

AWARD NOTICE

1.0 The Contractor shall address all notices relative to this Contract to the attention of:

Rehabilitation Services Administration
Attn: Anna Lira
3221 N 16th Street, Ste 200
Phoenix, AZ 85016

PHONE: (602) 266-6752
FAX: (602) 241-7158

2.0 CONTRACT TERM:

The term of this Contract shall begin on 07/01/2004 and shall terminate on 06/30/2005

3.0 The following service(s) and geographic area(s) are awarded:

Service(s): Extended Supported Employment (Individual & Group)

Geographic Area(s): Gila County

OFFER AND CONTRACT AWARD

SOLICITATION NO. E-RSA 04045

ARIZONA DEPARTMENT OF
ECONOMIC SECURITY
REHABILITATION SERVICES ADMINISTRATION, 930A
1789 W JEFFERSON STREET
2ND FLOOR, NORTHWEST
PHOENIX, ARIZONA 85007
(602) 542-3332

OFFER

TO: THE STATE OF ARIZONA

The Undersigned hereby offers and agrees to provide the service(s) and/or material(s) in compliance with the Solicitation.

For clarification of this offer, contact:

Jocelyn R. Horner
Name
(928) 425-7631 Ext. 8664
Phone Number
(928) 425-9468
Fax Number
jhorner@co.gila.az.us
E-Mail Address

If awarded a contract, all notices should be sent to:

Jocelyn R. Horner
Name
P.O. Box 2778
Mailing Address
Globe, Az 85502
City State Zip
(928) 425-7631 (928) 425-9468
Phone Number Fax Number
jhorner@co.gila.az.us
E-Mail Address

86-6000444
Federal Employer Identification Number
Division of Health and Community Services
Company Name
P.O. Box 2778
Mailing Address
Globe, AZ 85502
City State Zip
(928) 425-7631 (928) 425-9468
Phone Number Fax Number
jhorner@co.gila.az.us
E-Mail Address


Signature of Person Authorized to Sign Offer

Jose M. Sanchez
Printed Name
Chairman, Gila County Board of Supervisors
Title

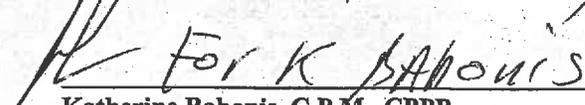
ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your offer is hereby accepted. The Contractor is now bound to provide the service(s) and/or material(s) listed in the attached award notice based upon the Solicitation, including all terms, conditions, specifications/scope of work, amendments, etc., and the Contractor's offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. E 5345511

State of Arizona

Awarded this Date: 7-1-04


Katherine Babonis, C.P.M., CPPB
Chief Procurement Officer

**THE ATTACHED WERE INCLUDED
IN THE FOLLOWING**

1. THE SOLICITATION, OR
2. ANY AMENDMENTS TO THE SOLICITATION, OR
3. THE OFFER, OR
4. ANY BEST AND FINAL OFFER

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1 **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 *"Contractor"* means any person who has a Contract with the State.
- 1.5 *"Days"* means calendar days unless otherwise specified.
- 1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,

2 Contract Interpretation

2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform

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Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

- 2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments;
 - 2.3.6 Exhibits;
 - 2.3.7 Documents referenced or included in the Solicitation.
- 2.4 **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3 Contract administration and operation.**
- 3.1 **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities

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Act.

- 3.3 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 **Property of the State.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency,

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department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

- 4.1 **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 **Applicable Taxes.**
 - 4.3.1 **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.
 - 4.3.2 **State and Local Transaction Privilege Taxes.** The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.3.3 **Tax Indemnification.** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4.3.4 **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4 **Availability of Funds for the Next State fiscal year.** Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 **Availability of Funds for the current State fiscal year.** Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - 4.5.1 Accept a decrease in price offered by the contractor;
 - 4.5.2 Cancel the Contract
 - 4.5.3 Cancel the contract and re-solicit the requirements.

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5. Contract changes

- 5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2 Indemnification
- 6.2.1 Contractor/Vendor Indemnification (Not Public Agency). The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.
- 6.2.2 Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."
- 6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State

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against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

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7 Warranties

- 7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
 - 7.2.2 Fit for the intended purposes for which the materials are used;
 - 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
 - 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5 Year 2000.
- 7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
 - 7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies



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available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 **Compliance With Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.7 **Survival of Rights and Obligations after Contract Expiration or Termination.**

7.7.1 **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

8.1 **Right to Assurance.** If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 **Stop Work Order.**

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

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- 8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all

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subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default.

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 Contract Claims. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

DEPARTMENT OF ECONOMIC SECURITY SPECIAL TERMS AND CONDITIONS

1. **Definition of Terms.** In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply:

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. "Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).
- B. "Department" means the Arizona Department of Economic Security (DES), unless otherwise indicated.
- C. "Effective Date" means the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the contract.

2. **Audit.** In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:

- A. In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), Contractors designated as subrecipients, as prescribed by the President's Council on Integrity and Efficiency Position Statement No. 6, expending Federal funds from all sources totaling \$300,000 or more (\$500,000 for fiscal years ending after December 31, 2003), must have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133). The audit must include the Reporting Package as outlined in A-133. The Department's contract numbers and award amounts must be included in a separate schedule, if not included on the Schedule of Federal Financial Assistance. A copy of the Audit Report, Management Letter and Auditors Opinion must be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit to the Department person designated to receive notices.
- B. All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to insure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter and Auditor's Opinion must be submitted to the Department person designated to receive notices within thirty (30) days after completion of the audit.
- C. As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.
- D. Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 and any other applicable statutes, rules, regulations and standards.

3. **Availability of Funds.** The Department may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor

may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

4. **Certification of Cost or Pricing Data.** By signing the offer and contract award form, the contract, change order, contract amendment or other official form, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

5. **Competitive Bidding.** The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

6. **Compliance with Applicable Laws.** In addition to the terms and conditions in section 7.6 of the Uniform Terms and Conditions, the following shall apply:
 - A. In accordance with A.R.S. §36-557 (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
 - B. Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued, or as consent by an Indian tribe to jurisdiction of any State Court.
 - C. The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620.
 - D. The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) and 29 C.F.R. Part 93 which prohibit the use of Federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any Federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other Federal law.

7. **Confidentiality.** The Contractor shall observe and abide by all applicable State and Federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and the Attorney General's Office as required by the terms of this contract, by law or upon their request.

8. **Contract Extension.** The State has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of the State. The Department's Procurement Officer may exercise the Department's option to extend or renew the contract by unilateral contract amendment; a written amendment to the contract signed by both parties shall not be necessary. Any extension or renewal must be made prior to the end of the contract period specified in this contract.

