



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Award  Contract  Grant

Requested Board Meeting Date: March 6, 2018

\* = *Mandatory, information must be provided*

or Procurement Director Award

**\*Contractor/Vendor Name/Grantor (DBA):**

Arizona Family Health Partnership (AFHP)

**\*Project Title/Description:**

AFHP Family Planning Program/Chlamydia Performance Improvement Project. The Arizona Family Health Partnership (AFHP) was awarded a grant at the beginning of 2017 by the Arizona Department of Health Services (ADHS) to increase the number of people tested for Chlamydia in the state of Arizona. ADHS receives funding each year from the Centers for Disease Control (CDC) to do work with Sexually Transmitted Disease (STD) prevention, and a piece of that funding was awarded to AFHP for this project. As part of the Chlamydia grant, AFHP will be working with other Arizona agencies, including the Pima County Health Department, to improve Chlamydia testing rates by identifying current barriers to screening and seeking solutions for each unique agency.

The grant being amended is attached for reference.

**\*Purpose:**

The purpose of the Chlamydia Performance Improvement Project is to increase the capacity of partners throughout the state of Arizona to succeed in providing universal screening to clients, especially young women and adolescents, by identifying barriers to screening, providing technical assistance, and working on solutions to improve the screening process for clients, and thus reduce the rates of Chlamydia. Amendment #2 extends the funding period for Chlamydia testing through March 2018 and adds \$8,095 for testing in January - March 2018.

**\*Procurement Method:**

Not applicable - grant award

**\*Program Goals/Predicted Outcomes:**

Goal: The primary focus of the project is increasing screening rates for Chlamydia for young women ages 24 and under.

Objectives include:

- Educate clients on the importance of Chlamydia screening
- Build the capacity of Pima County Health Department staff to provide Chlamydia screening to target population
- Decrease overall Chlamydia rates among women ages 24 and under in Pima County

**\*Public Benefit:**

According to 2014 data, Chlamydia rates continue to increase in Pima County. Access to timely screening and treatment services not only decreases the chances of continued spread of the disease, but also decreases health issues such as chronic pelvic pain, tubal pregnancies and, in the long run, infertility. Chlamydia is the most common reportable STD in Pima County.

**\*Metrics Available to Measure Performance:**

- Appropriate screening is done for sexually transmitted diseases
- Follow up of positive screenings is done in accordance with the latest clinical guidelines
- Hours and locations of clinics ensure easy access by the target population
- Chlamydia screening numbers are reported on a monthly basis
- Technical assistance is provided to staff when needed

**\*Retroactive:**

Yes. Amendment #2 funding begins January 1, 2018. The Amendment document was received from AFHP on February 9, 2018. If this Amendment is not accepted, the Health Department will not receive funding for Chlamydia screening during the first three months of 2018.

**Contract / Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required:**

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?  Yes  No

**\*Is the Contract to a vendor or subrecipient?**

Were insurance or indemnity clauses modified?  Yes  No

If Yes, attach Risk's approval

Vendor is using a Social Security Number?  Yes  No

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense or  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included?  Yes  No If Yes \$ \_\_\_\_\_

**\*Funding Source(s) required:**

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)  Award  Amendment

Document Type: GTAM Department Code: HD Grant Number (i.e., 15-123): 18-31

Effective Date: 01/01/2018 Termination Date: 03/31/2018 Amendment Number: 02

Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ 8,095

**\*All Funding Source(s) required:** Title X of the Public Health Service Act (federal funding) via Arizona Family Health Partnership

**\*Match funding from General Fund?**  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**\*Match funding from other sources?**  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**\*Funding Source:** \_\_\_\_\_

**\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** via AFHP

Contact: Sharon Grant

Department: Health Telephone: 724-7842

Department Director Signature/Date: Mary Jo Lanning 2.14.2018

Deputy County Administrator Signature/Date: Shirley 2/21/18

County Administrator Signature/Date: C. DeBartolo 2/21/18

(Required for Board Agenda/Addendum Items)

**AMENDED AND RESTATED ADDENDUM TO THE  
ARIZONA FAMILY HEALTH PARTNERSHIP  
FAMILY PLANNING PROGRAM CONTRACT**

The following additional terms and conditions are added as part of the Arizona Family Health Partnership Family Planning Program Contract dated **June 20, 2017** (the "**Contract**"), between the Arizona Family Health Partnership, an Arizona not-for-profit corporation (the "**Partnership**"), and **Pima County Health Department** (the "**Contractor**"). The Partnership or the Contractor may be referred to individually as the "**Party**" or collectively the "**Parties**". This Amended and Restated Addendum to the Contract is referred to as this "**Addendum**".

