



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Janice K. Brewer  
Governor

Clarence H. Carter  
Director

August 15, 2011

David Caddell, Divisional Pgm Mgr, Ofc of Community Svcs  
GILA COUNTY dba Gila Employment and Special Training  
5515 S Apache St, Ste 200  
Globe, AZ 85501

RE: Proposed New Contract

Dear Mr. Caddell

The Arizona Department of Economic Security (DES), Rehabilitation Services Administration (RSA) is interested in entering into a new contract with your Agency for the provision of **EXTENDED SUPPORTED EMPLOYMENT** services in Gila County in order to ensure service continuation to the clients who have been currently served by your staff. The current contract with your Agency for this service expire on 9/30/11. In order for there not to be a lapse in services to the RSA clients, a new contract will need to be executed by both parties prior to October 1, 2011.

Enclosed you will find the following documents that comprise the contract. Please review each document, complete the required forms/attachments and submit the entire packet back to the RSA Contract Unit at the address below:

1. Contract Signature Page
2. Uniform Terms and Conditions
3. DES Special Terms and Conditions
4. Scope of Work
5. Facility Location and Staffing Chart
6. Price Sheet (signed and dated)
7. **Statement Declaring all Anticipated Offshore Services.** *(Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.)*
8. For each employee/subcontractor who will provide direct client services, current copies of their resumes, and their license/certifications (if applicable);
9. Certification Regarding Lobbying
10. Certification Regarding Debarment
11. State of Arizona Substitute W-9
12. Sole Proprietor Waiver
13. Exhibits: Exhibit 1 Limited English Proficiency; Exhibit A Client Service Plan; Exhibit B Monthly Progress Report; Exhibit C Client Satisfaction Survey; Exhibit D Code of Conduct; Exhibit E Client Transportation Requirements; Exhibit F Quarterly Reports and Exhibit G Contractor Invoice Form.

In addition to the items above the following additional items are required to be submitted:

1. *Request for Search of Central Registry Background Check for each employee/subcontractor who will provide direct client services. This form is to be **DIRECTLY** submitted to: Arizona Department of Economic Security; Division of Children Youth and Families – Contracts Unit Attn: CPS Background Check 1789 West Jefferson, Site Code 940A Phoenix, Arizona 85007*
2. Prior to services being provided through the resultant contract a current certification of insurance with the limits and requirements as stated in the DES Special Terms and Conditions.

RSA will review your completed documents and reserves the right to negotiate rates. Once the contract is executed, a copy will be sent to your Agency.

Please MAIL the required documents by **August 30, 2011** to the following address:  
*ADES/RSA Contracts Unit Manager  
P.O Box 6123 Site Code 930A, Phoenix, Arizona 85005-6123*

If you have any questions, please contact Vanja Pasalic at (602) 542-6296

Vanja Pasalic  
RSA Contracts Unit Manager

Sincerely,

Vanja Pasalic  
Contracts Administrator  
Rehabilitation Services Administration



**DEPARTMENT OF ECONOMIC SECURITY**

*Your Partner For A Stronger Arizona*

**Contract between the Department of Economic Security (the "Department") and**

**(the "Contractor").**

**WHEREAS** the Contractor is:

- a Non-profit Organization as defined in Office of Management and Budget (OMB) Circular A-122;
- a For-profit Organization; and

**WHEREAS** the Department is duly authorized to execute and administer contracts under A.R.S. §41-1954;

**THEREFORE** the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

**Contract Term:** This contract shall be effective on October 1, 2011 or on the date of last signature, whichever is later, and shall end on June 30, 2016.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA  
DEPARTMENT OF ECONOMIC SECURITY:

FOR AND ON BEHALF OF THE CONTRACTOR:

*Procurement Manager Signature*

Cathie G. Rodman

*Typed Name*

Manager, Solicitation Unit

*Title*

*Date*

*DES Contract I.D. No.:*

*Signature of Authorized Individual*

Tommie C. Martin

*Typed Name*

Chairman, Gila County  
Board of Supervisors

*Title*

*Date*

*Contractor FEI Number:* 86-6000444

*Contractor Mailing Address:*

5515 S. Apache Ave. Suite 200

Globe, AZ 85501

*Contact Name:* David B. Caddell

*Title:* G.E.S.T. Program Manager

*Phone Number:* (928) 402-8664

*Fax Number:* (928) 425-9468

*E-Mail Address:* dcaddell@co.gila.az.us

David Fletcher  
Director



## **Gila County Community Services Division**

*"A Community Action Agency"*

5515 S. Apache Ave. suite 200, Globe, AZ 85501

(928) 402- 8650

*"Improving the Quality of Life for all Residents, one life at a time"*

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**Extended Supported Employment contract between Gila County, dba Gila Employment and Special Training and Department of Economic Security, (DES) Rehabilitation Services Administration (RSA).**

**The term of the resultant contract shall be effective the date specified on the signature page, (This contract shall be effective on October 1, 2011 or on the date of last signature, whichever is later, and shall end on June 30, 2016.) and shall remain in effect for (5) five years or otherwise specified date, unless terminated or cancelled.**

**This contract replaces current Extended Supported Employment contract number E5345511.**

**Gila County Board of Supervisors**

\_\_\_\_\_  
**Tommie C. Martin, Chairman**

**Attest:**

\_\_\_\_\_  
**Marian Sheppard, Chief Deputy Clerk**

**Approved as to form:**

\_\_\_\_\_  
**Bryan B. Chambers,  
Chief Deputy County Attorney**

**UNIFORM TERMS AND CONDITIONS**  
**Version 8**

**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 of 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 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. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities 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, trade name, 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, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11. Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

- 3.12 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

#### 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; or
- 4.5.3. Cancel the contract and re-solicit the requirements.