9. **Contract Term.** The term of this contract shall be the period of time from the contract begin date to the contract termination date as awarded or extended. The begin date of the contract term is the date that the Contractor may start to provide services under this contract. The Contractor will not be paid or reimbursed for contract services provided prior to the begin date. However, payments or reimbursements shall not be made under this contract until the effective date of this contract.
10. **Cooperation.** The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).
11. **Equipment.**
- A. If the Contractor is authorized to purchase equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with Department funds and submit the equipment inventory form to the Department person designated to receive notices.
 - B. The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers equipment purchased under this contract.
 - C. The Contractor shall not dispose of any equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.
 - D. Upon termination of this contract, any equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.
12. **Evaluation.** The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.
13. **Fair Hearings and Service Recipients' Grievances.**
- A. The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

- B. The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.
14. **Fees and Program Income.** Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.
15. **Fingerprinting.** The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:
- A. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall have a valid class one or class two fingerprint clearance card issued pursuant to title 41, chapter 12, article 3.1, or shall apply for a class one or class two fingerprint clearance card within seven working days of employment.
 - B. The provider shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
 - C. Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this state, or of acts committed in another state that would be offenses in this state, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
 - D. Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (F) (as may be amended).
 - E. Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
 - F. Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (F) (as may be amended).
16. **Indemnification and Insurance.**

INDEMNIFICATION

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the indemnitee shall, in all instance, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* attached hereto are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$ 2,000,000
• Products - Completed Operations Aggregate	\$ 1,000,000
• Personal and Advertising Injury	\$ 1,000,000
• Blanket Contractual Liability - Written and Oral	\$ 1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$ 1,000,000

a. The policy shall be endorsed to include coverage for sexual abuse and molestation.

b. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".*

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$ 1,000,000

a. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on*

behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

	Statutory
Workers' Compensation	
Employers' Liability	
Each Accident	\$ 500,000
Disease - Each Employee	\$ 500,000
Disease - Policy Limit	\$ 1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole/Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

- a. In the event that the professional liability insurance required by this contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall

be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this contract shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

17. **Levels of Service.**

- A. If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.
- B. The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.
- C. Any administration within the Department may obtain services under this contract.
- D. Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

- E. The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.
- F. When the method of compensation for the service is **Fixed Price with Price Adjustment**, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.
18. **Monitoring.** The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.
19. **Non-Discrimination.** In addition to the terms and conditions in section 3.2 of the Uniform Terms and Conditions, the following shall apply:
- A. Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- B. If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.
- C. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- D. The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:
- “Under the Americans with Disabilities Act, the *(insert Contractor name here)* must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. For example, this means that if necessary, the *(insert Contractor name here)* must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the *(insert Contractor name here)* will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. Please contact: *(insert Contractor contact person and phone number here)*”
20. **Notices.** In addition to the terms and conditions in section 3.5 of the Uniform Terms and Conditions, the following shall apply:

All notices shall reference the contract number.

The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:

1. Change of address of business office;

2. Change of telephone number;
3. Changes in the name and/or address of the person to whom notices are to be sent;
4. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract;
5. Change in the name of the Contractor, where the ownership or responsible entity remains the same; or,
6. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

21. **Payments.** In addition to the terms and conditions in section 4.1 of the Uniform Terms and Conditions, the following shall apply:

A. Payments shall be made according to the type of payment defined as follows:

1. **Rate (or) Fixed Price-** The Contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of authorized units if indicated by the Department for each contract service/deliverable.

2. **Fixed Price with Price Adjustment -** Reimbursement to the Contractor is in accordance with actual, allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The Contractor shall furnish the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget. Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment, provided that the Total DES Service Cost shall not increase unless a price increase is permitted by renewal or extension of the contract.

B. The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Department shall authorize payment or reimbursement in accordance with the type of payment indicated by this contract.

C. If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

D. Under no circumstances shall the Department make payment to the Contractor that exceeds the contract or service reimbursement ceiling without an amendment to this contract. Under no circumstances shall the Department make payment to the Contractor for services performed prior to or after the term of the contract without timely extension or renewal of the contract.

E. The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

22. **Payment Recoupment.** The Contractor must reimburse the Department upon demand or the Department may deduct from future payments the following:

A. Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;

- B. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
 - C. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
 - D. Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
 - E. Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
 - F. Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
 - G. Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
 - H. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
 - I. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
 - J. Any payments made for services rendered before the contract begin date or after the contract termination date.
23. **Personnel.** The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.
24. **Predecessor and Successor Contracts.** The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.
25. **Professional Standards.** The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.
26. **Records.** In addition to the terms and conditions in section 3.1 of the Uniform Terms and Conditions, the following shall apply:
- Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:
- A. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
 - B. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
 - C. Include time and attendance records for individual employees to support all salaries and wages paid;

- D. Include records of the source of all receipts and the deposit of all funds received by the Contractor;
- E. Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
- F. Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
- G. Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.

Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

27. Reporting Requirements.

- A. Unless otherwise provided in this contract, reporting shall adhere to the following schedule: no later than the 15th day following each month during the contract term the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract. Failure to submit accurate and complete reports by the 15th day following the end of a month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.
- B. No later than the 45th day following the termination of this contract, Contractor shall submit to the Department a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.
- C. All reports shall reference the contract number and be submitted to the person designated by the Department.

28. Subcontracts. In addition to the terms and conditions in section 5.2 of the Uniform Terms and Conditions, the following shall apply:

The Contractor shall provide copies of subcontracts relating to the provision of contract services to the Department upon request.

29. Substantial Interest Disclosure.

- A. Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.
- B. Leases or rental agreements or purchase of real property which would be covered by Paragraph A of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- C. For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502.

30. **Supporting Documents and Information.** In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department.

31. **Technical Assistance.** The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

32. **Termination for Any Reason.**

A. In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.

B. In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this paragraph shall not apply.

C. In the event of early termination, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

33. **Termination for Default.** In addition to the terms and conditions in section 9.5 of the Uniform Terms and Conditions, the following shall apply:

This contract may immediately be terminated if the Department determines that the health or welfare or safety of service recipients is endangered.

34. **Unallowable Costs.** The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), excluding later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

In addition, the Contractor shall comply with the following publications, as applicable:

A. OMB Circular A-87 for State, local and Indian Tribal Governments.

B. OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.

C. OMB Circular A-21 for educational institutions.

D. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

35. **Visitation, Inspection and Copying.** Contractor's or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.



REHABILITATION SERVICES ADMINISTRATION

SPECIAL TERMS AND CONDITIONS

Compliance with Applicable Laws. In addition to the terms and conditions in this section of the DES Special Terms and Conditions, the following shall apply:

- E. The Contractor shall comply with A.R.S. § 16-140 that implements the National Voter Registration Act of 1993.
- F. The Contractor shall comply with the provisions of Arizona Administrative Code, Title 6, Chapter 6, Article 9, and A.R.S. §36-551.01 when serving RSA referred clients who are also eligible applicants of the Division of Developmental Disabilities.

Confidentiality. In addition to the terms and conditions in this section of the DES Special Terms and Conditions, the following shall apply:

- A. The Contractor shall comply with the provisions of Arizona Administrative Code R6-4-405, as it pertains to sharing client information with other agencies, individuals, or employers.

SCOPE OF WORK

EXTENDED SUPPORTED EMPLOYMENT (ESE)

1. SERVICE DESCRIPTION:

- 1.1 A service that provides long-term, on-going support services for an employed individual.
- 1.2 For the purposes of this solicitation, this service includes, but is not limited to: regular contacts with the individual and/or the employer, parents or guardians; job monitoring; finding a new job or job location when necessary; maintaining established and on-going natural and peer support environments; and other activities needed to assist an individual to maintain employment. It is provided to maintain an individual in integrated employment which is compensated at a level that is not less than the wages and benefits paid by the employer to other employees who are not disabled for the same work.

An **integrated setting** is one typically found in the community in which applicants or eligible individuals interact with non-disabled individuals, other than non-disabled individuals who are providing services to those applicants or eligible individuals, to the same extent that non-disabled individuals in comparable positions interact with other persons.

