

EXHIBIT 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**”), 3101 North Central Avenue, Suite 1120, Phoenix, Arizona, 85012, and **Pima County**, for and on behalf of **Pima County Health Department** (the “**Contractor**”) who hereby contracts with the Partnership to provide family planning services funded by monies disbursed to Contractor by the Partnership from monies granted to the Partnership by the United States Department of Health and Human Services (“**DHHS**”) under Section 1001 of the Public Health Service Act, 42 U.S.C. 300, et seq., as amended (the “**Act**”). To enable persons who want to obtain family planning care or to have access to such services, Congress enacted the Family Planning Services and Population Research Act of 1970 (Public Law 91-572), which added Title X, “Population Research and Voluntary Family Planning Programs” to the Act. Section 1001 of the Act authorizes federally funded grants “to assist in the establishment and operation of voluntary family planning projects (the “**Project**”) which shall offer a broad range of acceptable and effective family planning methods and services (including natural family planning methods, infertility services, and services for adolescents).” The mission of Title X is to provide individuals the information and means to exercise personal choice in determining the number and spacing of their children.

The Partnership and the Contractor hereby agree to the following terms and conditions:

- I. **TERM.** The Contract shall begin as of **April 1, 2015 and shall terminate December 30, 2015** (the “**Term**”). If continued funding is obtained, the Parties must agree in writing to extend the Term beyond 2015. Contractor shall submit an annual application in order to receive continued funding beyond 2015. Annual application forms must be submitted through the Program Information Management System (**PIMS**).
- II. **STATEMENT OF WORK.** The Contractor shall perform the functions and services identified in the AFHP Agency Health Center Report (the “**Services**”) attached hereto as Attachment 1 and incorporated herein, during the Term. The provision by Contractor of the Services shall be done in strict compliance with DHHS Title X Regulations found at CFR 42 Part 59 (the “**Title X Regulations**”) attached as Attachment 5, Program Requirements for Title X Funded Family Planning Projects (the “**Program Requirements**”) attached as Attachment 6, OPA Program Policy Notices attached as Attachment 7, the Partnership’s Title X Program Standards Manual (the “**Manual**”), and all other regulations as applicable. Services shall be provided in strict compliance with Contractor’s Client Data Projections for the Term as described in the Client Data Summary attached as Attachment 2 and the AFHP Agency Health Center Report attached as Attachment 1, both attached hereto and incorporated herein. Comprehensive family planning services provided as part of the Services shall assist individuals in determining the number and spacing of their children through the provision of affordable, voluntary family planning services.
- III. **MINIMUM STANDARDS.** Contractor shall provide for the following:
Title X comprehensive family planning services provided to **5,255** unduplicated clients. At a minimum, family planning services provided by the Contractor should include contraceptive services, pregnancy testing services to assist with achieving pregnancy, basic infertility services, preconception health, and STD services. Contractor’s employees or agents must be trained and equipped to offer these services. Contractor is also expected to ensure family planning clients have access to related and other preventive health services on-site or by referral as defined below:

Related Preventive Health Services are considered to be 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 (e.g., breast and cervical cancer screening). Contractor's employees and agents should be trained and equipped to offer these services onsite or by referral.

Other Preventive Health Services include services for women that are not listed above as well as preventive services for men. Screening for lipid disorders, skin cancer, colorectal cancer, or osteoporosis are examples of this type of service. Although important in the context of primary care, these have no direct link to family planning services. These services should be made available by referral for clients without another source of primary care.

- IV. DEBARMENT. The Contractor certifies to the best of their knowledge and belief that their employees and sub-contractors 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, in accordance with federal regulations (53 Fed. Reg. 19161-19211) or has been so within the preceding three-year period. In the event any employee or sub-contractor of Contractor's is debarred, suspended, or proposed for debarment, Contractor must immediately notify the Partnership in writing.
- V. LOBBYING. As a Contractor receiving federal funds for contracted work, the Contractor may only use Partnership funds to complete the scope of work outlined and may not use Partnership funds for the purposes of lobbying (as defined by The Anti-Lobbying Act, 18 U.S.C. §1913 and anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. §1352).
- VI. CONFLICT OF INTEREST. The Contractor agrees that they shall 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 significant¹ financial or other interest.
- VII. EQUAL OPPORTUNITY. The Partnership is an Equal Employment Opportunity employer and accordingly requires the same of all contractors. The Contractor agrees to abide by 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.
- VIII. MANDATORY REPORTING. Notwithstanding any other provision of law, no Contractor under Title X of the Act shall be exempt from any state law requiring notification for the reporting of child abuse, child molestation, sexual abuse, rape, or incest.
- IX. ADOLESCENT SERVICES. The Contractor certifies that it will encourage family participation in the decision of minors to seek family planning services and that it will provide counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities.