#### 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 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.

## 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. 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.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1. 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.
- 7.6.2. 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.
- 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 interest 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 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).

**12. Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15<sup>th</sup> Avenue, Suite 201, Phoenix, Arizona, 85007.

**ARIZONA DEPARTMENT OF ECONOMIC SECURITY  
SPECIAL TERMS AND CONDITIONS  
Professional Services/Auto Optional /Children-Vulnerable Adult  
5 Year Term**

- 1.0 **Definition of Terms.** In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply:
- 1.1 "Award Date" means the date the contract is executed by the Department. This may or may not be the same date as the "Effective Date" which is the date specified on the Offer and Award or Signature page.
- 1.2 "Department" means the Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 1.3 "Effective Date" means the date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature page.
- 1.4 "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).
- 1.5 "May" indicates something that is not mandatory but permissible.
- 1.6 "Shall, Must" indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 1.7 "Should" indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.
- 1.8 "Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment
- 2.0 **Advertising, Publishing and Promotion of Contract.** In addition to the terms and conditions in Section 3.6 of the Uniform Terms and Conditions, the following shall apply:
- 2.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:
- 2.2 "This program was funded through a contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."
- 3.0 **Audit.** In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:
- 3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:
1. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
  2. Summary schedule of prior audit findings
  3. Auditor's Reports (detailed in the A-133)
  4. Corrective Action Plan.
- 3.2 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the Reports

Section in the Scope of Work.

- 3.3 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure 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, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.
- 3.4 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.
- 3.5 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.
- 4.0 **Availability of Funds.**
- 4.1 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.
- 5.0 **Background Checks for Employment through the Central Registry.** If providing direct services to children or vulnerable adults, the following shall apply:
- 5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 5.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients.
- 5.3 Within thirty (30) days of contract award, the Contractor shall submit the "*Request for Search of Central Registry for Employment*" for each employee and subcontract employee providing direct services to children or vulnerable adults.
- 5.4 At least sixty (60) days prior to the Contract End Date, the Contractor shall submit the "*Request for Search of Central Registry for Employment*" for each employee and subcontract employee providing direct services to children or vulnerable adults.
- 5.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.
- 6.0 **Certification of Cost or Pricing Data.**
- 6.1 By submittal of the offer, 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.
- 7.0 **Certification Regarding Lobbying.**
- 7.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with

**8.0 Code of Conduct.**

8.1 The Contractor shall avoid any action that might create or result in the appearance of having:

1. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
2. Acted on behalf of the State without appropriate authorization;
3. Provided favorable or unfavorable treatment to anyone;
4. Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;
5. Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,
6. Loss of impartiality when advising the State

**9.0 Competitive Bidding.**

9.1 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.

**10.0 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:

10.1. In accordance with A.R.S. §36-557 as may be amended (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.

10.2 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 the jurisdiction of any State Court.

10.3 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 as may be amended .

10.4 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended and 29 C.F.R. Part 93 as may be amended 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.

10.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

**11.0 Confidentiality.**

11.1 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 to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

**12.0 Contract Term and Option to Extend.**

12.1 The term of the resultant contract shall be effective the date specified on the Signature page and shall remain in effect for five (5) yeas or otherwise specified date, unless terminated or cancelled.

12.2 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside of the effective dates).

**13.0 Cooperation.**

13.1 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).

**14.0 Data Sharing Agreement.**

14.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the DES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each DES Program sharing confidential data.

**15.0 Equipment.**

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 Under a fixed price contract, Section 15.1 through 15.4 do not apply unless specifically required by federal or state law.

**16.0 Reserved.**

**17.0 Evaluation.**

17.1 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.

17.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

**18.0 E-Verify.**

- 18.1 In addition to the terms and conditions in Section 3.10 of the Uniform Terms and Conditions, the following shall apply :
- 18.2 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, subsection A as may be amended. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- 18.3 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 18.4 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 18.5 The Department retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 18.2.
- 19.0 Fair Hearings and Service Recipients' Grievances.**
- 19.1 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.
- 19.2 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.
- 20.0 Federal Immigration and Nationality Act.**
- 20.1 In addition to the terms and conditions in Section 3.9 of the Uniform Terms and Conditions, the following shall apply:
- 20.2 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.
- 20.3 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract.
- 21.0 Fees and Program Income.**
- 21.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.
- 22.0 Fingerprinting.**
- 22.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
- 22.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks" may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and

criminal records checks relate to contract performance.