- 1.3 Services provided are primarily intended for the benefit of clients referred by the Rehabilitation Services Administration (RSA). However, clients from other Department Administrations may be referred to receive services under this contract and the Department can expand the contracts to serve additional target populations.

2. AUTHORITY

The Rehabilitation Services Administration is authorized to provide this service under 34 CFR 361.48 (o) Scope of Vocational Rehabilitation Services for Individuals with Disabilities, A.R.S. §23-503 Duties and Powers of Vocational Rehabilitation Division, and A.R.S. § 41-1954 (A)(1)(d).

3. BILLING UNIT: ONE ATTENDANCE DAY or ONE CONTACT DAY.

An "Attendance Day" is defined as support for an individual working 3 hours or more in a group setting during a calendar day. Half an attendance day is billed for less than three hours of work during a calendar day.

A "Contact Day" is used when services are provided in an "individual setting." This means the service is provided to an individual who is not part of a group of clients receiving services in the same training area or workstation, and the placement is at an employer site other than the Contractor's agency-owned training/work sites. A Contact Day equals one or more contact(s) made within a twenty-four (24) hour period by Contractor staff who are directly responsible for the provision of the service: (1) With the client face to face at the work site to provide direct services, or (2) with the employer to resolve a work issue(s) specific to that individual and includes dealing with phone calls initiated by the employer.

Also see Section 6, REPORTING AND BILLING REQUIREMENTS.

4. STANDARDS/LICENSE REQUIREMENTS:

The Contractor must comply with the STANDARDS FOR PROVIDERS OF SERVICES located in the EXHIBITS section and the following standards and/or license requirements:

- 4.1 Extended Supported Employment should be provided by persons who demonstrate experience and/or qualifications in vocational programming areas, including but not limited to, the provision of Supported Employment to individuals with the most severe disabilities.
- 4.2 Extended Supported Employment services should be delivered utilizing tools, techniques and materials, which are appropriate to the mental and physical capacity/needs of the individual served. The contractor should utilize modified equipment, fixtures and other aides as necessary in training to meet the physical/sensory needs of the individuals served.

4.3 Where services include the use of subcontract or production work (Department of Labor [DOL] covered and non-covered work), the contractor shall comply with all the requirements established by the Wage and Hour Division of the United States Department of Labor as well as state and local labor regulations.

4.4 Contractor shall develop and provide a comprehensive, on-going staff training and professional development program, including but not limited to, knowledge of the nature and implications of disability, the effect of work on benefit programs, principles and best practices of job coaching and operation within an interdisciplinary team environment. All training should be designed to ensure a high level of competency among contractor staff.

5. SERVICE OBJECTIVES AND TASKS:

5.1 Service Objective 1:

To help individuals engaged in competitive, integrated employment to maintain their employment through the implementation of a "package" of Extended Supported Employment services, which is based upon consumer choice and may include contacts with the individual, employers, peers, parents, and/or guardians.

Service Tasks:

The Contractor shall perform the following tasks to achieve this service objective:

5.1.1 Provide Extended Supported Employment services to individuals including:

5.1.1.1 job coaching; counseling and support services;

5.1.1.2 job monitoring;

5.1.1.3 finding a new job when necessary;

5.1.1.4 other related services to assist the individual to successfully maintain employment.

5.1.2 Provide a system of additional services to include:

5.1.2.1 provision for consumer referral to other programs/services;

5.1.2.2 assisting consumers in assessing and identifying ongoing employment support needs and accessing resources necessary to meet those needs;

5.1.2.3 methods to evaluate an individual's performance and progress;

5.1.2.4 and other activities designed to foster communication and cooperation among team members.

5.1.3 Facilitate the development of natural supports at the work site.

5.1.4 Resolve training/work issues.

5.1.5 Evaluate the effectiveness of the services provided.

5.1.6 Evaluate the potential for progressive move to competitive employment without supports and make referral to RSA Counselor to develop appropriate plans and strategies when appropriate.

5.1.7 Provide written and financial reports as required in Section 6, REPORTING AND BILLING REQUIREMENTS.

5.1.8 Schedule and conduct annual meetings (staffings) to discuss progress and rehabilitation needs within thirty (30) days of each consumer's annual ESE anniversary date (ESE plan start date).

5.2 Service Objective 2:

To expand integration and increase wages for consumers served.

Service Tasks:

The Contractor shall perform the following tasks as necessary to achieve this service objective:

5.2.1 At least annually, evaluate the individual's potential for progressive moves to jobs which are more integrated, increase the individual's income, or to competitive non-supported work settings.

5.2.1.1 Identify the average number of paid work hours in a month for consumers receiving this service and describe how that average can be improved over a period of time.

- 5.2.1.2 Identify the average hourly wage of consumers receiving this service, and describe how that average can be improved over a period of time.
- 5.2.1.3 Identify the current level of supervision and how that level of supervision can be decreased.
- 5.2.2 Identify and place the individual in a more integrated and/or higher paying job when ready.
- 5.2.3 Refer the individual to a competitive non-supported job directly or refer the individual back to the VR program to help the individual find and be successful in a non-supported job.

6. REPORTING AND BILLING REQUIREMENTS

- 6.1 **Overlapping Bills:** The Contractor shall not bill RSA for the time that the individual is under another agency's care (e.g. Department of Developmental Disabilities [DDD], Department of Health Services [DHS]/Behavioral Health Services [BHS], Regional Behavioral Health Association [RBHA]) for some other "day" activity or work program).
- 6.2 The Contractor must submit a written PROGRESS REPORT (VR-009-FF, Group Services) as backup documentation to the billing for each individual who received ESE during the month. The PROGRESS REPORT shall be completed in accordance with the INSTRUCTIONS FOR COMPLETING THE VR-009-FF PROGRESS REPORT. The Progress Report must include the days during which contact was made during the month, the staff person involved in the contact, a description of each contact, and other information pertinent to describing the monthly package that was provided to the individual during the reporting/billing period. Samples of both the report form and the instructions are located in the EXHIBITS section of the solicitation.
- 6.3 **Payment Rate:** The payment rate includes all costs associated with the provision of the service, including but not limited to: salaries, operating, travel, equipment, materials, preparation of billings and reports.
- 6.4 **Computing Units for Attendance Day Unit:** For attendance day services, at the end of the billing month, add up all the whole days and half days of attendance for each client. Do not round. Add in any allowable absences to the billable units in accordance with the RSA Absence Policy (Section 6.6 of this Scope of Work). In no case should the billed units to RSA exceed the number of service days available in the month.
- 6.5 **Authorization to Provide Services:** The contractor must receive a written authorization from designated RSA personnel who are responsible for client services under this contract (RSA staff) prior to performing the service.
- 6.6 **RSA Absence Policy:**
 - 6.6.1 A meeting (Staffing) shall be held to review a client's employment status before their absences exceed 24 during the State Fiscal Year (July 1 through June 30). This staffing shall include the Contractor, RSA staff, client, and client representative(s).
 - 6.6.2 The Contractor shall not bill for absences in excess of thirty-six (36) during a State fiscal year unless the RSA Regional Program Manager has approved this in writing before submission of the billing to the RSA staff.
- 6.7 **Billing for Services:** At the end of each reporting period (month) the contractor shall prepare and submit a RSA Contractor Billing Form VR-206-A-FF to the referring RSA staff, using the service title, unit type, and payment rate authorized by the contract. A sample of the form is located in the EXHIBITS section.
- 6.8 **Supporting Documentation:** All supporting document (e.g. contact logs, attendance reports, staff time sheets, client case file notes, etc.) must be retained by the Contractor in accordance with DES Special Terms and Conditions. RSA reserves the right to review or request copies of supporting documentation at any time during the term of the contract.
- 6.9 **Quarterly Reports:** The RSA Quarterly Contract Report (located in the EXHIBITS section) shall be completed and submitted by the fifteenth of October, January, April and July covering the previous three month period of services rendered.

