.gov/sites/default/files/2020-10/providing-quality-family-planning-services-2014_1.pdf</a> ).   |
| Quality healthcare                              | Quality healthcare is safe, effective, client-centered, timely, efficient, and equitable. (42 CFR § 59.2)  |
| Service site                                    | Service site is a clinic or other location where Title X services are provided to clients. Title X subrecipients may have service sites. (42 CFR § 59.2)   |
| Sliding Fee Discount Schedule (SFDS)            | The HRSA Health Center Program and the OPA Title X Program have unique Sliding Fee Discount Schedule (SFDS) program requirements, which include having differing upper limits. Title X agencies (or providers) that are integrated with or receive funding from the HRSA Health Center Program may have dual fee discount schedules: one schedule that ranges from 101% to 200% of the FPL for all health center services, and one schedule that ranges from 101% to 250% FPL for clients receiving only Title X family planning services directly related to preventing or achieving pregnancy, and as defined in their approved Title X project. (OPA Program Policy Notice: 2016-11—Integrating with Primary Care Providers)  |
| STI services                                    | STI services include services provided in accordance with CDC's STD treatment and HIV testing guidelines. STI services include assessing, screening, treating, and counseling. STI services should be provided for persons with or without signs or symptoms suggestive of an STD. (QFP, p. 17-18, <a href="https://opa.hhs.gov/sites/default/files/2020-10/providing-quality-family-planning-services-2014_1.pdf">https://opa.hhs.gov/sites/default/files/2020-10/providing-quality-family-planning-services-2014_1.pdf</a> ).  |
| Suggested Evidence to Submit for Program Review | The suggested evidence is a new addition to the Program Review Tool. The list includes the types of materials and documentation grant subrecipients should provide as evidence that the project is in compliance with Title X program expectations. The examples listed do not represent an exhaustive list, however are typical of what program review consultants review to assess grantee compliance for Title X. Evidence may include, but is not limited to, policies, procedures, protocols, documentation of training, medical record review, direct visual confirmation per consultants and/or OPA staff to ensure that what is contained in written policy or instructions is actually being carried out, or any other form of documentation that substantiates that the project is operating in accordance with the Title X program expectations and policies, including QFP.  |
| Title X Program Expectations                    | The Title X program expectations come from the Title X statute, implementing regulations at 42 CFR Part 59, Subpart A, and applicable legislative mandates. Title X subrecipients are also expected to comply with additional program guidance (including QFP, 2021 Final Rule FAQs, Program Policy Notices) OPA program priorities, and other expectations from GAM and the Notice of Award (NOA).<br><br>All subrecipients must comply with the expectations regarding the provision of family planning services that can be found in the statute (Title X of the Public Health Service Act, 42 U.S.C. § 300 et seq.) the implementing regulations (42 CFR Part 59, Subpart A), any applicable legislative mandates, and are expected to comply with additional program guidance. In addition, sterilization of clients as part of the Title X program must be consistent with 42 CFR Part 50, Subpart B ("Sterilization of Persons in Federally Assisted Family Planning Projects").  |
| Trauma-informed                                 | Trauma-informed means a program, organization, or system that is trauma-informed recognizes the widespread impact of trauma and understands potential paths for recovery; recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system; and responds by fully integrating knowledge about trauma into policies, procedures, and practices, and seeks to actively resist re-traumatization. (42 CFR § 59.2)   |

Terms used throughout this document include:

| TERM                              | DEFINITION  |
|-----------------------------------|---|
| <b>The Act or Law</b>             | Title X of the Public Health Service Act, as amended.   |
| <b>Clinical services provider</b> | Physicians, physician assistants, nurse practitioners, certified nurse midwives, and registered nurses with an expanded scope of practice who are trained and permitted by state-specific regulations to perform all aspects of the user (male and female) physical assessments recommended for contraceptive, related preventive health, and basic infertility care. |
| <b>Family</b>                     | A social unit composed of one person, or two or more persons living together, as a household.   |
| <b>Grantee</b>                    | The entity that receives Federal financial assistance via a grant and assumes legal and financial responsibility and accountability for the awarded funds and for the performance of the activities approved for funding.   |
| <b>Nonprofit</b>                  | Any private agency, institution, or organization for which no part of the entity's net earnings benefit, or may lawfully benefit, any private stakeholder or individual.  |
| <b>Project</b>                    | Activities described in the grant application and any incorporated documents supported under the approved budget. The "scope of the project" as defined in the funded application consists of activities that the total approved grant-related project budget supports.   |
| <b>Secretary</b>                  | The Secretary of Health and Human Services and any other officer or employee of the U.S. Department of Health and Human Services to whom the authority involved has been subrecipient.  |
| <b>Sub-recipients</b>             | Those entities that provide family planning services with Title X funds under a written agreement with a grantee. May also be referred to as subrecipients or contract agencies.  |
| <b>State</b>                      | In addition to the several States, the District of Columbia, Guam, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, American Samoa, the U.S. Outlying Islands (Midway, Wake, et al.), the Marshall Islands, the Federated State of Micronesia, and the Republic of Palau.  |

## ACRONYMS

The following is a list of acronyms and abbreviations used throughout this document.

| ACRONYM/<br>ABBREVIATION |   |
|--------------------------|---|
| CFR                      | Code of Federal Regulations                   |
| FDA                      | U.S. Food and Drug Administration             |
| FPL                      | Federal Poverty Level                         |
| HHS                      | U.S. Department of Health and Human Services  |
| HIV                      | Human Immunodeficiency Virus                  |
| I&E                      | Information and Education                     |
| OMB                      | Office of Management and Budget               |
| OPA                      | Office of Population Affairs                  |
| OSHA                     | Occupational Safety and Health Administration |
| PHS                      | U.S. Public Health Service                    |
| STI                      | Sexually Transmitted Infection                |

## COMMONLY USED REFERENCES

As a Federal grant program, requirements for the Title X Family Planning Program are established by Federal laws and regulations. For ease of reference, the laws and regulations most cited in this document are listed below. Other applicable laws and regulations are cited throughout the document.

|            |   |                              |
|------------|---|------------------------------|
| Law        | Title X Public Law<br>("Family Planning Services and Population Research Act of 1970")  | Public Law 91-572            |
| Law        | Title X Statute<br>("Title X of the Public Health Service Act")   | 42 U.S.C.300, <i>et seq.</i> |
| Regulation | Sterilization Regulations<br>("Sterilization of persons in Federally Assisted Family Planning Projects")                              | 42 CFR part 50, subpart B    |
| Regulation | Title X Regulations<br>("Project Grants for Family Planning Services")  | 42 CFR part 59, subpart A    |
| Regulation | HHS Grants Administration Regulations ("Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards") | 45 CFR part 75               |

|            |  |                |
|------------|--|----------------|
| Regulation | Federal Award Administration Regulations ("Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards") | 2 CFR part 200 |
|------------|--|----------------|

## 1. Project Administration Expectation

### Project Administration Expectation #1 : Non-Coercive Services

Provide services without subjecting individuals to any coercion to accept services or to employ or not to employ any particular methods of family planning. (42 CFR § 59.5(a)(2))

#### Affirm Best Practice Suggestion

None

#### Evidence Requirement is Met

1. Subrecipient written policies and procedures specify services are to be provided without subjecting individuals to any coercion
2. Contracts with clinical subcontractors/contractors specify that they are to provide services without subjecting individuals to any coercion
3. Staff acknowledgement statement is signed annually in inform Title X staff and clinical subcontractors that clients may not be coerced to use contraception, or to use any particular method of contraception or service
4. Record review at service sites demonstrates that each client has signed a general consent form or other documentation that demonstrates they have received an assurance that services are voluntary.
5. Observations and staff interviews display:
  - Establish and Maintain Rapport with the Client
  - Assess the Client's Needs and Personalize Discussions Accordingly
  - Work with the Client Interactively to Establish a Plan
  - Provide Information that Can Be Understood and Retained by the Client
  - Confirm Client Understanding

### Project Administration Expectation #2: Voluntary and Acceptance of FP Services not a Prerequisite for Eligibility of Services

Ensure that acceptance of services is solely on a voluntary basis and may not be made a prerequisite to eligibility for, or receipt of, any other services, assistance from or participation in any other program of the recipient. (Sections 1001 and 1007, PHS Act; 42 CFR § 59.5(a)(2))

**Affirm Best Practice Suggestion**

None

**Evidence Requirement is Met**

1. Written policy and procedures that prohibits any subrecipient service sites from making the acceptance of family planning services a prerequisite to the receipt of any other services.
2. Documentation showing staff have been informed at least once during the current project period that a client's receipt of family planning services may not be used as a prerequisite to receipt of any other services offered.
3. General consent forms (signed by the client) or other documentation provided to clients states that receipt of family planning services is not a prerequisite to receipt of any other services offered
4. Medical record review demonstrates that each client has signed a general consent form.
5. Clinic signage

**Project Administration Expectation #3: Subject to Prosecution**

Ensure that staff are informed that any officer or employee of the United States, officer or employee of any State, political subdivision of a State, or any other entity, which administers or supervises the administration of any program receiving Federal financial assistance, or person who receives, under any program receiving Federal assistance, compensation for services, who coerces or endeavors to coerce any person to undergo an abortion or sterilization procedure by threatening such person with the loss of, or disqualification for the receipt of, any benefit or service under a program receiving Federal financial assistance shall be fined not more than \$1,000 or imprisoned for not more than one year, or both. (42 U.S.C. § 300a-8, as set out in 42 CFR § 59.5(a)(2) footnote 1)

**Affirm Best Practice Suggestion**

None

**Evidence Requirement is Met**

1. Written policies and procedures that require all subrecipient service sites be informed that they may be subject to prosecution if they coerce or try to coerce any person to undergo an abortion or sterilization procedure.
2. Documentation that subrecipient staff have been informed at least once during the current project period that they are subject to this expectation.

**Project Administration Expectation #4: Non-Discriminatory Services**

Provide services in a manner that does not discriminate against any client based on religion, race, color, national origin, disability, age, sex, sexual orientation, gender identity, sex characteristics, number of pregnancies, or marital status. (42 CFR § 59.5(a)(4))

**Affirm Best Practice Suggestion**

Client experience of care surveys document that clients perceive providers and other clinic staff to be respectful during Family Planning Services, a consistent review is conducted, and plan is developed to address gaps the service provision, based survey feedback.

Observations during patient intake/registration, eligibility determination, history taking, examination, counseling, and fee collection

**Evidence Requirement is Met**

1. Service site has written policies and procedures that require services to be provided without regard to religion, race, color, national origin, disability, age, sex, sexual orientation, gender identity, sex characteristics, number of pregnancies, or marital status, and to inform staff of this requirement on an annual basis.
2. Documentation showing Title X staff were informed of this expectation.

**Project Administration Expectation #5: Durational Residency Requirements**

Provide services without the imposition of any durational residence expectation or an expectation that the client be referred by a physician. (42 CFR § 59.5(b)(5))

**Affirm Best Practice Suggestion**

None

**Evidence Requirement is Met**

1. Subrecipient agencies have written policies and procedures requiring services to be provided without the imposition of any durational residency expectation or an expectation that the client be referred by a physician.

2. Reviewed through staff observations of the registration process and interviews (review of intake)

**Project Administration Expectation #6 : Client Confidentiality**

Ensure that all information as to personal facts and circumstances obtained by the project staff about individuals receiving services must be held confidential and must not be disclosed without the individual's documented consent, except as may be necessary to provide services to the patient or as required by law, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical, or other form that does not identify the individual. Reasonable efforts to collect charges without jeopardizing client confidentiality must be made. Subrecipients must inform the client of any potential for disclosure of their confidential health information to policyholders where the policyholder is someone other than the client. (42 CFR § 59.10(a))

**Affirm Best Practice Suggestion**

Affirm, subrecipient agency and any health care providers that have access to identifying information are bound by Arizona Revised Statute (A.R.S.) §36-160, Confidentiality of Records

**Evidence Requirement is Met**

1. Subrecipient has a written policy requiring that all service sites safeguard client confidentiality, including release of records to clients or other providers, ensuring client information must only be transferred after the client has given written, signed consent.
2. Documentation demonstrates that staff have been informed about policies related to preserving client confidentiality and privacy.
3. The health records system(s) has safeguards in place to ensure adequate privacy, security, and appropriate access to personal health information.
4. There is evidence that HIPAA privacy forms are provided to clients and signed forms are collected as required.
5. General consent forms or other documentation at service sites state that services will be provided in a confidential manner and note any limitations that may apply.
6. Client education materials note that client's right to confidential services is available to clients.
7. The physical layout of the facility ensures that client services are provided in a manner that allows for confidentiality and privacy.
8. Observations during patient intake/registration, eligibility determination, history taking, examination, counseling, and fee collection
9. Third party billing is processed in a manner that does not breach client confidentiality.
10. Fiscal chart review



**Project Administration Expectation #7 : Accessibility**

Develop plans and strategies for implementing family planning services in ways that make services as accessible as possible for clients. (OPA Program Priority, as set out in PA-FPH-22-001 NOFO and the FY 2022 NOA Special Terms and Requirements)

**Affirm Best Practice Suggestion**

Strategies for making services more accessible include, but is not limited to: the location of services, hours of services, modality of service provision (e.g., in-person, telehealth, drive-thru, mobile clinics), availability of ancillary services and referral linkages, robust education and community outreach, ensuring access to a broad range of acceptable and effective family planning methods and services at service sites, and implementing billing and payment practices that expand access to services.

**Evidence Requirement is Met**

1. Workplan
2. Health Center hours inclusive of non-traditional hours
3. Relevant meeting minutes

**Project Administration Expectation #8 :**

Identify and execute strategies for delivering services that are responsive to the diverse needs of the clients and communities served. (OPA Program Priority, as set out in PA-FPH-22-001 NOFO and the FY 2022 NOA Special Terms and Requirements)

**Affirm Best Practice Suggestion**

Supply more than 1 month of contraception supplies, self-administered depo, offering self-swabbing specimen collection, telehealth services, ensuring members of care team are reflective of patients race or ethnicity when requested or when possible.

**Evidence Requirement is Met**

1. Workplan
2. Protocols & Procedures or Protocols – translation services, disability accommodations
3. Language Line
4. I&E

**Project Administration Expectation #9: Notice of Changes**

Provide notice in writing to Affirm of any deletions, additions, or changes to the name, location, street address and email, services provided on-site, and contact information for Title X service sites within 30 days.

**Affirm Best Practice Suggestion**

None

**Evidence Requirement is Met**

1. Interview with Affirm Program Manager and subrecipient.

**Project Administration Expectation #10: 340B Program Requirements**

If enrolled in the 340B Program, and comply with all 340B Program requirements, including annual recertification and avoiding diversion or duplicate discounts. 340B Program requirements are available at <https://www.hrsa.gov/opa/program-requirements/index.html>. (FY 2022 NOA Special Terms and expectations)

**Affirm Best Practice Suggestion**

None

**Evidence Requirement is Met**

1. Staff interviews (conducted by the fiscal consultant) and confirmed in inventory check, etc.
2. Documentation of 340B ID (entity registration)

**Additional Special Terms and Requirements and Standard Terms of the FY 2022 Title X Notice of Award – Standard Terms Expectation #6:**

**\*The following two expectations assessed under Project Administration derive from the Additional Expectations section in the Title X Program Handbook. These two expectations are part of the Title X Program Review.**

Intellectual Property and Data Rights: Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a federal award. The federal government reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. The awardee is subject to applicable regulations governing patents and inventions, including government- wide regulations issued by the Department of Commerce at 37 CFR part 401. The federal government has the right to:

obtain, reproduce, publish, or otherwise use the data produced under this award; and authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes. (43 CFR § 75.322)

**Affirm Best Practice Suggestion**

None

**Evidence Requirement is Met**

1. Interviews with Project Director

**Additional Special Terms and Requirements and Standard Terms of the FY 2022 Title X Notice of Award – Standard Terms Expectation #7:**

Acknowledgement of Federal Grant Support: Recipients acknowledge Federal funding when issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents--such as tool-kits, resource guides, websites, and presentations (hereafter "statements")-- describing the projects or programs funded in whole or in part with HHS federal funds, the recipient must clearly state the percentage and dollar amount of the total costs of the program or project funded with federal money and the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources. When issuing statements resulting from activities supported by HHS financial assistance, the recipient entity must include an acknowledgement of federal assistance using one of the following or a similar statement:

i. If the HHS Grant or Cooperative Agreement is NOT funded with other non-governmental sources:

This [project/publication/program/website, etc.] [is/was] supported by the [full name of the PROGRAM OFFICE] of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funded by [PROGRAM OFFICE]/OASH/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by [PROGRAM OFFICE]/OASH/HHS, or the U.S. Government. For more information, please visit [PROGRAM OFFICE website, if available].

ii. The HHS Grant or Cooperative Agreement IS partially funded with other nongovernmental sources:

This [project/publication/program/website, etc.] [is/was] supported by the [full name of the PROGRAM OFFICE] of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by [PROGRAM OFFICE]/OASH/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author (s) and do not necessarily represent the official views of, nor an endorsement, by [PROGRAM OFFICE]/OASH/HHS, or the U.S. Government. For more information, please visit [PROGRAM OFFICE website, if available].

The federal award total must reflect total costs (direct and indirect) for all authorized funds (including supplements and carryover) for the total competitive segment up to the time of the public statement.

Any amendments by the recipient to the acknowledgement statement must be coordinated with the OASH federal project officer and the OASH grants management officer.

If the recipient plans to issue a press release concerning the outcome of activities supported by this financial assistance, it should notify the OASH federal project officer and the OASH grants management officer in advance to allow for coordination.