22.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this contract, the following provisions apply:

22.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department for the purposes of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for a fingerprint clearance card within seven working days of employment.

22.3.2 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.

**23.0 Inclusive Contractor.**

23.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

**24.0 Indemnification and Insurance.**

**24.1 Indemnification Clause:**

24.1 1. The parties to this contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by 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 and the Department of Economic Security shall be responsible for their own negligence. Each party to this contract is responsible for its own negligence.

*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.*

**24.2 Insurance Requirements:**

24.2.1 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.

24.2.2 The *insurance requirements* herein 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.

• 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 and the Department of Economic Security 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.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

**2. Business 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 and the Arizona Department of Economic Security 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"***.

- 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.

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

- Workers' Compensation Statutory
- 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. 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: The State of Arizona and the Arizona Department of Economic Security, 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.

1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
2. 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 the **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** unless the Scope of Work Reporting Requirements specifies otherwise 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.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

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 **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** unless the Scope of Work Reporting Requirements specifies otherwise. The State of Arizona **contract number and contract description shall be noted or referenced 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.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 24.0 of the Arizona Department of Economic Security Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 24.2.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 24.2.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 24.0 above.

**25.0 IT 508 Compliance.**

25.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. 41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

**26.0 Levels of Service.**

26.1 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.

26.2 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.

26.3 Any administration within the Department may obtain services under this contract.

26.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

26.5 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.

26.6 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.

**27.0 Monitoring.**

27.1 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.

**28.0 Non-Discrimination. In addition to the terms and conditions in section 3.2 of the Uniform Terms and Conditions, the following shall apply:**

28.1 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.

28.2. 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.

28.3 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.

28.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here* prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. 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. Auxiliary aids and services are available upon request to individuals with disabilities. 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. To request this document in alternative format or for further information about this policy please contact: *(insert Contractor contact person and phone number here)*" Para obtener este documento en otro formato u obtener información adicional sobre esta política, *(insert Contractor contact person and phone number here)*"

29.0 **Notices.** In addition to the terms and conditions in section 3.5 of the Uniform Terms and Conditions, the following shall apply:

29.1 All notices shall reference the contract number.

29.2 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 telephone number;
2. Changes in the name and/or address of the person to whom notices are to be sent;
3. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
4. 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.

30.0 **Offshore Performance of Work Prohibited.**

30.1 Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

31.0 **Order of Precedence.**

31.1 In addition to the terms and conditions in section 2.3 Contract Order of Precedence of the Uniform Terms and Conditions, the following shall apply:

1. 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:
  1. Division/Administration Special Terms and Conditions;
  2. ADES Special Terms and Conditions;
  3. Uniform Terms and Conditions;
  4. Scope of Work or Specification;
  5. Attachments;
  6. Exhibits;
  7. Documents referenced or included in the Solicitation.

**32.0 Pandemic Contractual Performance.**

32.1 The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

32.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

1. After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

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

33.1 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. The Department may authorize units throughout the term of the contract by amending the contract or through the process of issuing release orders. A Release Order is a separate document and may be increased or decreased throughout the term of the contract without amending the contract. A client specific referral is considered a form of release order as well as a Purchase Authorization or other similar named document.

33.2 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 will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.

33.3 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.

33.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the:

1. The units authorized as stated in section 33.1; or
2. The service reimbursement ceiling;
3. 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.

33.5 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.

**34.0 Payment Recoupment.**

34.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:

1. Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
2. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
3. 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;
4. Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
5. 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;
6. 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;
7. Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
8. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
9. 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.
10. Any payments made for services rendered before the contract begin date or after the contract termination date.

**35.0 Personnel.**

35.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

**36.0 Predecessor and Successor Contracts.**

36.1 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.

**37.0 Professional Standards.**

37.1 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.

**38.0 Rate Increase.**

38.1 The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The State will review the request and shall determine if the increase shall be granted or if an alternative option is in the best interests of the State. The rate increase adjustment, if approved, will be effective and executed via a contract amendment.

38.2 Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.

**39.0. Records.** In addition to the terms and conditions in section 3.1 of the Uniform Terms and Conditions, the following shall apply:

39.1 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:

1. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
2. 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;
3. Include time and attendance records for individual employees to support all salaries and wages paid;
4. For Fix Price with Price Adjustment contracts, include:

1. Records of the source of all receipts and the deposit of all funds received by the Contractor;
2. 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;
3. A complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
4. Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures

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

39.3 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as provided in Section 41.0 of the DES Special Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
2. Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

**40.0 Relationship of Parties.**

40.1 In addition to the terms and conditions in Section 2.4 of the Uniform Terms and Conditions, the following shall apply:

1. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
2. Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

**41.0 Reporting Requirements.**

41.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: with the exception of the last month of the contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 15th day following the end of each month during the contract term. Failure to submit accurate and complete reports by the 15th day following the end of each 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.

