PIMA COUNTY DEPT OF INSTITUTIONAL HEALTH **PROJECT: ADHS 11-297 CONTRIBUTION** **CONTRACTOR: AZ DEPT OF HEALTH SERVICES (ADHS)** **CONTRACT NO.: 01-65-A-142181-0709** **CONTRACT AMENDMENT NO.: ONE (1)**	CONTRACT NO. 01-65-A-142181-0709 AMENDMENT NO. 01 This number must appear on all invoices, correspondence and documents pertaining to this contract.

ORIG. CONTRACT TERM: 07/01/2009 - 06/30/2010
TERMINATION DATE PRIOR AMENDMENT: N/A
TERMINATION THIS AMENDMENT: 06/30/2011

ORIG. CONTRACT AMOUNT: $3,064,936.00
PRIOR AMENDMENTS: $0.00
AMOUNT THIS AMENDMENT: $3,064,936.00
REVISED CONTRACT AMOUNT: $6,129,872.00

AMENDMENT No. 1
INTERGOVERNMENTAL AGREEMENT

WHEREAS, COUNTY and ARIZONA DEPARTMENT OF HEALTH SERVICES (ADHS) entered into an Intergovernmental Agreement (IGA) for services as referenced above; and

WHEREAS, ADHS and COUNTY have agreed pursuant to Article I – Term to extend the term of this agreement for a period of one year, and to add additional language to clarify COUNTY's responsibility with respect to the court-ordered evaluation pursuant to Arizona Revised Statutes Title 36, Chapter 5, Article 4; and

WHEREAS, ADHS and COUNTY, pursuant to Article 3 – Funding, have agreed to increase the amount of the Agreement to allow continued funding for the integration of the statewide behavioral health system during the extended term of the Agreement;

NOW, THEREFORE, it is agreed as follows:

CHANGE: ARTICLE I - TERM:

From: 1.1 This Agreement shall become effective on July 1, 2009, and shall continue through June 30, 2010, unless further extended or sooner terminated pursuant to the provisions of this Agreement. The executed Agreement shall be filed with the Arizona Secretary of State. The Funding Provisions established herein are operative effective July 1, 2009.

To: 1.1 This Agreement shall become effective on July 1, 2009, and shall continue through June 30, 2011, unless further extended or sooner terminated pursuant to the provisions of this Agreement. The Funding Provisions established herein for the period of July 1, 2010 through June 30, 2011 are operative effective July 1, 2010.

CHANGE: ARTICLE II – SCOPE OF SERVICES, PARAGRAPH 2.4:

From: 2.4 To the extent obligated by law, COUNTY shall retain financial responsibility for Court proceeding expenses for commitment actions brought under Title 36, including the costs of independent evaluators and the fees and costs for the attorneys for the prosecution, and the court-appointed defense attorneys. Nothing in this Agreement shall prohibit, preclude, or prevent COUNTY from seeking, pursuing and obtaining reimbursement from

other party payers to recover the cost of the services of behavioral health professionals and/or the costs of hospitalization that may be incurred as a result of the civil commitment process.

To: 2.4 To the extent obligated by law, COUNTY shall retain financial responsibility for Court proceeding expenses for commitment actions brought under Title 36, including the costs of independent evaluators and the fees and costs for the attorneys for the prosecution, and the court-appointed defense attorneys. COUNTY and ADHS agree that in addition to the aforementioned costs, COUNTY's obligation for payment of court ordered evaluation related costs is limited to the period of no more than seventy-two hours following the court order authorizing an evaluation consistent with Arizona Revised Statutes, Title 36, Chapter 5. COUNTY and ADHS agree that COUNTY is not responsible for payment of any additional inpatient days following the completion of the seventy-two hour court ordered evaluation period. Nothing in this Agreement shall prohibit, preclude, or prevent COUNTY from seeking, pursuing and obtaining reimbursement from other party payers to recover the cost of the services of behavioral health professionals and/or the costs of hospitalization that may be incurred as a result of the civil commitment process, or from deferring payment to other payers which may have the responsibility to otherwise pay the costs of care for patients involved in commitment actions.

CHANGE: ARTICLE II – SCOPE OF SERVICES, PARAGRAPH 2.9:

From: 2.9 To the extent possible, ADHS and COUNTY agree to work together to maximize potential resources, including Federal Financial Participation, for the provision of behavioral health service to COUNTY's residents and to mitigate barriers related to maximizing potential resources.

To: 2.9 ADHS and COUNTY agree to actively collaborate to maximize any potential resources, including any available grant funding, and working to overcome barriers thereto as allowed by law, including expanded utilization of Federal Financial Participation, for the provision of behavioral health services to COUNTY's residents.

