



NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
AGENDA
Wednesday, April 3, 2024

9:30 AM - CALL TO ORDER

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

BUSINESS BEFORE THE BOARD

(Consideration/Approval/Disapproval of the following:)

(1) CONSENT ITEMS:

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

- * A. Discussion/approval/disapproval of Minutes from February 21, 2024, and March 6, 2024, Board of Directors Public Health Services District Meetings. (Natasha Kennedy)
- * B. Discussion/approval/disapproval of Amendment 1 to the Contract under the Family Planning Program between Affirm Sexual and Reproductive Health and Pinal County Public Health Services District, through the Pinal County Board of Supervisors, for supplemental funding in the amount of \$20,400 for reimbursement of program office supplies. The award is included in the FY23/24 budget. No impact to 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.

have physical access to the meeting room at 9:15 AM.

Meeting Notice of Posting



AGENDA ITEM

April 3, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Minutes from February 21, 2024, and March 6, 2024, Board of Directors Public Health Services District Meetings. (Natasha Kennedy)

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

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

MOTION:

Approve as presented.

History		
Time	Who	Approval

ATTACHMENTS:

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☐ [Minutes 02.21.2024](#)

☐ [Minutes 03.06.2024](#)



PINAL COUNTY

WIDE OPEN OPPORTUNITY

**PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, February 21, 2024
12:09 PM**

BOARD OF DIRECTORS

Chairman Mike Goodman
Director, District 2

Vice-Chairman Jeffrey McClure
Director, District 4

Kevin Cavanaugh
Director, District 1

Stephen Q. Miller
Director, District 3

Jeff Serdy
Director, District 5

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

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

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

The Pinal County Public Health Services District Board of Directors convened at 12:09 p.m. this date. The meeting was called to order by Chairman Goodman.

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

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

(1) CONSENT ITEMS:

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

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

Item Action: Approved Consent Agenda Items A, B, and C as presented

Motion Made By: Supervisor Cavanaugh

Seconded By: Supervisor McClure

To approve Consent Agenda Items A, B, and C as presented

Motion Passed

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

- * A. Discussion/approval/disapproval of Contract Amendment No. 4 to Award Agreement No. CTR059650 between the Arizona Department of Health Services Well Woman Health Check Program and the Pinal County Public Health Services District. This amendment revises and replaces the contract term dates and price sheet to June 30, 2023, to February 14, 2024, for a total not to exceed \$246,725. (Carey Lennon/Merissa Mendoza)
- * B. Discussion/approval/disapproval to accept the 2024 Domestic Trafficking Victim Program Award between the National Children's Alliance and Pinal County Public Health Services District through the Pinal County Board of Supervisors beginning January 1, 2024, ending December 31, 2024, for \$25,870. The Public Health Services District will use the grant to provide training and travel for Family Advocacy Center staff and Multidisciplinary team. Acceptance requires an amendment to the FY 23/24 budget to transfer reserve appropriation from Fund 213 (Grants/Project Contingency) to Fund 82 (Health/Grants) to increase revenue and expenditure appropriations. There is no impact on the General Fund. (Melody Lenhardt/Merissa Mendoza)

- * C. Discussion/approval/disapproval of a Facilities Use Agreement between Sun Life Family Health Center and Pinal County Public Health, through the Pinal County Board of Supervisors beginning December 20, 2023, ending December 31, 2024, for \$240 per month. This agreement will be used by the Public Health Department WIC program to provide WIC services at the Sun Life Health Center in San Manuel. Supervisor District #4. (Steven Ortiz/Merissa Mendoza)

12:10 p.m. – Chairman Goodman adjourned the February 21, 2024, Pinal County Public Health Services District Board of Directors Meeting and reconvened the Pinal County Board of Supervisors Meeting.

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

Mike Goodman, Chairman

ATTEST:

Natasha Kennedy, Clerk of the Board

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

Approval of Minutes: April 3, 2024



PINAL COUNTY

WIDE OPEN OPPORTUNITY

**PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, March 6, 2024
10:48 AM**

BOARD OF DIRECTORS

Chairman Mike Goodman
Director, District 2

Vice-Chairman Jeffrey McClure
Director, District 4

Kevin Cavanaugh
Director, District 1

Stephen Q. Miller
Director, District 3

Jeff Serdy
Director, District 5

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

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

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

The Pinal County Public Health Services District Board of Directors convened at 10:48 a.m. this date. The meeting was called to order by Chairman Goodman.