**Affirm Best Practice Suggestion**

None

**Evidence Requirement is Met**

1. Subrecipient agencies have written policies and procedures requiring acknowledging federal funding when issuing statements, press releases, publications, requests for proposals, bid solicitations and other documents.
2. Copies of statements, press releases, publications, requests for proposals, bid solicitations, marketing and educational materials and other documents.
3. Subrecipient contracts

## **2. Provision of High-Quality Family Planning Services Expectation**

### **Provision of High-Quality Family Planning Services Expectation #1: Range in Family Planning Methods**

Provide a broad range of acceptable and effective medically approved family planning methods (including natural family planning methods) and services (including pregnancy testing and counseling, assistance to achieve pregnancy, basic infertility services, sexually transmitted infection (STI) services, preconception health services, and adolescent-friendly health services). If an organization offers only a single method of family planning, it may participate as part of a project as long as the entire project offers a broad range of acceptable and effective medically approved family planning methods and services. (Section 1001, PHS Act; 42 CFR § 59.5(a)(1))

Family planning services include a broad range of medically approved services, which includes Food and Drug Administration (FDA)-approved contraceptive products and natural family planning methods, for clients who want to prevent pregnancy and space births, pregnancy testing and counseling, assistance to achieve pregnancy, basic infertility services, sexually transmitted infection (STI) services, and other preconception health services. (42 CFR § 59.2)

Title X service sites are expected to provide most, if not all, of acceptable and effective medically approved family planning methods and services on site and must detail the referral process for family planning methods and services that are unavailable on-site.

#### **Affirm Best Practice Suggestion**

None

#### **Evidence Requirement is Met**

1. Clinical Protocols with requirement to review and revise every 12 months (contraception, pregnancy testing and counseling; achieving pregnancy; basic infertility; STI services, preconception health services, and standing orders)
2. Client education/counseling protocol
3. Client education/counseling materials
4. Referral/Resource list
5. Medical records review

## Attachment 6

6. Documentation of staff training
7. Pharmacy/supply dispensing inventory records
8. Subrecipient must abide with local STI reporting requirements in accordance with state laws (see Arizona Administrative Code, Title 9, Chapter 6, for Utah see R386-702).
9. The reproductive life plan/pregnancy intention/attitude must be discussed at least once annually and documented with all family planning clients regardless of age, sex, and sexual orientation.
10. Subrecipients must follow state and federal laws and professional practice regulations related to security and record keeping for drugs and devices, labeling, client education, inventory, supply and provision of pharmaceuticals. All prescription drugs must be stored in a locked cabinet or room (see AZ Board of Nursing R4-19-513).
11. The subrecipient agency must have policies and procedures in effect for the prescribing, dispensing, and administering of medications .

### **Provision of High-Quality Family Planning Services Expectation #2: Family Planning Method of Choice Referral**

Ensure that Title X service sites that are unable to provide clients with access to a broad range of acceptable and effective medically approved family planning methods and services, must be able to provide a prescription to the client for their method of choice or referrals to another provider, as requested. (42 CFR § 59.5(a)(1))

#### **Affirm Best Practice Suggestion**

None

#### **Evidence Requirement is Met**

1. Clinical Protocol
2. Referral list
3. Medical records review

### **Provision of High-Quality Family Planning Services Expectation #3: Cultural Competency**

Provide services in a manner that is client-centered, culturally and linguistically appropriate, inclusive, and trauma-informed. (42 CFR § 59.5(a)(3))

#### **Affirm Best Practice Suggestion**

The education provided should be appropriate to the client's age and level of knowledge and presented in an unbiased manner. Client education must be noted in the client's clinical chart.

Refer to page 2, Useful Title X Definitions, for Client-centered, culturally, and linguistically, inclusive, and trauma-informed.

**Evidence Requirement is Met**

1. Subrecipient agencies have written policies and procedures addressing this expectation.
2. Copies of materials translated into other languages that are available to patients.
3. Signage within health center
4. Translation services policy
5. Client education/counseling materials, etc.
6. Medical record review
7. Staff trainings
8. Referrals
9. Policies, procedures, and protocols
10. Observation of the clinic environment demonstrates cleanliness of exam rooms, ease of access to service

**Provision of High-Quality Family Planning Services Expectation #4: Client Dignity**

Provide services in a manner that protects the dignity of the individual. (42 CFR § 59.5(a)(3))

**Affirm Best Practice Suggestion**

The agency must have a Client Grievances policy in place describing the process to address and resolve client problems regarding a variety of issues including but not limited to:

- a problem or conflict with their provider;
- questions about the availability or accessibility of certain types of services;
- disagreement with an administrative or medical staff member, process or policy; and,
- decisions made about eligibility for services or programs.

This policy must contain staff roles and responsibilities, description of a tracking system to document the process and communications regarding complaints, and timelines for resolution of issues and communication with the client.

A patient bill of rights or other documentation which outlines client's rights and responsibilities is available for review by the client.

**Evidence Requirement is Met**

1. Documentation of staff training
2. Client education/counseling protocols and materials
3. Observation of client education

4. Patient satisfaction surveys document that clients perceive providers and other clinic staff to be respectful.

**Provision of High-Quality Family Planning Services Expectation #5: Standard of Care**

Provide services in a manner that ensures equitable and quality service delivery consistent with nationally recognized standards of care. (42 CFR § 59.5(a)(3))

**Affirm Best Practice Suggestion**

- Sex-positive counseling and client education practices
- Clinical services provided in a gender-Affirming manner
- Clinical Protocols and Client-facing documents written with gender-expansive and inclusive language
- Clinical staff are broadly representative of the population demographics to be served by the project and should be sensitive to, and able to deal effectively with, the cultural and other characteristics of the client population, based on subrecipient records
- Chart records document client pronouns and it is seen that staff address their clients using the correct pronouns
- Documented annual clinical staff reviews (periodic peer-reviews, clinician observations, clinical privileges clearly documented, etc.)
- Onboarding new providers includes direct observation of family planning skills and procedures

**Evidence Requirement is Met**

1. Documentation of staff training on equitable and quality service delivery
2. Clinic protocols
3. Client education/counseling protocol
4. Observation of client education and clinical services delivery; medical record/chart review

**Provision of High-Quality Family Planning Services Expectation #6: Nationally Recognized Standards of Care**

Provide quality family planning services that are consistent with the *Providing Quality Family Planning Services: Recommendations from Centers for Disease Control and Prevention and the U.S. Office of Population Affairs (QFP)* and other relevant nationally recognized standards of care. (OPA Program Priority, as set out in PA-FPH-22-001 NOFO and the FY 2022 NOA Special Terms and Requirements)

**Affirm Best Practice Suggestion**

Service sites have current clinical protocols (i.e., updated within the past 12 months) that reflect the most current version of the federal and professional medical associations' recommendations for each type of service, as cited in QFP.

Written clinical protocols regarding pregnancy testing and counseling are in accordance with the recommendations presented in QFP, including reproductive life planning discussions and medical histories that include any coexisting conditions.

#### **Staff training on Clinical Protocols**

##### **Evidence Requirement is Met**

1. Documentation of staff training
2. Clinic protocol
3. Client education/counseling protocol
4. Observation of client education and clinical services; medical record review

#### **Provision of High-Quality Family Planning Services Expectation #7: Health Equity**

Advance health equity through the delivery of Title X services. Health equity is when all persons have the opportunity to attain their full health potential and no one is disadvantaged from achieving this potential because of social position or other socially determined circumstances. (OPA Program Priority, as set out in PA-FPH-22-001 NOFO and the FY 2022 NOA Special Terms and Requirements; 42 CFR § 59.2)

##### **Affirm Best Practice Suggestion**

Strategic Plan based on community needs is current, includes documentation of progress and evaluation.

Seeks innovative ways to connect marginalized populations to Family Planning Services

##### **Evidence Requirement is Met**

1. Documentation of staff training
2. Referrals policy or system/process
3. Client education/counseling protocol
4. Observations of client education and clinical services and interviews

#### **Provision of High-Quality Family Planning Services Expectation #8: Client-Centered Services**

Improve and expand accessibility of services for all clients, especially low-income clients by providing client-centered services that are available when and where clients need them



and can most effectively access them. (OPA Program Priority, as set out in PA-FPH-22-001 NOFO and the FY 2022 NOA Special Terms and Requirements)

**Affirm Best Practice Suggestion**

- Strategic Plan, based on community needs, is current and includes documentation of progress.
- Title X service sites should be geographically accessible for the population being served.
- Subrecipients should consider clients' access to transportation, clinic locations, hours of operation, clinical equipment and supplies (procedure rooms/exam tables) for various body sizes, and other factors that influence clients' abilities to access services.
- Policies and procedures and staff training supports the use of adaptive equipment and supplies.
- Subrecipient utilizes language assistance through Affirm's Certified Languages International (CLI) for interpreting services. See Appendix 1 for specific instructions.

**Evidence Requirement is Met**

1. Client education/counseling materials
2. Client intake observations
3. Clinic hours
4. Transportation access (client mobility)
5. Clinic layout
6. Needs assessment
7. Patient observation
8. Interpretation services

**Provision of High-Quality Family Planning Services Expectation #9:**

Offer pregnant clients the opportunity to be provided information and counseling regarding each of the following options: prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination. If requested to provide such information and counseling, projects must provide neutral, factual information and nondirective counseling on each of the options, and referral upon request, except with respect to any option(s) about which the pregnant client indicates they do not wish to receive such information and counseling. (42 CFR § 59.5(a)(5), Consolidated Appropriations Act, 2022, Pub. L. No. 117-103, 136 Stat. 49, 444 (2022))

**Affirm Best Practice Suggestion**

- Observation and/or medical record review demonstrates counseling recommendations in accordance with the principles presented in QFP including reproductive life planning discussions, for example:

- Chart review demonstrates that clients with a positive pregnancy test receive non-directive, client-centered counseling
- Chart review demonstrates that clients with a negative pregnancy test who do not want to become pregnant are offered same-day contraception, if appropriate, or preconception counseling if they desire pregnancy.
- Clients are assessed for their social support
- Clients who are aware that they are pregnant, seeking a written confirmation of the pregnancy, and refuse/are not provided counseling and education, must not be reported as a family planning client.
- Document the Pregnancy Options Resource list has been updated at least annually

**Evidence Requirement is Met**

1. Documentation of staff training
2. Pregnancy testing and counseling protocol
3. Referral list
4. Medical records review
5. Observation of pregnancy counseling visit and/or staff interview

**Provision of High-Quality Family Planning Services Expectation #10:**

Provide that family planning medical services will be performed under the direction of a clinical services provider (CSP), with services offered within their scope of practice and allowable under state law, and with special training or experience in family planning. CSPs include physicians, physician assistants, nurse practitioners, certified nurse midwives, and registered nurses with an expanded scope of practice who are trained and permitted by state-specific regulations to perform all aspects of the user (male and female) physical assessments recommended for contraceptive, related preventive health, and basic infertility care. (42 CFR § 59.5(b)(6) and 42 CFR § 59.2)

**Affirm Best Practice Suggestion**

The clinical services provider:

- Supervises and evaluates medical services provided by other clinicians, including a review of the clinician's charts and observations of clinical performance (at a minimum annually); and,
- Supervises the medical quality assurance program.
- Documentation of chart audits and observations of clinical performance demonstrates clinical services provider's involvement.

**Evidence Requirement is Met**

1. CV of Clinical Service Provider
2. Interview

3. CSP Job Description
4. QA policy
5. QA or Other Meeting Minutes with CSP involvement

**Provision of High-Quality Family Planning Services Expectation #11:**

Ensure that non-clinical counseling services (such as contraceptive counseling, nondirective options counseling, reproductive life planning, etc.) is provided by any adequately trained staff member who is involved in providing family planning services to Title X clients; this may include CSPs and non-CSPs (e.g., health educators). (2021 Final Rule FAQs)

An “adequately trained staff member” has attended and participated in required orientation, courses, curriculums, and/or teaching/mentoring experiences, maintains appropriate competencies, and is knowledgeable and proficient in providing non-clinical counseling services.

**Affirm Best Practice Suggestion**

Client education is provided in accordance with the 5 Principles of Quality Counseling from Appendix C (pages 45-46) and Strategies for Providing Information to Clients, Appendix E, of the QFP (pages 48-49).

**Evidence Requirement is Met**

1. Documentation of staff training/education
2. Observation of client education session and/or staff interview
3. Medical record review

### **3. Adolescent Services Expectation**

**Adolescent Services Expectation #1:**

Apply all expectations listed under “Provision of Quality Family Planning Services” when providing services to adolescent clients.

**Affirm Best Practice Suggestion**

- Medical records confirm adolescent counseling on abstinence, the use of condoms and other contraceptive methods, including LARCs.
- training on adolescent-specific content, especially confidentiality laws
- sexual health screening tool/assessment (RAAPS, etc)
- same-day contraception, including LARC, is available
- Confidentiality policies and procedures, specific for adolescents
- Promotion efforts targeting adolescents

**Evidence Requirement is Met**

1. Adolescent clinical protocols
2. Medical records review
3. Observation and/or staff interview

**Adolescent Services Expectation #2:**

Provide adolescent-friendly health services, which are services that are accessible, acceptable, equitable, appropriate and effective for adolescents. (42 CFR § 59.2)

**Affirm Best Practice Suggestion**

Staff Training on adolescent-friendly services

Adolescent Champion Model participation and certification

**Evidence Requirement is Met**

1. Medical records review
2. Client education/counseling materials
3. Observations and staff interviews
4. Title X subrecipient sites provide for an adolescent-friendly setting
5. Schedule of site hours
6. Information about public transportation

**Adolescent Services Expectation #3 : Family Participation**

To the extent practical, Title X projects shall encourage family participation. However, Title X projects may not require consent of parents or guardians for the provision of services to minors, nor can any Title X project staff notify a parent or guardian before or after a minor has requested and/or received Title X family planning services. (Section 1001, PHS Act; 42 CFR § 59.10(b))

Ensure that all applicants for Title X funds certify that they encourage family participation in the decision of minors to seek family planning services. (Consolidated Appropriations Act, 2022, Pub. L. No. 117-103, 136 Stat. 49, 466 (2022))

**Affirm Best Practice Suggestion**

Provide documentation as to whom may have access to private information shared and staff are trained in how to check this before leaving messages/communicating about clients.

**Evidence Requirement is Met**

1. Documentation of staff training

2. Consent for services that includes information about confidentiality and limits of confidentiality
3. Adolescent counseling and education protocol
4. Medical records review
5. Observation and staff interviews
6. Subrecipient agencies have written policies and procedures and protocols requiring services be provided in a manner that encourage family participation
7. Monitoring/audit reports

#### **Adolescent Services Expectation #4: Coercion**

Ensure that all applicants for Title X funds certify that they provide counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities. (Consolidated Appropriations Act, 2022, Pub. L. No. 117-103, 136 Stat. 49, 466 (2022))

#### **Affirm Best Practice Suggestion**

Education on healthy relationships, consent, etc.

#### **Evidence Requirement is Met**

1. Documentation of staff training
2. Adolescent counseling and education protocol
3. Medical records review
4. Observations and staff interviews
5. Subrecipient policies and procedures state to provide counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities
6. Monitoring/audit reports

#### **Adolescent Services Expectation #5: Mandatory Reporting**

No Title X services provider shall be exempt from any State law requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest. (Consolidated Appropriations Act, 2022, Pub. L. No. 117-103, 136 Stat. 49, 444, 466–67 (2022))

#### **Affirm Best Practice Suggestion**

- Subrecipients are advised to consult with legal counsel to ensure that their policies are in compliance with state law.
- Subrecipients are encouraged to inform minor clients about the reporting requirement and involve adolescent clients in the steps required to comply with the law.
- Subrecipients are encouraged to have a mechanism to track mandatory reports submitted to law enforcement agencies and easily accessible for review.

**Evidence Requirement is Met**

1. Documentation of staff training
2. Consent for services that includes information about confidentiality and limitation of confidentiality
3. Adolescent counseling and education protocol
4. Child Abuse Protocol
5. Sexual Abuse Protocol
6. Documentation of reporting
7. Medical records review
8. Policies and procedures and protocols comply with state laws requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest
9. Staff interviews

## **4. Referral for Social and Medical Services Expectation**

**Referral for Social and Medical Services Expectation #1:**

Provide for medical services related to family planning (including consultation by a clinical services provider, examination, prescription and continuing supervision, laboratory examination, contraceptive supplies), in person or via telehealth, and necessary referral to other medical facilities when medically indicated, and provide for the effective usage of contraceptive devices and practices. (42 CFR § 59.5(b)(1))

**Affirm Best Practice Suggestion**

None

**Evidence Requirement is Met**

1. Clinical Protocol
2. Referral Protocol
3. Referral List
4. Medical records review

**Referral for Social and Medical Services Expectation #2:**

Provide for social services related to family planning, including counseling, referral to and from other social and medical service agencies, and any ancillary services which may be necessary to facilitate clinic attendance. (42 CFR § 59.5(b)(2))

**Affirm Best Practice Suggestion**

There is a process to refer clients to relevant social and medical services agencies for example: child care agencies, transport providers, WIC programs. (Optimally signed, written collaborative agreements). Evidence may include medical records that indicate that referrals were made based on documented specific conditions/issues.

**Evidence Requirement is Met**

1. Subrecipient needs assessment or other activities has documented the social service and medical needs of the community to be served and identified relevant social and medical services available to help meet those needs.
2. Subrecipient to develop and implement plans to address the related social service and medical needs of clients.
3. Service sites have policies and/or plans to address the related social service and medical needs of clients as well as ancillary services needed to facilitate clinic attendance.

