

Executive Summary Form

Agenda Number: HLT-- (Tuberculosis Control Program)

Recommendation:

Approval of Amendment 5, IGA# HG854563 County Tuberculosis Control Program between the Arizona Department of Health Services and the Cochise County Health Department, in the amount of \$12,000, for the period of 7/1/2011 to 06/30/2012.

Background (Brief):

The Health Department has the responsibility to investigate and treat suspected and active cases of Tuberculosis in Cochise County. The ADHS supports the County's efforts by means of grant funding to pay for consulting physician services, necessary testing, and medication. Salaries may also be paid from these grant funds, and the Health Dept. is paying 10% of the TB Coordinator's salary (\$3,121 + EREs).

The ADHS has funded this program for many years and the amounts of the grants have ebbed and flowed with the fortunes of the State's revenues. The Health Dept. has amended the Price Sheet due to the costs of lab fees, travel/fuel and supply costs, however the total grant funds of \$12,000 remain unchanged.

Fiscal Impact & Funding Sources:

This is a grant-funded cost-reimbursement program through the Arizona Department of Health Services in the amount of \$12,000.

Salary's & ERE's =	\$ 4,200
A-87 OH Rate @ 48.83 % =	\$ 2,051
OH Authorized =	\$ 0
<b>Net County Subsidy =</b>	<b>\$ 2,051</b>

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

Not approving this grant will cause the Health Dept. to rely on County General Funds to meet the mandatory requirements of TB case investigation and treatment in Cochise County.



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: HG854563

Amendment No 5

Procurement Specialist
Cindy Sullivan

Tuberculosis Control Program

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

- 1 The Uniform Terms and Conditions is amended as outlined on Page Two (2) of this Amendment Five (5)
2 The Scope of Work is amended as outlined on Pages Three (3) and Four (4) of this Amendment Five (5)
3. Effective July 1, 2011, the Price Sheet of Amendment Four (4), Page Two (2), is replaced by revised Price Sheet, Amendment Five (5), Page Five (5) The total Price Sheet did not change but the line items changed as follows: Professional and Outside Services decreased \$1,420.00 to transfer to Other Operating. Travel Expenses decreased \$125 00 to transfer to Other Operating. Other Operating increased \$1,545.00 for additional materials and supplies.

All other provisions of this agreement remain unchanged.

Cochise County Health Department

Contractor Name

1415 Melody Lane, Bldg 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.



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- 4. Replace in its entirety, Page Four (4), Uniform Terms and Conditions, Provision Four (4), Contract Administration and Operation, Item 4 4, Discrimination, 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 Six (6), Uniform Terms and Conditions, Provision Four (4), Contract Administration and Operation, Item 4 11, Federal Immigration and Nationality Act, as follows:

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 Six (6), Uniform Terms and Conditions, Provision Four (4), Contract Administration and Operation, Item 4 12, E-Verify Requirements, as follows:

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 Six (6), Uniform Terms and Conditions, Provision Four (4), Contract Administration and Operation, Item 4 13, Scrutinized Businesses Language, as follows:

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 Replace in its entirety, Page Twelve (12), Uniform Terms and Conditions, Provision Eighteen (18), 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 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.



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9 Replace in its entirety, Pages Fourteen (14) and Fifteen (15), Provision III, Scope of Work, with the following.

The Contractor shall meet the following requirements:

**A. Cases**

- 1 At least ninety-two percent (92%) of patients with newly diagnosed TB, for whom therapy for one (1) year or less is indicated, shall complete an American Thoracic Society/CDC /Infectious Disease Society of America recommended regimen of anti-TB drug therapy within twelve (12) months at: <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm>.
- 2 Drug susceptibility testing shall be performed on the initial isolates from at least ninety-nine percent (99%) of culture-confirmed TB cases,
- 3 Monitor, evaluate and report on the case management, clinical progress, and local impact on the community of all newly diagnosed multiple drug resistant TB cases; and
4. All newly diagnosed cases of TB shall be reported within one (1) week of diagnosis using "Report of Verified Case of Tuberculosis" (RVCT) form provided by CDC at: <http://www.cdc.gov/tb/pubs/tbfactsheets/rvct.htm>

**B. Contact Investigation**

1. Contacts shall be identified for at least ninety-eight percent (98%) of newly reported sputum AFB-smear positive TB cases;
- 2 At least ninety-one percent (91%) of contacts to sputum AFB-smear positive TB cases shall be evaluated for infection and disease; and
- 3 At least seventy-seven percent (77%) of infected contacts that are started on treatment for latent TB infection shall complete therapy

**C. Surveillance and Reporting**

1. All newly diagnosed cases of TB shall be reported to the ADHS TB Control Program using the electronic reporting system developed by CDC or otherwise designated by the ADHS TB Control Program. There shall be one hundred percent (100%) completeness for all variables
2. Drug susceptibility results shall be reported for at least ninety-nine percent (99%) of all newly reported, culture-positive TB cases
3. HIV status shall be reported for at least eighty-seven percent (87%) of all newly reported TB cases.

**D. Prevention through Training and Education**

Training and educational efforts shall focus on increasing the awareness of the epidemiology, prevention, diagnosis and treatment of TB, and the evaluation of appropriate persons at the time of employment and at regular intervals.

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10. Replace, Page Sixteen (16), Scope of Work, Provision 7 d, with the following

Use ADHS TB Control Program electronic system or the Medical Electronic Disease Surveillance Intelligence System, once available, to track and report TB case information and contact investigation results and outcome.



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**COST REIMBURSEMENT SCHEDULE  
PRICE SHEET  
COCHISE COUNTY – TB CONTROL  
Contract HG854563  
Effective 7/1/11**

<b>Cost Reimbursement Category</b>	<b>Amount</b>
a. PERSONAL SERVICES AND ERE	\$4,200.00
b. PROFESSIONAL AND OUTSIDE SERVICES	\$2,600.00
c. TRAVEL EXPENSES	\$2,500.00
d. OTHER OPERATING	\$2,699.00
e. CAPITAL OUTLAY EXPENSE	\$1.00
f. OTHER	\$0
<b>TOTAL</b>	<b>\$12,000.00</b>

**Note:** With prior approval from ADHS Program Manger, the Contractor is authorized to transfer up to a maximum of thirty-five percent (35%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding thirty-five percent (35%) percent or to a non-funded item shall require a Contract Amendment.