RECITALS

**WHEREAS**, the Parties previously entered into an addendum to the Contract and a subsequent amendment to that addendum (collectively the "**Previous Addendum**");

**WHEREAS**, the Parties have modified the Previous Addendum to the form and content of this Addendum;

**WHEREAS**, the Partnership has received Grant # ADHS17-157599 (the "**Chlamydia Grant**") dated January 19, 2017, from the Arizona Department of Health Services ("**ADHS**"),

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

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

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

AGREEMENT

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

1. **Term**. This Addendum will apply on **January 1, 2018 and terminate March 31, 2018**, unless earlier terminated or amended pursuant the terms of the Contract (the "**Addendum Term**").
2. **Services and Standards**. The Contractor will provide Chlamydia Screening Services to clients in the Target Population in accordance with the Center for Disease Control's 2015 Sexually Transmitted Diseases Treatment Guidelines (available at <https://www.cdc.gov/std/tg2015/chlamydia.htm>). Contractor will participate in meetings and monitoring activities required by the Partnership.
3. **Consideration**. The Partnership will pay the Contractor **\$12.40** for each chlamydia test or combination chlamydia/gonorrhea test the Contractor performs (collectively "**Chlamydia Test**") for

uninsured clients in the Target Population. The Partnership will pay the Contractor **\$20.00** for each Chlamydia Treatment the Contractor performs for uninsured clients in the Target Population.

4. Performance Incentive Compensation. The total number of unique clients in the Target Population who are seen by the Contractor during the Addendum Term will be referred to as the "**Total Clients**". At the end of the Addendum Term the Partnership will pay the Contractor:

4.1 **\$1** for each Chlamydia Test that brings the total number of Chlamydia Tests performed during the Term equal to or greater than 56% but not greater than 65% of the Total Clients; and

4.2 **\$2.50** for each Chlamydia Test that brings the total number of Chlamydia Tests performed during the Term equal to or greater than 66% but not greater than 75% of the Total Clients; and

4.3 **\$4.50** for each Chlamydia Test that brings the total number of Chlamydia Tests performed during the Term equal to or greater than 76% of the Total Clients.

For example, if the Contractor has provided Chlamydia Screening Services to 100 Total Clients and performs 76 Chlamydia Tests, the Partnership will pay the Contractors \$10 (per 4.1), \$25 (per 4.2), and \$4.50 (per 4.3) for a total performance incentive compensation of \$39.50. Such amounts will be in addition to the \$12.40 for each Chlamydia Test performed for uninsured clients in the Target Population, per Section 3.

5. Payment of Consideration. Notwithstanding the foregoing, the total consideration payable to the Contractor pursuant to this Addendum may not exceed **\$8,095**. All payments payable pursuant to this Addendum are contingent on the following conditions, and will be made within 30 days of delivery of the last report due under this Section:

5.1 The Contractor providing the encounter data prescribed by the Contract;

5.2 The Contractor providing sufficient records of the Chlamydia Screening Services provided by the Contractor, including completed Management Logs in the form attached as **Addendum Attachment 1**, for the relevant quarter, on or before the 20<sup>th</sup> day following the end of each calendar quarter;

5.3 The Contractor providing the completed Encounter Treatment Data, in the form attached as **Addendum Attachment 2**, on or before the 25<sup>th</sup> day following the end of each calendar quarter, for every uninsured member of the Target Population who receives Chlamydia Treatment;

5.4 The Contractor providing the completed Request for Chlamydia Screening Project Funds form, attached as **Addendum Attachment 3**, for the relevant quarter, on or before the 25<sup>th</sup> day following the end of each calendar quarter;

5.5 The Contractor's satisfactory performance of the Chlamydia Screening Services, in the Partnership's sole determination; and

5.6 The Partnership's receipt of the Chlamydia Grant.

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

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

8. 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 Chlamydia Screening Services and this Contract for a period of at least three (3) years from termination of the Addendum Term unless longer required by ADHS or applicable law. If an audit, litigation, or other action involving the records associated with Chlamydia Screening Services 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 the Partnership, 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 the Partnership and/or ADHS to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of Chlamydia Screening Services delivered under this Contract and to assess the Contractor's compliance with applicable legal and programmatic requirements.