¹ "Significant" shall have the same meaning as set forth in those applicable state and federal statutes or regulations.

- X. 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.hrsa.gov/opa/programrequirements/>, and incorporated herein by this reference.
- XI. TRAFFICKING VICTIMS PROTECTION. This Contract is subject to the requirements of Section 106(g) of the Trafficking Victims Protection ACT of 2000, as amended (22 U.S.C. 7104).
- XII. CHARGES, BILLING, AND COLLECTION PROCEDURES. Section 8.4 of the Program Requirements and Section 59.5 of the Title X Regulations provide specific characteristics for charging, billing, and collections in a Title X program. To ensure the dignity, accessibility, and confidentiality of family planning services, clients are charged on a sliding fee scale based on federal poverty guidelines. Collection practices must respect the confidentiality of services. At no time may services be denied because of inability to pay. Where confidential services are not requested, eligibility is determined using the minor's family income.

The Contractor must provide the methodology which allows fees above 250% of the Federal Poverty Level (**FPL**) that approximates their cost of providing Services. Charges must be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services. These costs should include office visits, lab work and contraceptive supplies. The methodology must be in writing and be both valid and reliable.

- XIII. SPECIAL CONDITIONS OF FUNDING AGENCY. The Contractor agrees to abide and comply with any special conditions imposed by the funding agency. The following are the 2015 Title X Program Priorities and Key Issues.

2015 Program Priorities

- 1) Assuring the delivery of quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals, with priority for services to individuals from low-income families. This includes ensuring that the sub-recipient has the capacity to support implementation (e.g., through staff training and related systems changes) of the Title X program guidelines throughout their Title X services projects, and that project staff have received training on Title X program requirements;
- 2) Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with Title X program requirements and **QFP**². These services include, but are not limited to, natural family planning methods, infertility services, services for adolescents, breast and cervical cancer screening, and sexually transmitted disease (**STD**) and HIV prevention education, testing, and referral. The broad range of services does not include abortion as a method of family planning;
- 3) Assessing clients' reproductive life plan as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
- 4) Addressing the comprehensive family planning and other health needs of individuals, families, and communities through outreach to hard-to-reach and/or vulnerable

² Providing Quality Family Planning Services ("**QFP**").

- populations, and partnering with other community-based health and social service providers that provided needed services; and
- 5) Demonstrating that the project infrastructure will ensure sustainability of family planning and reproductive health services throughout the proposed service area including:
 - Incorporation of certified Electronic Health Records (**EHR**) systems and other **HIT**³ systems that are interoperable;
 - Evidence of contracts with insurance and systems for third party billing as well as the ability to facilitate the enrollment of clients into insurance and Medicaid optimally onsite; and to report on numbers assisted and enrolled;
 - Evidence of the ability to provide comprehensive primary care services onsite or demonstration of formal robust linkages with comprehensive primary care providers.

2015 Key Issues

- 1) Incorporation of the 2014 Title X Program Guidelines throughout the proposed service area as demonstrated by written clinical protocols that are in accordance with Title X Requirements and QFP;
- 2) Efficiency and effectiveness in program management and operations;
- 3) Patient access to a broad range of contraceptive options, including long acting reversible contraceptives (**LARC**), other pharmaceuticals, and laboratory tests;
- 4) Establishment and use of performance measures to regularly perform quality assurance and quality improvement activities;
- 5) Establishment of linkages and partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- 6) Incorporation of the National HIV/AIDS Strategy (**NHAS**) and CDC's "Revised Recommendation for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;"
- 7) Efficient and streamlined electronic data collection (such as for the Family Planning Annual Report (**FPAR**)), reporting and analysis for internal use in monitoring performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services; and
- 8) Incorporation of research outcomes and evidence-based approaches that focus on family planning service delivery.

XIV. ASSURANCES. Contractor represents and warrants that it will comply with:

- 1) The intent of the Title X Family Planning Program, in that clients served must be in need of the Services. Sterilization is not funded under this Contract.
- 2) Title X Assurances including, without limitation, the rules and regulations contained in the Code of Federal Regulation ("**CFR**") 45 Part 74.
- 3) The standards established in the current Manual.