41.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 45th day following the end of the each contract term. The final fiscal report for the contract term shall include all adjustment to prior financial reports submitted for the contract term.

41.3 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.

41.4 All reports shall reference the contract number and be submitted to the person designated by the Department.

**42.0 Responsibility for Payments Indemnification.**

42.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

- 43.0 Reserved.**
- 44.0 Subcontracts.** In addition to the terms and conditions in section 5.2 of the Uniform Terms and Conditions, the following shall apply:
- 44.1 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.
- 45.0 Substantial Interest Disclosure.**
- 45.1 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.
- 45.2 Leases or rental agreements or purchase of real property which would be covered by Section 44.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 45.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.
- 46.0 Supporting Documents and Information.**
- 46.1 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. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
- 47.0 Suspension or Debarment.**
- 47.1 In addition to the terms and conditions in section 9.3 of the Uniform Terms and Conditions, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment).
- 48.0 Technical Assistance.**
- 48.1 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.
- 49.0 Termination for Any Reason.**
- 49.1 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.
- 49.2 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. as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended the provisions of this paragraph shall not apply.

49.3 In the event of early termination for any reason, 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.

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

50.1 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

**51.0 Transfer of Knowledge.**

51.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

**52.0 Transition of Activities.**

52.1 In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

**53.0 Unallowable Costs.**

53.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability 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.

53.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

1. OMB Circular A-87 for State, local and Indian Tribal Governments.
2. OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
3. OMB Circular A-21 for educational institutions.
4. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

**54.0 Visitation, Inspection and Copying.**

54.1 Contractor's and/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.

**55.0 Warranty of Services.**

55.1 The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished

**56.0 Limited English Proficiency**

56.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34 (Exhibit 1).

**SCOPE OF WORK  
SUPPORTED EMPLOYMENT-EXTENDED**

**1.0 ADES VISION AND MISSION STATEMENTS**

- 1.1 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.
- 1.2 ADES Mission: The Arizona Department of Economic Security (ADES) promotes the safety, well being, and self sufficiency of children, adults, and families.

**2.0 PURPOSE**

- 2.1 The primary purpose of this contract is to provide continuation of extended supported employment services to individuals with disabilities (hereafter referred to as clients) in the community who are already employed to assist them in maintaining or improving their employment. These clients received Vocational Rehabilitation Services in the past from Rehabilitation Services Administration but now they need ongoing support to keep their employment. In addition, this service may be provided to new RSA referrals and/or self-referrals based on the availability of the funds.

**2.2 Funding.**

- 2.2.1 The funding source for this service is Social Service Block Grant (SSBG) funds which consist of:
  - 1. Locally Planned SSBG funds allocated and assigned to ADES/RSA by the local Councils of Governments [COG]. COGs identify regional priorities, the service, the service intent and the target group for every state fiscal year as stated in the annual State of Arizona Social Services Block Grant; and
  - 2. State Planned SSBG funds allocated and assigned to DES/RSA by the local Councils of Governments [COG] to be used for various SSBG services at RSA discretion. RSA allocate a portion of the funds for Extended Supported Employment.
- 2.2.2 Service needs and program decisions may vary in eligibility, geographic and service availability, or the target group to which the service may be directed, which ultimately may affect funding availability under this contract.
- 2.3 Legal Authority. Arizona Revised Statute (A.R.S.) §41-1954(A)(6) provides ADES the authority to enter into contracts and incur obligations within the general scope of its activities and operations subject to the availability of funds.
- 2.4 Projected Award: ADES may make multiple awards to ensure the service coverage to the existing clients who are currently receiving this service. The contract is on an as needed basis. There is no guarantee of the number of units to be authorized.

**3.0 SERVICE DESCRIPTION**

- 3.1 Arizona Taxonomy: A service that provides long-term, on-going support services for an employed individual.
- 3.2 For the purpose of this contract , this service includes:
  - 1. Assistance to clients in maintaining employment such as job coaching which requires regular contacts with the client, client's parents or guardians (if applicable), and/or the employer, job counseling and related support services; and job monitoring;
  - 2. Assistance in assessment and identification of ongoing employment support needs, natural and peer support environments, and in accessing the resources necessary to meet those needs;
  - 3. Assistance in locating a new job when necessary.
- 3.3 Service Eligibility Requirements/Target Population. Eligibility for these services is determined by RSA designated staff and/or the Contractor.
  - 1. Individuals to be served under this contract are clients with the most significant disability which may include one or more of the following:

1. individuals who have severe physical or mental impairment that seriously limits three or more functional capacities, such as mobility, communication, self-care, self-direction, interpersonal skills, work tolerance, or work skills, in terms of an employment outcome; and whose vocational rehabilitation can be expected to require multiple vocational rehabilitation services over an extended period of time;
2. individuals for whom competitive employment has not traditionally occurred or for whom competitive employment has been interrupted or intermittent as a result of a significant disability;
3. individuals who, because of the nature and severity of their disabilities, need extended supported employment services after the Vocational Rehabilitation program terminates employment support services in order to maintain competitive employment in an integrated setting consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the individual; and
4. individuals who did not qualify for extended supported employment services provided by any other State agency such as the ADES Division of Developmental Disabilities, the Arizona Department of Behavioral Health, or Arizona Long Term Care.