9. Litigation. The Contractor will notify the Partnership within thirty (30) days of notice of any litigation, claim, negotiation, audit or other action involving the Chlamydia Screening Services, occurring during the Addendum Term or within four (4) years after the expiration of the Addendum 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 years after the end of the Addendum Term, whichever is later.

10. Indemnification. In addition to the indemnifications provided in the Contract, and to the extent permitted by law, the Contractor agrees to reimburse the Partnership for any monies which the Partnership is required to pay to 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 Chlamydia Screening Services in accordance with this Addendum or, local, state, or federal laws and regulations. The Partnership 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 the Partnership. The indemnification provided herein will survive the termination of this Addendum.

11. Previous Addendum. This Addendum supersedes, amends, and replaces the Previous Addendum in its entirety.

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

13. Governing Law. Any action relating to this Addendum will be brought in a court of the State of Arizona in the county in which the Chlamydia Screening Services are provided, unless otherwise prohibited by prevailing federal law.

14. Intangible Property and Copyright. The Contractor will ensure that publications developed while providing the Chlamydia Screening Services do not contain information that is contrary to ADHS policies or to accepted clinical practice. Chlamydia Grant support must be acknowledged in any publication.

15. Contract. The Contract remains in full force and effect. In the event of any conflict between this Addendum and the Contract, the terms of this Addendum will govern for matters related to the Chlamydia Screening Services. The terms of the Contract will govern in all other cases.

16. Severability. If any provision of this Addendum is declared void or unenforceable, such provision will be deemed severed from this Addendum, which will otherwise remain in full force and effect. If any provision of this Addendum 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.

17. Execution. This Addendum 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 Addendum 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 Addendum on the Date provided below.

**CONTRACTOR:**

**PARTNERSHIP:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Richard Elías

Brenda L. Thomas, MPA

Chairman, Board of Supervisors

Chief Executive Officer

Pima County

Arizona Family Health Partnership

86-6000543

\_\_\_\_\_  
Contractor ID Number (EIN)

\_\_\_\_\_  
Date

Nine Digit DUNS#: 144733792

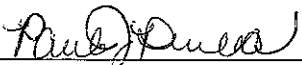
DUNS Registered Name: Pima County

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk, Board of Supervisors

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy County Attorney

REVIEWED BY:

  
\_\_\_\_\_  
Pima County Health Department





**Management Log - Quarterly Performance Report**

	<b>Baseline (CY 2017)</b>	<b>Jan-Mar 2018</b>	<b>Jan-June 2018</b>	<b>Jan-Sept 2018</b>	<b>Jan-Dec 2018</b>
<b>By 12/31/2018, (Insert Agency Name) will increase CT screening among females 24 and younger from ___% to ___%.</b>					

Numerator: Number of unduplicated female clients 24 and younger that had at least one CT test during measurement period

Denominator: Number of unduplicated female clients 24 and younger seen during measurement period





## Arizona Family Health Partnership Request for Chlamydia Screening Project Funds

Agency:

Reporting Period From:  To:

This is a request for : Advance Funds  Reimbursement

		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
CT Tests for Uninsured					\$ -	\$ -	#DIV/0!
CT Treatment for Uninsured					\$ -	\$ -	#DIV/0!
					\$ -	\$ -	#DIV/0!
					\$ -	\$ -	#DIV/0!
<b>Total</b>		\$ -	\$ -	\$ -	\$ -	\$ -	

\*To be determined by agency and verified by AFHP

**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 \_\_\_\_\_

AFHP Program Dept Use Only	AFHP Accounting use only
<b>AFHP Program Manager Certification</b>	
<input style="width: 100%; height: 20px;" type="checkbox"/>	Performance satisfactory for payment
<input style="width: 100%; height: 20px;" type="checkbox"/>	Performance unsatisfactory withhold payment
<input style="width: 100%; height: 20px;" type="checkbox"/>	Incorrect invoice, returned for clarification
<input style="width: 100%; height: 20px;" type="checkbox"/>	No payment due
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/> Date invoice recorded in QB
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/> Date of drawdown
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/> AFHP check #
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/> Date of check
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/> Title X report updated
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/> Date of ACH deposit
<b>Program Manager Signature</b>	<b>Business Office Signature</b>
<b>Date</b>	<b>Date</b>

