	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: ADHS13-034421	Amendment No. 1	Procurement Officer Tracy Chisler

Teen Pregnancy Prevention Program – Abstinence Plus

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

1. Pursuant to the Scope of Work, Provision D., Tasks, the following tasks are revised to read as follows:

   4.2 If offering youth development, the program needs to ensure integration between youth development activities and teen pregnancy prevention curriculum education.

   4.3 Program must obtain signed active parental consent form for youth to participate in the program and a separate consent to participate in the evaluation.

   6.1 Administering the ADHS pre/post evaluation tool to youth; and

All other provisions of this IGA remain unchanged.

Gila County Health and Emergency Services **Contractor Name**	CONTRACTOR SIGNATURE x **Contractor Authorized Signature**
5515 S. Apache Ave., Suite 100 **Address**	Michael A. Pastor **Printed Name**
Globe AZ 85501 **City State Zip**	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 x 4-1-14 **Signature** **Date** Bryan Chambers, Deputy Attorney Principal **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** 17th **day of** April 2014 **2013** Christine Ruth **Procurement Officer**
Attorney General Contract No. P0012012000033, 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 4.15.14 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.**

2. Pursuant to the Scope of Work, Provision G., Deliverables, the following deliverables are revised to read as follows:

   2. A monthly narrative report (template provided by ADHS) of program activity services rendered, due the 10th of each month following the month of service (Exhibit Five (5)) and shall be approved by ADHS prior to reimbursement;

   3. Administer ADHS pre and post evaluation tool(s) to each participating youth and submit to ADHS within five (5) days of completion of tool. In addition, programs implementing the Wyman Teen Outreach Program® (TOP) will be required to administer the TOP® pre and post surveys and the ADHS pre/post evaluation tool(s);

   4. A monthly Contractor's Expenditure Report (Exhibit Two (2)), due thirty (30) days following each month of service, to be submitted electronically to the designated ADHS TPP Program Manager and shall be approved by ADHS prior to reimbursement;

3. The Price Sheet of the IGA is replaced with the revised Price Sheet, Page Four (4) of this Amendment One (1). The IGA Item Pricing shall be revised in ProcureAZ to align with available funding upon execution of this Amendment One (1). The IGA line item pricing total remains the same at **$191,708.00** based on the following line item changes:

   a. Personnel Services will increase by $998.84 for a total of **$105,638.00** due to an increase for a fiscal clerk for every program.

   b. ERE Services will increase by $1,446.73 for a total of **$42,256.00** due to an increase in retirement and health insurance rates for 0.50 FTE.

   c. Travel Expenses will increase by $1,013.62 for a total of **$9,490.00** due to an increase in the amount per mile and the amount of miles due to adding San Carlos and the middle school curriculum.

   d. Operating Expenses will decrease by $3,727.84 for a total of **$21,532.35** due to a decrease in office supplies to be purchased, a decrease in rent and utilities for the Payson office that is divided between two (2) programs, and a decrease in phone service and postage.

   e. Indirect (if authorized) will increase by $268.65 for a total of **$12,541.65** due to an increase to approximately seven percent (7%) of salaries and ERE.

4. Pursuant to the Terms and Conditions, Provision 4.12 of the IGA, Scrutinized Businesses, is hereby deleted in its entirety.

5. Pursuant to Terms and Conditions, Provision Fifteen (15) of the IGA, Fingerprint and Certification Requirements/Juvenile Services, is hereby deleted in its entirety.

6. 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. 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 Strategic Enterprise Technology (ASET) Office, Statewide Information Security and Privacy Office (SISPO) Chief Privacy 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 ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

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Price Sheet

COST REIMBURSEMENT LINE ITEMS	TOTAL AMOUNT
PERSONNEL	$105,638.00
EMPLOYEE RELATED EXPENSES	$42,256.00
PROFESSIONAL AND OUTSIDE SERVICES	$250.00
TRAVEL EXPENSES	$9,490.00
OPERATING EXPENSES	$21,532.35
INDIRECT (if authorized)	$12,541.65
TOTAL	**$191,708.00**

Note: The Contractor is authorized to transfer among line items up to ten percent (10%) of the total budget amount as shown on the Price Sheet and shall have prior written approval from the ADHS Program Manager. Any proposed transfer of funds among line items that exceeds ten percent (10%) of the budget amount shall require a Contract Amendment. Transfer of funds from a funded line to a non-funded line is not allowed without a Contract Amendment.