#### 3.4 Background Information

The Rehabilitation Service Administration (RSA) is the administration within ADES which provides Vocational Rehabilitation (VR) and Independent Living (IL) services to individuals with disabilities. Through the provision of VR services, RSA assists individuals in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. Through the provision of IL services, RSA assists eligible individuals to increase their ability to function independently at home, at work and in the community.

#### 4.0 **SERVICE REQUIREMENTS.**

The Contractor shall:

- 4.1 Ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.
  1. Communicate, either directly or through the assistance of professional services, in the native language of clients who have limited speaking ability or English is not their primary language and use all other appropriate and effective modes of communications used by clients (e.g., Spanish language, American Sign Language, etc.).
- 4.2 Ensure that the appropriate new written authorization has been received from the designated RSA staff prior to making any changes in the level of service provided, including an increase or decrease in the number of units of service and/or a change in the setting.
- 4.3 **Eligibility Determination** for self-referrals (clients not referred by RSA).
  1. Schedule a meeting with a client who seeks this services to determine the client's eligibility for the program and address issues that the client is encountering within seven (7) business day upon the client's self-referral.
  2. Document how the client's eligibility was made.
  3. Notify the client about the eligibility determination and about the date of the Service Planning Meeting.
- 4.4 **Service Planning Meeting**
  1. Schedule a Service Planning Meeting with the client and/or the client's representative, if applicable, **within ten (10) business days**:
    1. From the date of the client's eligibility determination for clients not referred by RSA;
    2. From the date of contract award for existing RSA clients ;
    3. From the date of receipt of RSA Referral for Service form for new referrals from RSA.

2. The purposes of this meeting are to:
  1. Discuss the client's service needs and determine appropriate services to be provided, e.g. increases in pay, benefits, movement to a more integrated or non-supported setting, etc.
  2. Develop jointly with the client the *Client Service Plan* (Exhibit A) upon which the provision of services shall be based. The Plan shall include clear, measurable objectives and specific time frames for the client to achieve the objectives.
  3. Specify clearly roles and responsibilities for the client and the Contractor, estimated number of service hours or days per month, and cost and timelines for the achievement of the service objectives.

- 4.5 **Service Provision.** Initiate service provision within ten (10) business days after receipt of written authorization for services and provide services specified in the *Client Service Plan* as follows:
1. Ensure that the services are delivered utilizing tools, techniques and materials which are appropriate to the mental and physical capacity/needs of the individual served.
  2. Utilize modified equipment, aides and devices in order to meet the client's physical/sensory needs of the clients.
  3. Continually evaluate the progress of the client and movement toward competitive employment settings without supports and/or employment which is more integrated, as well as develop and implement strategies to increase the client's hours and/or wages. Evaluation shall be conducted at least annually and discussed with the referring RSA staff during the annual meeting as follows:
    1. Schedule and conduct annual meetings to discuss progress and rehabilitation needs within thirty (30) days of each client's annual anniversary from the Client Service Plan start date, and submit a written annual report to the referring RSA staff. During the annual meeting and evaluation, discuss at least the following:
      1. the average number of paid work hours in a month for each client;
      2. the average hourly wage of each client;
      3. the current level of supervision; and
      4. strategies to improve each over a specified period of time.
  4. Revise the Client Service Plan as needed to implement the strategies for improvement and when the client is ready, identify and place the client in a more integrated and/or higher-paying job and notify the referring RSA staff about the revision of the Plan.
  5. Notify RSA within one (1) business day if the client is encountering serious difficulties and problems that interfere with successful completion of the agreed-upon objective(s) including frequent absences.
  6. Complete and submit accurate Monthly Progress Reports (Exhibit B) to the referring RSA staff. The reports shall clearly describe the client's progress being made toward the achievement of the mutually agreed upon goals, including documentation of appointment dates and attendance record. The client's achievement of the stated objectives will be used as a basis for payment after the RSA staff approves the Contractor's monthly progress report.

## 5.0 QUALIFICATION REQUIREMENTS.

The Contractor shall ensure that:

- 5.1 Personnel who supervise the services provided under this contract and prepare progress reports meet the following criteria:
  1. A Master's Degree in a related field (e.g., Rehabilitation Counseling, Psychology, Sociology, Education, etc.) and documentation of one (1) year of full time employment working with individuals with disabilities; or
  2. A Bachelor's degree in a related field (e.g. Rehabilitation Counseling, Psychology, Sociology, Education, etc.) and documentation of three (3) years full time employment in working with individuals with disabilities; or
  3. A high school diploma or GED and documentation of seven (7) years full time employment in working with individuals with disabilities.

