



CONTRACT AMENDMENT

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

Contract No: ADHS11-004700 Amendment No: 1

Procurement Specialist:
Elena Beeman

HIV Care Services

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

1. Effective April 1, 2012, the pricing for this Contract shall be revised to reflect the following changes:
 - 1.1 Personnel and Employee Related Expenses shall increase \$5,018.74 to reflect the new total amount of **\$50,087.23**.
 - 1.2 Professional and Outside Services shall decrease \$1,407.42 to reflect the new total amount of **\$23,907.42**.
 - 1.3 Travel shall decrease \$4,483.04 to reflect the new amount of **\$8,700.00**.
 - 1.4 Other Operating Expenses shall decrease \$1,332.00 to reflect the new total amount of **\$1,693.00**.
 - 1.5 Indirect shall decrease \$611.12 to reflect the new total amount of **\$4,441.54**.

The new Contract total shall remain **\$88,829.19**. The revision is due to the realignment of the Budget.

The Items Tab in ProcureAZ will be revised and updated upon execution of this Contract 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.

The above referenced Contract Amendment is hereby executed this _____ day of _____, 2012 at Phoenix, Arizona


Signature / Date 8/20/12

Authorized Signatory's Name and Title:
Tommie C. Martin, Chairman Board of Supervisors

Procurement Officer

Contractor's Name:
Gila County Health Department


Bryan Chambers, Gila County Attorney 1

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2. Delete Uniform Terms and Conditions, Page Thirteen (13), Paragraph C, Contract Administration and Operation, Provision 2, Non-Discrimination, and replace with the following:

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.

3. Add to Uniform Terms and Conditions, Page Thirteen (13), Paragraph C, Contract Administration and Operation, Provision 10, 11, 12, 13 as follows:

10. 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.

11. 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.

12. 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.

13. Offshore Performance of Work Prohibited. 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. Delete in its entirety, Special Terms and Conditions, Page Twenty-Two (22), Paragraph R, Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement, from the Contract.

5. Delete in its entirety, Special Terms and Conditions, Page Twenty-Two (22), Paragraph S, Offshore Performance of Work Prohibited, from the Contract.

6. Delete in its entirety, Special Terms and Conditions, Page Twenty-Five (25), Paragraph U, Insurance Requirements Section 7, and replace it with the following:

7. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

7. Delete in its entirety, Special Terms and Conditions, Page Twenty-Five (25), Paragraph V, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and replace it with the following:

Health Insurance Portability and Accountability Act of 1996. 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



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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.

8. Add to Special Terms and Conditions, Page Twenty-Six (26), add paragraph C to Section W. Pandemic Contractual Performance as stated below.
3. 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.
9. Replace Attachment No. Five (5) Collaborations and/or Proposed Subcontractors of the Contract with Collaborations and/or Proposed Subcontractors of this Amendment.
10. Replace Attachment No. Eleven (11) Budget Justification and Narrative of the Contract with Budget Justification and Narrative of this Amendment.
11. Replace Attachment No. Twelve (12) Proposal Summary Page of the Contract with Proposal Summary Page of this Amendment.



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ATTACHMENT 5 COLLABORATIONS AND/OR PROPOSED SUBCONTRACTORS

Contract No. ADHS11-004700

Collaborations and/or Proposed Subcontractors

If the service or program described in response to this Contract proposes either subcontractors or collaborations, provide a description for each one included.

Documentation of agreement or a support letter, one (1) format provided in Attachment 5, must accompany each identified collaborative partner or proposed subcontract.

Proposed Collaboration(s)	Terms	Relation to proposed project (How will this collaboration enhance the provision of services in the current proposal)
Northland Cares	To provide outpatient medical services for Gila, Apache and Navajo Counties.	Satellite clinic and telemedicine will be provided making it more convenient for these clients to access HIV care.
North Country Healthcare	To provide core medical services for Apache and Navajo Counties.	The core services include outpatient and ambulatory health services, medical case management, oral health, health insurance premium cost sharing, AIDS pharmaceutical assistance, early intervention and mental health.
Bread and Soup for You, PLLC	To provide HIV support group services for Apache and Navajo Counties.	Provides psychosocial support services for clients and their affected care givers.
Apache County Public Health Services District	To provide HIV Prevention Services to Apache County residents.	Work with Gila County case management in early identification of individuals with HIV/AIDS.
Navajo County Public Health Services District	To provide HIV Prevention Services to Navajo County residents.	Work with Gila County case management in early identification of individuals with HIV/AIDS.
Southern Arizona AIDS Foundation	To provide oral health services to Gila, Apache and Navajo County residents	Work with Gila County case management to ensure client receive oral health services.

