



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
Jacqueline Ortega-Avila

Contract No: ADHS13-040496

Amendment No. 1

HIV CARE AND SERVICES

Effective September 20, 2013, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

- 1. Pursuant to Page Two (2), Terms and Conditions, Provision Four (4), Contract Administration and Operation, Item (4.12), Scrutinized Businesses, is deleted in its entirety.
2. Pursuant to Page Six (6), Terms and Conditions, Provision Six (6), Contract Changes, Item (6.1), the Scope of Services, Provision Five (5), Requirements, of the Contract, is hereby revised to add the following:

5. Requirements

5.9 When an audit is conducted, the Contractor shall be responsible for reimbursing unallowable expenses if an outcome is found for unallowable expenses on a Contractor's Expenditure Report. ADHS will collect any reimbursements due to unallowable expenditures.

- 3. Pursuant to Page Six (6), Terms and Conditions, Provision Six (6), Contract Changes, Item (6.1), Amendments, Purchase Orders and Change Orders, the Scope of Services, Provision Seven (7), Deliverables, of the Contract, is hereby revised to add the following:

(CONTINUED ON NEXT PAGE)

ALL OTHER PROVISIONS OF THIS AGREEMENT REMAIN UNCHANGED.

Gila County Health Department

Contractor Name

5515 South Apache Avenue, Suite #100

Address

Globe Arizona 85501
City State Zip

CONTRACTOR SIGNATURE

Handwritten signature of Michael A. Pastor

Contractor Authorized Signature

Michael A. Pastor

Printed Name

Chairman Board of Supervisors

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

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 7th day of January 2013

Handwritten signature of Christine Ruth

Procurement Officer

Signature of Bryan Chambers, Deputy Attorney Principal

Date 12-17-13

Printed Name

Attorney General Contract No. P0012012000033, 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

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.

Signature of Patricia Lammagna, Assistant Attorney General

Date 1/3/14

Printed Name: Patricia Lammagna

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5. Pursuant to Page Eleven (11), Terms and Conditions, Provision Eighteen (18), Health Insurance Portability and Accountability Act of 1996 (HIPAA) is revised to read as follows:

**18. Health Insurance Portability and Accountability Act of 1996 (HIPAA)** 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 Arizona Strategic Enterprise Technology (ASET) Office, 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 ASET /SISPO Chief Privacy Officer and HIPAA Coordinator.

6. Pursuant to Page Twelve (12), Terms and Conditions, Provision Twenty (20) is added as follows:

**20. Data Universal Numbering System (DUNS) Number Requirement**

Pursuant to 2 CFR 25.100 *et seq.*, no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its DUNS Number to ADHS.

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**7. Deliverables**

7.1 The Contractor shall submit to ADHS the following deliverables.

ITEM	DELIVERABLE NAME	DELIVERABLE DUE DATE	SUBMIT TO
7.1.1	Monthly CER and Monthly Activity Report (MAR)	Fifteen (15) days after month in service/claim	Program Manager
7.1.2	Client level data entry into an HRSA approved data system	Five (5) days after activity	Program Manager via CAREWare or other HRSA approved system
7.1.3	Quarterly Narrative Report	July 15, Oct 15, Jan 15, of each year	Program Manager
7.1.4	Ryan White Data Report (RDR)/Ryan White Services Report (RSR)	Between January and March each year for prior Calendar Year data (due date defined by HRSA)	Program Manager and HRSA through Electronic Handbook
7.1.5	Annual Narrative Report	April 15 of each year	Program Manager
7.1.6	Annual Service Delivery Plan	April 30 of each year	Program Manager
7.1.7	Quality Management Plan	May 1 of each year	Program Manager
7.1.8	Budget Projections	Jan 1 of each year for remainder of current year	Program Manager
7.1.9	Yearly Budget Worksheet and Narrative/justification	December 1 of each year for March 31 year end	Program Manager

**7.2 Invoices**

- 7.2.1 Contractors have 45 days from the receipt of this amendment to provide Part B with a plan on how the agency will ensure invoices/claims are paid within the current grant year.
- 7.2.2 Invoices which are being paid, must be for services received within the current grant year April 1<sup>st</sup> to March 31<sup>st</sup>. Contractors have until May 15<sup>th</sup> to reconcile any payments which are received for the previous grant year. Any invoice received after May 15<sup>th</sup> for the previous grant year cannot be paid with RW grant funds.
- 7.2.3 **Example:** Current grant year is April 1, 2013 to March 31, 2014. Any invoices with a date of service prior to March 31, 2013 cannot be paid with current grant funds; there are no exceptions. The date of invoice cannot be used; contractors must use the date of service to determine if an invoice can be paid. A contractor who pays for an invoice dated from a previous grant cycle will be required to reimburse ADHS.

4. Pursuant to Page Eleven (11), Terms and Conditions, Provision Fifteen (15), Fingerprint and Certification Requirements/Juvenile Services, is deleted in its entirety.