- 5.2 Personnel who provide direct client services which are considered less technical in nature shall meet the following criteria:
1. Have a high school diploma or G.E.D., and
  2. Have one (1) year of documented experience, preferably working with individuals with disabilities and involved in the provision of vocational rehabilitation services including job development and/or coaching, and
  3. Be under the direction and supervision of personnel who meet the criteria in 5.1 above.

5.3 Its personnel meet a variety of needs of RSA clients, including clients with intensive behavioral, physical, and medical challenges.

## **6.0 ADMINISTRATIVE REQUIREMENTS.**

The Contractor shall:

- 6.1 Ensure that client records include the RSA Purchase Authorization, the Client Service Plan, Monthly Progress Reports, annual evaluation report (s), records of services provision, date(s) of follow-up meeting(s) with the clients, notes from meetings, personnel time log of service provision, client's attendance logs, and client's satisfaction surveys.
- 6.2 Maintain a quality management plan in order to continuously monitor the delivery of services and to ensure that the service provision meets the client's objectives to include the following: management plan shall contain elements that address the following:
1. Incident management, corrective action and preventions;
  2. Complaints and grievances;
  3. Monitoring and evaluation the service provision, i.e., measurement of outcomes as it relates to the client's objectives, and the improvement of the quality of services;
  4. Routine monitoring of its personnel and subcontractors to ensure the effectiveness of the relationship between the client and direct service personnel; and
  5. Soliciting input from clients to evaluate the effectiveness of the service provision by providing a copy of the Client Satisfaction Survey (Exhibit C) for them to complete and sign. Survey shall be submitted annually with the last calendar quarter report.
- 6.3 Adhere to the Contractor Code of Conduct (Exhibit D).
- 6.4 Adhere to Client Transportation Requirements (Exhibit E), if a client is being transported by the Contractor during the service provision.

## **7.0 CONTRACTOR PERFORMANCE EVALUATION**

- 7.1 The Contractor shall meet the following minimum acceptable performance standard during a contract year:
1. At a minimum, 90% of the clients who receive these services shall be meeting the goals stated in their Client Service Plans.
- 7.2 RSA will conduct ongoing evaluation of the Contractor's performance in achieving the minimum acceptable service standard through the Contractor's monthly and quarterly reports and RSA data available through the RSA Database.

## **8.0 PAYMENT**

- 8.1 Payment will be made in accordance with the Price Sheet (Attachment 2) upon receipt of the reporting requirements stated below.
- 8.2 Payment rates are all inclusive, which means that they include all costs associated with the provision of the service including but not limited to: salaries, operating cost, travel time, preparation of billing and reports, routine follow-up phone calls, research, time for client no shows. RSA will not pay separately for these or any other costs except as noted herein.

8.3 Payment Units for this service include:

1. **One (1) Group Day.** Group daily rate is when the service is delivered in a group setting to two or more individuals for three (3) or more hours on any given calendar day.
2. **One (1) Individual Hour.** Individual hourly rate is sixty (60 minutes) of actual time spent providing services directly to the client or on behalf of the client.

**9.0 REPORTING REQUIREMENTS.**

9.1 Program Reports.

9.1.1 The Contractor shall submit the following reports along a Contractor Invoice form to RSA Payment and Billing Unit; PO BOX 6877 Phoenix AZ 85005:

1. Client Service Plan (Exhibit A) within seven (7) days after the Plan is established, or upon revision;
2. Monthly Progress Reports (Exhibit B) within fifteen (15) days following the month in which services were delivered.
3. Annual Progress Evaluation Report: a narrative report summarizing the results of the Annual Meeting, in particular describing the client's achievements over the previous year, challenges still to be met, and outlining proposed strategies for overcoming those challenges.
4. A written narrative report within ten (10) working days following completion of the individual's program or the individual's termination for any reason.

9.1.2 The Contractor shall report unusual incidents to the referring RSA staff. Any incidents shall be verbally reported the same day of the occurrence to the RSA staff and RSA Contracts Unit, Central Office. A legible, written report of the unusual incident shall be submitted within three (3) business days to the RSA staff. Incidents include, but are not limited to:

1. Death of a client;
2. Alleged neglect, abuse, mistreatment or exploitation of a client (by anyone);
3. Disappearance of a client. The Contractor shall report a missing client to law enforcement officials and RSA as soon as the Contractor suspects that the client may be missing;
4. Suicide attempts by the client;
5. Sexual abuse, including non-consensual sexual activity;
6. Inappropriate sexual behavior; or
7. A client who might pose a threat to the physical or emotional well-being of an individual or Contractor's staff member.
8. Loss of equipment or property.

9.1.3 The Contractor shall submit the following to the RSA Contracts Unit:

1. Quarterly Reports (Exhibit F) within fifteen (15) calendar days following the calendar quarter in which services were delivered. The Quarterly Report is in an Excel spreadsheet format and all data shall be entered directly by the Contractor. Completed Quarterly Reports shall be submitted by email to [RSAContractsUnit@azdes.gov](mailto:RSAContractsUnit@azdes.gov)
2. Client Satisfaction Survey (Exhibit C) with the last calendar quarter of every contract year for all clients who received this service during the calendar year.