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

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

(1) **CONSENT ITEMS:**

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

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

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

Motion Made By: Supervisor Cavanaugh

Seconded By: Supervisor McClure

To approve the Pinal County Public Health Services District Consent Agenda Items as presented, A through C.

Motion Passed

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

- * A. Discussion/approval/disapproval of Minutes from February 7, 2024, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)
- * B. Discussion/approval/disapproval of the Intergovernmental Agreement Amendment #1 between Pinal County Public Health Services District and University of Arizona for Infectious Disease Case Investigation Services. This agreement will last for the duration of six months beginning from February 16, 2024, to August 16, 2024. (Kore Redden/Merissa Mendoza)
- * C. Discussion/approval/disapproval of Award Agreement No. CTR068315 under the Sexually Transmitted Infection Investigations program between the Arizona Department of Health Services and Pinal County Health Services District, through the Pinal County Board of Supervisors, beginning January 1, 2024, ending December 31, 2028, for \$83,150. This grant will be used by the Public Health Department for sexually transmitted illness control services. The funding is included in the current budget. (Zia Helgeson-Budrys/Merissa Mendoza)

12:10 p.m. – Chairman Goodman adjourned the March 6, 2024, Pinal County Public Health Services District Board of Directors Meeting and reconvened the Pinal County Board of Supervisors Meeting.

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

Mike Goodman, Chairman

ATTEST:

Natasha Kennedy, Clerk of the Board

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

Approval of Minutes: April 3, 2024



AGENDA ITEM

April 3, 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 Amendment 1 to the Contract under the Family Planning Program between Affirm Sexual and Reproductive Health and Pinal County Public Health Services District, through the Pinal County Board of Supervisors, for supplemental funding in the amount of \$20,400 for reimbursement of program office supplies. The award is included in the FY23/24 budget. No impact to the general fund. (Carey Lennon/Merissa Mendoza)

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

This contract offsets the Public Health Services Districts costs for providing family planning services. The supplemental award will offset equipment and supply costs for services provided in public health clinics. The award is included in the FY 2023/24 budget planning and preparation. There is no impact to the general fund.

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 preventive health services to 2,800 unduplicated, program eligible clients (men/women) and to increase access to family planning for Pinal County residents at our public health clinics.

MOTION:

Approve as presented.

History	Who	Approval
Time		
3/21/2024 4:34 PM	County Attorney	Yes
3/22/2024 9:41 AM	Grants/Hearings	Yes
3/22/2024 2:26 PM	Budget Office	Yes
3/25/2024 3:14 PM	County Manager	Yes
3/25/2024 3:44 PM	Clerk of the Board	Yes

ATTACHMENTS:	
Click to download	
<input type="checkbox"/>	Grant Request
<input type="checkbox"/>	Contract
<input type="checkbox"/>	Contract Amendment 1
<input type="checkbox"/>	Approved wishlist items



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 _____

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

June 22, 2023

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, 2023 through March 31, 2024. Please see below for substantial changes to the Contract.

- 1.2 - client volume decreased to 2,800 unique clients
- 2.1 – Title X Base Funds decreased to \$350,000
- 2.1.1 – Reimbursement-reduction threshold increased to 97%
- Attachment 6 - the Program Standards and Policy Manual completely revised to reflect the Site Monitoring Tool with 2021 Title X Rules, released by Office of Population Affairs in 2022.

To complete the contract process, please:

- Execute the Contract
- If applicable, attach a list of any subcontractors and associated contracts for family planning services (Attachment 8)
- Ensure insurance policies name Arizona Family Health Partnership dba Affirm Sexual and Reproductive Health as an additional insured (Attachment 9)