**Referral for Social and Medical Services Expectation #3:**

Provide for coordination and use of referrals and linkages with primary healthcare providers, other providers of healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs, who are in close physical proximity to the Title X site, when feasible, in order to promote access to services and provide a seamless continuum of care. (42 CFR § 59.5(b)(8))

**Additional Affirm Standard**

Referrals for related and other services should be made to providers who offer services at a discount or sliding fee scale, where one exists.

Agencies must maintain a current list of health care providers, local health and human services departments, hospitals, voluntary agencies, and health services projects supported by other publicly funded programs to be used for referral purposes and to provide clients with a variety of providers to choose from.

**Evidence Requirement is Met**

1. Subrecipient referral policies/procedures/protocols
2. Referral list
3. MOUs (Optimally signed, written collaborative agreements)

**Referral for Social and Medical Services Expectation #4**

Ensure service sites have strong links to other community providers to ensure that clients have access to primary care. If a client does not have another source of primary care, priority should be given to providing related reproductive health services or providing referrals, as needed. Screening services such as, medical history; cervical cytology; clinical breast examination; mammography; and pelvic and genital examination should be provided for clients without a primary care provider, where applicable, and consistent with nationally recognized standards of care. In addition, appropriate follow-up, if needed, should be provided while linking the client to a primary care provider. (QFP, p.20, [https://opa.hhs.gov/sites/default/files/2020-10/providing-quality-family-planning-services-2014\\_1.pdf](https://opa.hhs.gov/sites/default/files/2020-10/providing-quality-family-planning-services-2014_1.pdf)).

**Affirm Best Practice Suggestion**

None

**Evidence Requirement is Met**

1. Clinic Protocol
2. Medical records review
3. Staff interviews
4. MOUs (Optimally signed, written collaborative agreements)

**5. Financial Accountability Expectation**

**Financial Accountability Expectation #1:**

Provide that no charge will be made for services provided to any clients from a low-income family except to the extent that payment will be made by a third party (including a government agency) which is authorized to or is under legal obligation to pay this charge. Low-income family means a family whose total annual income does not exceed 100 percent of the most recent Poverty Guidelines issued pursuant to 42 U.S.C. 9902(2). "Low-income family" also includes members of families whose annual family income exceeds this amount, but who, as determined by the project director, are unable, for good reasons, to pay for family planning services. (Section 1006(c)(1), PHS Act; 42 CFR § 59.5(a)(7) and 42 CFR § 59.2)

**Affirm Additional Standard**

None

**Evidence Requirement is Met**

1. Chart review of patient records
2. Schedule of discounts (SOD) and fee schedule by discount bracket review



## Attachment 6

3. Patient income declaration documentation review for placement onto the schedule of discounts
4. Review patient income, family size, placement in SOD into the EHR (how it's recorded)
5. Review the patient invoice for accuracy of billing and application of Title X discounts
6. Review application of payments, discounts, and insurance adjustments in the EHR
7. Patient chart review for 10-15 patients <100 percent of FPL to review patient income forms, invoices, fee schedule, schedule of discounts
8. Charges, billing, and collections policy review

### Financial Accountability Expectation #2:

Unemancipated minors who wish to receive services on a confidential basis must be considered on the basis of their own resources. (42 CFR § 59.2)

#### Affirm Additional Standard

None

#### Evidence Requirement is Met

1. Chart review
2. Policy and procedure for determining whether a minor is seeking confidential services and stipulates that charges to minors seeking confidential services will be based solely on the minor's resources.
3. Documentation demonstrates the process outlined in the policy and procedure.

### Financial Accountability Expectation #3:

Provide that charges will be made for services to clients other than those from low-income families in accordance with a schedule of discounts based on ability to pay, except that charges to persons from families whose annual income exceeds 250 percent of the levels set forth in the most recent Poverty Guidelines issued pursuant to 42 U.S.C. 9902(2) will be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services. (42 CFR § 59.5(a)(8))

The schedule of discounts should be updated annually in accordance with the FPL.

The HRSA Health Center Program and the OPA Title X Program have unique Sliding Fee Discount Schedule (SFDS) program expectations, which include having differing upper limits. Title X agencies (or providers) that are integrated with or receive funding from the HRSA Health Center Program may have dual fee discount schedules: one schedule that ranges from 101% to 200% of the FPL for all health center services, and one schedule that ranges from 101% to 250% FPL for clients receiving only Title X family planning services directly related to preventing or achieving pregnancy, and as defined in their approved Title X project. (OPA Program Policy Notice: 2016-11 - Integrating with Primary Care Providers)

**Affirm Additional Standard**

None

**Evidence Requirement is Met**

1. Chart review of patient charts
2. Review of schedule of discounts and fee schedule by discount bracket
3. Patient income declaration documentation review for placement onto the schedule of discounts
4. Review how patient income, family size, placement in SOD in EHR
5. Cost analysis check to determine how fees are set (e.g. how does Title X work around free clinics)
6. Patient chart (e.g. to see patients >250 percent of FPL in chart)

**Financial Accountability Expectation #4:**

Ensure that family income is assessed before determining whether copayments or additional fees are charged. (42 CFR § 59.5(a)(8))

**Affirm Additional Standard**

Subrecipients must implement policies and procedures, approved by Affirm, for charging, billing, and collecting funds for the services provided by the program. Clients are informed of any charges for which they will be billed and payment options.

Eligibility for discount of client fees must be documented in the client's record.

**Evidence Requirement is Met**

1. Patient income documentation review
2. Charges, billing, and collections policy review
3. Patient chart review (E.g. patients with third-party insurance)

**Financial Accountability Expectation #5:**

Ensure that, with regard to insured clients, clients whose family income is at or below 250 percent of the FPL should not pay more (in copayments or additional fees) than what they would otherwise pay when the schedule of discounts is applied. (42 CFR § 59.5(a)(8))

**Affirm Additional Standard**

None

**Evidence Requirement is Met**

## Attachment 6

1. Patient chart review
2. Charges, and billings and collections policies review (E.g. patients with income 101-250 percent of FPL)

### **Financial Accountability Expectation #6:**

Take reasonable measures to verify client income, without burdening clients from low-income families. subrecipients that have lawful access to other valid means of income verification because of the client's participation in another program may use those data rather than re-verify income or rely solely on clients' self-report. If a client's income cannot be verified after reasonable attempts to do so, charges are to be based on the client's self-reported income. (42 CFR § 59.5(a)(9))

### **Affirm Additional Standard None**

### **Evidence Requirement is Met**

1. Patient chart review
2. Charges, and billings and collections policies review
3. All patient collection forms and income disclosure documents
4. Check to see how subrecipient verifies zero or no income (prove patient is <100 percent of FPL)

### **Financial Accountability Expectation #7:**

Take all reasonable efforts to obtain the third-party payment without application of any discounts, if a third party (including a government agency) is authorized or legally obligated to pay for services. Where the cost of services is to be reimbursed under title XIX, XX, or XXI of the Social Security Act, a written agreement with the title XIX, XX, or XXI agency is required. (42 CFR § 59.5(a)(10))

**Affirm Additional Standard** Health insurance information, including AHCCCS eligibility, should be updated during each client visit.

### **Evidence Requirement is Met**

1. Patient income documentations review
2. Patient chart review
3. Charges, billings, and collections policies review (E.g. Medicaid patient charts, and demonstration that subrecipient is billing Medicaid)

**Financial Accountability Expectation #8:**

Provide that all services purchased for project participants will be authorized by the project director or their designee on the project staff. (42 CFR § 59.5(b)(7))

**Affirm Additional Standard**

None

**Evidence Requirement is Met**

1. Fiscal policies review
2. Staff Interview
3. Purchase orders, packing slips, invoices, and payments review for proper documentation.

**Financial Accountability Expectation #9:**

Provide that if family planning services are provided by contract or other similar arrangements with actual providers of services, services will be provided in accordance with a plan which establishes rates and method of payment for medical care. These payments must be made under agreements with a schedule of rates and payment procedures maintained by the subrecipient. The subrecipient must be prepared to substantiate that these rates are reasonable and necessary. (42 CFR § 59.5(b)(9))

**Affirm Additional Standard** None

**Evidence Requirement is Met**

1. Fiscal policies review
2. Staff Interview
3. Contracts and payments review for accuracy and completion

**Financial Accountability Expectation #10:**

Comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements (GPS), (note any references in the GPS to 45 CFR Part 74 or 92 are now replaced by 45 CFR Part 75, and the SF269 is now the SF-425), and requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts. (FY 2022 NOA Special Terms and Requirements)

**Affirm Additional Standard**

Subrecipients must comply with the financial and other reporting requirements set out in the HHS grants administration regulations (2 CFR Part 200 and 45 CFR Part 75), as applicable.

Audits of subrecipients must be conducted in accordance with the HHS grants administration regulations, as applicable, by auditors meeting established criteria for qualifications and independence (OMB A-133).

Subrecipients must demonstrate continued institutional, managerial, and financial capacity (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management, and completion of the project as described in the award (42 CFR 59.7(a)).

Subrecipients must maintain proper internal controls that address:

- Separation of duties: No one person has complete control over more than one key function or activity (i.e., authorizing, approving, certifying, disbursing, receiving, or reconciling).
- Authorization and approval: Transactions are properly authorized and consistent with Title X requirements.
- Responsibility for physical security/custody of assets is separated from record keeping/accounting for those assets.

Subrecipients must ensure that insurance coverage is adequate and in effect for: general liability; fidelity bonding; medical malpractice; materials or equipment purchased with federal funds; and officers and directors of the governing board.

A revenue/expense report for the total family planning program is prepared for Affirm as requested. The revenue/expense report details the subrecipient agency's cost share including client fees and donations, agency contribution, third party revenues and all other revenues contributing to the family planning program.

Subrecipients are required to submit to Affirm a copy of the annual fiscal year audit, including the management letter and any noted findings and responses to findings, within 30 days of Agency Board acceptance, but no later than nine (9) months after the end of the fiscal year.

Subrecipients must have a written methodology for the allocation of expenses and revenues for the family planning program. Expenses should include direct costs, administrative costs attributable to the program and, when applicable, indirect costs. Indirect cost will not exceed 10% of the total program costs. Revenues should include federal funds, client fees and donations, agency contribution, third party payer (AHCCCS, Medicaid, and Private Insurance), state and local government contributions.

The subrecipient must have written policies and procedures for procurement of supplies, equipment and other services, including a competitive process.

The subrecipient must maintain a property management system which includes the following:

- Asset description;
- ID number;
- Acquisition date; and,

## Attachment 6

- Current location and Federal (Title X) share of asset.

The subrecipient must perform a physical inventory of equipment at least once every two years. The subrecipient should periodically confirm perpetual inventory with actual inventory counts and provide credit/debit adjustment to Title X charges to reflect actual costs.

### **Evidence Requirement is Met**

1. Financial policies and procedures review
2. Staff Interview

### **Financial Accountability Expectation #11:**

Ensure that no mobile health unit(s) or other vehicle(s), even if proposed in the application for the Title X award, is purchased with award funds without prior written approval from the grants management officer. Requests for approval of such purchases must include a justification with a cost-benefit analysis comparing both purchase and lease options. Such requests must be submitted as a Budget Revision Amendment in Grant Solutions. (FY 2022 NOA Special Terms and Requirements)

### **Affirm Additional Standard**

None

### **Evidence Requirement is Met**

1. NOA review
2. Purchase orders
3. Depreciation schedule
4. Documentation of GMO authorization of an applicable purchase

### **Financial Accountability Expectation #12:**

Include financial support from sources other than Title X as no grant may be made for an amount equal to 100 percent of the project's estimated costs. Although projects are expected to identify additional sources of funding and not solely rely on Title X funds, there is no specific amount or level of financial match expectation for this program. (42 CFR § 59.7(c))

**Affirm Additional Standard** Donations from clients do not waive the billing/charging requirements. Donations must be collected in a manner which respects the confidentiality of the client. No minimum or specific donation amount can be required or suggested.

The program must use client donations and fees to offset program expenses and must be tracked separately and reported in the Program Revenue line item of the Affirm revenue report.

**Evidence Requirement is Met**

1. NOA review
2. Budgets
3. Federal Financial Reports (FFRs)
4. Financial statements
5. Subrecipient reports

**Financial Accountability Expectation #13:**

Ensure that Title X funds shall not be expended for any activity (including the publication or distribution of literature) that in any way tends to promote public support or opposition to any legislative proposal or candidate for public office. (Consolidated Appropriations Act, 2022, Pub. L. No. 117-103, 136 Stat. 49, 444 (2022))

**Affirm Additional Standard**

None

**Evidence Requirement is Met**

1. Financial policies and procedures review

## **6. Community Education, Participation, and Engagement Expectation**

**Community Education, Participation, and Engagement Expectation #1**

Provide for opportunities for community education, participation, and engagement to: achieve community understanding of the objectives of the program; inform the community of the availability of services; and promote continued participation in the project by diverse persons to whom family planning services may be beneficial to ensure access to equitable, affordable, client-centered, quality family planning services. (42 CFR § 59.5(b)(3))

**Affirm Best Practice Suggestion**

Subrecipient agencies should promote the availability of Title X services in their brochures, newsletters, on websites and in the Health center waiting areas, noting that services are offered on a sliding fee schedule.

**Evidence Requirement is Met**

1. Subrecipient has written policies and procedures to guide community awareness and community education
2. Documentation demonstrates that the subrecipient conducts a periodic assessment of the needs of the community with regard to their awareness of and need for access to family planning services
3. Written community education and service promotion plan that has been implemented (e.g., media spots/materials developed, event photos, participant logs, and monitoring reports). The plan: (a) states that the purpose is to achieve community understanding of the objectives of the project, make known the availability of services to potential clients, and encourage continued participation by diverse persons to whom family planning may be beneficial, (b) promotes the use of family planning among those with unmet need, (c) utilizes an appropriate range of methods to reach the community, and (d) includes an evaluation strategy

#### **Community Education, Participation, and Engagement Expectation #2**

Provide, to the maximum feasible extent, an opportunity for participation in the development, implementation, and evaluation of the project by persons broadly representative of all significant elements of the population to be served, and by others in the community knowledgeable about the community's needs for family planning services. (42 CFR § 59.5(b)(10))

#### **Affirm Best Practice Suggestion**

None

#### **Evidence Requirement is Met**

1. Subrecipient has written policies and
2. procedures in place for ensuring that there is an opportunity for community participation in developing, implementing, and evaluating the project plan
3. Community engagement plan: (a) engages diverse community members including adolescents and current clients, and (b) specifies ways that community members will be involved in efforts to develop, assess, and/or evaluate the program
4. Documentation of implementation of plan (meeting minutes, reports, events attended, etc.)

### **7. Information and Education (I&E) Expectation**

#### **Information and Education (I&E) Expectation #1:**

Have an advisory committee (sometimes referred to as information and education committee) that reviews and approves print and electronic informational and educational materials



developed or made available under the project, prior to their distribution, to assure that the materials are suitable for the population or community to which they are to be made available and the purposes of Title X. The project shall not disseminate any materials which are not approved by the advisory committee. (Section 1006(d)(1) and (2), PHS Act; 42 CFR § 59.6(a))

**Affirm Best Practice Suggestion**

None

**Evidence Requirement is Met**

1. Subrecipient (The recipient and subrecipient(s) (if applicable Subrecipient(s) have policies and procedures that ensure materials are reviewed prior to being made available to clients
2. Committee meeting minutes
3. Demonstrate the process used to review and approve materials
4. Educational materials available at the service sites have been approved by the I&E advisory committee

**Information and Education (I&E) Expectation #2:**

Think specifically about the print and electronic materials made available to Title X clients under the Title X project when considering which materials require review and approval by the advisory committee. To help identify what materials require review and approval by the advisory committee, Title X projects should think specifically about the materials that they are making available to Title X clients under the Title X project. For Title X projects that provide non-Title X services (e.g., hospitals, FQHCs), this does not include all possible materials that a Title X client may find on the organization's website or as they walk through the building, but only those specific materials that are made available to the Title X client under the Title X project and those materials developed specifically for the Title X client. If the material is intended to be provided to the client as information and education, it should be reviewed by the advisory committee; this does not include tweets. (2021 Final Rule FAQs)

**Affirm Best Practice Suggestion**

Reference *How to I&E* guide

**Evidence Requirement is Met**

1. Applicable materials available at the service sites have been approved by the I&E advisory committee

**Information and Education (I&E) Expectation #3:**

**Establish and maintain an advisory committee that:**

- i. consists of no fewer than five members and up to as many members the subrecipient determines; and
- ii. includes individuals broadly representative of the population or community for which the materials are intended (in terms of demographic factors such as race, ethnicity, color, national origin, disability, sex, sexual orientation, gender identity, sex characteristics, age, marital status, income, geography, and including but not limited to individuals who belong to underserved communities, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality). (Section 1006(d)(2), PHS Act; 42 CFR § 59.6(b))

**Affirm Best Practice Suggestion**

Reference *How to I&E* guide

**Evidence Requirement is Met**

1. Subrecipient has policies and procedures in place to address the I&E advisory committee expectations
2. Rosters/member lists demonstrate committee membership is broadly representative of the population served
3. Summary of Reviews and Recommendations

**Information and Education (I&E) Expectation #4:**

**Ensure that the advisory committee, in reviewing materials:**

- i. consider the educational, cultural, and diverse backgrounds of individuals to whom the materials are addressed;
- ii. consider the standards of the population or community to be served with respect to such materials;
- iii. review the content of the material to assure that the information is factually correct, medically accurate, culturally and linguistically appropriate, inclusive, and trauma informed;
- iv. determine whether the material is suitable for the population or community to which is to be made available; and
- v. establish and maintain a written record of its determinations. (Section 1006(d)(1), PHS Act; 42 CFR § 59.6(b))

**Affirm Best Practice Suggestion**

Reference *How to I&E* guide

**Evidence Requirement is Met**

1. The subrecipient policies and procedures document that the required elements of this section are addressed
2. Meeting minutes, review forms, review instructions document that all required components are addressed
3. Subrecipient policies and procedures specify how the factual, technical, and clinical accuracy components of the review are assured
4. If the review of factual, technical, and/or clinical content has been subrecipient, there is evidence of Advisory Committee oversight and final approval
5. Meeting minutes, review forms/tools and materials inventory log

## **8. Staff Training Expectation**

**Staff Training Expectation #1:**

|  |
|--|
| Provide orientation and in-service training for all project personnel. (42 CFR § 59.5(b)(4)) |
|--|

**Affirm Best Practice Suggestion**

*-All program staff (Title X MDs, PAs, NPs, CNMs, RNs, LPNs, MAs, front desk, eligibility, call center, Title X program manager and supervisors, and practice managers) must complete the trainings in the Affirm required training document.*

*-Program staff must demonstrate competency in the topic areas listed above. Affirm staff will observe staff during formal and informal site visits to evaluate competency and technical assistance will be provided as needed.*

*-All program staff should participate in continuing education related to their activities. Programs should maintain documentation of continuing education to evaluate the scope and effectiveness of the staff training program.*

**Evidence Requirement is Met**

1. The subrecipient records demonstrate the assessment(s) of staff training needs and a training plan that addresses key expectations of the Title X program and priority areas
2. The subrecipient agencies maintain written records of orientation, in-service and other training attendance by project personnel
3. Training logs

4. Title X expectations acknowledgment form, Statement of Understanding and/or Statement of Assurances

**Staff Training Expectation #2:**

Ensure routine training of staff on Federal/State requirements for reporting or notification of child abuse, child molestation, sexual abuse, rape or incest, as well as on human trafficking.

