



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: ADHS14-053062

Amendment No. 1

Sr. Procurement Specialist
Mr. Tracey Thomas

BNPA - WIC, BFPC and FMNP

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

- 1. The WIC Price Sheet from the original Agreement is hereby replaced with the revised WIC Price Sheet of this Amendment number One (1). The total of the Revised WIC Price Sheet is increased from \$268,575.00 to \$277,125.00 due to the following line item changes:
1.1 Personnel Costs / Salary decreased by \$30,206.00 for a total of \$120,080.00 due to decrease in FTE paid by WIC and decrease in salary for new staff nutritionist position.
1.2 ERE decreased by \$365.00 for a total of \$56,733.00 due to personnel cost decrease.
1.3 Travel decreased by \$2,395.00 for a total of \$8,199.00 due to absence of regional training and new software training is held in their city.
1.4 Other Operating Expense increased by \$708.00 for a total of \$13,874.00 due to increase in cost of supplies and outreach materials.

Continued on next page

Contractor Signature section for Gila County Health Services, including fields for Contractor Name, Address, City, State, Zip, Signature, Date, and Title. Includes a section for Contractor Attorney Signature and a final section for Attorney General Contract No. P0012014000078.

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- 1.5 Indirect increased by \$2,258.00 for a total of \$15,686.00 due to increase of one percent (1%).
- 1.6 Registered Dietitian increased by \$38,550.00 for a total of \$62,550.00 due to Nutritionist position filled by a Registered Dietitian which has higher salary.
2. The BFPC Price Sheet from the original Agreement is hereby replaced with the revised BFPC Price Sheet of this Amendment number One (1). The total of the Revised BFPC Price Sheet is increased from \$40,000.00 to \$40,500.00 due to the following line item changes:
  - 2.1 Personnel increased by \$2,052.00 for a total of \$24,152.00 due to pay increase.
  - 2.2 Employee Related Expenses decreased by \$542.00 for a total of \$7,690.00 due to decrease in cost of benefits.
  - 2.3 Travel Expense decreased by \$975.00 for a total of \$1,799.00 due to change in staff office location.
  - 2.4 Other Operating Expenses increased by \$283.00 for a total of \$3,174.00 due to purchase of required demonstration materials for both sites.
  - 2.5 Indirect Costs decreased by \$318.00 for a total of \$3,682.00 to accommodate pay raises.
3. Replace in its entirety, Special Terms and Conditions, Provision Seventeen (17), Health Insurance Portability and Accountability Act of 1996 with the following:
  17. Health Insurance Portability and Accountability Act of 1996
    - 17.1 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.
    - 17.2 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.

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

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**PRICE SHEET**

**October 1, 2014 to September 30, 2015**

**WIC Services**

WIC Services Account Classification	Amount
Personnel	<b>\$120,080.00</b>
Employee Related Expenses	<b>\$56,733.00</b>
Professional & Outside Services	<b>\$1.00</b>
Travel Expense	<b>\$8,199.00</b>
Occupancy Expenses	<b>\$1.00</b>
Other Operating Expenses	<b>\$13,874.00</b>
Capital Expenditures	<b>\$1.00</b>
Indirect Cost	<b>\$15,686.00</b>
RD Supplement	<b>\$62,550.00</b>
<b>Total</b>	<b>\$277,125.00</b>

**Breastfeeding Peer Counseling Services**

Account Classification	Amount
Personnel	<b>\$24,152.00</b>
Employee Related Expenses	<b>\$7,690.00</b>
Professional & Outside Services	<b>\$1.00</b>
Travel Expense	<b>\$1,799.00</b>
Occupancy Expenses	<b>\$1.00</b>
Other Operating Expenses	<b>\$3,174.00</b>
Capital Expenditures	<b>\$1.00</b>
Indirect Costs	<b>\$3,682.00</b>
<b>Total</b>	<b>\$40,500.00</b>

**Farmer's Market Nutrition Program Services  
March 1, 2015 to September 30, 2015**

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC FMNP Check Issuance	\$1.25	WIC Participant	AS NEEDED

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**Additional Terms and Conditions:**

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 funded line items except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Registered Dietitian line item is meant to fund additional Registered Dietitian position(s) to meet high risk counseling requirements.

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract 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 modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

**Additional WIC Program:**

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2015 is: 1,250

**Additional Breastfeeding Peer Counseling Program:**

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

**Farmer's Market Nutrition Program:**

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.