**ARIZONA FAMILY HEALTH PARTNERSHIP  
FAMILY PLANNING PROGRAM CONTRACT**

This ARIZONA FAMILY HEALTH PARTNERSHIP FAMILY PLANNING PROGRAM CONTRACT (the "*Contract*") is entered into by and between the Arizona Family Health Partnership, an Arizona not-for-profit corporation (the "*Partnership*"), and Pima County Health Department (the "*Contractor*"). The Partnership or the Contractor may be referred to individually as the "*Party*" or collectively the "*Parties*".

**RECITALS**

**WHEREAS**, the Partnership has received Grant # 5 FPHPA096240-02-0 (the "*Grant*") dated January 19, 2017, 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, the Partnership and the Contractor agree as follows:

**ARTICLE I  
TERM AND STATEMENT OF WORK**

1.1 **Term**. The Contract will begin on April 1, 2017 and terminates September 30, 2017, unless earlier terminated or amended pursuant to Article VI (the "*Term*").

1.2 **Services and Standards**. The Contractor will provide 3,250 unduplicated clients the comprehensive sexual and reproductive services identified in the AFHP 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 2017-2018 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 Program Requirements for Title X Funded Family Planning Projects (the "*Program Requirements*") attached as Attachment 5;

1.2.5 OPA Program Policy Notices ("*Program Notices*") attached as Attachment 6;

1.2.6 The Partnership's Title X Program Standards and Policy Manual (the "*Manual*"), attached as Attachment 7; and

1.2.7 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 8. All subcontractors and/or consultants must be insured, as required herein, and comply with Title X, the Title X Regulations, the Program Requirements, the Manual, Program Notices, and any other applicable laws and requirements.

## ARTICLE II REIMBURSEMENT

2.1 Reimbursement. The Partnership 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 the Partnership will not exceed \$366,564 ("*Reimbursement Award*"). The Contractor will not receive any Reimbursement until it identifies in writing and submits to the Partnership the source and allocation of an additional \$366,564 ("*Contractor Contribution*") to satisfy its Budget, contingent upon availability of Pima County general funds. The Contractor Contribution must: (i) be from non-Federal funds, excluding Title V; (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, Title V (MCH Block Grant) funds, 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 the Partnership's sole discretion; and (ii) the Partnership'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 AFHP 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 AFHP Agency Health Center Report, the base Reimbursement will be reduced by \$112 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 Partnership Request for Title X Contract Funds Form (the "*Reimbursement Request*") to the Partnership, indicating the total funds used during that period. The Reimbursement Request is attached as Attachment 9. Within 30 days of receipt and approval of the Reimbursement Request and quarterly financial report as described in 2.2.2 by the Partnership, the Partnership 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, the Partnership may, upon reasonable notice, suspend Reimbursement until such reports are delivered to and approved by the Partnership:

2.2.1 Encounter Data Report. The Contractor will submit encounter data through the Partnership'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 in the Partnership's Data Manual, Submission Guidelines and Codebook, as defined in the Manual.

2.2.2 Financial Reports. The Contractor will submit monthly or quarterly financial reports through the Partnership's Program Information Management System (PIMS). The Contractor will furnish the Partnership 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, the Partnership, 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 fund used to perform sterilization;

2.3.3 Indirect costs over 15% 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 CFR 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 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 legislative itself, 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 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 Actions, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for formal 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; or

2.3.7 Advocating or promoting gun control.

2.4 Return of Disallowed Costs and Appeal. If the Partnership determines that the Contractor has spent Reimbursement funds on Disallowed Costs, the Contractor will remit to the Partnership any such amounts. If the Contractor fails to remit such amounts within 30 days of notice of the Disallowed Costs from the Partnership, the Partnership may offset such amount against future funding obligations by the Partnership 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, the Partnership may pursue appropriate administrative appeals to DHHS. In the event the Partnership elects to pursue such administrative appeals, the Contractor will pay into an escrow account such amount as the Partnership deems appropriate to cover the Disallowed Costs and appeal costs, including attorney's fees and interest penalties. The Contractor agrees to cooperate fully with the Partnership 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. The Partnership 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, the Partnership may reallocate the Reimbursement Award to ensure that funds are expended efficiently. The Partnership 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, the Partnership 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.