**Affirm Best Practice Suggestion**

Staff training should include agency reporting procedure.

Summarized reporting procedure is easily accessible to clinic staff.

**Evidence Requirement is Met**

1. The subrecipient(s) policies ensure that staff has received training within the current project period on state-specific reporting/notification expectations
2. Subrecipient(s) documentation includes evidence of staff training within the current project period specific to this area, which may include attendance records and certificates

**Staff Training Expectation #3:**

Ensure routine training on involving family members in the decision of minors to seek family planning services and on counseling minors on how to resist being coerced into engaging in sexual activities.

**Affirm Best Practice Suggestion**

None

**Evidence Requirement is Met**

1. The subrecipient policies ensure staff have received training during the current project period on these expectations
2. Documentation includes training attendance records/certificate that indicate that training on family involvement counseling and sexual coercion counseling has been provided

**Staff Training Expectation #4:**

Subrecipients are expected to provide routine training as noted above on an annual basis. In addition, OPA recommends Title X subrecipients provide routine training in accordance with the RHNTC's Title X Training Requirements Summary Job Aid -

[https://rhntc.org/sites/default/files/resources/rhntc\\_fed\\_title\\_x\\_training\\_requirements\\_12-17-2021.pdf](https://rhntc.org/sites/default/files/resources/rhntc_fed_title_x_training_requirements_12-17-2021.pdf).

**Affirm Best Practice Suggestion**

Subrecipients are expected to provide annual training in accordance with Affirm's Title X Annual Training Requirement List.

**Evidence Requirement is Met**

1. The subrecipient policies ensure staff have received training on an annual basis
2. Documentation includes training attendance records/certificate

## **9. Quality Improvement and Quality Assurance (QI & QA) Expectation**

**Quality Improvement and Quality Assurance (QI & QA) Expectation #1:**

Develop and implement a quality improvement and quality assurance plan that involves collecting and using data to monitor the delivery of quality family planning services, inform modifications to the provision of services, inform oversight and decision-making regarding the provision of services, and assess patient satisfaction. (PA-FPH-22-001 NOFO)

**Affirm Best Practice Suggestion**

Family Planning data is reviewed with clinical and health center staff

**Evidence Requirement is Met**

1. Subrecipient policy and procedures regarding QI/QA, address oversight and service provision within their QI/QA plan
2. Subrecipient(s) QI/QA Work Plan; FPAR data informs this plan
3. Auditing tools, chart audits, and/or documented clinical observations
4. CDS/FPAR, Tableau and other data collection materials
5. Any relevant meeting notes and corrective action plans

**Quality Improvement and Quality Assurance (QI & QA) Expectation #2:**

Title X recipients must accurately collect and report family planning data in a timely manner.

**Affirm Best Practice Suggestion**

None

**Evidence Requirement is Met**

1. Submit encounter level data to Affirm's Centralized Data System (CDS) on the 15<sup>th</sup> of each month

## **10. Prohibition of Abortion Expectation**

**Prohibition of Abortion Expectation #1:**

Subrecipient will not provide abortion as a method of family planning as part of their Title X project. (Section 1008, PHS Act; Consolidated Appropriations Act, 2022, Pub. L. No. 117-103, 136 Stat. 49, 444 (2022); 42 CFR § 59.5(a)(5))

**Affirm Best Practice Suggestion**

None

**Evidence Requirement is Met**

1. Subrecipient policies and procedures
2. Subrecipient contracts/MOU/agreement
3. Staff assurances document
4. Clinical protocol

**Prohibition of Abortion Expectation #2:**

Prohibit providing services that directly facilitate the use of abortion as a method of family planning, such as providing transportation for an abortion, explaining and obtaining signed abortion consent forms from clients interested in abortions, negotiating a reduction in fees for an abortion, and scheduling or arranging for the performance of an abortion, promoting or advocating abortion within Title X program activities, or failing to preserve sufficient separation between Title X program activities and abortion-related activities. (65 Fed. Reg. 41281 (July 3, 2000))

**Affirm Best Practice Suggestion**

None

**Evidence Requirement is Met**

1. Subrecipient policies and procedures
2. Subrecipient contracts/MOU/agreement
3. Staff assurances document
4. Staff interviews and observations of clinic activities
5. I&E materials

**Prohibition of Abortion Expectation #3:**

Prohibit promoting or encouraging the use of abortion as a method of family planning through advocacy activities such as providing speakers to debate in opposition to anti-abortion speakers, bringing legal action to liberalize statutes relating to abortion, or producing and/or showing films that encourage or promote a favorable attitude toward abortion as a method of family planning. Films that present only neutral, factual information about abortion are permissible. A Title X project may be a dues paying participant in a national abortion advocacy organization, so long as there are other legitimate program-related reasons for the affiliation (such as access to certain information or data useful to the Title X project). A Title X project may also discuss abortion as an available alternative when a family planning method fails in a discussion of relative risks of various methods of contraception. (65 Fed. Reg. 41281, 41282 (July 3, 2000))

**Affirm Best Practice Suggestion**

None

**Evidence Requirement is Met**

1. Interviews with Project Director and other staff
2. I&E materials

**Prohibition of Abortion Expectation #4:**

Ensure that non-Title X abortion activities are separate and distinct from Title X project activities. Where subrecipients conduct abortion activities that are not part of the Title X project and would not be permissible if they were, the subrecipient must ensure that the Title X-supported project is separate and distinguishable from those other activities. What must be looked at is whether the abortion element in a program of family planning services is so large and so intimately related to all aspects of the program as to make it difficult or impossible to separate the eligible and non-eligible items of cost. The Title X project is the set of activities the subrecipient agreed to perform in the relevant grant documents as a condition of receiving Title X funds. A grant applicant may include both project and non-project activities in its grant application, and, so long as these are properly distinguished from each other and prohibited activities are not reflected in the amount of the total approved budget, no problem is created. Separation of Title X from abortion activities does not require separate subrecipients or even a separate health facility, but separate bookkeeping entries alone will not satisfy the spirit of the law. Mere technical allocation of funds, attributing federal dollars to non-abortion activities, is not a legally supportable avoidance of section 1008. Certain kinds of shared facilities are permissible, so long as it is possible to distinguish between the Title X supported activities and non-Title X abortion-related activities:

- i. a common waiting room is permissible, as long as the costs properly pro-rated,
- ii common staff is permissible, so long as salaries are properly allocated, and all abortion related activities of the staff members are performed in a program which is entirely separate from the Title X project,
- iii a hospital offering abortions for family planning purposes and also housing a Title X project is permissible, as long as the abortion activities are sufficiently separate from the Title X project, and maintenance of a single file system for abortion and family planning patients is permissible, so long as costs are properly allocated. (65 Fed. Reg. 41281, 41282 (July 3, 2000))

**Affirm Best Practice Suggestion**

None

**Evidence Requirement is Met**

1. Review of Title X policies
2. Review of clinic hours for each type of service
3. Review of location of where each type of service is being provided
4. Review of cost allocations, invoices, and accounting records for compliance
5. Review of clinic timesheets
6. Walkthrough of clinic
7. Staff interview

**Prohibition of Abortion Expectation #5:**

A Title X project may not provide pregnancy options counseling which promotes abortion or encourages persons to obtain abortion, although the project may provide patients with complete factual information about all medical options and the accompanying risks and benefits. While a Title X project may provide a referral for abortion, which may include providing a patient with the name, address, telephone number, and other relevant factual information (such as whether the provider accepts Medicaid, charges, etc.) about an abortion provider, the project may not take further Affirmative action (such as negotiating a fee reduction, making an appointment, providing transportation) to secure abortion services for the patient. (65 Fed. Reg. 41281 (July 3, 2000))

**Affirm Best Practice Suggestion**

None

**Evidence Requirement is Met**

1. Chart/record review
2. Staff interview
3. Observations
4. Review of pregnancy testing and counseling protocol



## Attachment 6

5. Review of staff training records
6. Review of client education/counseling materials

### Prohibition of Abortion Expectation #6:

Where a referral to another provider who might perform an abortion is medically indicated because of the patient's condition or the condition of the fetus (such as where the woman's life would be endangered), such a referral by a Title X project is not prohibited by section 1008 and is required by 42 CFR § 59.5(b)(1). The limitations on referrals do not apply in cases in which a referral is made for medical indications. (65 Fed. Reg. 41281 (July 3, 2000))

### Affirm Best Practice Suggestion

None

### Evidence Requirement is Met

1. Chart/record review
2. Staff interview
3. Observations
4. Review of pregnancy testing and counseling protocol
5. Review of staff training records
6. Review of client education/counseling materials

## APPENDIX 1

### Instructions for Certified Languages International (CLI)

1. Dial 1-800-225-5254
2. When the operator answers, tell them\*:
  - a. Your customer code is: ARIZFPC
  - b. The language you need
  - c. Your name, phone number, CDS health center ID, clinic name, and the client's ID
3. The operator will connect you with an interpreter promptly

\*If the client is not at the health center, let the operator know you need a third-party dial out/outbound call.

## APPENDIX 2

### Affirm Subrecipient Close-Out Checklist

| Task | Target Completion Date | Responsible Party | Actual Completion Date |
|------|------------------------|-------------------|------------------------|
|------|------------------------|-------------------|------------------------|

|   |   |  |  |
|---|---|--|--|
| <b>Submit to Affirm:</b><br>a) A written plan which addresses the provisions being made for notifying clients of termination of services OR<br>b) Written confirmation that access to services and the scope of services will not change.<br>c) If terminating a health center, provide a copy of the letter that will be sent to clients notifying them of the closure with a list of nearby Title X clinics or similar sliding fee providers. | <b>30 days prior to the contract termination date</b>   |  |  |
| Provide Affirm with confirmation that all subcontracts solely related to the Title X contract are terminated.<br>a) Provide Affirm with a written plan for how subcontractors will be notified<br>b) Provide Affirm with a list of all subcontracts related to the Title X contract<br>c) Dates for subcontractor notification must be included   | <b>30 days prior to the contract termination date</b>   |  |  |
| Provide Affirm with information accounting for any real and personal property acquired with federal funding   | <b>Prior to final payment</b>   |  |  |
| Provide Affirm plans to return or purchase from Affirm capital equipment purchased with Title X funds that were greater than \$5,000 and are not fully depreciated at the end of the contract period.   | <b>30 days prior to contract termination date</b>   |  |  |
| Make arrangements with Affirm for the purchase of, transfer or delivery of any materials, equipment or documents related to the Title X program.  | <b>No later than 30 days after the end of the contract</b>  |  |  |
| Provide Affirm with a written request for any requests for adjustments to the contract award amount.  | <b>30 days prior to contract termination date. Affirm reserves the right to disallow any costs resulting from obligations</b> |  |  |

Attachment 6

|  |  |  |  |
|--|--|--|--|
|  | incurred by the subrecipient agency during a termination unless these costs were approved or authorized by Affirm. |  |  |
| Provide Affirm with a refund for any balances owed to Affirm for advances or other unauthorized costs incurred with contract funds.  | Prior to final payment   |  |  |
| The Authorizing Official at the subrecipient agency must submit a 340B "Change Request Form" to end the 340B program for family planning services. The form can be found here: <a href="http://www.hrsa.gov/opa/programrequirements/forms/340bchangeform.pdf">http://www.hrsa.gov/opa/programrequirements/forms/340bchangeform.pdf</a> | Prior to the last day of clinic services   |  |  |
| Provide Affirm with a written description of how remaining 340B drugs will be used, returned, or destroyed.<br><br>Note: 340B covered entities are prohibited from transferring 340B drugs to a different covered entity.  | 30 days prior to the health center closure   |  |  |
| Submit client data into Affirm's Central Data System (CDS).  | The 15 <sup>th</sup> of the month following the last day of clinic services  |  |  |
| Remove information regarding the Title X program from agency's website.  | During the last week of clinic services  |  |  |
| Provide Affirm with all outstanding financial, performance and programmatic reports.   | 45 days after the contract termination date or on the date stipulated in the contract, whichever is sooner         |  |  |
| Ensure adherence to document and record retention per agency's policy  | Ongoing, per agency's policy   |  |  |

**Final payment will be held until all Title X financial, performance, programmatic reports have been received, and arrangements have been made for all materials, equipment, and documents.**






# Pinal Family Planning Contract 2024-2025 - signed BOS 100 pg

Final Audit Report

2024-06-19

|                 |   |
|-----------------|---|
| Created:        | 2024-06-19                                  |
| By:             | Celeste Krell (ckrell@affirmaz.org)         |
| Status:         | Signed                                      |
| Transaction ID: | CBJCHBCAABAAm-PirHBYVFaTjRxTDAG2fhwL4F6s8j7 |

## "Pinal Family Planning Contract 2024-2025 - signed BOS 100 pg" History

-  Document created by Celeste Krell (ckrell@affirmaz.org)  
2024-06-19 - 5:57:56 PM GMT
-  Document emailed to Brenda Thomas (bthomas@affirmaz.org) for signature  
2024-06-19 - 5:59:05 PM GMT
-  Email viewed by Brenda Thomas (bthomas@affirmaz.org)  
2024-06-19 - 6:05:27 PM GMT
-  Document e-signed by Brenda Thomas (bthomas@affirmaz.org)  
Signature Date: 2024-06-19 - 9:07:27 PM GMT - Time Source: server
-  Agreement completed.  
2024-06-19 - 9:07:27 PM GMT



AGENDA ITEM

May 7, 2025 ADMINISTRATION BUILDING A  
FLORENCE, ARIZONA

---

**REQUESTED BY:**

**Funds #:** 82

**Dept. #:** 359

**Dept. Name:** Public Health Services District

**Director:** Merissa Mendoza

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**BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:**

Discussion/approval/disapproval of the Supplemental Award Agreement under the Sexually Transmitted Infection (STI) Screening Program between Arizona Family Health Partnership, hereby referred to as Affirm Sexual and Reproductive Health, and Pinal County through the Pinal County Board of Supervisors beginning January 1, 2025, ending March 31, 2025, for a total maximum award of \$8,173. This grant will be used by Public Health to provide STI testing and treatment to sexually active female clients 24 years of age and younger, as well as gonorrhea and syphilis testing to sexually active male and female clients 44 years of age and younger under the Family Planning Program. There is no impact on the General Fund. (Carey Lennon/Merissa Mendoza)

---

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

There is no match amount. No impact to the General Fund.

---

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

This grant will be used by Public Health to provide STI testing and treatment to sexually active female clients 24 years of age and younger, as well as gonorrhea and syphilis testing to sexually active male and female clients 44 years of age and younger under the Family Planning Program.

---

**MOTION:**

Approve as presented.

