



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: ADHS14-052919

Amendment No.1

Procurement Specialist
Mr. Tracey Thomas

EMPOWER PLUS

Effective upon signature, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

- 1. Pursuant to Terms and Conditions, Provision Six (6), Contract Changes, Item 6.1, Amendments, Purchase Orders and Change Orders, the Price Sheet of the Agreement is revised and replaced with the Price Sheets of this Amendment One (1).
2. Pursuant to Terms and Conditions, Provision Six (6), Contract Changes, Item 6.1, Amendments, Purchase Orders and Change Orders, Scope of Work, Section 4, Tasks, is revised and replaced with the following:

4. TASKS

4.1 The Contractor shall, from September 1, 2014 through December 31, 2014,:

All other provisions of this agreement remain unchanged.

CONTRACTOR SIGNATURE

Contractor Name

Contractor Authorized Signature

Address

Printed Name

City State Zip

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.

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

Signature Date (Handwritten: Paul J. Herrera, 11.21.14)

Signed this \_\_\_ day of \_\_\_ 2014

Printed Name

Procurement Officer

Attorney General Contract No. P0012014000078, 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.

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.

Signature Date Assistant Attorney General

Printed Name:

REVIEWED BY (Handwritten signature)
Appointing Authority or Designee
Pima County Health Department

|   |  |                        |  |
|---|--|------------------------|--|
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4.1.1 Continue ECELC implementation with the learning collaborative Cohort One (1) by:

- 4.1.1.1 Providing technical assistance (TA) with approximately thirteen (13) assigned programs via on-site visits, telephone support and email support, to support their ability to make sustainable policy and practice change during the continuation period,
- 4.1.1.2 Providing at least one (1) site visit to each program during this period,
- 4.1.1.3 Assisting in planning, preparation and implementation of Cohort One (1) reunion event which will last about four (4) hours,
- 4.1.1.4 Documenting all TA using approved reporting instrument and submit to State Project Coordinator and Project Evaluation staff (Gretchen Swanson Center for Nutrition – GSCN), no later than the fifth (5th) working day after each month end,
- 4.1.1.5 Submitting monthly summary of TA and other project activity, using approved reporting instrument to Project Coordinator, no later than the fifth (5th) working day after each month end, and
- 4.1.1.6 Submitting monthly invoice to Project Coordinator, no later than the fifteenth (15<sup>th</sup>) working day after each month end.

4.2 The Contractor shall, from September 1, 2014 through September 30, 2015.:

4.2.1 Facilitate successful implementation of the learning collaborative Cohort Two (2) ECELC by:

- 4.2.1.1 Co-facilitating five (5), one (1) day, eight (8) hour long learning sessions with approximately ninety (90) representatives from participating ECE programs. Learning sessions take place approximately every eight (8) weeks between September and May and should include, but not be limited to the following:
- 4.2.1.2 Curriculum instruction;
- 4.2.1.3 Presentation from experts via multimedia or in-person guest speakers;
- 4.2.1.4 Breakout sessions;
- 4.2.1.5 Action planning and moderating the sharing of successes and challenges; and
- 4.2.1.6 Assignment of curriculum “homework” for participants.

4.2.2 Prepare for learning sessions – with support from State Project Coordinator and Nemours project staff – by organizing materials, becoming familiar with curriculum content, identifying state specific information as appropriate and coordinating day of learning session logistics.

4.2.3 Provide ongoing technical assistance to programs during each Action Period (period between learning sessions):

- 4.2.3.1 Provide technical assistance (TA) with approximately thirteen (13) assigned program per trainer during each Action Period, via on-site visits, telephone support and email support, to support program’s ability to make sustainable policy and practice change during the project year,

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4.2.3.2 Provide at least one site visit to each program during each Action Period,

4.2.3.3 Document all TA using approved reporting instrument and submit to State Project Coordinator and Project Evaluation Staff (Gretchen Swanson Center for Nutrition – GSCN), no later than the fifth (5th) working day after each month end,

4.2.3.4 Submit Monthly Summary of TA and other project activity, using approved reporting instrument to Project Coordinator, no later than the fifth (5th) working day after each month end,

4.2.3.5 Submit Monthly Invoice to Project Coordinator, no later than the fifteenth (15<sup>th</sup>) working day after each month end.

4.3 The Contractor shall:

4.3.1 Maintain communication with programs and contribute to overall project reporting;

4.3.2 Assist State Project Coordinator and Nemours project staff with data collection from participating programs at learning sessions and through the technical assistance process;

4.3.3 Participate in evaluation component of the ECELC project by engaging with Gretchen Swanson Center for Nutrition (i.e. completion of online surveys, participation in a focus group, interview, etc.);

4.3.4 Provide feedback and suggestions to Project Coordinator and Nemours staff to improve the future implementation of learning collaborative sessions;

4.3.5 Contribute to regular project reporting, including but not limited to, simple data collection, semi-annual reporting, documenting success stories, and, responding to other information requests;

4.3.6 Receive support from Project Coordinator, BNPA staff, Nemours staff, CDC staff, GSCN staff and others as made available:

4.3.6.1 Attend in person and participate in trainer preparation meetings, held approximately five (5) times throughout the project year, prior to each learning session,

4.3.6.2 Participate in periodic quality improvement group trainer calls, and receive additional coaching as needed to enhance support provided to participating programs, and

4.3.6.3 Communicate as needed with State Project Coordinator and Nemours content experts to expand knowledge to enhance support provided to participating programs.