2.6 IHS Funding. Clients receiving Family Planning Services under IHS/638 are considered uninsured, as defined by 45 CFR Part 75.2. IHS funding is not considered program income and the Contractor is not required to directly document the level of support coming from the 638 award.

### ARTICLE III THE CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the Partnership 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, Program Requirements, and Manual, and fully understands the Partnership's and Title X requirements for receiving Reimbursement. Contractor has also reviewed the 2017 Title X Program Priorities and Key Issues, as provided by DHHS. 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 the Partnership in writing.

3.3 HIPAA Compliance. 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.

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 the Partnership. 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, Regulations, Manual, and Program Requirements. The Contractor will abide by the requirements of Title X, the Title X Regulations, the Manual, Program Notices, and the Program Requirements, which are incorporated as material terms of this Contract. As a recipient of federal funds, the Contractor is also required 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 CFR Part 200.310-316 and 45 CFR Part 75.317-323, as applicable, and related DHHS policies;

4.1.2 The Transparency Act (2 CFR Part 170);

4.1.3 2 CFR Part 200 or 45 CFR 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, 2012 (Public Law 112-74), enacted December 23, 2011, all subsequent Continuing Resolutions for FY 2016, and Continuing Resolution(s) thus far for FY 2017; and

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.

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 the Partnership. 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 the Partnership 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 the Partnership 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 the Partnership submission of the annual financial report covering the Reimbursement awarded hereunder, or such other period as may be specifically required by 2 CFR Part 200.333 and 45 CFR Part 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 the Partnership, 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 the Partnership or DHHS.

4.4.3 The Contractor agrees to permit the Partnership 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 the Partnership identifies and notifies the Contractor of the Contractor's non-compliance with the terms of this Contract, or in providing the Family Planning

Services, the Partnership will notify the Contractor of such deficiencies. The Partnership, in its sole discretion, may offer to provide technical assistance to the Contractor to correct or eliminate such deficiencies. Additionally, the Partnership 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. Non-governmental contractors Audit will be conducted in accordance with 2 CFR part 200 sub Part F. The Contractor will provide to the Partnership 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 the Partnership 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, the Partnership 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 the Partnership.

4.5 Litigation. The Contractor will notify the Partnership within 30 days of notice of any litigation, claim, negotiation, audit or other action 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.

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 the Partnership or DHHS. The Partnership 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 the Partnership, 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 the Partnership.

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 <http://www.brsa.gov/opa/programrequirements/>, and incorporated herein by this reference.

4.8 Required Meetings. The Contractor must participate in three (3) meetings with the Partnership held during the Term of this Contract. The Contractor's staff attending such meetings must be persons with managerial responsibilities related to the Contract and must attend a minimum of two meetings in person. Staff may participate in the remainder of the meetings by teleconference or webinar.

Additionally, one family planning clinician must attend a clinician training that will coincide with one of the in-person 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 10. The insurance policies referred to above must name the Partnership as an additional insured under each policy. The Contractor will promptly provide the Partnership 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 the Partnership 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 the Partnership for any monies which the Partnership 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. The Partnership 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 the Partnership. 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 the Partnership any unencumbered balance of cash 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 the Partnership, become the Partnership's property or be disposed of in accordance with the Partnership's procedures or instructions. Final payment to the Contractor, if applicable, is contingent upon the Contractor completing closeout procedures as detailed in the Partnership'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 the Partnership signifying the effective date thereof. The Contractor may terminate this Contract for any other reason by providing the Partnership 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 the Partnership. The Partnership 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. The Partnership 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 the Partnership does not provide a cure period or if Contractor does not cure all deficiencies within the time specified by the Partnership, the Contract will be terminated. Despite any termination hereunder, the Contractor will not be relieved of liability to the Partnership for damages sustained by the Partnership by virtue of any material breach of this Contract by the Contractor. The Partnership may withhold any reimbursement to the Contractor for the purpose of offset until such time as the exact amount of damages, if any, due the Partnership from the Contractor is agreed upon or otherwise determined.