9.2 Financial Reports

9.2.1 The Contractor shall submit the following reports to RSA Payment and Billing Unit; PO BOX 6877 Phoenix AZ 85005:

1. A complete and accurate Contractor Invoice form (Exhibit G) within fifteen (15) calendar days following the month in which services were provided.

9.3 Billing. The Contractor shall compute service units as follows:

1. For Individual Hour:
  1. Bill individual rate for a client for whom actual time was spent providing services directly to the client or on behalf of the client.
  2. At the end of a reporting period, round the time spent with the client to the nearest quarter of an hour (15 minutes). Example: 22 hours and 15 minutes = 22.25 hours; 22 hours and

30 minutes = 22.5 hours; 22 hours and 45 minutes = 22.75 hours. Billable time includes time spent:

1. With the client face to face including client meetings to staff the case or using other communication methods (e.g. phone calls) provided that service provision lasted longer than 15 minutes.
2. With the face to face or by phone calls to resolve issues raised by the client or other party provided that service provision lasted (15) minutes or longer.
3. Routine follow up calls with the client or any other party are not billable.

2. For Group Day:

1. Bill this rate for each client who is receiving services in a group.
2. Bill for one whole day when the client is in attendance for three (3) or more hours on a given calendar day.
3. Bill in one-half day increments (0.5 Unit) when a client is in attendance in a group setting less than three (3) hours on a given calendar day.

9.4 Other Reports. Reporting Requirements may change during the contract term. RSA reserves the right to request the Contractor to submit additional or revised reports related to the service provision. The Department will notify the Contractor about any change in reporting forms by mail.

9.5 The Contractor shall submit current certificates of insurance as required in the ADES Special Terms and Conditions to:

Arizona Department of Economic Security  
RSA Contracts Unit Manager  
PO BOX 6123 Site Code 930A, Phoenix, AZ 85005





Attachment 1

Arizona Department of Economic Security  
Rehabilitation Services Administration

Extended Supported Employment

**PRICE SHEET**

CONTRACT APPLICANT'S NAME: Gila County dba, Gila Employment and Special Training

<b>PAYMENT UNIT</b>	<b>PAYMENT RATE</b>
One Day Individual Setting	\$ 45.00
One Day Group Setting	\$ 35.00

*WBS Caldwell 9/1/11*

David Fletcher  
Director



## Gila County Community Services Division

*"A Community Action Agency"*

5515 S. Apache Ave. Suite 200, Globe, AZ 85501

(928) 425-7631

*"Improving the Quality of Life for all Residents, one life at a time"*

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September 2, 2011

Arizona Department of Economic Security  
Rehabilitation Services Administration  
Ms. Lynellen Gordon  
1789 W. Jefferson  
Phoenix, Arizona 85007

RE: Extended Supported Employment

Dear Ms. Gordon:

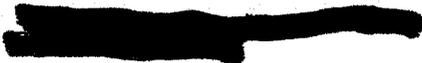
The Community Services Division, Gila Employment and Special Training (GEST), is a department within the Gila County government organization. No offshore services will be provided by Gila County under this agreement.

Sincerely,

David J. H. Fletcher  
Director

Community Services Division

*"An Equal Opportunity Employer"*  
Arizona Relay Service TTY 7-1-1



# David B. Caddell

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## Objective

To obtain a position with a progressive and stable company with room for advancement.

## Experience

11/04 - Current                      Gila County- G.E.S.T.                      Globe, Arizona

### Program Manager

- Monitor and coordinate staff schedules to ensure that all clients' services are provided in accordance with our contracts.
- Ensure that all staff training certifications are up to date and in compliance with our contracts, schedule trainings that are needed.
- Maintain program and client files, attend client staffing, and ensure clients' services are provided in accordance with the clients' individual service plan, and in compliance with our contracts.
- Ensure billing documentation is accurate and complies with contract requirements. Prepare invoices for reimbursement to state agencies and employers.
- Develop proposals for funding from state and federal sources.
- Certified Article 9 Instructor
- Certified American Heart CPR/First Aid/AED Instructor

8/2000 – Current                      KIKO Radio                      Globe, Arizona

### Host of Sunday Morning Program/Studio Engineer

- Provide Christian Programs/Music/Discussion on Sundays
- Repair/Replace/Update station equipment, computer hardware, computer software
- Produce PSA's, business advertising spots
- Setup equipment for remotes
- Sports Team Member, provide team stats for broadcast.

4/04 – 11/04                      KLD Associates, Inc.                      Globe, Arizona

### Traffic Accident Researcher

- Collect data on fatal and non-fatal vehicle crashes in accordance with NHTSA standards.
- Record collected data, draw scene diagrams and vehicle damage sketches, interview drivers and occupants of vehicles, electronically code the information into computer for statistical analysis.
- Photograph vehicles and scene of accident.

2/95 – 4/04                      Gila County- G.E.S.T.                      Globe, Arizona

### Job Coach

- Provide direct client services in accordance with the clients' individual

service plan or vocational goals that comply with our contact requirements.