The report shall be addressed to the RSA Regional Program Manager with a copy to the RSA Central Office.

- 10 Completion/Termination of an Individual: A written report will be furnished to the RSA staff within 10 working days following completion of the individual's program or the individual's termination for any reason.
- 6.11 Other Reports: Contractors may be required to submit additional or revised reports as requested by RSA.
- 6.12 Case Records: An individual client case record shall be established and maintained by the Contractor for each client who received services. The case record and all material contained therein is subject to statutory requirements regarding confidentiality. As appropriate, the case record should contain the following materials.
- Evaluation reports, medical records, etc.
 - Staffing and case conference reports
 - Written authorization letter(s) from RSA
 - Monthly Progress Reports
 - Supporting documentation (e.g. attendance records, contacts made with client, employer or RSA Counselor)
 - Completion/Termination report

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METHODOLOGY Extended Supported Employment

5. Service Objectives and Tasks:

5.1 Service Objective 1:

To help individuals engaged in competitive, integrated employment to maintain their employment through the implementation of a “package” of Extended Supported Employment services, which is based upon consumer choice and may include interaction with the individual, employers, peers, parents, and/or guardians.

Service Tasks: The Contractor shall perform the following tasks to achieve this service objective:

5.1.1 Provide Extended Supported Employment services to individuals including:

5.1.1.1 Job Coaching; counseling and support services: Using tools, techniques and materials that are appropriate to the mental and physical capacity or needs of the clients, A GEST Job Coach will provide job coaching; counseling and support services to clients who are engaged in competitive, and integrated employment. Job Coaching services will include, but not be limited to: advocacy, task analysis, teaching appropriate work behaviors and interpersonal skills. The Job Coach will develop necessary job accommodations, and as structured intervention techniques to help the client learn to perform job tasks to the employer’s specifications and the skills necessary to be accepted and successful on the job, and maintain employment. The Job Coach will provide counseling as appropriate when needed, and provide support services deemed necessary by the Job Coach, client, and Vocational Counselor.

5.1.1.2 Job Monitoring: A GEST Job Coach will provide monitoring services on an on-going basis to ensure the client is performing job tasks to the employers satisfaction, to address any issues or problems that present themselves and to ensure success of the client by providing advocacy and other monitoring services as needed. The Job Coach will document the monitoring visits in the case notes, which will be provided to the VR Counselor on the monthly progress reports.

5.1.1.3 Finding a new job when necessary: A GEST Job Coach or Program Manager will assist the client in gaining a new job when necessary or requested by the client, by providing job site search services or job development services based on the clients individual needs or desire. After the new job opportunity has been identified the Job Coach or Program Manager will provide activities which will include arranging for an interview or job site visit; identify the employers performance criteria and arrange any employment related accommodations.

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5.1.1.4 Other related services to assist the individual to successfully maintain employment: Job retention services are important because of the direct relationship between employment and quality of life. A GEST Job Coach will provide on-going support services needed to support and maintain employment, based on the determination of the clients' needs as specified in the IPE (Individual Plan of Employment). These support services will be provided throughout the term of employment; the services will include monitoring at the work site, to assess employment stability and the coordination or provision of specific services or related interventions needed to maintain employment stability.

5.1.2 Provide a system of additional services to include:

5.1.2.1 Provision for consumer referral to other programs/services: The GEST department is one department within the Division of Health and Community Services with which it partners. The GEST program also partners with the One Stop Career service providers as well as VR, DDD, DES, Behavioral Health Svcs, and local Community Employers. The GEST department will communicate, network, and coordinate toward the delivery of quality services to our clients; we will identify and utilize local resources and programs and provide information and referrals to other programs and services which fit the clients needs.

5.1.2.2 Assisting consumers in assessing and identifying ongoing employment support needs and accessing resources necessary to meet those needs: A GEST Job Coach will work closely with the client in assessing and identifying ongoing employment support needs, and accessing resources to meet those needs. The Job Coach will always include and communicate with the client regarding the client's choice in identifying what supports are needed. If an employment support need is identified, the Job Coach will request a staffing with the RSA Counselor and client to discuss the identified need and plan for accessing the appropriate resource to provide that need.

5.1.2.3 Methods to evaluate an individual's performance and progress: The GEST Job Coach will prepare monthly progress reports and submit them with the monthly billing to the appropriate Counselor. Any other supporting documentation will be included with the monthly billing. Client progress will be recorded and provided monthly to the Counselor. The progress reports will address the progress or lack of progress toward the achievement of the outcomes of the overall goal of employment. A GEST Job Coach will network at a minimum on a monthly basis with the RSA Counselor, client and employer in order to evaluate progress and obtain feedback.

5.1.2.4 Other activities designed to foster communication and cooperation among team members: The team members will communicate on an on-going basis to foster communication and cooperation to ensure the client's success in obtaining their individual goal. The GEST Program Manager will provide a monthly forum where all vested parties and team members can discuss the client's progress, and any issues that

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need to be addressed. The Program Manager will conduct weekly Job Coach meetings to coordinate with the Direct Service staff and ascertain the need for additional meetings to include all team members. Linkages have been formed and will be maintained with Workforce Investment Program and REPAC Job Developers in or area. GEST staff will continue to network with a client's family, friends, counselors, co-workers and others who have a vested interest in the client's success.

5.1.3 Facilitate the development of natural support at the work site: A GEST Job Coach or Program Manager will assist with the development of a natural support system on and off the work site, that reinforces the clients sense of belonging to the workforce. The Job Coach will determine and implement strategies appropriate to the clients needs; from basic on site work skills development to off site counseling to assist in relating to coworkers, and supervisors. The Job Coach will network and communicate with the client's family, friends and co-workers to supplement employment supports. Examples of supports that will be provided are: co-worker as trainer, mentor; supervisor providing job duty checklist, prompting and monitoring as necessary; transportation needs through family, co-workers; job site development through family, friends, neighbors; recreation and social integration through co-worker "buddy" at company sponsored activities and after work activities.

5.1.4 Resolve training/work issues. A GEST Job Coach will work closely with the client at the work site to ensure they understand the work tasks that they are expected to perform, and the behaviors appropriate to the work setting. The Job Coach will work closely with the client and employer to ensure the client understands what the employer expects of him/her and to provide supportive intervention or mediation as necessary. The Job Coach will communicate with the employer and co-workers on a regular basis to prevent and/or resolve any training or work related issues.

5.1.5 Evaluate the effectiveness of the services provided: Through regular contacts the Job Coach will provide on-going monitoring and assessment which will be recorded on the monthly progress reports and in case notes to determine the effectiveness of the entire "package" of extended supported employment services provided. Through continuous evaluation by collecting, recording and reporting of data the effectiveness of the services delivered will be evident and any modifications of the job site deemed necessary will be made. The Job Coach will have regular contacts with the client, employer, and parents or guardians to ensure the client's service needs are met.

