

Executive Summary Form

Agenda Number: (Health Start, FY 11-12)

Recommendation:

Approval of IGA ADHS11-007047 Amendment 1, Health Start Contract between the Arizona Department of Health Services, Bureau of Women's and Children's Health, and the Cochise County Health Department. This is a one year contract extension subject to additional successive one year extensions with a maximum aggregate including all extensions not to exceed five (5) years. This contract is for the period of 7/1/2011 to 6/30/2012 in the amount of \$181,828, renewable in up to 3 remaining twelve (12) month blocks.

Background (Brief):

The Health Department Adolescent Maternal Child Health (AMCH) program has received the Health Start grant for over 16 years and promotes healthy families and pregnancies among county residents. The grant serves women with a risk factor for pregnancy and post partum issues. The purpose is to reduce those risks through a community health worker program where medically trained community members act as a guide and mentor starting with the pregnancy and ending after the first two years of the child's life.

2009 Advanced Vital Statistics - Cochise County has the second highest rate of low birth weight infants in Arizona. As such, both mothers and children are at higher risk for preventable negative health outcomes. In addition, publicly-funded social services from other sources have dramatically decreased due to state funding cuts, thus increasing this need for the program.

Fiscal Impact & Funding Sources:

This is a grant-funded, fixed price contract from the Arizona Department of Health Services in the amount of \$181,828. Based on a twelve-month July-June funding cycle, the aggregate grant amount is \$181,828 in FY 11/12.

The net county subsidy is calculated as follows (projected salaries/EREs are for the twelve-month funding cycle and reflect current staffing levels):

Projected Salaries/EREs	151,517
A-87 Overhead at 48.83%	73,986
Collected Overhead at (12%)	<u>18,182</u>
Net County Subsidy	55,804

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Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

Not approving this grant will cause the cessation of this value-added program to at-risk pregnant women and parenting families in Cochise County. The home visiting programs provided by Cochise County served over 450 families with close to 2,000 visits during fiscal year July '10-June'11 in all three districts (Sierra Vista, Willcox, Douglas) of the county.



CONTRACT AMENDMENT

**ARIZONA
DEPARTMENT OF
HEALTH SERVICES**
1740 W. Adams, Room
303
Phoenix, Arizona 85007
(602) 542-1040

Contract No: ADHS11-007047

Amendment No: 1

Elena Beeman

Health Start Program

It is mutually agreed that the contract referenced is amended as follows:

1. Pursuant to the Uniform Terms and Conditions of Contract HP061025-003, Page Fourteen (14), Provision Number E, Contract Changes, Item One (1), Amendments, Contract HP061025-003 is hereby changed to ADHS11-007047. This is a result of the transition to the electronic ProcureAZ Procurement System.
2. The Contract item Pricing shall be revised in ProcureAZ to align with available funding upon execution of this Amendment One (1). The ProcureAZ item tab will be updated to reflect the following line item changes:
 - a. Health Start \$179,828
 - b. FASD \$2,000
3. The Uniform Terms and Conditions and the Special Terms and Conditions are amended as outlined on Pages Two (2) and Three (3) of this Amendment One (1).

All other provisions shall remain in their entirety.

Contractor hereby acknowledges receipt and acceptance of above amendment and that a signed copy must be filed with the Procurement Office before the effective date.
 In accordance with A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Iran.
 In accordance with A.R.S. 35-391.06, the Contractor hereby certifies that the Contractor does not have any scrutinized business operations in Sudan.

Mary Gomez 7/6/11

 Signature / Date

The above referenced Contract Amendment is hereby executed this _____ day of _____, 2011 at Phoenix, Arizona

Authorized Signatory's Name and Title:

MARY GOMEZ HEALTH DIRECTOR

Procurement Officer

Contractor's Name:

Cochise County Health Department



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4. Replace, Page Twelve (12), Uniform Terms and Conditions, Provision C.2, with the following:

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

5. Add, Page Thirteen (13), Uniform Terms and Conditions, Provision C.9, as follows:

Federal Immigration and Nationality Act

The Contractor shall comply with all federal, State and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor

6. Add, Page Thirteen (13), Uniform Terms and Conditions, Provision C.10, as follows:

E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

7. Add, Page Thirteen (13), Uniform Terms and Conditions, Provision C.11, with the following:

Provision Scrutinized Businesses

In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

8. Delete in its entirety, Page Sixteen (16), Uniform Terms and Conditions, Provision G.5.

9. Replace Pages Twenty-Four (24) and Twenty-Five (25), Special Terms and Conditions, Provision V, with the following:

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented



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by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

10. Replace in its entirety, Page Twenty-One (21), Special Terms and Conditions, Provision S, with the following:

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

11. Add, Page Twenty-Five (25), Special Terms and Conditions, Provision W, Section 3, as follows:

The State, at any time, may request to see a copy of the written plan from the Contractor. The Contractor shall produce the written plan within seventy-two (72) hours of the request.

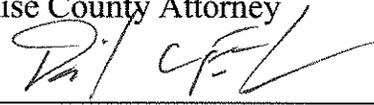
INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Health Start Contract #ADHS11-007047, Amendment #1, between the Arizona Department of Health Services, Bureau of Women's and Children's Health, and the Cochise County Health Department

The attached agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 on behalf of the Cochise County Health Department by the undersigned Deputy County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Approved as to form this 5th day of July, 2011.

EDWARD G. RHEINHEIMER
Cochise County Attorney

By: 

David C. Fifer
Deputy County Attorney