³ Health Information Technology ("**HIT**").

- 4) Subpart A, Part 59, of the Title X Rules and Regulations, Sections 59.2, 59.5, 59.6, 59.9, 59.10, and 59.11, and any other DHHS rule or regulation governing the provision of the Services or the performance of the Contractor under this Contract.
- 5) “**Program Income**” and “**Contractor Contribution**” are thoroughly defined in Office of Management and Budget (“**OMB**”) Circular A-110. The Contractor Contribution means the amount of total revenue exclusive of Title X income. It includes Program Income (i.e. third party payments for services and patient collection fees), donations, Title V (MCH Block Grant), local and State government contributions, agency in-kind and agency contributions. The Contractor Contribution, including in-kind, can only be from non-Federal funds excluding Title V, must be allowable by Federal regulations, cannot be used by more than one project, and must be auditable. The Contractor Contribution must be tracked and verified. Failure to provide the required amount will result in the disallowance of Federal funds.
- 6) The Title X grant is the payer of last resort. Title X funding is not to be used for services that can be reimbursed by other sources such as third party payers, state, or other federal programs. It is expected that a large portion of the family planning program’s revenue will come from third party payments, revenues received from client fees and client donations, and agency contributions. Title X funds may be used to support the provision of family planning clinical services for un- and under-insured clients, staff training and development, Quality Assurance and Quality Improvement activities, participation in performance improvement projects, publicity and outreach, IT support for encounter and fiscal reporting, staff salaries, and other infrastructure costs.
- 7) Title X will subsidize services for fertile adults and adolescents in need of family planning services with an income at or below 250% of the current Federal Poverty Level (FPL).
- 8) Provide services without subjecting individuals to any coercion to accept services or coercion to employ or not to employ any particular methods of family planning. Acceptance of services must be solely on a voluntary basis and may not be made a prerequisite to eligibility for, or receipt of, any other services.
- 9) Provide services without regard to religion, race, color, national origin, handicapping condition, age, sex, number of pregnancies, or marital status.
- 10) Not provide abortions as a method of family planning.
Title X funds shall not be used in whole or in part to advocate or promote gun control.

XV. **CONSIDERATION.** The Partnership-approved Contractor’s total **2015** Contractor Family Planning Program Budget (“**Budget**”), which includes all revenues and expenses for Title X-funded site(s) is attached hereto as Attachment 3 and incorporated herein.

Additional conditions include the following:

- 1) Indirect costs shall not exceed 15% of the total program direct costs. In order to charge indirect costs, Contractor agrees to submit an approved indirect cost rate application with supporting documents.

- 2) Salary Limitation – Title X funds shall not be used to pay the salary of an individual at a rate in excess of the Federal Executive Level II pay scale amount of \$181,500.
- 3) Partnership agrees to disburse monies in the total amount of **\$549,847** during the Term to Contractor as compensation for Contractor's Services ("**Compensation**"). Compensation shall be disbursed incrementally commensurate with even distribution of funds throughout the course of the Term (e.g., with proper documentation of expenses, Partnership will reimburse in no more than 1/9 increments for the Term month to date).
- 4) Compensation shall be altered based on conditions contained in Attachment 4, "**Performance Compensation**", attached hereto and incorporated herein.

Disbursement of Compensation is contingent upon all of the following:

- 1) Partnership's receipt of monies from DHHS in the amount specified in the Notice of Grant Award for the applicable funding period;
- 2) Partnership's sole determination of satisfactory Contractor performance of the Contract including all statements of work, under the terms of a fully executed Contract;
- 3) Partnership shall inform Contractor within three working days of any notice received by it from DHHS of any intent by DHHS to reduce the amount of available funds;
- 4) Partnership's receipt of the Arizona Family Health Partnership Request for Title X Contract Funds Form attached as Attachment 8, from the Contractor on a monthly or quarterly basis;
- 5) Timely submission to Partnership by Contractor of financial, encounter, and statistical reports required by the Manual.;
- 6) Contractor must have a financial management system in place to be able to effectively segregate grant funds, revenue, and expenses;
- 7) Contractor agrees to provide Contractor contribution funds in the amount of **\$816,599**, contingent upon availability of Pima County general funds. Contractor will identify and submit in writing to Partnership the source and allocation of said funds in the Contractor's Budget attached as Attachment 3 and incorporated herein;
- 8) Contractor agrees to submit a list of any subcontractors and/or independent consultants providing Title X-covered services to be incorporated when provided by Contractor within 30 days of the execution of this Contract or the subsequent engagement of any subcontractor(s) and/or independent consultant(s). Contractor will submit a copy of subcontractor or consultant agreements pertinent to this Contract within 30 days of their execution, each shall be attached hereto as Attachment 10. Contractor shall ensure that all subcontractors and/or consultants are insured, as required herein, and comply with all applicable Title X Regulations and guidelines; and
- 9) All family planning program-related income received by Contractor is committed to the family planning program and requires Partnership's expenditure approval in the Budget

