

Executive Summary Form

Agenda Number : HLT- (HIV Prevention Program, Amend.5)

Recommendation:

Approval of Amendment 5, to IGA# HG852278, HIV Prevention Program, between the Arizona Department of Health Services and the Cochise County Health Department in the amount of \$18,666.00 for the period of 1/1/2011 to 12/31/2011.

Background (Brief):

Amendment 5 of the contract revises the price sheet (price line amounts, see attached) without changing the total grant funds of \$18,666 annually. The BOS approved the underlying contract in 2008 and the current grant year funding (including net county subsidy) in October 2010.

Fiscal Impact & Funding Sources:

A-87 overhead @ 34.55% based on ADHS-approved personnel costs of \$5,854 is \$2,023. No overhead is authorized by this IGA making the Net County Subsidy \$2,023 (unchanged by this amendment).

Next Steps/Action Items/ Follow-up:

Your approval is respectfully requested.

Impact of Not Approving:

Not approving this amendment may cause the inability of the Health Department to collect the reimbursement for HIV testing services from the ADHS and would cause cessation of this service to the community.



Division of Operations

Office of Procurement

1740 West Adams Street, Room 303
Phoenix, Arizona 85007-2670
(602) 542-1040
(602) 542-1741 Fax

JANICE K. BREWER, GOVERNOR
WILL HUMBLE, INTERIM DIRECTOR

June 17, 2011

Cochise County Health Department
Attn: Vaira Harik, Director
1415 West Melody Lane, Building A
Bisbee, AZ 86303

RE: Contract HG852278, Amendment No. 5
HIV Prevention

Dear Ms. Harik:

Enclosed please find two (2) copies of the referenced Contract Amendment for review and signature.

If returning by mail, please sign and return two (2) copies of the enclosed Contract Amendment to my attention at the address listed above. A fully executed copy will be returned to you after signature by the Procurement Office. You may also fax or send a scanned copy to elena.beeman@azdhs.gov.

If you have any questions, please call me at (602) 542-2944.

Sincerely,

A handwritten signature in cursive script that reads "Elena Beeman".

Elena Beeman
Procurement Specialist

Enclosure

CC: Contract File



INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Specialist
Elena Beeman

Contract No: HG852278

Amendment No. 5

HIV Prevention Program

It is mutually agreed that the Intergovernmental Agreement referenced is amended, effective upon final signature, as follows:

- 1. The Contract Item Pricing shall be revised in ProcureAZ to align with available funding upon execution of this Amendment 5 (5). Pricing is revised, but there is no change in Grant total. The ProcureAZ item tab will be updated to reflect the following line item changes:
a. Personnel and Employee Related Expenses \$5,854
b. Travel increased by \$1,866
c. Professional and Outside Services \$1.00
d. Other Operating decreased by \$1,866
e. Indirect \$0

The reason for the increase in Travel Expenses line is to reflect the Program Coordinator plans to travel extensively around the county providing HIV testing and any upcoming education/training or conferences during 2011. This expense covers lodging and mileage reimbursement.

(Continued on Page Two)

All other provisions shall remain unchanged.

Cochise County Health Department

Contractor Name
1415 West Melody Lane, Building A

Address
Bisbee, AZ 85603

City State Zip

CONTRACTOR SIGNATURE

In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

Contractor Authorized Signature

Printed Name

Title

CONTRACTOR ATTORNEY SIGNATURE
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Printed Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this ___ day of ___ 2011

Procurement Officer

Attorney General Contract No. PIGA2011000344, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, 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.

Signature

Date

Assistant Attorney General

Printed Name: Ronald E. Johnson

RESERVED FOR USE BY THE SECRETARY OF STATE

UNDER HOUSE BILL 2011, A.R.S. § 11-952 WAS AMENDED TO REMOVE THE REQUIREMENT THAT INTERGOVERNMENTAL AGREEMENTS BE FILED WITH THE SECRETARY OF STATE.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: HG852278	Amendment No. 5	Procurement Specialist Elena Beeman

2. Terms and Conditions, page Ten (10), is hereby revised and replaced with Section 5 HIPAA Requirements as stated below.

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 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.

3. Terms and Conditions, page Ten (10), is hereby revised and replaced with Section 6. Offshore Performance of Work Prohibited as stated below.

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.

4. Terms and Conditions, page Eleven (11), add paragraphs E, F, and G to Section 7. Federal Immigration Laws, Compliance by State Contractors as stated below.

E. 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.

F. 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.

G. 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

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5. Terms and Conditions, page Three (3), add Section 9, Non-Discrimination as stated below.

Non-Discrimination:

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.