---

History

| Time               | Who                | Approval |
|--------------------|--------------------|----------|
| 4/24/2025 5:40 PM  | County Attorney    | Yes      |
| 4/25/2025 8:24 AM  | Grants/Hearings    | Yes      |
| 4/25/2025 8:53 AM  | Budget Office      | Yes      |
| 4/30/2025 12:43 PM | County Manager     | Yes      |
| 4/30/2025 12:44 PM | Clerk of the Board | Yes      |

---

**ATTACHMENTS:****Click to download**

- ☐ [BOS Grant Request](#)
- ☐ [Affirm STI Screening Contract](#)
- ☐ [Affirm STI Screening A1 Original Contract](#)
- ☐ [Affirm STI Screening Supplemental Contract](#)



## PINAL COUNTY

WIDE OPEN OPPORTUNITY

### Board of Supervisors Grant Request

Board of Supervisors meeting date: \_\_\_\_\_

Department seeking grant: \_\_\_\_\_

Name of Granting Agency: \_\_\_\_\_

Name of Grant Program: \_\_\_\_\_

Project Name: \_\_\_\_\_

Amount requested: \_\_\_\_\_

Match amount, if applicable: \_\_\_\_\_

Application due date: \_\_\_\_\_

Anticipated award date/fiscal year: \_\_\_\_\_

What strategic priority/goal does this project address?: \_\_\_\_\_

Applicable Supervisor District: \_\_\_\_\_

Brief description of project: \_\_\_\_\_

Approval received per Policy 8.20: \_\_\_\_\_ OnBase Grant #: \_\_\_\_\_

Please select one:

Discussion/Approve/Disapproval consent item \_\_\_\_\_

New item requiring discussion/action \_\_\_\_\_

Public Hearing required \_\_\_\_\_

Please select all that apply:

Request to submit the application \_\_\_\_\_

Retroactive approval to submit \_\_\_\_\_

Resolution required \_\_\_\_\_

Request to accept the award \_\_\_\_\_

Request to approve/sign an agreement \_\_\_\_\_

Budget Amendment required \_\_\_\_\_

Program/Project update and information \_\_\_\_\_

**AFFIRM SEXUAL AND REPRODUCTIVE HEALTH  
SEXUALLY TRANSMITTED INFECTION SCREENING CONTRACT**

This AFFIRM SEXUAL AND REPRODUCTIVE HEALTH SEXUALLY TRANSMITTED INFECTION SCREENING CONTRACT (the "**Contract**") is entered into by and between the Arizona Family Health Partnership dba Affirm Sexual and Reproductive Health, an Arizona not-for-profit corporation ("**Affirm**"), and Pinal County Public Health Services District (the "**Contractor**"). Affirm or the Contractor may be referred to individually as the "**Party**" or collectively the "**Parties**".

**RECITALS**

**WHEREAS**, Affirm has received STI Screening Services Grant, (the "**Grant**"), RFGA2022-004, Supplier ID: IV0000003142, dated March 05, 2024 from the Arizona Department of Health Services ("**ADHS**").

**WHEREAS**, the Grant provides funds to Affirm for chlamydia screening services, which include testing and counseling ("**Chlamydia Screening Services**") to sexually active female clients 24 years of age and younger ("**Chlamydia Target Population**");

**WHEREAS**, the Grant provides funds to Affirm for syphilis screening services, which include testing and counseling ("**Syphilis Screening Services**") to sexually active male and female clients 34 years of age and younger ("**Syphilis Target Population**"). The Chlamydia Screening Services and Syphilis Screening Services are collectively referred to as the "**Screening Services**."

**WHEREAS**, the Contractor provides Screening Services; and

**WHEREAS**, the Parties desire to provide for a sub-award of the Grant to the Contractor for its performance of the Screening Services.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained and intending to be legally bound thereby, Affirm and the Contractor agree as follows:

**ARTICLE I  
TERM AND STATEMENT OF WORK**

Beginning on **January 1, 2024 and ending December 31, 2024**, unless earlier terminated or amended pursuant to Article VI (the "**Term**"), the Contractor will provide Screening Services to clients in the Chlamydia Target Population and Syphilis Target Population in accordance with the Center for Disease Control's 2021 Sexually Transmitted Diseases Treatment Guidelines (available at <https://www.cdc.gov/std/treatment-guidelines/STI-Guidelines-2021.pdf>). Contractor will participate in meetings and monitoring activities required by Affirm.



ARTICLE II  
CONSIDERATION

2.1 Consideration.

2.1.1 Affirm will pay the Contractor **\$22.50** for each chlamydia test or combination chlamydia/gonorrhea test the Contractor performs (collectively "***Chlamydia Test***") for uninsured clients in the Chlamydia Target Population. Affirm will pay the Contractor **\$20.00** for each chlamydia treatment the Contractor performs for uninsured clients in the Chlamydia Target Population.

2.1.2 Affirm will pay the Contractor **\$16** for each syphilis test the Contractor performs for uninsured clients in the Syphilis Target Population.

2.2 Payment and Reporting. The total maximum consideration payable to the Contractor pursuant to Article II is \$33,000. All payments payable pursuant to this Contract are contingent on the following conditions, and will be made within 30 days of delivery of the last report due under this Section:

2.2.1 The Contractor submitting a complete Request for Screening Project Funds via electronic database inclusive of information contained in **Attachment 1**, for the relevant quarter, on or before the 25th day following the end of each calendar quarter.

2.2.2 The Contractor providing sufficient records of the Screening Services provided by the Contractor, including completed Project Tracking Logs in the form attached as **Attachment 2**, for the relevant quarter, on or before the 20<sup>th</sup> day following the end of each calendar quarter;

2.2.3 The Contractor providing any other records required by Affirm to determine the number and adequacy of the Screening Services provided by the Contractor;

2.2.4 The Contractor's satisfactory performance of the Screening Services, in Affirm's sole determination; and

2.2.5 Affirm's receipt of the Grant.

ARTICLE III  
THE CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to Affirm the matters set forth in this Article III.

3.1 ADHS and Legal Requirements. The Contractor has had the opportunity to review any ADHS conditions and other legal requirements for receiving Grant funds and the Contractor meets such conditions and requirements. The Contractor's staff has adequate training to provide the Screening Services and is able to perform the Screening Services and meet all performance and reporting requirements required by ADHS and Affirm.

3.2 Debarment and Suspension. The Contractor's employees and sub-contractors, its current and future subcontractors and their principals: (i) are not presently and will not be debarred, suspended, proposed for debarment or declared ineligible for the award of subcontracts, by any U.S. Government

agency, any state department or agency, in accordance with federal regulations (53 Fed. Reg. 19161-19211) or any other applicable law, or has been so within the preceding three (3) year period; (ii) have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default; and (iii) in the event any employee or sub-contractor of the Contractor's is debarred, suspended, or proposed for debarment, the Contractor must immediately notify Affirm in writing.

3.3 HIPAA. The Contractor is a Covered Entity as defined in 45 CFR 160.103 of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and is required to comply with the provisions of HIPAA with respect to safeguarding the privacy and confidentiality of protected health information. Affirm is neither a Covered Entity nor business associate under HIPAA; however, Affirm acknowledges that it is subject to the privacy and security requirements imposed on Grantees by the Department of Health and Human Services under the Title X Program. In the event of a "breach" requiring notification under A.R.S. § 18-552, Affirm will notify Contractor of the breach of Contractor's data promptly, and in all cases, within 45 days of discovering the breach.

3.4 Conflict of Interest. This Contract does not create a conflict of interest, under any statute or rule of any governing jurisdiction, between the Contractor's officers, agents or employees and Affirm. The provisions of ARS § 38-511 apply.

3.5 Equal Opportunity. The Contractor is an Equal Employment Opportunity employer in accordance with the requirements of 41 CFR § 60-1.4(a), 60-250.5, 60-300.5(a), 60-741.5(a) and 29 CFR § 471, Appendix A to Subpart A, if applicable.

#### ARTICLE IV COVENANTS

4.1 Compliance with Laws and Regulations. The Contractor will abide by all applicable laws, ordinances, and codes of the state of Arizona and local governments in the performance of the Contract, including all licensing standards and all applicable professional standards.

4.2 Licenses. The Contractor and each of its employees, agents and subcontractors will obtain and maintain during the Term of this Contract all appropriate licenses required by law for the operation of its facilities and for the provision of the Screening Services.

4.3 Status of the Contractor and Conflict of Interest. The Contractor, its agents and employees, including its professional and nonprofessional personnel, in the performance of this Contract, will act in an independent capacity and not as officers, employees or agents of Affirm. The Contractor will prevent its officers, agents or employees from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others with whom they may have business, family, or other connections. The Contractor will refrain from using any inside or proprietary information regarding the activities of Affirm and its affiliates for personal benefit, benefit to immediate family, or benefit to any entity in which he holds a significant financial or other interest. The Contractor's officers, agents, or employees will not deploy themselves so as to receive multiple payments from Affirm or otherwise manipulate the assignment of personnel or tasks so as to unnecessarily increase payments to the Contractor or its officers, agents or employees.

4.4 Retention of Records and Audit. The Contractor will maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to the Screening Services and this Contract for a period of at least three (3) years from termination of the Term

unless longer required by ADHS or federal law. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, The Contractor will maintain such records until the audit, litigation, or other action is completed, whichever is later. Client medical records must be retained in accordance with state and federal regulations. The Contractor will make available to Affirm, ADHS, or any other of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, and papers that are pertinent to the award for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. The Contractor will permit Affirm and/or ADHS to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of Screening Services delivered under this Contract and to assess the Contractor's compliance with applicable legal and programmatic requirements.

4.5 Litigation. The Contractor will notify Affirm within 30 days of notice of any litigation, claim, negotiation, audit or other action involving the Screening Services, occurring during the Term or within four (4) years after the expiration of the Term. The Contractor will retain any records until the completion of such action and the resolution of all issues arising from or relating to such action, or four (4) years after the end of the Term, whichever is later.

## ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 Insurance. The Contractor will procure, maintain, and provide proof of coverage of: (i) a Medical Malpractice Professional Liability Insurance Policy and such policy will be written on an occurrence basis in the minimum amount of \$1,000,000 for all medical provider employees and subcontractors and consultants, unless the contractor qualifies for such insurance pursuant to Section 5.2; (ii) General Liability coverage of at least \$1,000,000 per occurrence and \$3,000,000 Annual aggregate against general liability endorsed for premises-operations, products/completed operations, contractual, property damage, and personal injury liability; (iii) Workers compensation in accordance with applicable law; (iv) Fidelity coverage adequate to protect against loss due to employee dishonesty of at least \$5,000; and (v) Sexual abuse and molestation coverage in the minimum amount of \$500,000. The Contractor will provide certificates indicating the proof of such insurance and incorporate them as Attachments to this Contract. The insurance policies referred to above must name Affirm as an additional insured under each policy. The Contractor will promptly provide Affirm with written notice of any ineligibility determination, suspension, revocation or other action or change relevant to the insurance requirements set forth above. The Contractor may provide all or a portion of the required coverage through programs of self-insurance as allowed by law.

5.2 FTCA Status. If applicable as a Federally Qualified Health Center ("**FQHC**"), the Contractor has been deemed eligible and approved for medical malpractice liability protection through the Federal Tort Claims Act (FTCA), pursuant to the Federally Supported Centers Assistance Act of 1992 and 1995. The Contractor must remain in deemed status during the Term of this Contract. Should the Contractor lose its designation as an FQHC or lose its deemed status during the Term, the Contractor must immediately secure Professional Liability Malpractice Insurance as required by Section 5.1 and must provide a copy of the insurance certificates confirming such insurance protection.

5.3 Indemnification. To the extent allowed under Arizona law, the Contractor will indemnify, defend, save, and hold harmless Affirm and its officers, officials, agents, and employees (hereinafter referred to as "**Indemnatee**") 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 the 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 the 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 Indemnatee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Contractor from and against any and all Claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. To the extent permitted by law, the Contractor agrees to reimburse Affirm for any monies which Affirm is required to pay to the ADHS or agencies of the United States Government or the State of Arizona for any Claims arising solely from the failure of the Contractor to perform in accordance with this Contract or, local, state, or federal laws and regulations. Affirm will appropriately invoice or file a Claim with the Contractor for any such reimbursement by the Contractor, and the Contractor will have opportunity to review, and protest when appropriate, the Claim prior to making any timely reimbursement to Affirm. The indemnification provided herein will survive the termination of this Contract.

## ARTICLE VI TERMINATION AND AMENDMENT

6.1 Termination of Contract. This Contract will terminate on the last date discussed in Article 1, unless earlier terminated pursuant to the terms of this Section.

6.1.1 Termination by the Contractor. If the Contractor is unable or unwilling to comply with additional conditions as may be lawfully imposed on the Contractor, the Contractor may terminate this Contract by giving written notice to Affirm signifying the effective date thereof. The Contractor may terminate this Contract for any other reason by providing Affirm with at least 90 days written notice. In the event the Contractor terminates this Contract, the Contractor will be entitled to compensation for any un-paid consideration due in satisfactory performance of this Contract.

6.1.2 Termination by Affirm. Affirm may terminate this Contract or suspend payment under Article II, in whole or in part, in the event the Contractor: (i) fails to fulfill in a timely and proper manner its obligations under this Contract; or (ii) violates any of the covenants, agreements, or stipulations of this Contract, by providing the Contractor written notice of termination specifying the date of termination. Affirm may give the Contractor an opportunity to cure deficiencies by providing a cure period, of at least 10 days, in any notice of termination. If Affirm does not provide a cure period or if Contractor does not cure all deficiencies within the time specified by Affirm, the Contract will be terminated. Despite any termination hereunder, the Contractor will not be relieved of liability to Affirm for damages sustained by Affirm by virtue of any material breach of this Contract by the Contractor. Affirm may withhold any amount payable to the Contractor for the purpose of offset until such time as the exact amount of damages, if any, due Affirm from the Contractor is agreed upon or otherwise determined.

6.1.3 Termination or Reduction of DHHS Funding. Affirm relies on certain Department of Health and Human Services ("**DHHS**") grants to maintain its operations. Affirm has been informed by DHHS that funding is available for the Term. However, in the event any DHHS funding is reduced, terminated or otherwise negatively altered, whether before or after this Contract is effective, Affirm may terminate this Contract in whole or in part by providing the Contractor a written notice of termination. The effective Contract termination date will be the date such DHHS funding is reduced, terminated or otherwise negatively altered. Notwithstanding anything in this Contract to the contrary, if the Contract is terminated because of the foregoing, Affirm is relieved

of all obligations under the Contract. Termination of this Contract hereunder will not be deemed a breach of this Contract by Affirm.

6.1.4 Termination or Reduction of Grant Funding. Affirm relies on the Grant to maintain its operations. Affirm has been informed that the Grant has been awarded for the Term. However, in the event any Grant funding is reduced, terminated or otherwise negatively altered, whether before or after this Contract is effective, Affirm may terminate this Contract in whole or in part by providing the Contractor a written notice of termination. The effective Contract termination date will be the date such Grant funding is reduced, terminated or otherwise negatively altered. Notwithstanding anything in this Contract to the contrary, if the Contract is terminated because of the foregoing, Affirm is relieved of all obligations under the Contract. Termination of this Contract hereunder will not be deemed a breach of this Contract by Affirm.

6.2 Amendment. The Contract, together with Attachments referenced herein, fully expresses all understanding of the Parties concerning all matters covered and will constitute the total Contract. No amendment of, addition to, or alteration of the Terms of this Contract, whether by written or verbal understanding of the Parties, their officers, agents or employees, will be valid unless made in a writing that is formally approved and executed by the Parties or made pursuant to the following procedures:

6.2.1 If Affirm obtains additional Grant funding for periods after the Term, the Contractor may request to extend the Term. Any extension of the Term will be mutually agreed on by the Parties, in writing.

6.2.2 The Contractor may make changes to staff and location of its Screening Services, provided that the Contractor will notify Affirm, in writing as soon as possible for staff changes and within 30 working days of any changes or closures of a clinic site location.

6.2.3 Changes in policies, procedures, and/or forms related to the Screening Services must be submitted in writing to Affirm.

6.2.4 Within 15 days of change, the Contractor must notify Affirm of changes in key clinical or management personnel, including administrative officers and Screening Services program directors.

## ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Nonexclusivity. That this Contract is nonexclusive in nature, and Affirm retains the authority to contract with other Parties for the delivery of Screening Services in the Contractor's geographic area.

7.2 Governing Law. Any action relating to this Contract will be brought in a court of the State of Arizona in the county in which the Screening Services are provided, unless otherwise prohibited by prevailing federal law. Any changes in the governing laws, rules and regulations that do not materially affect the Contractor's obligation under the Contract during the Term will apply but do not require an amendment.

7.3 Intangible Property and Copyright. The Contractor will ensure that publications developed while providing the Screening Services do not contain information that is contrary to ADHS policies or to accepted clinical practice. Affirm Grant support must be acknowledged in any publication. The Contractor will obtain pre-approval from Affirm for publications resulting from activities conducted under this Contract. The Contractor will also provide all publications referencing Affirm to Affirm for pre-approval prior to distribution.

7.4 Dispute Resolution. The Parties will first attempt to resolve any dispute arising under this Contract by informal discussion between the Parties, subject to good cause exceptions, including, but not limited to, disputes determined by either Party to require immediate relief. Any dispute that has not been resolved by informal discussions between the Parties within a reasonable period of time after the commencement of such discussions (not to exceed 30 days), may be resolved by any means available.

7.5 Notice. All notices required or permitted to be given hereunder will be given in writing and will be deemed to have been given when sent by certified or registered mail, postage prepaid, return receipt requested.

Notices to Affirm will be addressed to:  
Chief Executive Officer  
Arizona Family Health Partnership  
3800 N. Central Avenue  
Suite 820  
Phoenix, Arizona 85012

Notices to the Contractor will be addressed to:  
Merissa Mendoza, MPA, RDN, IBCLC  
Public Health Director, Interim  
Pinal County Public Health Services District  
971 N. Jason Lopez Circle, Building D  
Florence, AZ 85132

Either Party may change its address for notices by giving written notice of such change to the other Party.

7.6 Severability. If any provision of this Contract is declared void or unenforceable, such provision will be deemed severed from this Contract, which will otherwise remain in full force and effect. If any provision of this Contract is declared void or unenforceable, the Parties will engage in good faith efforts to renegotiate such provision in a matter that most closely matches the intent of the provision without making it unenforceable.

7.7 No Third-Party Beneficiary. This Contract was created by the Parties solely for their benefit and is not intended to confer upon any person or entity other than the Parties any rights or remedies hereunder.

7.8 Waiver. Performance of any obligation required of a Party hereunder may be waived only by a written waiver signed by the other Party, which waiver will be effective only with respect to the specific obligations described herein. The waiver of a breach of any provisions will not operate or be construed as a waiver of any subsequent breach.