or by subsequent budget modification. In accepting this Contract, Contractor stipulates that the Contract and any activities thereunder are subject to all provisions of 42 CFR Part 59 and OMB Circular A-110 currently in effect or implemented during the period of the Contract as well as Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 45 CFR Part 75 effective December 26, 2014, as amended from time to time.

XVI. RECORDS, ACCOUNTS AND AUDITS. Contractor shall maintain records and accounts, including property, personnel, and financial records in such form, format and content as to comply with the provisions of 45 CFR Part 74. Records for funds disbursed and Services rendered under this Contract and related program income shall be available for review and examination by the Partnership and DHHS. These records shall be made available for examination during normal business hours and shall be retained at Contractor's location for the time periods specified in 45 CFR Part 42 with the exception of patient medical records which must be retained for at least seven years. Records for nonexpendable personal property must be retained for three years after final disposition. Contractor will provide Partnership with a copy of its independent audit as follows:

- 1) Audits will be in compliance with the General Accounting Office (GAO) standards.
- 2) Non-governmental recipients shall provide an annual audit, conducted in accordance with OMB Circular No. A-133, amended June 26, 2007.
- 3) Contractor's financial statements and auditors' reports will be provided by Contractor to Partnership within 30 days of approval of reports, but in no case later than nine months following the Contractor's fiscal year-end. The audit package submitted to 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.
- 4) Contractor must inform Partnership in a timely manner of Contractor's response to the audit recommendations so the Partnership can exercise its responsibilities. This written documentation will include plans for future action, as well as explanations of refutations. The findings and recommendations in Contractor audits will be reviewed as part of the Partnership's independent audit, to determine the responsiveness of Contractor actions.
- 5) For Contractors required to complete a Single Audit, expended Title X funds should be reported on the Schedule of Expenditures of Federal Awards (**SEFA**) under the Catalog of Federal Domestic Assistance (**CFDA**) number 93.217.

If any litigation, claim, negotiation, audit or other action involving Contractor's records has commenced relating to the Services within four years of the Term, Contractor shall notify Partnership within 30 days of such action and Contractor shall 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 Term, whichever is later.

XVII. REPORTING REQUIREMENTS. Monthly or quarterly financial reports must be submitted through the Partnership's Program Information Management System (PIMS). Encounter data must be submitted through the Partnership's Centralized Data System (CDS).

- 1) Contractor is responsible to ensure that clean and complete encounter data is received by Partnership no less frequently than on a monthly basis and is due 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.
- 2) Contractor will submit to Partnership financial reports and any special project report(s) for the following periods and by the following due dates:

Financial Reporting Period	Due Date
April 1 – June 30, 2015	July 24, 2015
July 1 – September 30, 2015	October 26, 2015
October 1 – December 31, 2015	January 25, 2016

- 3) Contractor will submit to Partnership additional statistical or program information as requested or required by DHHS so Partnership may respond to any DHHS imposed deadlines for such response(s).

XVIII. TRAINING AND TECHNICAL ASSISTANCE. Contractor represents and agrees that all Contractor staff members, consultants, and subcontractors working with Title X clients shall receive Title X and family planning training appropriate for each individual's involvement in the Project. Additionally, all Contractor staff members, consultants and subcontractors working with Title X clients must receive annual training on mandated reporting and human trafficking. Contractor shall be responsible for maintaining a log of training participants to document that Contractor's staff members, consultants, and subcontractors are appropriately trained for the duties they perform. Partnership agrees to provide consultation and technical assistance to Contractor as mutually agreed upon in writing by Partnership and Contractor, but Partnership shall not be responsible for any conduct of any Contractor's officers, agents, employees, or subcontractors.