5.1.6 Evaluate the potential for progressive move to competitive employment without supports and make referral to RSA Counselor to develop appropriate plans and strategies when appropriate. GEST staff will meet as deemed appropriate, with the RSA Counselor to facilitate discussion regarding a client's possible potential for a progressive move to competitive employment. Staff will closely monitor the client's progress to evaluate the progress and the possibility of making a progressive move. Staff will request a staffing with the RSA Counselor if they feel that move would be

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appropriate. If GEST staff, RSA Counselor, and the client are in agreement and the client has expressed the desire to find a job, staff will request a staffing with the Counselor and client to formulate a plan and strategies to evaluate the client's skills level and ascertain the need for any additional training to achieve their goal, and to provide appropriate services to assist the client in finding, securing and maintaining employment.

5.1.7 Provide written and financial reports as required in Section 6, REPORTING AND BILLING REQUIREMENTS: At the end of each month, administrative staff shall prepare and submit an RSA billing form to the referring RSA Counselor accompanied by all supporting documentation to support billing information. Client progress will be recorded and provided to the RSA Counselor monthly. The billing forms are included with the monthly billing to the RSA Counselor. An update will be provided quarterly, or as requested by the RSA Counselor

5.1.8 Schedule and conduct annual meetings to discuss progress and rehabilitation needs within thirty days of each consumer's annual ESE anniversary date: GEST administrative staff will schedule and facilitate regular meetings within thirty days of a client's annual ESE anniversary date to discuss the client's progress and any rehabilitation needs. A discussion will be facilitated with the RSA Counselor, Client, GEST staff and other vested parties to ascertain what, if any other needs of the client needs to be addressed and the actions to be taken to provide for those needs.

5.2 Service Objective 2: To expand integration and increase wages for consumers served:

Service Tasks: The contractor shall perform the following tasks as necessary to achieve this service objective:

5.2.1 At least annually, evaluate the individual's potential for progressive moves to jobs which are more integrated, increase the individual's income, or to competitive non-supported work settings: The client's potential for a progressive move to a more integrated job, an increase in their income, or move to competitive non-supported work setting will be discussed, at a minimum, annually. GEST administrative staff will request a staffing where the clients progress and skills improvement or addition in task completion will be evaluated. The evaluation will include discussion regarding the possibility of an increase in the client's income or a move to a non-supported work setting. If it is deemed appropriate, the Job Coach, GEST Program Manager, and RSA Counselor will formulate a plan to make a progressive move.

5.2.1.1. Identify the average number of paid work hours in a month for consumers receiving this service and describe how that average can be improved over a period of time: During meetings between the Job Coach and Program Manager the data recorded by the Job Coach on progress reports will be reviewed, and the client's number of paid work hours in a month will be identified, and a discussion will be facilitated

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regarding ideas on how the number of paid work hours can be increased. The Job Coach will communicate and coordinate with the employer on a regular basis and record the clients improved skill level and task completion and the possibility of adding additional tasks or determine what needs to be done to provide the client the opportunity to achieve an increase in the number of hours the client may work

5.2.1.2 Identify the average hourly wage of consumers receiving this service, and describe how that average can be improved over a period of time. Through meetings stated in 5.2.1.1. above, the average hourly wage of the client will also be discussed and through those same strategies and techniques the Job Coach will communicate with the employer and facilitate discussion on the possibility of increasing the client's average wage or determine what needs to be done to provide the client the opportunity to achieve an increase in hourly wage.

5.2.1.3 Identify the current level of supervision and how that level of supervision can be decreased: A GEST Job Coach will work along side the client at the work site for a pre-determined length of time utilizing various strategies and techniques to assist the client and ensure the client is able to perform the job tasks with fewer cues or supports until the client becomes less dependent on the Job Coach for supports. The Job Coach will always communicate with the client and his/her immediate supervisor regarding the level of supervision needed and how that level can be decreased and the length of time needed to reach a decreased level of supervision.

5.2.2 Identify and place the individual in a more integrated and/or higher paying job when ready. If the client shows through job performance and behavior, that they are job ready, the Job Coach will provide Job Search or Job Development services with authorization from the RSA Counselor, in the effort to place the client in a more integrated or higher paying job. If appropriate and the Job Coach can locate a cooperating employer, On The Job Training will be suggested to the employer, and if the employer is in agreement, and the RSA Counselor deems it appropriate, the Job Coach will work with the Employer and along side the client to provide training in job performance and other work related services to ensure the employment success of the client in a more integrated and/or higher paying job.

5.2.3 Refer the individual to a competitive non-supported job directly or refer the individual back to the VR program to help the individual find and be successful in a non-supported job: If the client is job ready and has expressed the desire to be placed in a competitive non-supported job, the Job Coach will work with the client to ensure that the client is ready to assume the demands and responsibility which come with the job. If the client shows that they are not ready for a move to a non-supported job, the Job Coach will refer the client back to the VR program to assist the client find and be successful in a non-supported job.

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**** If awarded the contract to provide services, the timeframe for the delivery of services and all tasks attached to the service objectives will be within the term of the contract and in accordance with the uniform terms and conditions.**

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CULTURAL DIVERSITY

Gila County Division of Health and Community Services, GEST Department provides services to a vast culturally diverse population with equally diverse disabilities. All individuals will have equal access to the variety of services regardless of disability, language, culture and demographic or geographic location. GEST accommodates for the non-English and monolingual population and provides interpreters for the hearing impaired. GEST provides "family focused" service with consideration to cultural diversity and beliefs.

The GEST department provides services to diverse and targeted populations with the same level of commitment to excellence and equality. GEST recognizes the uniqueness of each individual's needs and level of service(s) based on cultural diversity and their disability. Bilingual staff is available to assist the non-English and monolingual population. GEST clients are composed of clients who are referred through client choice through a contract with ADES/Vocational Rehabilitation Services, and clients who are referred through a contract with the ADES/Division of Developmental Disabilities

Office are available to provide services in Globe and Payson to serve all individuals throughout Gila County. All GEST staff are fully trained in all aspects of service delivery, they have an excellent understanding of the special needs of persons with disabilities and other barriers, and an understanding of client rights, principals of normalization and they have the ability to relate well to all persons with disabilities. GEST staff are certified in CPR, First Aid, and Crisis Intervention, and they all possess Fingerprint Clearance as required. GEST staff is comprised of staff who have tenure with the program, at least 5 years experience in providing services, and they continually strive to expand their knowledge in the effort to ensure quality services. GEST staff are: The GEST Program Manager, Two Job Coaches, and a Mobile Crew Coordinator in the Globe area, and one Area Coordinator/Job Coach in the Payson area.

*GEST is currently in the process of recruiting a "One Stop Disability Specialist" who will provide intensive one-on-one goal focused services to our clients.

**PRICE SHEET
EXTENDED SUPPORTED EMPLOYMENT
SHELTERED EMPLOYMENT**

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E-RSA 04045

County or Geographical Area: Gila County

Service(s)	Unit	Rate
Extended Supported Employment		
Individual	Contact Day	\$ 20.00
Group	Attendance Day	\$ 20.00
Sheltered Employment		
Sheltered Employment	Attendance Day	\$.

Offerors should review the BILLING AND REPORTING REQUIREMENTS located in the SCOPE OF WORK section of the solicitation prior to deriving a rate for this service. Offerors should propose their most cost efficient rate. Offerors may be asked to submit documentation to support their proposed rates.