7.9 Integration. This Contract represents the entire agreement of the parties with respect to its subject matter, and all agreements, oral or written, entered into prior to this Contract are revoked and superseded by this Contract.

7.10 Execution. This Contract will not be effective until it has been approved as required by the governing bodies of the Parties and signed by the persons having executory powers for the Parties. This Contract may be executed in two or more identical counterparts, by manual or electronic signature.

**IN WITNESS WHEREOF**, the Parties have each caused an authorized representative to execute and deliver this Contract on the Date provided below.

CONTRACTOR:

AFFIRM:

  
Signature

  
Signature

Mike Goodman

Brenda L. Thomas, MPA

Chairman of the Board of Supervisors

Chief Executive Officer

Pinal County Public Health Services District

Affirm

86-6000556

5/15/2024

Contractor ID Number (EIN)

Date

Nine Digit DUNS#: 074447095

DUNS Registered Name: County of Pinal

SAM #: GX4FM9VQD7W3

05/01/2024  
Date

## Attachment 1



## Affirm

### Request for STI Screening Project Funds

Agency: Reporting Period From:  To: This is a request for : Reimbursement 

| Test                       | Quantity | Amount |
|----------------------------|----------|--------|
| CT Tests @ \$22.50/each    |          | \$ -   |
| CT Positives @ \$20/each   |          | \$ -   |
| Syphilis Tests @ \$16/each |          | \$ -   |

|             | Amount Awarded | Total Funds Earned this Reporting Period (i.e. this request) | Prior Report Period Year to Date Funds Earned | Total Year to Date Funds Earned | Available Balance | % Earned YTD |
|-------------|----------------|--|---|---------------------------------|-------------------|--------------|
| Total Grant |                | \$ -   |   | \$ -                            | \$ -              |              |
|             |                |  |   | \$ -                            | \$ -              |              |
| Total       |                | \$ -   | \$ -  | \$ -                            | \$ -              | #DIV/0!      |

\*To be determined by agency and verified by Affirm

**Certification:** By signing this request, I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties (U.S. code, Title 18, Section 1001).

Authorized Signature \_\_\_\_\_ Date of request \_\_\_\_\_  
 Actual Signature required, stamped signature will not be accepted

\_\_\_\_\_  
 Name Title

| Affirm Program Dept Use Only  | Affirm Accounting use only   |
|---|--|
| <b>Affirm Program Manager Certification</b><br><input type="checkbox"/> Performance satisfactory for payment<br><input type="checkbox"/> Performance unsatisfactory withhold payment<br><input type="checkbox"/> Incorrect invoice, returned for clarification<br><input type="checkbox"/> No payment due | <input type="text"/> Date invoice recorded in QB<br><input type="text"/> Date of drawdown<br><input type="text"/> AFHP/Affirm check #<br><input type="text"/> Date of check<br><input type="text"/> Title X report updated<br><input type="text"/> Date of ACH deposit |
| Program Manager Signature _____ Date _____  | Business Office Signature _____ Date _____   |



| [Agency Name] Quarterly STI Screening Project Tracking Log   |                    |              |              |               |              |
|--|--------------------|--------------|--------------|---------------|--------------|
| STI Screening Aim Statement  | SCREENING DATE     |              |              |               |              |
|  | Baseline (CY 2023) | Jan-Mar 2024 | Jan-Jun 2024 | Jan-Sept 2024 | Jan-Dec 2024 |
| CT screening in Females 14 and younger will increase from 13% to 15%, by 12/31/2024.   |                    |              |              |               |              |
| GC screening in Females 24 and younger will increase from 11% to 13%, by 12/31/2024.   |                    |              |              |               |              |
| Syphilis screening in Females and Males 14 years and younger will increase from 10% to 12%, by 12/31/2024.                                   |                    |              |              |               |              |
| Numerator: Number of unduplicated clients in the focus population that had at least one (CT, GC, or Syphilis) test during measurement period |                    |              |              |               |              |
| Denominator: Number of unduplicated clients in the focus population seen during measurement period   |                    |              |              |               |              |

| PLAN                      |  |  |   |   |   |  |
|---------------------------|--|--|---|---|---|--|
| S.M.A.R.T. Goal Statement | What specific tasks must be completed in order to achieve the goal? Please list in sequence as possible. | Who will be involved in completing the task? | Tasks will be done by what date(s)? Please include a detailed timeline. Consider what you will accomplish each quarter. | When will you measure progress of your S.M.A.R.T. goal? | How will you know when the goal has been completed? |  |
|                           |  |  |   |   |   |  |
|                           |  |  |   |   |   |  |
|                           |  |  |   |   |   |  |

| QUARTER 1 UPDATE: January 1-March 31, 2024                            |                              |                    |                    |  |                    |                    |   |   |
|---|------------------------------|--------------------|--------------------|--|--------------------|--------------------|---|---|
| Please include the name and title of who is completing the Q1 update: | What progress has been made? |                    |                    | What challenges/barriers have you faced? |                    |                    | What are the next steps? What needs to be changed or monitored? | Provider Sign Off: Please have them review the Quarterly Update and initial here. |
|   | S.M.A.R.T. Goal 1:           | S.M.A.R.T. Goal 2: | S.M.A.R.T. Goal 3: | S.M.A.R.T. Goal 1:                       | S.M.A.R.T. Goal 2: | S.M.A.R.T. Goal 3: |   |   |
|   |                              |                    |                    |  |                    |                    |   |   |

| QUARTER 2 UPDATE: April 1-June 30, 2024                               |                              |                    |                    |  |                    |                    |   |   |
|---|------------------------------|--------------------|--------------------|--|--------------------|--------------------|---|---|
| Please include the name and title of who is completing the Q1 update: | What progress has been made? |                    |                    | What challenges/barriers have you faced? |                    |                    | What are the next steps? What needs to be changed or monitored? | Provider Sign Off: Please have them review the Quarterly Update and initial here. |
|   | S.M.A.R.T. Goal 1:           | S.M.A.R.T. Goal 2: | S.M.A.R.T. Goal 3: | S.M.A.R.T. Goal 1:                       | S.M.A.R.T. Goal 2: | S.M.A.R.T. Goal 3: |   |   |
|   |                              |                    |                    |  |                    |                    |   |   |

| QUARTER 3 UPDATE: July 1-September 30, 2024                           |                              |                    |                    |  |                    |                    |   |   |
|---|------------------------------|--------------------|--------------------|--|--------------------|--------------------|---|---|
| Please include the name and title of who is completing the Q1 update: | What progress has been made? |                    |                    | What challenges/barriers have you faced? |                    |                    | What are the next steps? What needs to be changed or monitored? | Provider Sign Off: Please have them review the Quarterly Update and initial here. |
|   | S.M.A.R.T. Goal 1:           | S.M.A.R.T. Goal 2: | S.M.A.R.T. Goal 3: | S.M.A.R.T. Goal 1:                       | S.M.A.R.T. Goal 2: | S.M.A.R.T. Goal 3: |   |   |
|   |                              |                    |                    |  |                    |                    |   |   |

| QUARTER 4 UPDATE: October 1-December 31, 2024                         |                              |                    |                    |  |                    |                    |   |   |
|---|------------------------------|--------------------|--------------------|--|--------------------|--------------------|---|---|
| Please include the name and title of who is completing the Q1 update: | What progress has been made? |                    |                    | What challenges/barriers have you faced? |                    |                    | What are the next steps? What needs to be changed or monitored? | Provider Sign Off: Please have them review the Quarterly Update and initial here. |
|   | S.M.A.R.T. Goal 1:           | S.M.A.R.T. Goal 2: | S.M.A.R.T. Goal 3: | S.M.A.R.T. Goal 1:                       | S.M.A.R.T. Goal 2: | S.M.A.R.T. Goal 3: |   |   |
|   |                              |                    |                    |  |                    |                    |   |   |

**CERTIFICATE OF INSURANCE  
TO BE INSERTED HERE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |   |
|--|---|
| <b>PRODUCER</b><br>Arthur J. Gallagher Risk Management Services, LLC<br>18201 Von Karman Ave<br>Suite 200<br>Irvine CA 92612 | <b>CONTACT NAME:</b> Nasreen Kopecky<br><b>PHONE (A/C, No, Ext):</b> 949-349-9857<br><b>FAX (A/C, No):</b> 949-349-9900<br><b>E-MAIL ADDRESS:</b> nasreen_kopecky@ajg.com   |
| <b>INSURED</b><br>Pinal County<br>31 N Pinal St., Building A<br>PO Box 1590<br>Florence AZ 85132                             | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Arizona Counties Insurance Pool<br><b>INSURER B:</b> Great American Insurance Company<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

License#: 0D69293  
ARIZCOU-01NAIC #  
16691**COVERAGES****CERTIFICATE NUMBER:** 407409754**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER                   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Pub Offs' E&O<br><input checked="" type="checkbox"/> Misc Med Mal E&O<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | ACIP070123                      | 7/1/2023                | 7/1/2024                | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included<br>MED EXP (Any one person) \$ Not Covered<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$3,000,000<br>PRODUCTS - COMP/OP AGG \$1,000,000<br>Errors & Omissions \$1,000,000 |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> Comprehensive <input checked="" type="checkbox"/> Collision           |           |          | ACIP070123                      | 7/1/2023                | 7/1/2024                | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$5,000/\$5,000<br>\$   |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |           |          |                                 |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
| A        | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N  | N/A      | ACIPWC070123                    | 7/1/2023                | 7/1/2024                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000  |
| A<br>B   | Incidental Medical Malpractice<br>Sexual Abuse<br>Crime   | N         | N        | ACIP070123<br>GVT E101141 06 00 | 7/1/2023<br>7/1/2023    | 7/1/2024<br>7/1/2024    | Per Incident/Agg Claim/Agg Employee Dishonesty \$1M / \$3M<br>500,000<br>1,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: STI Screening Services, 01/01/2024 - 12/31/2024.

Certificate Holder is included as Additional Insured pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

**CERTIFICATE HOLDER****CANCELLATION**Affirm  
Arizona Family Health Partnership  
3800 N. Central Avenue, Suite 820  
Phoenix AZ 85012

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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---

**ENDORSEMENT NO. 11 – Additional Insured – INSURED CONTRACT**

---

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER SECTION I, COMPREHENSIVE GENERAL LIABILITY. PLEASE READ IT CAREFULLY.**

1. The following is added to **SECTION I COMPREHENSIVE GENERAL LIABILITY**:

Any person(s), entity(ies), or organization(s) to whom the **NAMED MEMBER** is obligated by virtue of an **INSURED CONTRACT** to provide coverage solely with respect to **BODILY INJURY** and **PROPERTY DAMAGE** and arising out of:

- a. **PREMISES** leased, rented, used or occupied by you;
- b. **AUTOMOBILES** leased or rented by you;
- c. Equipment owned, leased, rented, maintained or used by you; or
- d. Mortgagees of a **NAMED MEMBER**.

However, this insurance under this endorsement does not apply to:

- 1) Any **OCCURRENCE** which takes place prior to or after you cease to occupy the **PREMISES** as stated in the **INSURED CONTRACT**.
- 2) Any structural alteration, new construction or demolition operations performed by or on behalf of the additional insured.
- 3) Any **WRONGFUL ACT, EMPLOYMENT PRACTICES VIOLATION, or NEGLIGENT ACT, ERROR, OR OMISSION**.

The limits of Coverage afforded under this endorsement will be limited to the Limits of Insurance required within the terms of the **INSURED CONTRACT** or the Limits of Coverage of this **MOC**, whichever is less, and will apply in excess of any underlying insurance or your Member Deductible shown in the Declarations. We will not be obligated for Limits of Insurance shown in the **INSURED CONTRACT** that are greater than the Limits of Coverage of this **MOC**.



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## ENDORSEMENT NO. 11 – Additional Insured – INSURED CONTRACT (Continued)

---

### DEFINITIONS

**INSURED CONTRACT** means:

1. A contract for **PREMISES** leased, rented or loaned to you. However, that portion of the contract for a lease of **PREMISES** that indemnifies any person or organization for damage by fire to **PREMISES** while rented to you or temporarily occupied by you with permission of the owner is not an **INSURED CONTRACT**;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance;
5. An elevator maintenance agreement;
6. That part of any other contract or agreement pertaining to your business under which you assume the tort liability to pay for **BODILY INJURY** or **PROPERTY DAMAGE** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

**INSURED CONTRACT** does not include an agreement to indemnify the following:

1. A railroad for construction or demolition operations within 50 feet of railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing;
2. An architect, engineer, or surveyor for their professional services.

Except as amended in this Endorsement, this coverage is subject to all coverage terms, clauses, and conditions in the **MOC** to which this Endorsement is attached.

## FIRST AMENDMENT TO THE AFFIRM SEXUAL AND REPRODUCTIVE HEALTH SEXUALLY TRANSMITTED INFECTION SCREENING CONTRACT

This FIRST AMENDMENT TO THE AFFIRM SEXUAL AND REPRODUCTIVE HEALTH SEXUALLY TRANSMITTED INFECTION SCREENING CONTRACT dated as set forth in the signature block below (this “***Amendment***”), amends that certain Affirm Sexual and Reproductive Health Sexually Transmitted Infection Screening Contract (the “***Contract***”) dated **May 15, 2024**, and entered into between the Arizona Family Health Partnership dba Affirm Sexual and Reproductive Health, an Arizona nonprofit corporation (“***Affirm***”), and **Pinal County Public Health Services District** (the “***Contractor***”). Affirm or the Contractor may be referred to individually as the “***Party***” or collectively the “***Parties***”.

*Any capitalized terms not defined in this Amendment have the same meaning attributed to them in the Contract.*

### RECITALS

**WHEREAS**, Affirm has funding that would allow it to expand the focus population described in the Contract.

**WHEREAS**, the Parties desire to amend the Contract as described in this Amendment.

### AGREEMENT

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein and intending to be legally bound thereby, Affirm and the Contractor agree as follows:

1. Amendment to Recital. The third Recital of the Contract is deleted in its entirety and replaced with the following:

**WHEREAS**, the Grant provides funds to Affirm for syphilis screening services, which including testing and counseling (“***Syphilis Screening Services***”): (1) for the period January 1, 2024 through July 31, 2024, sexually active male and female clients 34 years of age and younger; and (2) from August 1, 2024 through December 31, 2024, sexually active male and female clients 44 years of age and younger (collectively “***Syphilis Target Population***”). The Chlamydia Screening Services and Syphilis Screening Services are collectively referred to as the “***Screening Services***.”

2. Execution. This Amendment will not be effective until it has been approved as required by the governing bodies of the Parties and signed by the persons having executory powers for the Parties. This Amendment may be executed in two or more identical counterparts, by manual or electronic signature.

[Signatures to follow on next page]

[Remainder of page left intentionally blank]

**IN WITNESS WHEREOF**, the Parties have each caused an authorized representative to execute and deliver this Amendment on the Date provided below.

**CONTRACTOR:**

  
Signature

Mike Goodman

Chairman of the Board of Supervisors

Pinal County Public Health Services District

86-6000556

Contractor ID Number (EIN)

Nine Digit DUNS#: 074447095

DUNS Registered Name: County of Pinal

SAM #: GX4FM9VQD7W3

12/18/2024  
Date

**Affirm:**

  
Signature

Brenda L. Thomas, MPA

Chief Executive Officer

Affirm

1/6/2025  
Date





# PINAL COUNTY

WIDE OPEN OPPORTUNITY

## AGENDA ITEM December 18, 2024 ADMINISTRATION BUILDING A FLORENCE, ARIZONA

### REQUESTED BY:

**Funds #:** 82

**Dept. #:** 359

**Dept. Name:** PUBLIC HEALTH

**Director:** MERISSA MENDOZA

### BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of the amendment to the Award Agreement agreement number RFGA2022-004 under the Sexually Transmitted Infection (STI) Screening program between Arizona Family Health Partnership, hereby referred to as Affirm Sexual and Reproductive Health, and Pinal County through the Pinal County Board of Supervisors beginning August 1, 2024 ending December 31, 2024, for a total maximum of \$33,000. This grant will be used by Public Health Department to provide STI testing and treatment to sexually active female clients 24 years of age and younger as well as gonorrhea and syphilis testing to sexually active male and female clients 44 years of age and younger under the Family Planning Program which expands the focus population described in the contract (originally screening up to age 34 years).

(Carey Lennon, Clinical Services Division Manager/Merissa Mendoza, Public Health Director)

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

No impact to the general funds.

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

### MOTION:

Approve as presented.