XIX. DELEGATES' MEETINGS. Contractor must participate in three Delegates' Meetings held during the Term of this Contract. Contractor's staff attending Delegates' Meetings must be persons with managerial responsibilities related to the Contract ("**Authorized Staff**"). Authorized Staff must attend a minimum of two Delegates' Meetings in person. At a minimum, one family planning clinician must attend a clinician training that will coincide with one of the in person Delegates' Meetings. Authorized Staff may participate in the remainder of the meetings by teleconference or webinar.

Agencies must participate in the process of developing the Manual by dedicating a minimum of 5-10 hours of any clinician's time, who is employed by Contractor, and 5-10 hours of an administrator's or program manager's time, who is employed by Contractor, to the development process.

XX. PROGRAM AND/OR BUDGET MODIFICATIONS. Any requests to modify the Contract and/or any Attachment must be submitted in writing by Contractor and must be approved by Partnership prior to implementation subject to the Partnership's sole and absolute discretion. Contractor

must submit written requests for any change in the Project including, but not limited to, AFHP Agency Health Center Report, Client Data Summary, Budget, and/or Contract. Partnership will determine whether changes require Contract revision or amendment.

Contractor must submit Budget modification requests for prior approval by the Partnership in the following instances:

- 1) Partnership allocations of additional funds beyond the specified base amount, Partnership requires submission of a revised Budget within 30 days of issuance before amended funds can be disbursed;
- 2) Partnership reductions of amounts to be reimbursed; and/or
- 3) Changes to Title X Budget representing a variance of 10% of any individual Budget category.

Changes in policies, procedures, and/or forms related to the Project must be submitted in writing to Partnership for approval prior to implementation.

Within 15 days of change, Contractor must notify Partnership of changes in key clinical or management personnel, including administrative officers and Title X program directors.

XXI. PROPERTY MANAGEMENT. Contractor shall maintain adequate property records and inventory control and maintenance procedures for items purchased with funds awarded under this Contract. 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 Contractor, or failure to secure appropriate insurance, or noncompliance with property management regulations, or instructions of Partnership or DHHS.

XXII. INDEMNIFICATION AND INSURANCE. Contractor shall provide proof of coverage of a Medical Malpractice Professional Liability Insurance Policy in the minimum amount of \$1,000,000 for all medical provider employees and subcontractors and consultants ("Certificate of Insurance") attached as Attachment 9. The Contractor is self-insured and assumes responsibility for all liabilities that have been properly determined to exist. Proof of self-insurance, which names Partnership as an additional insured, under said insurance policy, must be returned to Partnership with this signed contract and will be incorporated as Attachment 9. Medical professionals not covered under Contractor's policy shall provide County with proof of Medical Malpractice Professional Liability Insurance upon retention.

To the extent permitted by law, Contractor agrees to indemnify and hold harmless Partnership, its officers, agents and employees, against any and all suits and/or claims or liability for damages to the extent that they arise solely from any activity of Contractor's officers, employees, agents, subcontractors, or other personnel performing services for the Contractor under the provisions of this Contract and for the costs of defense thereof to the extent that such suits and/or claims or liability for damages do not fall within the coverage provided under its Medical Malpractice Professional Liability insurance policy. Contractor will submit a copy of subcontractor agreements pertinent to this contract to Partnership as requested.

To the extent permitted by law, Contractor agrees to reimburse Partnership for any monies which 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 Contractor to perform in accordance with this Contract or, local, state, or federal laws and regulations. Partnership will appropriately invoice or file a claim with Contractor for any such reimbursement by Contractor, and Contractor shall have opportunity to review, and protest when appropriate, the claim prior to making any timely reimbursement to Partnership.

The indemnification provided herein shall survive the termination of this Contract.