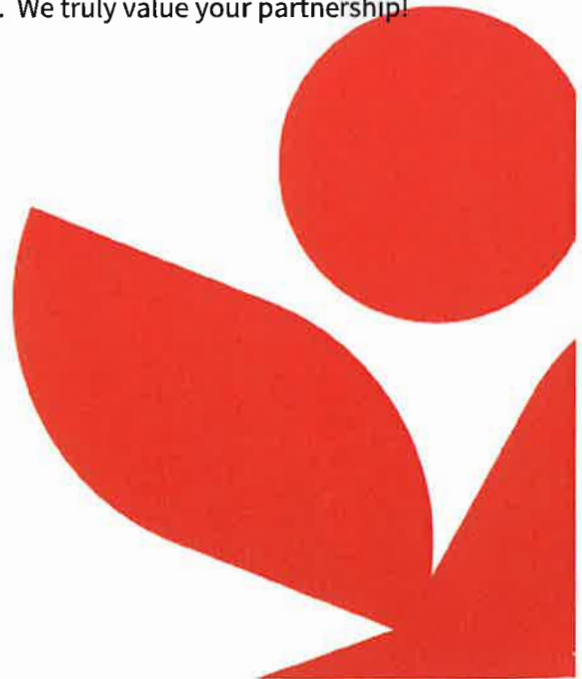
Upon approval of attachments, you will receive a fully executed copy for your records.

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 Karen Martinot.

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 Grant # 5 FPHPA006520-02-00 (the “**Grant**”) dated March 23, 2023, 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, 2023 and terminates March 31, 2024**, 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 2023-2024 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 **\$409,542** (“**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 25th of the month following the end of each calendar quarter. If the 25th 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 "**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 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 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

Jeff Serdy

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

08/02/2023
Date

AFFIRM:


Signature

Brenda L. Thomas, MPA

Chief Executive Officer

Affirm

Aug 10, 2023
Date





Affirm FP Contract 2023-2024 - Pinal BOS signed

Final Audit Report

2023-08-11

Created:	2023-08-10
By:	April McCue (amccue@affirmaz.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6C6MK5MemLBWjCrQn4wcmVdi9FI13bI1

"Affirm FP Contract 2023-2024 - Pinal BOS signed" History

-  Document created by April McCue (amccue@affirmaz.org)
2023-08-10 - 9:13:43 PM GMT
-  Document emailed to Brenda Thomas (bthomas@affirmaz.org) for signature
2023-08-10 - 9:15:40 PM GMT
-  Email viewed by Brenda Thomas (bthomas@affirmaz.org)
2023-08-11 - 0:24:49 AM GMT
-  Document e-signed by Brenda Thomas (bthomas@affirmaz.org)
Signature Date: 2023-08-11 - 0:25:05 AM GMT - Time Source: server
-  Agreement completed.
2023-08-11 - 0:25:05 AM GMT

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***”) dated **August 10, 2023**, 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 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 terms of the Contract.

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 2.1 Reimbursement. The defined term Reimbursement Award appearing in Section 2.1 of the Contract is amended to read as follows:

The total Reimbursement payments by Affirm will not exceed **\$370,400** (“***Reimbursement Award***”) including **\$20,400** of supplemental funding for reimbursement of program office supplies. Affirm will reimburse the Contractor the supplemental award upon receipt of invoices demonstrating approved items have been purchased.

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 intentionally left blank]