Add additional collaborators as needed



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Proposed Subcontractor(s)	Terms	Relation to proposed project (How will this subcontractor enhance the provision of services in the current proposal)
Lori A. Martinez, M.A. LPC, LISAC	To provide Mental services to Gila County Clients and affected support system. Clients will be provided individual counseling.	By providing necessary mental health services to an area which previously had no services.

Add additional subcontractors as needed

DOCUMENTATION OF COLLABORATIVE PARTNER and/or SUBCONTRACTOR

You have been identified in the response to RFP ADHS11-00000347 as either a proposed subcontractor or a collaborating partner in a HIV Care Services project by (Offeror) _____ for (Service Category) _____. Please respond to the following question:

1. How will you (your program/agency) be working to support the terms of the offeror's proposed HIV prevention programming?
 - 1.1 If your proposed role will be as a subcontractor please include the following information: proposed budget details, staffing, and subcontract if available.
 - 1.2 If your proposed role will be as a collaborative partner please include the following information: description of in-kind resource(s) to be provided, staffing.



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**ATTACHMENT 11
 BUDGET JUSTIFICATION AND NARRATIVE**

Contract. NO. ADHS11-004700

Offerors will provide information covering Personnel Services, Employee Related Expenses, Professional and Outside Services, Other Operating Expenses, and Travel in the tables below, for each separate service category proposed, as well as a detailed narrative covering each item listed in the tables. Administrative costs are those which are necessary for the logistical operation of the program, but are not directly related to the delivery of the services provided. Quality Management costs are those which are directly related to the programs clinical quality management activity, the program's participation in the Ryan White Part B statewide quality management program, or any data collection or reporting activity required for clinical quality management.

Ryan White Part B Line Item Budget Preparation
 Amount Requested:

2012-
 2013

Line Item	Full Salary	FTE % for Program	Core Medical FTE	Core Medical \$	Support Services FTE	Support Services \$	QM FTE	QM \$	Admin FTE	*Admin \$	Total \$
Personnel Services											
Medical Case Manager	\$35,412.52	.95	.50	\$17,706.26	.45	\$15,935.63					\$33,641.89
Accounting Clerk	\$33,250.00	.01							.01	\$3,325.00	\$3,325.00
Sub-total Personnel											\$36,966.89
Fringe											
Employee Related Expenses (ERE)											
Employee Related Expenses (ERE)	\$13,810.88	.95	.50	\$6,905.44	.45	\$6,214.90					\$13,120.34
Sub-total ERE	\$13,810.88										\$13,120.34
Travel											
Travel				\$4,350.00		\$4,350.00					\$8,700.00
Sub-total Travel											\$8,700.00
Other Operating Expense											
Other Operating Expense				\$246.50		\$246.50					\$493.00
Sub-total Supplies										\$1,200.00	\$1,200.00
Core and Contractual Services											\$1,693.00
Outpatient/Ambulatory Care											
HIPSCA				\$407.42							\$407.42
Oral healthcare											
Mental Health				\$4,000.00							\$4,000.00



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**ATTACHMENT 12
 PROPOSAL SUMMARY PAGE**

RFP NO. ADHS11-004700 Gila County

2012-2013

<u>Service Category</u>	<u>Included in Proposal (Yes or No)</u>	<u>A. Number of Clients Served Per Year in Proposal</u>	<u>B. Total Cost Per Year of Service Category (as itemized in corresponding Attachment 11)</u>	<u>C. Cost Per Client for Service Category Proposed (B/C)</u>
Outpatient and Ambulatory Health Services	NO			
Medical Case Management Including Treatment Adherence Services	YES	50	17706.26	354.12
Oral Health Care Services	NO			
Health Insurance Premium and Cost Sharing Assistance for Low Income Individuals	YES	50	407.42	8.15
Early Intervention Services	NO			
Mental Health Services	YES	20	4000.00	200.00
Substance Abuse Services (Outpatient)	NO			
Case Management (non-medical)	YES	50	15,935.63	318.71
Emergency Financial Assistance	YES	50	8000.00	160.00
Food Bank/Home-Delivered Meals	YES	50	6000.00	120.00
Housing Services	NO			
Medical Transportation Services	YES	50	5500.00	110.00
Personnel/ERE	YES	50	50087.23	1001.74
Travel (not listed above)	YES	50	8700.00	174.00
Other Operating	YES	50	1693.00	33.86
Indirect	YES	50	4441.54	88.83



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