- XXIII. PUBLIC SCRUTINY. Contractor shall immediately notify Partnership of any claims or lawsuits or any situations involving Title X clients or resources in which the Project may undergo any public scrutiny.
- XXIV. STATUS OF CONTRACTOR; CONFLICTS OF INTEREST. The parties hereto agree that Contractor, its agents and employees, including its professional and nonprofessional personnel, in the performance of this Contract, shall act in an independent capacity and not as officers, employees or agents of the Partnership. Contractor warrants that no conflict of interest, under any statute or rule of any governing jurisdiction, exists between Contractor's officers, agents or employees. Contractor shall 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. If the Partnership concludes in its sole and absolute discretion that a conflict of interest exists or if Contractor's officers, agents or employees violate the terms of this section, Partnership may terminate this Contract.
- XXV. PERSONNEL. Contractor's officers, agents, or employees shall not deploy themselves so as to receive multiple payments from Partnership or otherwise manipulate the assignment of personnel or tasks so as to unnecessarily increase payments to Contractor or its officers, agents or employees. If Partnership concludes in its sole and absolute discretion that Contractor or its officers, agents or employees have violated the terms of this section, Partnership may terminate this Contract.
- XXVI. ASSIGNMENT. Contractor may not assign, transfer, pledge or otherwise encumber its rights, duties, or obligations under this Contract without the written consent of the Partnership. Any such assignment shall comply with all applicable state and federal regulations or statutes.
- XXVII. LICENSES. Contractor and each of its employees, agents and subcontractors shall 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 Services hereunder.
- XXVIII. TERMINATION OF CONTRACT. If, through any cause, Contractor shall materially fail to fulfill in a timely and proper manner its obligations under this Contract; if the Contractor shall materially violate any of the covenants, agreements, or stipulations of this Contract; or, if the funding from DHHS is terminated or reduced, the Partnership shall thereupon have the right to terminate this Contract in whole or in part by giving written notice to the Contractor of such termination and specifying the effective termination date thereof. Such notice may provide for a minimum of 10

days during which Contractor shall have the opportunity to cure deficiencies as stipulated by Partnership. If Contractor has an unencumbered balance of cash disbursed under this Contract at the close of the Term, then that cash balance must be returned to Partnership. If Contractor is unable or unwilling to comply with such additional conditions as may be lawfully imposed on the Contractor, Contractor shall have the right to terminate this Contract by giving written notice to Partnership signifying the effective date thereof. Contractor may terminate this Contract for any other reason by providing Partnership with at least 90 days written notice. In the event of termination of this Contract, either in whole or in part, all nonexpendable personal property, finished or unfinished documents, data, studies, and reports purchased or prepared by Contractor under this Contract shall, at the option of Partnership, become its property or be disposed of in accordance with Partnership's procedures or instructions; and Contractor shall be entitled to compensation for any un-reimbursed expenses necessarily incurred in satisfactory performance of this Contract. Notwithstanding the above, Contractor shall not be relieved of liability to Partnership for damages sustained by Partnership by virtue of any material breach of this Contract that is incurred by Contractor and Partnership may withhold any reimbursement to Contractor for the purpose of offset until such time as the exact amount of damages, if any, due the Partnership from Contractor is agreed upon or otherwise determined. Final payment to the Contractor is contingent upon the Contractor completing closeout procedures as detailed in the Partnership's Delegate Closeout Checklist.

XXIX. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). The parties acknowledge that 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. The Partnership acknowledges that it may obtain confidential personal health information of patients of Contractor in the course of the Partnership's performance under the terms of this Agreement. "**Confidential personal health information**" includes information that could be used to identify a patient, information pertaining to the patient's care, treatment or experience with Contractor, and information pertaining to the cost of, payment for, or collections activities related to the patient's care, treatment and experience with the Contractor's program. The Partnership agrees to maintain the privacy and confidentiality of information it may obtain in the course of its performance under this Contract.

In addition, Partnership agrees that:

- 1) Any confidential personal health information that Partnership may obtain shall remain the sole property of Contractor.
- 2) Partnership shall establish and maintain procedures and controls that are acceptable to Contractor to assure that no confidential personal health information contained in its records or obtained from Contractor or from others in carrying out its functions under this Contract shall be used by or disclosed by Partnership, its agents, officers, employees or subcontractor, except as required in the performance of its obligations under the terms of this Contract.
- 3) Partnership shall not remove any identifying personal health information from Contractor's premises.

4) Any other information pertaining to individual persons shall not be divulged other than to employees or officers of the Partnership as needed for the performance of its duties under this Contract or to Contractor.