The Contractor agrees that the prices stated in the original contract for the initial period shall not be increased in excess of the amount documented in this Price Sheet. Either party may request pricing adjustments one hundred eighty (180) days prior to the expiration date of the contract. The requested pricing adjustments shall be a factor in the decision on whether to renew the contract. Any approved price adjustment shall become effective on the first day of the contract renewal period.

STANDARDS FOR PROVIDERS OF SERVICES

Providers of vocational rehabilitation services must adhere to the following requirements in accordance with Sections 12(e)(2)(B), (D) and (E) and 101(a)(6)(B) of the Rehabilitation Act; 29 U.S.C. 721(a)(6)(B), and 34 CFR 361.51 and 361.12.

A) Accessibility of Facilities

Any facility in which vocational rehabilitation services are provided must be accessible to individuals receiving services and must comply with the requirements of the Architectural Barriers Act of 1968 (42 USC §4151, et. al.), the Uniform Federal Accessibility Standards (36 CFR 1190) and their implement regulations in 41 CFR part 101, subpart 101-19.6; the Americans with Disabilities Act of 1990 (42 USC § 12131, et. al.); and section 504 of the Rehabilitation Act (42 USC § 12204).

B) Personnel Standards

Qualified Personnel. Providers of vocational rehabilitation services shall use qualified personnel, in accordance with any applicable national or State-approved or State-recognized certification, licensing, or registration requirements, or, in the absence of these requirements, other comparable requirements (including State personnel requirements), that apply to the profession or discipline in which that category of personnel is providing vocational rehabilitation services.

Affirmative Action. Providers of vocational rehabilitation services shall take affirmative action to employ and advance in employment qualified individuals with disabilities.

Special Communication Needs Personnel. Providers of vocational rehabilitation services shall—

- 1) Include among their personnel, or obtain the services of, individuals able to communicate in the native languages of applicants and eligible individuals who have limited English speaking ability; and
- 2) Ensure that appropriate modes of communication for all applicants and eligible individuals are used.

C) Fraud, Waste and Abuse

Providers of vocational rehabilitation services shall have adequate and appropriate policies and procedures to prevent fraud, waste and abuse.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Rehabilitation Services Administration
PROGRESS REPORT
(Individual Services)

MONTH/YEAR

NOTE: This report must accompany any claim for payment of training or RSA funded employment supports.

TRAINEE/EMPLOYEE'S NAME (Last, First, M.I.)		VR COUNSELOR'S NAME	CASE MANAGER'S NAME
CHANGE IN ADDRESS OR PHONE NO. (List new address or phone no.)		TYPE OF SERVICE RENDERED	NO. OF JOB COACH VISITS FOR THE MO.

REASON(S) FOR ABSENCE(S)

EMPLOYER'S NAME	TRAINING SITE/LOCATION		
ADDRESS (NO., Street, City, State, ZIP)		PHONE NO.	
SUPERVISOR/CONTACT PERSON'S NAME	BENEFITS		
TRAINEE'S EMPLOYMENT GOAL (e.g., competitive w/o supports, competitive w/ supports)		HIRE DATE	

AVERAGE HOURS WORKED PER WEEK DURING MONTH

IS THE CLIENT EARNING MINIMUM WAGE OR HIGHER?

Yes How much? _____

No Please explain:

1. WORK-RELATED ISSUES LISTED ON LAST MONTH'S REPORT (e.g., punctuality, attention to task, etc.)

2. PROGRESS MADE ON LISTED OBJECTIVES (e.g., ISPP, IPP, IWRP, etc.) IF NO PROGRESS, LIST PLAN OF ACTION

3. CLIENT PERFORMANCE AND PROGRESS (e.g., increased work hours, pay raise, promotion, etc.)

4. LIST RELEVANT ISSUES AFFECTING EMPLOYMENT (e.g., transportation, hospitalization, family problems, attendance, etc.)

5. LIST THE ISSUES TO BE WORKED ON DURING THE NEXT MONTH (Is a staffing needed/scheduled?)

INSTRUCTIONS FOR COMPLETING THE VR-009A-AFF PROGRESS REPORT

INDIVIDUAL SERVICES

MONTH/YEAR: Enter the month and year during which the client received Individual services. The month/year shown in this box should coincide with the billing information on the VR-206-A-AFF Contractor Billing form for the same month/year.

TRAINEE/EMPLOYEE'S NAME (Last, First, MI): Enter the name of the individual who received Individual services during the reporting month. As it pertains to this form (VR-009-A-AFF), a "trainee" refers to a RSA client receiving services in an individual work setting (i.e., Work Adjustment-Individual or Supported Employment-Individual). An "employee" refers to a RSA client receiving an Employment Support Services (ESS) service in an individual work setting (i.e., Extended Supported Employment-Individual).

VR COUNSELOR'S NAME: Enter the name of the RSA Counselor who authorized the Individual service for the reporting month.

CASE MANAGER'S NAME: Enter the name of another primary contract person who is involved in monitoring the progress of this individual (other than Contractor staff or the client's family/guardian). For example, the name of the case manager from the Division of Developmental Disabilities or a Regional Behavioral Health Authority agency/network, or the school liaison person.

CHANGE IN ADDRESS OF PHONE NO. (List new address or phone number): If the client's address and/or phone number changed during the reporting month, please identify the new information.

TYPE OF SERVICES RENDERED: Enter the name of the service (authorized by the RSA Counselor) that was received by the trainee/employee during the reporting month. For this form, the service(s) entered should be one or more of the following: For trainees, Work Adjustment - Individual or Supported Employment - Individual. For employees, Extended Supported Employment - Individual. Note: The type of service rendered, reported and billed for must match the service authorized by the RSA Counselor.

NO. OF JOB COACH VISITS FOR THE MO.: Enter the total number of job coach visits for the month, including phone calls that were initiated by the employer specific to this client. If more than one visit was made in a day, only count the visit as "1" contact.

REASON(S) FOR ABSENCES: Completion of this field is optional. If known, enter the reasons for any missed days of training or employment during the month. **Note: Absence days are not billable for individuals/contact day services.**

EMPLOYER'S NAME: Enter the name of the business or agency that paid the client wages during the reporting month while in training or employment.

TRAINING SITE/LOCATION: Enter the name of the business and general location where the training or employment took place during the reporting month. Examples: Smitty's - Cactus & 43rd Ave.; Marriott Westcourt-Metro Center.

ADDRESS (No., Street, City, State, Zip): Enter the address of the business or agency that paid the client wages during the reporting month.

PHONE NO.: Enter the phone number of the employer (i.e. the agency that paid the client wages during the reporting month).

SUPERVISOR/CONTACT PERSON'S NAME: Enter the name of the person who supervised the work performed during the reporting period.

BENEFITS: Enter the type of benefits the employer offers which accrue to the client during training/employment, e.g. medical coverage, retirement, sick/vacation time, etc. If benefits were described on the previous month's Progress Report, and no change has occurred, enter "Same as prior month." If a change has occurred, please describe.

TRAINEE'S EMPLOYMENT GOAL (e.g., Competitive w/o supports, competitive with supports): Select "competitive employment without supports" if the client is receiving Work Adjustment-Individual and if no long-term supports are needed to assure that the client maintains employment. Chose "competitive employment with supports" if the client is receiving Supported Employment - Individual or Extended Supported Employment services.

HIRE DATE: Date client was hired by current employer in current position.

