



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 Officer
Sue-Anne Tan

Contract No: ADHS13-047273

Amendment No. 2

Maternal, Infant, and Early Childhood Home Visiting

Effective October 1, 2014, it is mutually agreed that the IGA referenced is amended as follows:

- 1. The Price Sheet of Amendment One (1) is replaced with the revised Price Sheet of this Amendment Two (2). The IGA Item Pricing shall be revised in ProcureAZ to align with available funding upon execution of this Amendment Two (2). The IGA line item pricing total decreased from \$167,000.00 to \$148,000.00 based on the following line item changes:
1.1 Personnel decreased by \$531.00 for a total of \$55,119.00 due reduction from 0.10 FTE to 0.05 FTE for Division Administrator and increase for Program Manager from 0.05 FTE to 0.20 FTE;
1.2 ERE decreased by \$940.00 for a total of \$19,994.00 due to the reduction in Personnel;
1.2 Professional & Outside Services has no change;
1.3 Travel Expenses increased by \$947.00 for a total of \$3,648.00 as budgeted for travel for 2015;

All other provisions of this IGA remain unchanged.

Form with sections for Contractor Information, Contractor Signature, Contractor Attorney Signature, and Attorney General Contract No. P0012014000078. Includes fields for Name, Address, City, State, Zip, Signature, Date, and Title.

REVIEWED BY: [Signature]
Appointing Authority or Designee
Pima County Health Department

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- 1.4 Other Operating Expenses decreased by \$17,609.00 for a total of **\$15,858.00** due to fewer resources needed;
- 1.5 Capital Outlay Expense decreased by \$1,500.00 to **\$0.00** due to no funds need to be allocated to this category for 2015; and
- 1.6 Indirect (if authorized) increased by \$633.00 for a total of **\$15,421.00** due to the increase of indirect cost rate for Pima County Health Department.
2. Pursuant Terms and Conditions, Provision 7.3 of IGA, Indemnification – Patent and Copyright, is hereby deleted in its entirety.
3. Pursuant Terms and Conditions, Provision Fifteen (15), Fingerprint and Certification Requirements/Juvenile Services, is hereby deleted in its entirety.
4. Pursuant to the Terms and Conditions, Provision Eighteen (18), Health Insurance Portability and Accountability Act of 1996 of the IGA is hereby replaced with the following language:

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.

5. Provision Twenty (20), Authorization for Provision of Services, is hereby added to the Terms and Conditions of the IGA:

20. Authorization for Provision of Services

Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Agreement.

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Price Sheet
As of October 1, 2014

Pima County Health Department

Cost Reimbursement Line Item Budget

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	\$ 55,119.00
ERE	\$ 19,994.00
Professional & Outside Services	\$ 37,960.00
Travel Expense	\$ 3,648.00
Occupancy Expense	\$ 0.00
Other Operating Expense	\$ 15,858.00
Capital Outlay Expense	\$ 0.00
Indirect (if authorized)	\$ 15,421.00
TOTAL	\$ 148,000.00

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.