- XXX. COMPLIANCE WITH ALL LAWS. The parties shall comply with all federal, state, and local laws, regulations, standards and Executive Orders, without limitation to those designated within this Contract and the laws and regulations of the state of organization of the Contractor, that are not inconsistent with applicable federal laws.
- XXXI. GOVERNING LAW. Any action relating to this Contract shall be brought in a court of the State of Arizona in the county in which the Services are provided, unless otherwise prohibited by prevailing federal law. Any changes in the governing laws, rules and regulations that do not materially affect Contractor's obligation under the Contract during the Term shall apply but do not require an amendment.
- XXXII. TERMINATION DUE TO NON-APPROPRIATION. Notwithstanding any other provisions in this Contract, this Contract may be terminated by Partnership if Contractor's governing body does not appropriate sufficient monies to provide the Services or if grant funds are terminated or reduced for the purpose of maintaining this Contract. In such an event, Contractor will notify Partnership of its inability to appropriate the requisite funds and Partnership may, at its discretion, terminate this Contract pursuant the termination provisions set forth in above in Section XXVIII.
- XXXIII. INTANGIBLE PROPERTY AND COPYRIGHT. Contractor will ensure that publications developed under the Project do not contain information that is contrary to Program Requirements or to accepted clinical practice. Federal and Partnership grant support must be acknowledged in any publication. Contractor will obtain pre-approval from the Partnership for publications resulting from activities conducted under this Contract. 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 shall be subject to a royalty-free, non-exclusive, and irrevocable right of the Government and Partnership to reproduce, publish, or otherwise use such materials for Federal or Partnership purposes and to authorize others to do so [45 CFR 74.36] [45 CFR 92.34].
- XXXIV. INVENTIONS OR DISCOVERIES. The Projects undertaken pursuant to this Contract must comply with government-wide regulations, 37 CFR Part 401, which apply to the rights to inventions made under government grants, contracts and cooperative agreements.
- XXXV. NON-DISCRIMINATION. Contractor is obligated to establish and maintain personnel policies that comply with applicable federal and state requirements, including Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act of 1973, and Title I of the Americans with Disabilities Act. These policies should include, but need not be limited to, staff recruitment, selection, performance evaluation, promotion, termination, compensation, benefits, and grievance procedures. Contractor staff should be broadly representative of all significant elements of the population to be served by the Project, and should be sensitive to and able to deal effectively with the cultural and other characteristics of the client population [42 CFR 59.5 (b)(10)].

Contractor must also have written policies that are consistent with the Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (August 4, 2003) (HHS Grants Policy Statement 2007, II-23)

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

Notices to the Partnership shall be addressed to:

Chief Executive Officer
Arizona Family Health Partnership
3101 N. Central Avenue
Suite 1120
Phoenix, Arizona 85012

Notices to Contractor shall 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.

XXXVII. ALTERATION OF TERMS. The Contract, together with Attachments attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall 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, shall be valid unless made in a writing that is formally approved and executed by the parties.

XXXVIII. GENERAL TERMS AND CONDITIONS. Contractor agrees to accept such additional conditions imposed by DHHS governing the use of such funds or performance of family planning programs as may be required by law, by Executive Order, by regulation, or by any other policy announced by DHHS. The Partnership shall provide prompt written notice to Contractor of such conditions.

Contractor understands and agrees that strict compliance with all requirements is mandatory and any material breach and/or a failure to cure said material breach thereof is grounds for termination of this Contract.

XXXIX. ATTACHMENTS. All Attachments to this Contract are hereby incorporated herein by this reference.

XL. EXECUTION. This Contract shall 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.

CONTRACTOR:


Signature

Sharon Bronson
Name

Chair, Board of Supervisors
Title

Agency

86-6000543
Employer ID Number (EIN)

JUN 02 2015
Date

PARTNERSHIP:


Signature

Brenda L. Thomas, MPA

Chief Executive Officer

Arizona Family Health Partnership

06-12-15
Date

ATTEST:


Clerk, Board of Supervisors

APPROVED AS TO FORM:


Deputy County Attorney
(Subject to Contractor's Addendum)

REVIEWED BY:


Pima County Health Department

**CONTRACTOR'S ADDENDUM
ARIZONA FAMILY HEALTH PARTNERSHIP
FAMILY PLANNING PROGRAM CONTRACT
PERIOD: 04/01/2015-12/30/2015**

- XLI. CANCELLATION FOR CONFLICT OF INTEREST. This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
- XLII. COMPLIANCE WITH EMPLOYMENT REGULATIONS. The parties will comply with all applicable state and federal immigration and employment laws and will require subcontractors, if any, to do the same, including, but limited to, A.R.S. § 23-214 (A), Arizona Executive Order 2009-09, Public Law 101-336, 42 §§ U.S.C. 12101-12213 and all applicable federal regulations under the Americans with Disabilities Act, including 28 CFR Parts 35 and 36.