3. Pursuant to Terms and Conditions, Provision Six (6), Contract Changes, Item 6.1, Amendments, Purchase Orders and Change Orders, Scope of Work, Section 5, Reference Materials, is revised and replaced with the following:

#### 5. REFERENCE MATERIALS

5.1 Cohort 2 Empower PLUS+ Trainer Guide (customized version) Hard copy

5.2 Cohort 2 Empower PLUS+ DVD's (or flash drive) (customized version) Hard copy

|   |  |                        |  |
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- 5.3 Let's Move Child Care  
<http://www.healthykidshealthyfuture.org/welcome.html>
- 5.4 Preventing Childhood Obesity in Early Care and Education Programs, 2<sup>nd</sup> Edition Handbook Hard copy
- 5.5 Moving and Dancing Kit Hard copy
- 5.6 Catching and Throwing Activity Kit Hard copy
- 5.7 Nutrition Kit Hard copy
- 5.8 Resource Binder Hard copy
- 5.9 Choosy Kids – I'm Moving CD Hard copy
- 5.10 Smart & Tasty CD Hard copy
- 5.11 CACFP Handbook Hard copy
- 5.12 Sesame Street Healthy Habits for Life Toolkit Hard copy
- 5.13 Protective Urges: Working with the Feelings of Parents and Caregiver DVD Hard copy
- 5.14 Dr. Craft's Active Play DVD & Book Hard copy
- 5.15 Empower Pack <http://www.azdhs.gov/empowerpack/>
- 5.16 Empower Guidebook <http://www.azdhs.gov/empowerpack/documents/empower-guidebook.pdf>
- 5.17 Empower Standards <http://www.azdhs.gov/empowerpack/documents/empower-standards.pdf>
- 5.18 Empower Pack Resources <http://www.azdhs.gov/empowerpack/resources.htm>
- 5.19 Meals without Squeals Hard copy
- 5.20 ECELC Resources on ECELC website designated for Trainers

4. Pursuant to Terms and Conditions, Provision Six (6), Contract Changes, Item 6.1, Amendments, Purchase Orders and Change Orders, Scope of Work, Section 6, Deliverables, is revised and replaced with the following:



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**6. DELIVERABLES**

The Contractor shall submit to ADHS the following deliverables:

| Item   | Due Date  | Submission Method   |
|--|---|---------------------|
| Learning Session One through Five (1-5) Attendance & Evaluations | First session to be held by September 2014 and approximately every eight (8) weeks thereafter | Electronic (E-mail) |
| Learning Session Preparation Meetings Attendance                 | Approximately every eight (8) weeks, prior to each learning session                           | Electronic (E-mail) |
| Technical Assistance Reports                                     | Monthly, fifth (5 <sup>th</sup> ) working day following month end                             | Electronic (E-mail) |
| Summary of TA  | Monthly, fifth (5 <sup>th</sup> ) working day following month end                             | Electronic (E-mail) |
| Invoice  | Monthly, fifteenth (15 <sup>th</sup> ) working day following month end                        | Electronic (E-mail) |

5. Pursuant to Terms and Conditions, Provision Six (6), Contract Changes, Item 6.1, Amendments, Purchase Orders and Change Orders, Terms and Conditions, Section 18, Health Insurance Portability and Accountability Act of 1996, is revised and replaced with the following:

**Health Insurance Portability and Accountability Act of 1996**

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.



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Amendment No. 1

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**Revised Price Sheet**

Effective August 1, 2014 through September 30, 2014

| SERVICE                                     | NUMBER PER BUDGET PERIOD | UNIT RATE | TOTAL COST         |
|---|--------------------------|-----------|--------------------|
| Learning Session                            | 1                        | \$1200.00 | \$ 1,200.00        |
| Technical Assistance/Site Visits – Cohort 1 | 9                        | \$100.00  | \$ 900.00          |
| Trainer Preparation Meeting                 | 1                        | \$ 600.00 | \$ 600.00          |
| <b>TOTAL</b>                                |                          |           | <b>\$ 2,700.00</b> |

**NOTE:**

1. Authorization for purchase of services under this Contract shall be made only upon Arizona Department of Health Services (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 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 Contract.
2. The Contractor shall agree that the prices stated in the original Contract shall not be increased in excess of the maximum percentage of increase, if any, stated on the Pricing Schedule.



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Contract No: ADHS14-052919

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Revised Price Sheet Effective October 1, 2014 through September 30, 2015

Table with 4 columns: SERVICE, NUMBER PER BUDGET PERIOD, UNIT RATE, TOTAL COST. Rows include Learning Session, Action Period Technical Assistance/Site Visits - Cohort 1, Action Period Technical Assistance/Site Visits - Cohort 2, Trainer Preparation Meeting, Reunion Event - Cohort 1, and a TOTAL row.

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