AMENDMENT No. 5
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

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, 2014, unless further extended or sooner terminated pursuant to the provisions of this Agreement. The Funding Provisions established herein for the period of July 1, 2013 through June 30, 2014 are operative effective July 1, 2013.

To: 1.1 This Agreement shall become effective on July 1, 2009 and shall continue through June 30, 2015, unless further extended or sooner terminated pursuant to the provisions of this Agreement. The Funding Provisions established herein for the period of July 1, 2014 through June 30, 2015 are operative effective July 1, 2014.

CHANGE: ARTICLE 10 – MISCELLANEOUS, PARAGRAPH 10.9:

From: 10.9 Scrutinized Business Operations – "Pursuant to A.R.S.§§ 35-391.06 and 393.06, each Party hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by either Party may result in action up to and including termination of this Agreement.

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To: 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.

ADD: ARTICLE 10 — MISCELLANEOUS, PARAGRAPH 10.10:

Federal Immigration and Nationality Act The Parties 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, each party agrees that, in the event they use subcontractors, they 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.

(Remainder of this page left intentionally blank.)
The effective date of this Amendment shall be June 30, 2014.

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

MAY 06 2014

Date

STATE OF ARIZONA:

Signature

Rebecca O'Brien, Deputy Chief Procurement Officer

Name and Title (Please Print)

4/2/14

Date

ATTEST:

Clerk of Board

MAY 06 2014

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

[Signature]

Attorney General Contract No. 0012012000033, 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 Assistant Attorney General.

3/10/14

Assistant Attorney General

Patricia Lammagna