



**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: ADHS12-010923

Amendment No. 3

Procurement Specialist  
 Sue-Anne Tan

**Community Health Grant**

**Effective January 1, 2015, it is mutually agreed that the IGA referenced is amended as follows:**

1. The Price Sheet of Amendment Two (2) is replaced with the revised Price Sheet of this Amendment Three (3). The IGA Item Pricing shall be revised in ProcureAZ to align with available funding upon execution of this Amendment Three (3). The IGA budget total remains the same at **\$75,000.00** based on the following line item changes:
  - 1.1 Personnel increased by \$900.22 for a total of **\$40,642.38** due to Gila County conducted a classification/compensation study which identified staff will receive pay increases;
  - 1.2 ERE increased by \$4,275.61 for a total of **\$16,256.95** due to Increase in retirement/health insurance;

**All other provisions of this agreement remain unchanged.**

Gila County Health Department

**Contractor Name**

1400 East Ash

**Address**

Globe AZ 85501  
 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**

**Date**

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.

**Signature** **Date**

Bryan Chambers, Deputy County Attorney/Civil Bureau Chief

**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 \_\_\_\_\_ 2015

**Procurement Officer**

Attorney General Contract No. P0012014000078, 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:

**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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- 1.3 Professional & Outside Services decreased by \$249.00 for a total amount of **\$1.00** since the amount of budget for this line item was never used;
  - 1.4 Travel Expenses decreased by \$786.40 for a total amount of **\$3,517.60** due to Travel Expenses were not used; and
  - 1.5 Operating Expenses decreased by \$4,140.43 for a total amount of **\$7,762.89** to adjust for salary increases.
2. Pursuant to Terms and Conditions, Provision Seven (7), Risk and Liability, Section 7.3 Indemnification – Patent and Copyright, is hereby deleted in its entirety.
  3. Pursuant to 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 Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security 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 ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

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**Gila County Division of Health and Emergency Services**  
As of January 1, 2015

Cost Reimbursement Line Item Budget

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	\$40,642.38
ERE	\$16,256.95
Professional & Outside Services	\$1.00
Travel Expense	\$3,517.60
Out of State Travel	\$1.00
Other Operating Expense	\$7,762.89
Other	\$0.00
Indirect (if authorized)	\$6,818.18
<b>TOTAL</b>	<b>\$75,000.00</b>

With prior written approval from the Program Manager, the contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require a Contract Amendment.