6.1.3 Termination or Reduction of DHHS Funding. As of January 19, 2017, the Partnership has been informed by DHHS that the Grant provides funding through September 30, 2017. However, the Partnership has also been informed by DHHS that such funding may be subject to adjustment in the Fiscal Year 2017 U.S. Federal appropriation process. Thus, in the event any DHHS funding is reduced, terminated or otherwise negatively altered (including any change or limitation upon whom the Partnership may pay or distribute monies to under this Contract), whether before or after this Contract is effective, the Partnership 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, the

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

6.1.4 Termination due to Non-Appropriation. Notwithstanding any other provisions in this Contract, this Contract may be terminated by the Partnership 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 the Partnership of its inability to appropriate the requisite funds and the Partnership 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 the Partnership obtains additional Grant funding for periods after September 30, 2017, the Contractor may request to extend the Term by updating the annual application forms and submit them through the Partnership'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 the Partnership, 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, AFHP Agency Health Center Report, Client Data Summary, and Budget. The Partnership 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 the Partnership 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 the Partnership for approval prior to implementation.

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

## ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Nonexclusivity. That this Contract is nonexclusive in nature, and the Partnership 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 Partnership grant support must be acknowledged in any publication. The Contractor will obtain pre-approval from the Partnership for publications resulting from activities conducted under this Contract. The Contractor will also provide all publications referencing the Partnership to the Partnership 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 the Partnership to reproduce, publish, or otherwise use such materials for Federal or the Partnership 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 the Partnership will be addressed to:  
Chief Executive Officer  
Arizona Family Health Partnership  
3101 N. Central Avenue  
Suite 1120  
Phoenix, Arizona 85012

Notices to the Contractor will be addressed to:  
Erica L. Smith  
Program Manager, Sr.  
Pima County Health Department  
3950 S. Country Club Rd.  
Suite 100  
Tucson, AZ 85714

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.

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

**CONTRACTOR:**

  
Signature

Sharon Bronson

Chair, Board of Supervisors

Pima County


86-6000543  
Contractor ID Number (EIN)

Nine Digit DUNS#: 144733792

DUNS Registered Name: Pima County

JUN 06 2017  
Date

**PARTNERSHIP:**

  
Signature

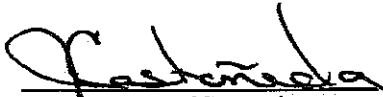
Brenda L. Thomas, MPA

Chief Executive Officer

Arizona Family Health Partnership

6-20-17  
Date

**ATTEST:**

  
Clerk, Board of Supervisors

**APPROVED AS TO FORM:**

  
Deputy County Attorney

**REVIEWED BY:**

  
Pima County Health Department



**ADDENDUM TO THE ARIZONA FAMILY HEALTH PARTNERSHIP  
FAMILY PLANNING PROGRAM CONTRACT**

The following additional terms and conditions are added as part of the Arizona Family Health Partnership Family Planning Program Contract (the "*Contract*") dated 6-10-17, between the Arizona Family Health Partnership, an Arizona not-for-profit corporation (the "*Partnership*"), and Pima County Health Department (the "*Contractor*"). The Partnership or the Contractor may be referred to individually as the "*Party*" or collectively the "*Parties*". This addendum to the Contract is referred to as this "*Addendum*".

**RECITALS**

**WHEREAS**, the Partnership has received Grant # ADHS17-00006489 (the "*Chlamydia Grant*") dated January 19, 2017, from the Arizona Department of Health Services ("*ADHS*"),

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

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

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

**AGREEMENT**

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

1. **Term**. This Addendum will apply on April 1, 2017 and terminate September 30, 2017, unless earlier terminated or amended pursuant to the terms of the Contract (the "*Addendum Term*").
2. **Services and Standards**. The Contractor will provide Chlamydia Screening Services to clients in the Target Population in accordance with the Center for Disease Control's 2015 Sexually Transmitted Diseases Treatment Guidelines (available at <https://www.cdc.gov/std/tg2015/chlamydia.htm>). Contractor will participate in meetings and monitoring activities required by the Partnership.
3. **Consideration**. The Partnership will pay the Contractor \$12.40 for each chlamydia test or combination chlamydia/gonorrhea test the Contractor performs (collectively "*Chlamydia Test*") for uninsured clients in the Target Population. The Partnership will make such payment for Chlamydia Tests performed by the Contractor on a quarterly basis.
4. **Performance Incentive Compensation**. The total number of unique clients in the Target Population who are seen by the Contractor during the Addendum Term will be referred to as the "*Total Clients*". At the end of the Addendum Term the Partnership will pay the Contractor:

4.1 \$1 for each Chlamydia Test that brings the total number of Chlamydia Tests performed during the Term equal to or greater than 56% but not greater than 65% of the Total Clients; and

4.2 \$2.50 for each Chlamydia Test that brings the total number of Chlamydia Tests performed during the Term equal to or greater than 66% but not greater than 75% of the Total Clients; and

4.3 \$4.50 for each Chlamydia Test that brings the total number of Chlamydia Tests performed during the Term equal to or greater than 76% of the Total Clients.

For example, if the Contractor has provided Chlamydia Screening Services to 100 Total Clients and performs 76 Chlamydia Tests, the Partnership will pay the Contractors \$10 (per 4.1), \$25 (per 4.2), and \$4.50 (per 4.3) for a total performance incentive compensation of \$39.50. Such amounts will be in addition to the \$12.40 for each Chlamydia Test performed for uninsured clients in the Target Population, per Section 3.

5. Payment of Consideration. The total maximum consideration payable to the Contractor pursuant to this Addendum is \$34,166. Any payment specified to be made quarterly will be made within 30 days of receipt and approval of any Reimbursement Request and accompanying encounter data required by the Contract for the relevant quarter. Any payment specified to be made at the expiration of the Addendum Term will be made within 30 days of receipt of the last Reimbursement Request and accompany encounter data required by the Contract, due after the expiration of the Addendum Term. Payment of any amounts under this Addendum is contingent on:

5.1 The Contractor providing the above-mentioned Reimbursement Request and accompanying encounter data;

5.2 The Contractor providing sufficient records of the Chlamydia Screening Services provided by the Contractor, including completed "Management Logs", in the form attached as Addendum Attachment 1. The initial Management Logs will be due on April 30, 2017. The quarterly Management Logs will be due on or before July 21, 2017, and October 20, 2017 respectively;

5.3 The Contractor's satisfactory performance of the Chlamydia Screening Services, in the Partnership's sole determination; and

5.4 The Partnership's receipt of the Chlamydia Grant.

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

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

8. 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 Chlamydia Screening Services and this Contract for a period of at least three (3) years from termination of the Addendum Term unless longer required by ADHS or applicable law. If an audit, litigation, or other action involving the records associated with Chlamydia Screening Services 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 the Partnership, 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 the Partnership and/or ADHS to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of Chlamydia Screening Services delivered under this Contract and to assess the Contractor's compliance with applicable legal and programmatic requirements.

9. Litigation. The Contractor will notify the Partnership within thirty (30) days of notice of any litigation, claim, negotiation, audit or other action involving the Chlamydia Screening Services, occurring during the Addendum Term or within four (4) years after the expiration of the Addendum 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 Addendum Term, whichever is later.

10. Indemnification. In addition to the indemnifications provided in the Contract, and to the extent permitted by law, the Contractor agrees to reimburse the Partnership for any monies which the Partnership is required to pay to 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 Chlamydia Screening Services in accordance with this Addendum or, local, state, or federal laws and regulations. The Partnership 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 the Partnership. The indemnification provided herein will survive the termination of this Addendum.

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

12. Governing Law. Any action relating to this Addendum will be brought in a court of the State of Arizona in the county in which the Chlamydia Screening Services are provided, unless otherwise prohibited by prevailing federal law.

13. Intangible Property and Copyright. The Contractor will ensure that publications developed while providing the Chlamydia Screening Services do not contain information that is contrary to ADHS policies or to accepted clinical practice. Chlamydia Grant support must be acknowledged in any publication.

14. Contract. The Contract remains in full force and effect. In the event of any conflict between this Addendum and the Contract, the terms of this Addendum will govern for matters related to the Chlamydia Screening Services. The terms of the Contract will govern in all other cases.

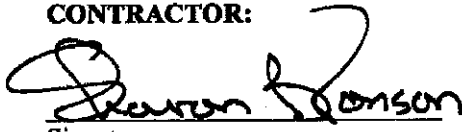
15. Severability. If any provision of this Addendum is declared void or unenforceable, such provision will be deemed severed from this Addendum, which will otherwise remain in full force and

effect. If any provision of this Addendum 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.