CHANGE: ARTICLE III - FUNDING:

From: The amount of funding for the term of this Agreement shall not exceed THREE MILLION, SIXTY-FOUR THOUSAND, NINE HUNDRED THIRTY-SIX DOLLARS ($3,064,936) as indicated herein:

To: The amount of funding for the term of this Agreement shall not exceed THREE MILLION, SIXTY-FOUR THOUSAND, NINE HUNDRED THIRTY-SIX DOLLARS ($3,064,936) for each fiscal year period during the term of this Agreement:

CHANGE: ARTICLE III – FUNDING, PARAGRAPH 3.1:

From: 3.1 COUNTY shall pay to ADHS the following: TWO MILLION, NINE HUNDRED SIXTY-FOUR THOUSAND, NINE HUNDRED THIRTY-SIX DOLLARS ($2,964,936) for the period of July 1, 2009 through June 30, 2010. Payment shall be made in twelve equal monthly payments of TWO HUNDRED FORTY-SEVEN THOUSAND, SEVENTY-EIGHT DOLLARS ($247,078) and shall be made on or before the fifteenth day of each calendar month during the term of this Agreement.

To: 3.1 COUNTY shall pay to ADHS the following: TWO MILLION, NINE HUNDRED SIXTY-FOUR THOUSAND, NINE HUNDRED THIRTY-SIX DOLLARS ($2,964,936) for each fiscal year period during the term of this Agreement. Payment shall be made in twelve

equal monthly payments of TWO HUNDRED FORTY-SEVEN THOUSAND, SEVENTY-EIGHT DOLLARS ($247,078) and shall be made on or before the fifteenth day of each calendar month during the term of this Agreement.

CHANGE: ARTICLE III – FUNDING, PARAGRAPH 3.2:

From: 3.2 In addition to the payment indicated in Paragraph 3.1, COUNTY shall pay to ADHS the following: ONE HUNDRED THOUSAND DOLLARS ($100,000) for the period of July 1, 2009 through June 30, 2010, for the provision of all Title 36 pre-petition screening services as referenced in Paragraph 2.2. Payment shall be made in twelve equal monthly payments of EIGHT THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS ($8,333.33) and shall be made on or before the fifteenth day of each calendar month during the term of this Agreement.

To: 3.2 In addition to the payment indicated in Paragraph 3.1, COUNTY shall pay to ADHS the following: ONE HUNDRED THOUSAND DOLLARS ($100,000) for each fiscal year period during the term of this Agreement for the provision of all Title 36 pre-petition screening services as referenced in Paragraph 2.2. Payment shall be made in twelve equal monthly payments of EIGHT THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS ($8,333.33) and shall be made on or before the fifteenth day of each calendar month during the term of this Agreement.

The effective date of this Amendment shall be July 1, 2010.

(Remainder of this page left intentionally blank.)

All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

PIMA COUNTY:

Chair, Board of Supervisors

JUL 06 2010

Date

STATE OF ARIZONA:

Christine Ruth

Signature

Christine Ruth Acting Chief Procurement Officer

Name and Title (Please Print)

6/30/10

Date

ATTEST:

Clerk of Board

JUL 06 2010

Date

Pursuant to A.R.S. §11-952, the undersigned COUNTY's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Deputy County Attorney

Attorney General Contract No. _____ 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 the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

Assistant Attorney General

96152 AY11

DEPARTMENT OF INSTITUTIONAL HEALTH
3950 S. COUNTRY CLUB, STE 300
TUCSON, AZ 85714
(520) 243-7830
FAX (520) 798-1269

LARRY KRAUS
DIRECTOR

GARRETT HANCOCK
ADMINISTRATIVE SERVICES
MANAGER

By FedEx Overnight Delivery

July 20, 2010

AZ Dept. of Health Services
Ana Madrigal, Finance Division
1740 W. Adams, Ste. 301
Phoenix, AZ 85007

Re: Contract #142181-01 & July Payment

Dear Ms. Madrigal:

Enclosed is the July payment in the amount of Two Hundred Fifty Five Thousand Four Hundred Eleven dollars and Thirty Seven cents ($255,411.37) due to AZ Dept. of Health Services by the 15th of the month. The July payment could not be processed until the contract renewal process was finalized and the appropriated funding was allocated.

Also enclosed is the final approved contract (original) signed by all parties. Please ensure that this original contract is sent to the appropriate contract staff at ADHS for their files and reference.

If you have any questions, please contact me at (520)-243-7845.

Respectfully,
Damien McNeal
Damien McNeal
Program Coordinator

Enclosure: Original Contract #142181-01
Warrant #22424048

Cc Larry Kraus, DIH Director
Nereyda Ramirez, ADHS Contracts Division