History

Time

Who

Approval

### ATTACHMENTS:

[Click to download](#)





## PINAL COUNTY

WIDE OPEN OPPORTUNITY

### Board of Supervisors Grant Request

Board of Supervisors meeting date: 12/18/2024

Department seeking grant: Public Health

Name of Granting Agency: AFFIRM

Name of Grant Program: Family Planning Program

Project Name: STI Screening

Amount requested: \$33,000

Match amount, if applicable: \$0

Application due date: n/a

Anticipated award date/fiscal year: August 1, 2024 - December 31, 2024

What strategic priority/goal does this project address?: Vibrant Communities

Applicable Supervisor District: All

**Brief description of project:**

The Contractor will provide Screening Services to clients in the Chlamydia Target Population and Syphilis Target Population in accordance with the Center for Disease Control's 2021 Sexually Transmitted Diseases Treatment Guidelines

Approval received per Policy 8.20: ☒ OnBase Grant #: 2024-1192

Please select one:

|   |                                     |
|---|-------------------------------------|
| Discussion/Approve/Disapproval consent item | <input checked="" type="checkbox"/> |
| New item requiring discussion/action        | <input type="checkbox"/>            |
| Public Hearing required                     | <input type="checkbox"/>            |

Please select all that apply:

|  |                                     |
|--|-------------------------------------|
| Request to submit the application      | <input type="checkbox"/>            |
| Retroactive approval to submit         | <input type="checkbox"/>            |
| Resolution required                    | <input type="checkbox"/>            |
| Request to accept the award            | <input type="checkbox"/>            |
| Request to approve/sign an agreement   | <input checked="" type="checkbox"/> |
| Budget Amendment required              | <input type="checkbox"/>            |
| Program/Project update and information | <input type="checkbox"/>            |

**AFFIRM SEXUAL AND REPRODUCTIVE HEALTH  
SEXUALLY TRANSMITTED INFECTION SCREENING CONTRACT**

This AFFIRM SEXUAL AND REPRODUCTIVE HEALTH SEXUALLY TRANSMITTED INFECTION SCREENING CONTRACT (the “**Contract**”) is entered into by and between the Arizona Family Health Partnership dba Affirm Sexual and Reproductive Health, an Arizona not-for-profit corporation (“**Affirm**”), and **Pinal County Public Health Services District** (the “**Contractor**”). Affirm or the Contractor may be referred to individually as the “**Party**” or collectively the “**Parties**”.

**RECITALS**

**WHEREAS**, Affirm received a supplemental Title X Funding award under Federal Award Identification Number (FAIN): FPHPA006520 and Catalog of Federal Domestic Assistance number 93.217 (the “**Grant**”) dated September 26th, 2024, from the Office of Population Affairs (“**OPA**”) and the United States Department of Health and Human Services (“**DHHS**”), to provide family planning and related preventative health services to eligible clients in the State of Arizona. The Grant provides funding through March 31, 2025;

**WHEREAS**, the Grant provides funds to Affirm for chlamydia screening services, which include testing and counseling (“**Chlamydia Screening Services**”) to sexually active female clients 24 years of age and younger (“**Chlamydia Target Population**”);

**WHEREAS**, the Grant provides funds to Affirm for syphilis screening services, which include testing and counseling (“**Syphilis Screening Services**”) to sexually active male and female clients 44 years of age and younger (“**Syphilis Target Population**”). The Chlamydia Screening Services and Syphilis Screening Services are collectively referred to as the “**Screening Services**.”

**WHEREAS**, the Contractor provides Screening Services; and

**WHEREAS**, the Parties desire to provide for a sub-award of the Grant to the Contractor for its performance of the Screening Services.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained and intending to be legally bound thereby, Affirm and the Contractor agree as follows:

**ARTICLE I**  
**TERM AND STATEMENT OF WORK**

Beginning on **January 1, 2025 and ending March 31, 2025**, unless earlier terminated or amended pursuant to Article VI (the “**Term**”), the Contractor will provide Screening Services to clients in the Chlamydia Target Population and Syphilis Target Population in accordance with the Center for Disease Control’s 2021 Sexually Transmitted Diseases Treatment Guidelines (available at <https://www.cdc.gov/std/treatment-guidelines/STI-Guidelines-2021.pdf>). Contractor will participate in meetings and monitoring activities required by Affirm.

## ARTICLE II CONSIDERATION

### 2.1 Consideration.

2.1.1 Affirm will pay the Contractor **\$22.50** for each chlamydia test or combination chlamydia/gonorrhea test the Contractor performs (collectively “***Chlamydia Test***”) for uninsured clients in the Chlamydia Target Population. Affirm will pay the Contractor **\$20.00** for each chlamydia treatment the Contractor performs for uninsured clients in the Chlamydia Target Population.

2.1.2 Affirm will pay the Contractor **\$16** for each syphilis test the Contractor performs for uninsured clients in the Syphilis Target Population.

2.2 Payment and Reporting. The total maximum consideration payable to the Contractor pursuant to Article II is **\$8,173.00**. All payments payable pursuant to this Contract are contingent on the following conditions, and will be made within 30 days of delivery of the last report due under this Section:

2.2.1 The Contractor submitting a complete Request for Screening Project Funds via electronic database inclusive of information contained in **Attachment 1**, for the relevant quarter, on or before the 25th day following the end of each calendar quarter.

2.2.2 The Contractor providing sufficient records of the Screening Services provided by the Contractor, including completed Project Tracking Logs in the form attached as **Attachment 2**, for the relevant quarter, on or before the 20<sup>th</sup> day following the end of each calendar quarter;

2.2.3 The Contractor providing any other records required by Affirm to determine the number and adequacy of the Screening Services provided by the Contractor;

2.2.4 The Contractor’s satisfactory performance of the Screening Services, in Affirm’s sole determination; and

2.2.5 Affirm’s receipt of the Grant.

2.3 Limitations on use of Reimbursement. The Contractor will not use Reimbursement for any costs disallowed by Title X, Affirm, DHHS, or other appropriate federal officials (“***Disallowed Costs***”), which may include but are not limited to:

2.3.1 Costs to perform abortions or to supplant any funds used to perform abortion;

2.3.2 Costs to perform sterilization or to supplant any funds used to perform sterilization;

2.3.3 Indirect costs over 10% of the total program direct cost. (To charge indirect costs, the Contractor must submit a current Federally approved Indirect Rate letter or be limited to the de minimis indirect cost rate defined in 2 C.F.R. § 200.414);

2.3.4 Salaries over the current Executive Level II of the Federal Executive Pay Scale. For the purposes of the salary limitation, the direct salary is exclusive of fringe benefits and indirect costs. An individual’s direct salary is not constrained by the legislative provision for a

limitation of salary. A Contractor may pay an individual's salary amount in excess of the salary cap with non-federal funds.

- 2.3.5 Those funds used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the Congress, any state or local legislature or legislative body, or the executive branch of any State or local government itself;
  - 2.3.6 Costs for salary or expenses of any Grant or Contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulations, administrative action, or Executive order proposed or pending before Congress or any State government, or a State or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by any agency or office of a State, local, or tribal government in policymaking and administrative processes within the executive branch of that government;
  - 2.3.7 Advocating or promoting gun control; or
  - 2.3.8 As described in 2 C.F.R. § 200.216, the Reimbursement may not be used to procure, obtain, or enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 2.4 Return of Disallowed Costs and Appeal. If Affirm determines that the Contractor has spent Reimbursement funds on Disallowed Costs, the Contractor will remit to Affirm any such amounts. If the Contractor fails to remit such amounts within 30 days of notice of the Disallowed Costs from Affirm, Affirm may offset such amount against future funding obligations by Affirm or take other action available to it under law to reclaim such amount. If DHHS disallows any cost incurred by the Contractor under this Contract, at the Contractor's request, Affirm may pursue appropriate administrative appeals to DHHS. In the event Affirm elects to pursue such administrative appeals, the Contractor will pay into an escrow account such amount as Affirm deems appropriate to cover the Disallowed Costs and appeal costs, including attorney's fees and interest penalties. The Contractor agrees to cooperate fully with Affirm in providing documentation and other supporting material relevant to such a determination. If applicable, payment of questioned costs may be withheld from Reimbursement until the questions are resolved. Affirm will make Reimbursement of all otherwise properly documented and allowable costs not in question.
- 2.5 Reallocation. Should the Contractor fail to expend its Reimbursement Award, Affirm may reallocate the Reimbursement Award to ensure that funds are expended efficiently. Affirm will review the Contractor's Budget at the beginning of the last quarter of the Term, and upon determination that the Reimbursement Award is not being expended efficiently or will not be expended fully during the Term, Affirm may, in its sole discretion, reallocate all or a portion of the

remaining Reimbursement Award to another organization. The Contractor may not carry over any non-obligated portions of its Reimbursement Award to the next grant or contract period.

### ARTICLE III THE CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to Affirm the matters set forth in this Article III.

3.1 Title X System. The Contractor has had the opportunity to review the Title X Regulations and Manual, and fully understands Affirm's and Title X requirements for receiving Reimbursement. The Contractor has a system in place to meet these requirements, including a financial management system that is able to effectively segregate Reimbursement funds, revenue, and expenses.

3.2 Debarment and Suspension. The Contractor's employees and sub-contractors, its current and future subcontractors and their principals: (i) are not presently and will not be debarred, suspended, proposed for debarment or declared ineligible for the award of subcontracts, by any U.S. Government agency, any state department or agency, in accordance with federal regulations (53 Fed. Reg. 19161-19211) or has been so within the preceding three (3) year period; (ii) have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default; and (iii) in the event any employee or sub-contractor of the Contractor's is debarred, suspended, or proposed for debarment, the Contractor must immediately notify Affirm in writing.

3.3 HIPAA Compliance. The Contractor is a Covered Entity as defined in 45 C.F.R. § 160.103 of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and is required to comply with the provisions of HIPAA with respect to safeguarding the privacy and confidentiality of protected health information. Affirm is neither a Covered Entity nor business associate under HIPAA; however, Affirm acknowledges that it is subject to the privacy and security requirements imposed on Grantees by DHHS under the Title X Program. In the event of a "breach" requiring notification under A.R.S. § 18-552, Affirm will notify Contractor of the breach of Contractor's data promptly, and in all cases, within 45 days of discovering the breach.

3.4 Conflict of Interest. This Contract does not create a conflict of interest, under any statute or rule of any governing jurisdiction, between the Contractor's officers, agents or employees and Affirm. The provisions of A.R.S. § 38-511 apply.

3.5 Equal Opportunity. The Contractor is an Equal Employment Opportunity employer in accordance with the requirements of 41 C.F.R. § 60-1.4(a), 60-250.5, 60-300.5(a), 60-741.5(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable, and the required equal opportunity clauses contained therein are hereby incorporated by reference.

### ARTICLE IV COVENANTS

4.1 Compliance with Laws, Regulations, and Manual. The Contractor will abide by the requirements of Title X, the Title X Regulations, the Manual, and Program Notices, which are incorporated as material terms of this Contract. As a recipient of federal funds, the Contractor is also required to comply with other laws and regulations. The following is a non-exclusive list of other laws and regulations by which the Contractor will abide:

4.1.1 The Contractor's purchase, use and disposition of property, equipment and supplies is governed by, 2 C.F.R. Part 200.310–316 and 45 C.F.R. Part 75.317-323, as applicable, and related DHHS policies;

4.1.2 The Transparency Act (2 C.F.R. Part 170);

4.1.3 2 C.F.R. Part 200 or 45 C.F.R. Part 75 (DHHS Grants Administration regulations), as applicable;

4.1.4 United States Generally Accepted Accounting Principles ("U.S. GAAP");

4.1.5 The Consolidated Appropriations Act, 2020 (Public Law 116-93), enacted December 20, 2019, and all subsequent Continuing Resolutions;

4.1.6 All applicable laws, ordinances, and codes of the state of Arizona and local governments in the performance of the Contract, including all licensing standards and all applicable professional standards; and

4.1.7 Requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104).

4.2 Licenses. The Contractor and each of its employees, agents and subcontractors will obtain and maintain during the Term of this Contract all appropriate licenses required by law for the operation of its facilities and for the provision of the Family Planning Services.

4.3 Status of the Contractor and Conflict of Interest. The Contractor, its agents and employees, including its professional and nonprofessional personnel, in the performance of this Contract, will act in an independent capacity and not as officers, employees or agents of Affirm. The Contractor will prevent its officers, agents or employees from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others with whom they may have business, family, or other connections. The Contractor will refrain from using any inside or proprietary information regarding the activities of Affirm and its affiliates for personal benefit, benefit to immediate family, or benefit to any entity in which he holds a significant financial or other interest. The Contractor's officers, agents, or employees will not deploy themselves so as to receive multiple payments from Affirm or otherwise manipulate the assignment of personnel or tasks so as to unnecessarily increase payments to the Contractor or its officers, agents or employees.

4.4 Retention of and Access to Records; Audit.

4.4.1 The Contractor will maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to this Contract for a period of at least three (3) years from the date of Affirm submission of the annual financial report covering the Reimbursement awarded hereunder, or such other period as may be specifically required by 2 C.F.R. § 200.333 and 45 C.F.R. § 75.361, as applicable. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, the Contractor will maintain such records until the audit, litigation, or other action is completed, whichever is later. Client medical records must be retained in accordance with state and federal regulations.

4.4.2 The Contractor will make available to Affirm, DHHS, the Comptroller General, or any other of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, and papers that are pertinent to the award for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to the Contractor's facility and to the Contractor's personnel for interview and discussion related to such documents. The Contractor will, upon request, transfer certain records to the custody of Affirm or DHHS.

4.4.3 The Contractor agrees to permit Affirm and/or DHHS to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of services delivered under this Contract and to assess the Contractor's compliance with applicable legal and programmatic requirements. If Affirm identifies and notifies the Contractor of the Contractor's non-compliance with the terms of this Contract, or in providing the Family Planning Services, Affirm will notify the Contractor of such deficiencies. Affirm, in its sole discretion, may offer to provide technical assistance to the Contractor to correct or eliminate such deficiencies. Additionally, Affirm may grant the Contractor a reasonable time period to correct or eliminate such deficiencies; provided that in no case will the time allowed exceed twelve (12) months from the day of notice of the deficiency.

4.4.4 At the end of each of the Contractor's fiscal years, the Contractor will have an external audit performed, including of its Reimbursement, in accordance with the provisions of OMB Circular A-133 for a single audit, if applicable, and U.S. GAAP. For Contractors required to complete a Single Audit, expended Title X funds must be reported on the Schedule of Expenditures of Federal Awards (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number 93.217. Non-governmental contractors Audit will be conducted in accordance with 2 CFR Part 200 Subpart F. The Contractor will provide to Affirm the Contractor's financial statements and auditors' reports within 30 days of receipt of such reports, but in no case later than nine months following the Contractor's fiscal year-end. The audit package submitted to Affirm must contain all financial statements, footnotes, schedule of federal financial assistance, auditor's opinion on the financial statements and schedule, all reports on internal controls and compliance, a copy of the management letter from the Contractor's audit firm, and a copy of any responses to the management letter or findings. If a corrective action plan is required, Affirm reserves the right to request additional information regarding the corrective action plan, if any. The Contractor agrees to promptly implement such corrective action plan, including any recommendation made by Affirm.

4.5 Litigation. The Contractor will notify Affirm in writing within thirty (30) days of notice of any litigation, claim, negotiation, audit or other action, including violations of Federal criminal law involving fraud, bribery, or gratuity violations, involving the Family Planning Services or Reimbursement, occurring during the Term or within four (4) years after the expiration of the Term. The Contractor will retain any records until the completion of such action and the resolution of all issues arising from or relating to such action, or four (4) years after the end of the Term, whichever is later. Any notice regarding violations of Federal criminal law involving fraud, bribery, or gratuity must be sent in writing to Affirm at the address provided at Section 7.5, and to the DHHS OIG at the following addresses:

HHS OASH Grants and Acquisitions Management  
1101 Wootton Parkway, Plaza Level  
Rockville, MD 20852

AND

US Department of Health and Human Services Office of Inspector General

ATTN: OIG HOTLINE OPERATIONS—MANDATORY GRANT DISCLOSURES  
PO Box 23489  
Washington, DC 20026

4.6 Property Records. The Contractor will maintain adequate records of any property, inventory, and maintenance procedures for items purchased with Reimbursement funds. The Contractor will be responsible for replacing or repairing Equipment for which it is accountable under this Contract if lost, damaged or destroyed due to the negligence on the part of the Contractor, or failure to secure appropriate insurance, or noncompliance with property management regulations, or instructions of Affirm or DHHS. Affirm may require the transfer of property acquired with funds awarded under this Contract as provided for in 2 CFR Part 200.312 and 45 CFR 75.319. Records for real property and Equipment acquired with the Reimbursement will be retained for three (3) years after the final disposition. For the purpose of this Contract, “**Equipment**” is defined as any item purchased with Title X Award funds with a useful life of more than one (1) year with a per unit acquisition cost of \$5,000 or more, unless the Contractor uses a lower limit. If required by Affirm, Contractor shall submit a list with the required elements from CFR Part 200.313 and 45 CFR part 75.320, as applicable, of all such Equipment to Affirm.

4.7 340B Drug Pricing Program. If the Contractor enrolls in the 340B Drug Pricing Program, the Contractor must comply with all 340B program requirements. The Contractor may be subject to audit at any time regarding 340B program compliance. 340B program requirements are available at <https://www.hrsa.gov/opa/program-requirements> and incorporated herein by this reference.

4.8 Required Meetings. The Contractor must participate in three (3) meetings with Affirm held during the Term of this Contract. The Contractor’s staff attending such meetings must be persons with managerial responsibilities related to the Contract. Additionally, one family planning clinician must attend a clinician training that will coincide with one of the meetings.

## ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 Insurance. The Contractor will procure, maintain, and provide proof of coverage of: (i) a Medical Malpractice Professional Liability Insurance Policy and such policy will be written on an occurrence basis in the minimum amount of \$1,000,000 for all medical provider employees and subcontractors and consultants, unless the Contractor qualifies for such insurance pursuant to Section 5.2; (ii) General Liability coverage of at least \$1,000,000 per occurrence and \$3,000,000 Annual aggregate against general liability endorsed for premises-operations, products/completed operations, contractual, property damage, and personal injury liability; (iii) Workers compensation in accordance with applicable law; and (iv) Fidelity coverage adequate to protect against loss due to employee dishonesty of at least \$5,000. The Contractor will provide certificates indicating the proof of such insurance and incorporate them as Attachment 9. The insurance policies referred to above must name Affirm as an additional insured under each policy. The Contractor will promptly provide Affirm with written notice of any ineligibility determination, suspension, revocation or other action or change relevant to the insurance requirements set forth above. The Contractor may provide all or a portion of the required coverage through programs of self-insurance as allowed by law.