16. **Execution.** This Addendum 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 Addendum 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 Addendum on the Date provided below.

**CONTRACTOR:**

  
Signature

Sharon Bronson

Chair, Board of Supervisors

Pima County

86-6000543

Contractor ID Number (EIN)

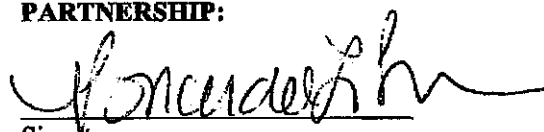
Nine Digit DUNS#: 144733792

DUNS Registered Name: Pima County

JUN 06 2017

Date

**PARTNERSHIP:**

  
Signature

Brenda L. Thomas, MPA

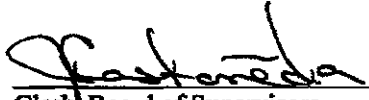
Chief Executive Officer

Arizona Family Health Partnership

6-20-17

Date

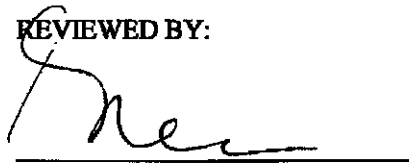
ATTEST:

  
Clerk, Board of Supervisors

APPROVED AS TO FORM:

  
Deputy County Attorney

REVIEWED BY:

  
Pima County Health Department



## AFHP AGENCY HEALTH CENTER REPORT

**Agency Name :** Pima County Health Department  
**Grant Name:** ARIZONA GRANT  
**Revised Date :** 02/28/2017  
**Date :** 03/16/2017

Name	Address	Office Hours	Clinic Hours	Number of Clients	Status	Applied Years
<b>Theresa Lee Public Health Center</b>	<b>Address :</b> 1493 W. Commerce Court <b>City :</b> Tucson <b>State :</b> Arizona <b>ZipCode :</b> 85746 <b>Phone Number :</b> 5207247900	Monday - 08:00 AM to 05:00 PM Tuesday - 08:00 AM to 05:00 PM Wednesday - 08:00 AM to 05:00 PM Thursday - 08:00 AM to 05:00 PM Friday - 08:00 AM to 05:00 PM	Monday - 08:00 AM to 05:00 PM Tuesday - 08:00 AM to 05:00 PM Wednesday - 08:00 AM to 05:00 PM Thursday - 08:00 AM to 05:00 PM Friday - 08:00 AM to 05:00 PM	2665	Opened	2015, 2016, 2017, 2018
<b>South Clinic</b>	<b>Address :</b> 175 W. Irvington <b>City :</b> Tucson <b>State :</b> Arizona <b>ZipCode :</b> 85714 <b>Phone Number :</b> 5202942026	Monday - 08:00 AM to 05:00 PM Tuesday - 08:00 AM to 05:00 PM Wednesday - 08:00 AM to 05:00 PM Thursday - 08:00 AM to 05:00 PM Friday - 08:00 AM to 05:00 PM	Monday - 08:00 AM to 05:00 PM Tuesday - 08:00 AM to 05:00 PM Wednesday - 08:00 AM to 05:00 PM Thursday - 08:00 AM to 05:00 PM Friday - 08:00 AM to 05:00 PM		Closed (31st December, 2015)	2014, 2015, 2018
<b>North Clinic</b>	<b>Address :</b> 3550 N. 1st Ave., STE 300 <b>City :</b> Tucson <b>State :</b> Arizona <b>ZipCode :</b> 85719 <b>Phone Number :</b> 5207242880	Monday - 08:00 AM to 05:00 PM Tuesday - 08:00 AM to 05:00 PM Wednesday - 08:00 AM to 05:00 PM Thursday - 08:00 AM to 05:00 PM Friday - 08:00 AM to 05:00 PM	Monday - 08:00 AM to 05:00 PM Tuesday - 08:00 AM to 05:00 PM Wednesday - 08:00 AM to 05:00 PM Thursday - 08:00 AM to 05:00 PM Friday - 08:00 AM to 05:00 PM	3445	Opened	2014, 2015, 2016, 2017, 2018