AVERAGE HOURS WORKED PER WEEK DURING MONTH: If this information is known to the Job Coach, enter the average number of hours per week the client worked (in an individual setting) during the reporting month. If not known, enter "unknown."

IS THE CLIENT EARNING MINIMUM WAGE OR HIGHER? Enter an X in the YES box if the client earned a wage during the reporting month at or above the minimum and enter the amount per hour. If not, enter an X in the NO box and give a brief explanation of why the wage is not at or above minimum wage.

1. **WORK-RELATED ISSUES LISTED ON LAST MONTH'S REPORT** (e.g., punctuality, attention to task, etc.). List the issues that you wrote in #4 on last month's progress report for this client.
2. **PROGRESS MADE ON LISTED OBJECTIVES** (e.g. ISPP, IEP, IWRP, etc.). **IF NO PROGRESS, LIST PLAN OR ACTION.** Describe what progress has been made since last month on any objectives that were part of a VR IWRP or an ESS plan. Please use measurable terms and statements. For example, the plan objective might be "95% work production for 3 consecutive months." Use measurable terms and statements to describe how/why the objective was/wasn't met.
3. **CLIENT PERFORMANCE AND PROGRESS** (e.g. increased work hours, pay raise, promotion, etc.). Please describe the client's performance/progress in measurable terms, such as "her promotion resulted in a .25 cent per hour wage increase" or "he received a bonus of \$x.xx this month as a result of....(describe)..."
4. **LIST RELEVANT ISSUES AFFECTING EMPLOYMENT** (e.g. transportation, hospitalization, family problems, attendance, etc.): List issues that came up during the month that affected training or employment, such as tardiness, lay-off, shortage of work, medical leave, etc.
5. **LIST THE ISSUES TO BE WORKED ON DURING THE NEXT MONTH** (Is a staffing needed/scheduled?): This list may be related to issues or the planned objectives and how they will be resolved or improved.

TRAINEE/EMPLOYEE'S NAME (Last, First, MI): Enter the name of the individual who received Individual services during the reporting month.

MONTH/YEAR: Enter the month and year during which the client received Individual services. The month/year shown in this box should be the same as that shown on the reverse side of this form and should coincide with the billing information on the VR-206A Contractor Billing form for the same month/year.

6. **WAS THE CONTRACTOR AUTHORIZED TO SEARCH FOR AN INDIVIDUAL PLACEMENT SETTING DURING THE MONTH FOR THIS CLIENT?** Do not complete this section. The job site search is not performed as a task under ERP/SE Individual.
7. **JOB COACH CONTACTS:** This section is used to document contact days for clients receiving Work Adjustment-Individual, Supported Employment-Individual and/or Extended Supported Employment-Individual services. Record the actual amount of time that was spent with the client during the contact, e.g. 1 hour, 20 minutes, 1.5 hours, etc.
 - (1) The Job Coach enters his/her initials and amount of time spent with the client or the employer (on behalf of the client) on each day that contact occurred. In the TOTAL box on the chart, enter the TOTAL number of billable CONTACT DAYS made by the Job Coach during the month for this service. Below the chart, the Job Coach must enter a brief written summary of the activities that occurred to support the contact(s) billed.

TRAINING AGENCY'S NAME: Your agency name (RSA Contractor).

ADDRESS: The address of the RSA Contractor (your agency's mailing address).

JOB COACH'S SIGNATURE & DATE: The person in your agency who spent the most time engaged in providing job coach services to the client at the individual work/training site during the billing/reporting month should sign this form.

TRAINING AGENCY REPRESENTATIVE'S SIGNATURE & DATE: The person in your agency who normally supervises the Job Coach (or others who was primarily responsible for the provision of individual services) during the billing/reporting month must sign and date this form.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Rehabilitation Services Administration

PROGRESS REPORT
(Group Services)

MONTH/YEAR

NOTE: This report must accompany any claim for payment of training or RSA funded employment supports.

TRAINEE/EMPLOYEE'S NAME (Last, First, M.I.)	VR COUNSELOR'S NAME	CASE MANAGER'S NAME
CHANGE IN ADDRESS OR PHONE NO. (List new address or phone no.)		NO. OF UNITS OF SERVICE RENDERED THIS MONTH
TYPE OF SERVICE RENDERED		NO. OF UNITS SCHEDULED TO ATTEND THIS MONTH
NO. OF HALF OR FULL DAYS ABSENT THIS MONTH	NO. OF HALF OR FULL DAYS ABSENT YEAR TO DATE (July 1 to present)	
REASON(S) FOR ABSENCE (Describe below) <input type="checkbox"/> Medical <input type="checkbox"/> Non-medical		

TRAINEE'S EMPLOYMENT GOAL (e.g., type of job, part or full time, and whether on-going supports are needed)	NAME OF CURRENT WORKSITE LOCATION
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1. WORK-RELATED ISSUES LISTED ON LAST MONTH'S REPORT (i.e., results of last month's plan of action as indicated on item 7)

2. PROGRESS MADE ON LISTED OBJECTIVES. (These may be objectives listed on ISP, IPP, IWRP, etc., e.g., % production, absence frequency, tardys, etc.)
IF NO PROGRESS, LIST PLAN OF ACTION.

3. LIST TYPE OF WORK THE TRAINEE/EMPLOYEE IS DOING (List percent of productivity for each type of assignment)

4. TOTAL PAID HOURS WORKED THIS MONTH	TOTAL GROSS WAGES EARNED THIS MONTH	AVERAGE HOURLY WAGE THIS MONTH (Divide gross total wages earned by total paid hours worked)
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5. FOR THE TIME THE CLIENT WAS NOT PARTICIPATING IN PAID WORK, WHAT KIND OF WORK RELATED ACTIVITIES WAS THE CLIENT INVOLVED IN DURING BILLED HOURS OF RECEIVED SERVICE?

6. IS TRAINEE/EMPLOYEE READY FOR PROGRESSIVE MOVEMENT (e.g., supported employment, individual worksite, competitive employment) IF YES, SPECIFY; IF NO, LIST BARRIERS OR PROBLEMS

Yes No

PLEASE COMPLETE REVERSE SIDE AND SIGN

**INSTRUCTIONS FOR COMPLETING THE VR-009-FF PROGRESS REPORT
GROUP SERVICES**

MONTH/YEAR: Enter the month and year during which the client received GROUP services. The month/year shown in this box should coincide with the billing information on the VR-206-A-FF Contractor Billing form for the same month/year.

TRAINEE/EMPLOYEE'S NAME (Last, First, MI): Enter the name of the individual who received group (attendance day) services during the reporting month. As it pertains to this form (VR-009-FF), a "trainee" refers to a RSA client receiving an Employment Related Service in a group setting (i.e., Work Adjustment Training and/or Supported Employment). An "employee" refers to a RSA client receiving an Employment Support service (ESS) in a group setting (i.e. Sheltered Employment; and/or Extended Supported Employment).

VR COUNSELOR'S NAME: Enter the name of the RSA Counselor who authorized the group/attendance day service for the reporting month.

CASE MANAGER'S NAME: Enter the name of another primary contact person who is involved in monitoring the progress of this individual (other than Contractor staff or the client's family/guardian). For example, the name of the case manager from the Division of Developmental Disabilities or a Regional Behavioral Health Authority agency/network, or the school liaison person.

CHANGE IN ADDRESS OF PHONE NO. (List new address or phone number): If the client's address and/or phone number changed during the reporting month, please identify the new information.