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

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

Date

Signature

Brenda L. Thomas, MPA

Chief Executive Officer

Affirm

Date

Clinic	Item	Cost	Received Date
Apache Junction	Rolling side table - Amazon For exam room for clients personal items	\$40.71	
	Partphoner Floor Lamp - Amazon \$30 Nurse's station	\$32.00	
	Coat rack - Amazon \$18 Nurse's station	\$20.00	
	(3) Staples Lockland Ergonomic Leather Managers Big & Tall Chair \$199.99	\$654.00	
	Mind Reader Tilt Adjustable Ergonomic Foot Rest; Amazon \$28 - NP office	\$31.00	
	(3) Bently III Oscillating Wall Fan #205948172; Model #AM183W-NI; Store SKU 1001854929 \$138 , Patient exam rooms	\$547.75	
Casa Grande	(3) Bently III Oscillating Wall Fan #205948172; Model #AM183W-NI; Store SKU 1001854929 \$138 , Patient exam rooms	\$547.75	
	(3) Staples Traymore Manager Chair Black (pg 319) #24328571; STP-53245 \$104.43 each	\$313.29	
	Sadie High-Back Task Chair	\$255.99	
	(2) Guohong Heavy Duty Sign Stand- Amazon \$40 Client signage in lobby	\$72.55	
	(2) Fellows Workstation File Organizer - Amazon #68112 \$14.04 each Front office	\$30.16	
	Wall mounted brochure holders , To hold patient brochures	\$198.23	
Maricopa		\$22.43	
	Wall Mounted File Holders , To hold patient brochures		
	(2) Staples Osgood Chair; Staples #923523 Mfr#STP21076 Color Black \$179.99 each	\$359.98	
	(3) Pap lights Exam light-Welch Allyn 44400 - #712207 \$513.74 each	\$1,541.22	
	(3) Bently III Oscillating Wall Fan #205948172; Model #AM183W-NI; Store SKU 1001854929 \$138 , Client rooms	\$547.75	
	(3) Paramed Blood Pressure Monitor - Amazon \$33	\$93.00	
San Tan Valley Clinic	(2) McKesson Blood Drawing Chair Lab X Series Padded Flip Up Arm warm gray; McKesson # 1056983; Mfg # 66010-3WVG \$849.59 each - Patient exam rooms	\$1,699.18	
Carey Lennon	Blind for half window for privacy - front desk window for privacy when clients walk by and can see computer monitors	\$7.46	
	Pen Holder Front desk	\$23.46	
For all clinics	x1 Contraceptive Technology edition 22; Amazon \$107	\$114.17	
	(6) DS ledsign P5 39"x14" Programmable LED sign Scrolling Message Digital Board Indoor Full Color LED Advertising Sign Support WiFi &USB \$340	\$2,231.28	
	\$5 gift cards for I&E reviews x70 (ex Coffee Starbucks, Dutch Bros)	\$350.00	Not Approved
Coolidge	Swag bags and incentives with Affirm logo	\$5,000.00	
	Teen Cart Supplies: Swag items for them to take; stickers,pads, tampons, condoms, some goodies	\$5,000.00	
	(3) Bently III Oscillating Wall Fan #205948172; Model #AM183W-NI; Store SKU 1001854929 \$138 , client exam rooms	\$547.75	
	Yoobure 4-Tier Corner Bookshelf - client waiting room	\$38.40	
	Kurrajong Farmhouse Artificial Plant - client waiting room	\$29.84	
	Biuteawal 3 Pieces Cowboy Wall Art American	\$62.84	
	FuShyre 4 Piece Route 66 Canvas Wall Art	\$57.63	
	Nachic Wall 3 Piece Canvas Wall Art	\$72.53	
	Biuteawal - 3 Pieces Canvas Prints American West Rodeo	\$57.44	
Oracle	DOARTDO Desert Succulent Wall Art	\$106.69	
	Ridlo Seasonal Wall Art Canvas Prints Sunrise at Sea Painting	\$96.02	Not Approved, not a Title X Site
	Little Oscillating Tower Fan with Remote, Electric Standing Tower - front office	\$42.67	Not Approved, not a Title X Site
	Staples La-Z-Boy Sutherland Ergonomic Computer Chair	\$319.99	Not Approved, not a Title X Site
	Fellows Premium ImageLast Thermal Laminating Pouches	\$37.39	Not Approved, not a Title X Site
	Fellows Gallery 125 Thermal & Cold Laminator, 12.5" Width, Silver/Black (5729101)	\$223.44	Not Approved, not a Title X Site
	(3) Bently III Oscillating Wall Fan #205948172; Model #AM183W-NI; Store SKU 1001854929 \$138 , client exam rooms	\$365.17	Not Approved, not a Title X Site

approved total **\$20,356**



AGENDA ITEM

April 3, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

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

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

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

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:

[Click to download](#)

No Attachments Available



AGENDA ITEM

April 3, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Meeting Notice of Posting

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

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

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:

Click to download

☐ [Notice of Posting](#)



PINAL COUNTY
WIDE OPEN OPPORTUNITY

MEETING NOTICE OF POSTING

STATE OF ARIZONA

COUNTY OF PINAL

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

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

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

Pursuant to A.R.S. 38-431.02 notice is hereby given that the Pinal County Board of Supervisors and Pinal County Board of Directors will hold a Regular meeting on **Wednesday, April 3, 2024 at 9:30 AM** in the Board Hearing Room, 1891 Historic Courthouse, Administrative Complex, located at 135 N. Pinal Street, Florence, Arizona 85132. The public will have physical access to the meeting room at 9:15 AM.

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

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

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

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

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

I hereby further certify that I caused to be posted this Friday, March 29, 2024, around 11:00 AM the Regular Agenda, and Public Health Service District Agenda, and Executive Session as follows:

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Official Pinal County, Arizona Seal this 29th day of March, 2024.



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

CLERK OF THE BOARD OF SUPERVISORS

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