5.2 FTCA Status. If applicable as a Federally Qualified Health Center (“**FQHC**”), the Contractor has been deemed eligible and approved for medical malpractice liability protection through the Federal Tort Claims Act (FTCA), pursuant to the Federally Supported Centers Assistance Act of 1992 and 1995. The Contractor must remain in deemed status during the Term of this Contract. Should the Contractor



lose its designation as an FQHC or lose its deemed status during the Term, the Contractor must immediately secure Professional Liability Malpractice Insurance as required by Section 5.1 and must provide a copy of the insurance certificates confirming such insurance protection.

5.3 Indemnification. To the extent allowed under Arizona law, the Contractor will indemnify, defend, save, and hold harmless Affirm and its officers, officials, agents, and employees (hereinafter referred to as "**Indemnatee**") 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 the 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 the 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 Indemnatee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Contractor from and against any and all Claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. To the extent permitted by law, the Contractor agrees to reimburse Affirm for any monies which Affirm is required to pay to the DHHS or other agencies of the United States Government or the State of Arizona for any Claims arising solely from the failure of the Contractor to perform in accordance with this Contract or, local, state, or federal laws and regulations. Affirm will appropriately invoice or file a Claim with the Contractor for any such reimbursement by the Contractor, and the Contractor will have opportunity to review, and protest when appropriate, the Claim prior to making any timely reimbursement to Affirm. The indemnification provided herein will survive the termination of this Contract.

## ARTICLE VI TERMINATION AND AMENDMENT

6.1 Termination of Contract. This Contract will terminate on the last date discussed in Section 1.1, unless earlier terminated pursuant to the terms of this Section. Upon termination: (i) the Contractor will return to Affirm any unencumbered balance of the Reimbursement disbursed under this Contract; and (ii) all nonexpendable personal property, finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this Contract will, at the option of Affirm, become Affirm's property or be disposed of in accordance with Affirm's procedures or instructions. Final payment to the Contractor, if applicable, is contingent upon the Contractor completing closeout procedures as detailed in Affirm's Delegate Closeout Checklist, as defined in the Manual.

6.1.1 Termination by the Contractor. If the Contractor is unable or unwilling to comply with additional conditions as may be lawfully imposed on the Contractor, the Contractor may terminate this Contract by giving written notice to Affirm signifying the effective date thereof. The Contractor may terminate this Contract for any other reason by providing Affirm with at least 90 days written notice. In the event the Contractor terminates this Contract, the Contractor will be entitled to compensation for any un-reimbursed expenses necessarily incurred in satisfactory performance of this Contract.

6.1.2 Termination by Affirm. Affirm may terminate this Contract or suspend Reimbursement, in whole or in part, in the event the Contractor: (i) fails to fulfill in a timely and proper manner its obligations under this Contract; or (ii) violates any of the covenants, agreements, or stipulations of this Contract, by providing the Contractor written notice of termination specifying

the date of termination. Affirm may give the Contractor an opportunity to cure deficiencies by providing a cure period, of at least 10 days, in any notice of termination. If Affirm does not provide a cure period or if Contractor does not cure all deficiencies within the time specified by Affirm, the Contract will be terminated. Despite any termination hereunder, the Contractor will not be relieved of liability to Affirm for damages sustained by Affirm by virtue of any material breach of this Contract by the Contractor. Affirm may withhold any reimbursement to the Contractor for the purpose of offset until such time as the exact amount of damages, if any, due Affirm from the Contractor is agreed upon or otherwise determined.

6.1.3 Termination or Reduction of DHHS Funding. Affirm has been informed by DHHS that the Grant provides funding for the Term. However, in the event any DHHS funding is reduced, terminated or otherwise negatively altered (including any change or limitation upon whom Affirm may pay or distribute monies to under this Contract), whether before or after this Contract is effective, Affirm may terminate this Contract in whole or in part by providing the Contractor a written notice of termination. The effective Contract termination date will be the date such DHHS funding is reduced, terminated or otherwise negatively altered (“**DHHS Funding Termination Date**”). Notwithstanding anything in this Contract to the contrary, if the Contract is terminated because of the foregoing, Affirm is relieved of all obligations under the Contract. Termination of this Contract hereunder will not be deemed a breach of this Contract by Affirm.

6.1.4 Termination due to Non-Appropriation. Notwithstanding any other provisions in this Contract, this Contract may be terminated by Affirm if the Contractor’s governing body does not appropriate the Contractor Contribution or other sufficient monies to provide the Family Planning Services. In such an event, the Contractor will notify Affirm of its inability to appropriate the requisite funds and Affirm may, at its discretion, terminate this Contract.

6.2 Amendment. The Contract, together with Attachments referenced herein, fully expresses all understanding of the Parties concerning all matters covered and will constitute the total Contract. No amendment of, addition to, or alteration of the Terms of this Contract, whether by written or verbal understanding of the Parties, their officers, agents or employees, will be valid unless made in a writing that is formally approved and executed by the Parties or made pursuant to the following procedures:

6.2.1 If Affirm obtains additional Grant funding for periods after the expiration of the Term, the Contractor may request to extend the Term by updating the annual application forms and submit them through Affirm’s Program Information Management System (PIMS). Any extension of the Term will be mutually agreed on by the Parties, in writing.

6.2.2 The Contractor may make changes to staff and location of its Family Planning services, provided that the Contractor will notify Affirm, in writing as soon as possible for staff changes and within 30 working days of any changes or closures of a Title X clinic site location.

6.2.3 The Contractor must submit written requests for any change in the Family Planning Services including, but not limited to, Affirm Agency Health Center Report, Client Data Summary, and Budget. Affirm will determine whether changes require Contract revision or amendment.

6.2.4 The Contractor must submit Budget modification requests within 30 days for prior approval by Affirm in the following instances: (i) The Contractor requires allocations of additional funds beyond the specified base amount; (ii) the Contractor wishes to reduce the Reimbursement Award; and (iii) the Contractor provides changes to the Budget representing a variance of 10% of any individual Budget category.

6.2.5 Changes in policies, procedures, and/or forms related to the Family Planning Services must be submitted in writing to Affirm for approval prior to implementation.

6.2.6 Within 15 days of change, the Contractor must notify Affirm of changes in key clinical or management personnel, including administrative officers and Family Planning Services program directors.

6.2.7 Affirm's exercise of Supplementary Award pursuant to Section 2.1 does not require an amendment to this Contract.

## ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Nonexclusivity. That this Contract is nonexclusive in nature and Affirm retains the authority to contract with other Parties for the delivery of Family Planning Services in the Contractor's geographic area.

7.2 Governing Law. Any action relating to this Contract will be brought in a court of the State of Arizona in the county in which the Family Planning Services are provided, unless otherwise prohibited by prevailing federal law. Any changes in the governing laws, rules and regulations that do not materially affect the Contractor's obligation under the Contract during the Term will apply but do not require an amendment.

7.3 Intangible Property and Copyright. The Contractor will ensure that publications developed while providing the Family Planning Services do not contain information that is contrary to Title X, the Manual, or to accepted clinical practice. Federal and Affirm grant support must be acknowledged in any publication. The Contractor will obtain pre-approval from Affirm for publications resulting from activities conducted under this Contract. The Contractor will also provide all publications referencing Affirm to Affirm for pre-approval prior to distribution. Restrictions on motion picture film production are outlined in the "Public Health Service Grants Policy Statement." The word "**publication**" is defined to include computer software. Any such copyrighted materials will be subject to a royalty-free, non-exclusive, and irrevocable right of the Government and Affirm to reproduce, publish, or otherwise use such materials for Federal or Affirm purposes and to authorize others to do so, as allowed by law.

7.4 Dispute Resolution. The Parties will first attempt to resolve any dispute arising under this Contract by informal discussion between the Parties, subject to good cause exceptions, including, but not limited to, disputes determined by either Party to require immediate relief (i.e., circumstances which may result in a misappropriation of the Reimbursement). Any dispute that has not been resolved by informal discussions between the Parties within a reasonable period of time after the commencement of such discussions (not to exceed 30 days), may be resolved by any means available.

7.5 Notice. All notices required or permitted to be given hereunder will be given in writing and will be deemed to have been given when sent by certified or registered mail, postage prepaid, return receipt requested.

Notices to Affirm will be addressed to:  
Chief Executive Officer  
Arizona Family Health Partnership

3800 N. Central Ave., Suite 820  
Phoenix, Arizona 85012

Notices to the Contractor will be addressed to:  
Merissa Mendoza, MPA, RDN, IBCLC  
Public Health Director, Interim  
Pinal County Public Health Services District  
971 N. Jason Lopez Circle, Building D  
Florence, AZ 85132

Either Party may change its address for notices by giving written notice of such change to the other Party.

7.6 Severability. If any provision of this Contract is declared void or unenforceable, such provision will be deemed severed from this Contract, which will otherwise remain in full force and effect. If any provision of this Contract is declared void or unenforceable, the Parties will engage in good faith efforts to renegotiate such provision in a manner that most closely matches the intent of the provision without making it unenforceable.

7.7 No Third-Party Beneficiary. This Contract was created by the Parties solely for their benefit and is not intended to confer upon any person or entity other than the Parties any rights or remedies hereunder.

7.8 Waiver. Performance of any obligation required of a Party hereunder may be waived only by a written waiver signed by the other Party, which waiver will be effective only with respect to the specific obligations described herein. The waiver of a breach of any provisions will not operate or be construed as a waiver of any subsequent breach.

7.9 Execution. This Contract will not be effective until it has been approved as required by the governing bodies of the Parties and signed by the persons having executory powers for the Parties. This Contract may be executed in two or more identical counterparts, by manual or electronic signature.

[Signatures to follow on next page]

[Remainder of page left intentionally blank]

**IN WITNESS WHEREOF**, the Parties have each caused an authorized representative to execute and deliver this Contract on the Date provided below.

**CONTRACTOR:**

\_\_\_\_\_  
Signature

Stephen Q. Miller

Chairman of the Board of Supervisors

Pinal County Public Health Services District

86-6000556

Contractor ID Number (EIN)

Nine Digit DUNS#: 074447095

DUNS Registered Name: County of Pinal

SAM #: GX4FM9VQD7W3

05/07/2025  
Date

**AFFIRM:**

\_\_\_\_\_  
Signature

Brenda L. Thomas, MPA

Chief Executive Officer

Affirm

\_\_\_\_\_  
Date

## Attachment 1



## Affirm

### Request for STI Screening Project Funds

Agency: 

Reporting Period

From: To: 

This is a request for :

Reimbursement 

| Test                       | Quantity | Amount |
|----------------------------|----------|--------|
| CT Tests @ \$22.50/each    |          | \$ -   |
| CT Positives @ \$20/each   |          | \$ -   |
| Syphilis Tests @ \$16/each |          | \$ -   |

|             | Amount Awarded | Total Funds Earned this Reporting Period (i.e. this request) | Prior Report Period Year to Date Funds Earned | Total Year to Date Funds Earned | Available Balance | % Earned YTD |
|-------------|----------------|--|---|---------------------------------|-------------------|--------------|
| Total Grant |                | \$ -   |   | \$ -                            | \$ -              |              |
|             |                |  |   | \$ -                            | \$ -              |              |
| Total       |                | \$ -   | \$ -  | \$ -                            | \$ -              | #DIV/0!      |

\*To be determined by agency and verified by Affirm

**Certification:** By signing this request, I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. code, Title 18, Section 1001).

Authorized Signature

Date of request

Actual Signature required, stamped signature will not be accepted

Name

Title

**Affirm Program Dept Use Only****Affirm Program Manager Certification**

|                          |   |
|--------------------------|---|
| <input type="checkbox"/> | Performance satisfactory for payment          |
| <input type="checkbox"/> | Performance unsatisfactory withhold payment   |
| <input type="checkbox"/> | Incorrect invoice, returned for clarification |
| <input type="checkbox"/> | No payment due                                |

**Affirm Accounting use only**

|                      |                             |
|----------------------|-----------------------------|
| <input type="text"/> | Date invoice recorded in QB |
| <input type="text"/> | Date of drawdown            |
| <input type="text"/> | AFHP/Affirm check #         |
| <input type="text"/> | Date of check               |
| <input type="text"/> | Title X report updated      |
| <input type="text"/> | Date of ACH deposit         |

Program Manager Signature

Date

Business Office Signature

Date

| [Agency Name] Quarterly STI Screening Project Tracking Log   |                    |              |              |               |              |
|--|--------------------|--------------|--------------|---------------|--------------|
| STI Screening Aim Statement  | SCREENING RATE     |              |              |               |              |
|  | Baseline (CY 2023) | Jan-Mar 2024 | Jan-Jun 2024 | Jan-Sept 2024 | Jan-Dec 2024 |
| CT screening in Females 24 and younger will increase from XX% to XX%, by 12/31/2024.   |                    |              |              |               |              |
| GC screening in Females 24 and younger will increase from XX% to XX%, by 12/31/2024.   |                    |              |              |               |              |
| Syphilis screening in Females and Males 34 years and younger will increase from XX% to XX%, by 12/31/2024.                                   |                    |              |              |               |              |
| Numerator: Number of unduplicated clients in the focus population that had at least one (CT, GC, or Syphilis) test during measurement period |                    |              |              |               |              |
| Denominator: Number of unduplicated clients in the focus population seen during measurement period   |                    |              |              |               |              |

| PLAN                              |   |   |   |   |   |
|-----------------------------------|---|---|---|---|---|
| What is the goal of this project? | What is the purpose of this project? (What are you trying to accomplish?) | What are the barriers to this project? (What are you trying to overcome?) | What are the challenges to this project? (What are you trying to overcome?) | What are the next steps? (What are you trying to accomplish?) | What are the next steps? (What are you trying to accomplish?) |
|                                   |   |   |   |   |   |
|                                   |   |   |   |   |   |
|                                   |   |   |   |   |   |

| QUARTER 1 UPDATE: January 1-March 31, 2024                            |                              |                    |                    |  |                    |                    |   |   |
|---|------------------------------|--------------------|--------------------|--|--------------------|--------------------|---|---|
| Please include the name and title of who is completing the Q1 update: | What progress has been made? |                    |                    | What challenges/barriers have you faced? |                    |                    | What are the next steps? What needs to be changed or sustained? | Provider Sign Off: Please have them review the Quarterly Update and initial here. |
|   | S.M.A.R.T. Goal 1:           | S.M.A.R.T. Goal 2: | S.M.A.R.T. Goal 3: | S.M.A.R.T. Goal 1:                       | S.M.A.R.T. Goal 2: | S.M.A.R.T. Goal 3: |   |   |
|   |                              |                    |                    |  |                    |                    |   |   |

| QUARTER 2 UPDATE: April 1-June 30, 2024                               |                              |                    |                    |  |                    |                    |   |   |
|---|------------------------------|--------------------|--------------------|--|--------------------|--------------------|---|---|
| Please include the name and title of who is completing the Q1 update: | What progress has been made? |                    |                    | What challenges/barriers have you faced? |                    |                    | What are the next steps? What needs to be changed or sustained? | Provider Sign Off: Please have them review the Quarterly Update and initial here. |
|   | S.M.A.R.T. Goal 1:           | S.M.A.R.T. Goal 2: | S.M.A.R.T. Goal 3: | S.M.A.R.T. Goal 1:                       | S.M.A.R.T. Goal 2: | S.M.A.R.T. Goal 3: |   |   |
|   |                              |                    |                    |  |                    |                    |   |   |

| QUARTER 3 UPDATE: July 1-September 30, 2024                           |                              |                    |                    |  |                    |                    |   |   |
|---|------------------------------|--------------------|--------------------|--|--------------------|--------------------|---|---|
| Please include the name and title of who is completing the Q1 update: | What progress has been made? |                    |                    | What challenges/barriers have you faced? |                    |                    | What are the next steps? What needs to be changed or sustained? | Provider Sign Off: Please have them review the Quarterly Update and initial here. |
|   | S.M.A.R.T. Goal 1:           | S.M.A.R.T. Goal 2: | S.M.A.R.T. Goal 3: | S.M.A.R.T. Goal 1:                       | S.M.A.R.T. Goal 2: | S.M.A.R.T. Goal 3: |   |   |
|   |                              |                    |                    |  |                    |                    |   |   |

| QUARTER 4 UPDATE: October 1-December 31, 2024                         |                              |                    |                    |  |                    |                    |   |   |
|---|------------------------------|--------------------|--------------------|--|--------------------|--------------------|---|---|
| Please include the name and title of who is completing the Q1 update: | What progress has been made? |                    |                    | What challenges/barriers have you faced? |                    |                    | What are the next steps? What needs to be changed or sustained? | Provider Sign Off: Please have them review the Quarterly Update and initial here. |
|   | S.M.A.R.T. Goal 1:           | S.M.A.R.T. Goal 2: | S.M.A.R.T. Goal 3: | S.M.A.R.T. Goal 1:                       | S.M.A.R.T. Goal 2: | S.M.A.R.T. Goal 3: |   |   |
|   |                              |                    |                    |  |                    |                    |   |   |

**CERTIFICATE OF INSURANCE**  
**TO BE INSERTED HERE**





AGENDA ITEM

May 7, 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:**

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

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**MOTION:**

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|         |     |          |
|---------|-----|----------|
| History |     |          |
| Time    | Who | Approval |

---

|                                   |
|-----------------------------------|
| <b>ATTACHMENTS:</b>               |
| <a href="#">Click to download</a> |
| No Attachments Available          |



AGENDA ITEM

May 7, 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    |     |          |

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**ATTACHMENTS:**

[Click to download](#)

No Attachments Available