TYPE OF SERVICES RENDERED: Enter the name of the service (authorized by the RSA Counselor) that was received by the trainee/employee during the reporting month. For this form, the service(s) entered should be one or more of the following: For trainees, Work Adjustment Training - Group or Supported Employment-Group. For employees, Sheltered Employment or Extended Supported Employment - Group. Note: The type of service rendered, reported and billed for must match the service authorized by the RSA Counselor.

NO. OF UNITS OF SERVICE RECEIVED THIS MONTH: When a client receives group services, the Contractor must apply the definition of a half-day or full-day to the number of hours the client received services each day. At the end of the month, the billable half-days and full-days are totaled. The number of units entered in this field should match the total number of days billed for group services on the VR-206-A-FF Contractor Billing form for the same billing/reporting month.

NO. OF UNITS SCHEDULED TO ATTEND THIS MONTH: Enter the number of half-days and/or full-days the client was expected to be in a group setting for training or work during the billing/reporting month.

NO. OF HALF OR FULL DAYS ABSENT THIS MONTH: The figure reported in this field on the Progress Report should represent the number of half days and/or full days during which the client was scheduled for training/work but was unable to attend/receive services at any time during the day (regardless of the reason). The number of absences incurred during the month and reported in this field should be equal to or greater than what is being reported on the VR-206A Contractor Billing form (based on RSA's Absence Policy).

NO. OF HALF OR FULL DAYS ABSENT YEAR TO DATE (July 1 to present end of month): Enter the year-to-date cumulative number of half or full days during which the client was scheduled for training/work but was unable to attend (regardless of the reason).

REASON FOR ABSENCE (Describe below): Medical Non-Medical. Completion of this section is optional. Check either or both boxes if the client was unable/did not receive services during the month due to medical or non-medical reasons. Enter a short description of the why the client was not at the training/work site.

TRAINEE'S EMPLOYMENT GOAL (e.g. type of job, full time or half time, and whether ongoing supports will be needed): Enter "sheltered employment" if the agreed upon goal is a self-contained work environment. Enter "competitive employment with supports" if the client is receiving Supported Employment or Extended Supported Employment and the provider/counselor/client agree that supports are necessary to maintain employment. Enter "competitive employment without supports" if it is agreed that the client can work competitively without long-term supports.

NAME OF CURRENT WORKSITE LOCATION: Enter the name of the business and general location where the training or employment took place during the reporting month. Examples: Smitty's – Cactus & 43rd Ave; Marriott Westcourt-Metro Center.

1. **WORK-RELATED ISSUES LISTED ON LAST MONTH'S REPORT** (e.g. results of last month's plan of action as indicated in item 7): Please review the work-related issues (NEEDS AREAS) that were reported last month in item 7 and summarize those issues in this section.
2. **PROGRESS MADE ON LISTED OBJECTIVES** (These may be objectives listed on the ISPP, IEP, IWRP, etc., e.g., % production, absence frequency, tardys, etc.): Please use statements which provide measures, benchmarks, percentages, numbers or quality descriptors.
3. **LIST TYPE OF WORK THE TRAINEE/EMPLOYEE IS DOING** (List percent of productivity for each type of assignment): Please use statements which provide measures, benchmarks, percentages, numbers or quality descriptors.
4. **TOTAL PAID HOURS WORKED THIS MONTH:** Enter the total number of hours for which the client received/was paid a wage during the month.

TOTAL GROSS WAGES EARNED THIS MONTH: Enter the total amount the client earned during the month prior to any deductions.

AVERAGE HOURLY WAGE THIS MONTH: To obtain the average, divide the amount reported in the TOTAL GROSS WAGES EARNED THIS MONTH field by the TOTAL PAID HOURS WORKED THIS MONTH entry.

5. **FOR THE TIME THE CLIENT WAS NOT PARTICIPATING IN PAID WORK, WHAT KIND OF WORK RELATED ACTIVITIES WAS THE CLIENT INVOLVED IN DURING BILLED HOURS OF RECEIVED SERVICES:** If you agency billed RSA for ERS/SE services during the month, but the client was not receiving a wage for some of that time, please describe why no wage was earned. For example: The client did not receive an hourly wage while being transported by the job coach to and from the landscape work site (approx. 2 hours each day).
6. **IS THE TRAINEE/EMPLOYEE READY FOR PROGRESSIVE MOVEMENT** (e.g. supported employment, individual work-site, competitive employment) IF YES, SPECIFY; IF NO, LIST BARRIERS OR PROBLEMS: Provide a short statement concerning the client's ability to improve his/her wage or career opportunities.
7. **NEEDS AREAS, IMPACT ON WORK PERFORMANCE & PLAN OF ACTION:** Provide short statements in each column to indicate areas in which the client needs to improve (e.g. proper socialization skills, hygiene, attitude toward work, specific job skills, etc.), how that need impacts their work performance (e.g. shyness and fear of failure is limiting his/her ability to ask for more work), and what can be done to assist the client in overcoming the problem (e.g. he/she is scheduled to attend a class next month on proper work attire, attitude and/or behaviors).
8. **COMMENTS:** Use this space to address other issues that need to be raised to the Counselor (e.g. the need for a staffing on the client, the need for a new authorization letter if the client is expected to make a progressive move in the near future, etc.).

TRAINING AGENCY'S NAME: The name of the RSA Contractor (your agency name).

ADDRESS: The address of the RSA Contractor (your agency's mailing address).

TRAINING AGENCY REPRESENTATIVE'S SIGNATURE & DATE: Enter the name of the person in your agency who was primarily responsible for the supervision of ERS/SE group services during the billing/reporting month.

TRAINING AGENCY REPRESENTATIVE TITLE: The person in your agency who normally supervises the Job Coach (or others who was primarily responsible for the provision of individual services) during the billing/reporting month must sign and date this form.

RSA QUARTERLY CONTRACT REPORT

CONTRACTOR NAME: _____ **CONTRACT NUMBER:** _____

FOR THE QUARTER: _____ **THROUGH** _____

RSA CONTRACT RELATED ACCOMPLISHMENTS: (i.e., Is there anything new or different about your contracted service program this quarter? Have you developed new supported and/or competitive placement sites for clients?)

HOW MANY RSA CLIENTS DID YOU SERVE THIS QUARTER: _____

WERE WORK INCENTIVES USED TO OFFSET THE COST OF THE SERVICE?

(If yes, please list the RSA client names below, the amount paid by the client or his/her representative to your agency during the quarter, the percent of the total ESS cost offset by the Work Incentive funds, and the type of Work Incentive used, i.e., PASS, IRWE).

CLIENT NAME	AMOUNT PAID	% OF TOTAL	TYPE OF INCENTIVE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SERVICE PROGRAM PROBLEMS: (i.e., Decrease or no referrals for RSA, reduction in subcontract work available, loss of placement site, staff turnover, etc.):

WHAT ACTIONS ARE YOU TAKING TO RESOLVE THESE PROBLEMS:

RSA CLIENT NEEDS/CONCERNS: (i.e., What problems, if any, are RSA clients experiencing that RSA Counselors could address?):

REPORT PREPARED BY **SIGNATURE OF PREPARER**

DATE: _____

Submit ORIGINAL report to your RSA District Program Manager and a COPY to the RSA Central Office, 1789 West Jefferson, 2nd Floor, Phoenix, Arizona, 85007, Attn.: Contracts Unit, within 15 calendar days following the end of each quarter.