- Coordinate with Program Manager on scheduling direct clients' services. Attend client staffing.
- Provide monthly reports on clients' progress and for reimbursement.
- Plan and schedule client activities and outings, provide transportation to and from program or work sites.
- Develop job training sites; assist clients in applying for employment, interviewing skills, coordinate with employers to assist in training clients at their work site when needed.
- Provide employment related workshops.
- Provide continuing employment related supports.

8/93 – 1/95

Copper Mountain BHS

Globe, Arizona

**Residential Advisor/Transportation**

- Monitor residential clients, monitor clients taking medication.
- Prepare meals, maintain facility and building maintenance.
- Teach daily life skills and behavioral management.
- Transport clients to and from activities and appointments.

4/83 – 4/91

Union Township Fire Department

West Chester, Ohio

**Fire Fighter/EMT-A**

- Respond to all calls.
- Attend all trainings that were required to be certified as a Fire Fighter/EMT-A.
- Performed daily maintenance checks on all equipment.
- Assisted the Fire Marshal with fire inspections.
- Provide community Fire Safety outreach.

**Education**

2008

Arizona Department of Economic Security

Phoenix, AZ

- Direct Care Train the Trainer Workshop Principles of Caregiving
  - a. Developmental Disabilities
  - b. Fundamentals
  - c. Aging and Physical Disabilities

2008

Arizona Department of Economic Security

Phoenix, AZ

- Direct Care Train the Trainer Workshop Principles of Caregiving
  - d. Developmental Disabilities
  - e. Fundamentals
  - f. Aging and Physical Disabilities

2005

Pima Community College

Tucson, AZ

- Management 102

- |             |                               |                  |
|-------------|-------------------------------|------------------|
| Feb. 1989   | Scarlet Oaks Vocational       | Cincinnati, OH   |
| ▪           | Basic Life Support            |                  |
| 1988 - 1989 | Eastern District Fire School  | Newark, OH       |
| ▪           | EMS Trauma                    |                  |
| ▪           | Firefighter Safety            |                  |
| ▪           | Aerial Tower Operation        |                  |
| 1987 - 1989 | Butler County Joint Vocations | Hamilton, OH     |
| ▪           | 36 Hour Firefighter Refresher |                  |
| ▪           | Pump Operation                |                  |
| 1987        | Ohio Fire Academy             | Reynoldsburg, OH |
| ▪           | Sprinkler & Standpipe Systems |                  |
| ▪           | Ventilation Techniques        |                  |
| ▪           | Search and Rescue Techniques  |                  |
| 1983 - 1987 | Scarlet Oaks Vocational       | Cincinnati, OH   |
| ▪           | EMT-A                         |                  |
| ▪           | Basic Fire Fighting           |                  |
| 1985        | Woodlawn Fire Department      | Woodlawn, OH     |
| ▪           | EMT Basic                     |                  |
| 1982        | Lakota High School            | West Chester, OH |
| ▪           | Received High School Diploma  |                  |

**Interests and activities/awards**

- Computers, music, fishing, archery, shooting
- Outstanding Support for 1991 Fire Explorer Competition, received from Dan Beard Council – Cincinnati, Ohio
- Volunteer Exploring E.O.A. Advisor of the Year 1991, received from Dan Beard Council – Cincinnati, Ohio
- Outstanding Support for 1990 Fire Explorer Competition, received from Dan Beard Council – Cincinnati, Ohio
- Member of Central Heights Baptist Church
- Audio/Video Team Chairman

## RESUME

NAME: Leona Bowman

ADDRESSED: [REDACTED]

PHONE: [REDACTED]

### Employment Objective

Seeking fulltime employment with benefits.

### Education:

San Manual High School, Class of 1981 graduate.

### Employment: History

09/16/1990 to present, I'm a Job Coach with Gila Employment & Special Training Community Development Division.

Employment responsibilities of being a provider with assistance and support with daily activities, this can include bathing, and grooming, housekeeping help with meals, menu planning, encouragement of behaviors that enhance community involvement, Also work with Vocational Rehabilitation employment with pride is a services that provide individuals with physical and mental disabilities to help them obtain or maintain employment. Among many other services ESA, ESE, JD/P.

Also I coordinate with DES I work close with support coordinators, to help Come up with a program that will work best for the consumer, and write objective, and the Method of how the objective will be worked on. Also monthly reports, and keep up with Certificates

10/1989 to 09/16/1990 Day Care in my own home, worked with little ones from the age of month's old up to age 12 years old, Employment responsibilities, of being a in home care giver, have lots of fun, we had story time, play time, nap time outside time, lunch time, snack time. Planned menus, changed diapers, feed babies, book keeping. Scheduling, some transportation, prepared healthy meals. Most of all just making sure they were loved and safe.

**Summary of Experience:**

**I'm an enthusiastic and highly motivated with a desire to learn new skills to be an effective and productive employee.**

**I'm a caring and compassionate person who is very experienced in working with a diversity of people.**

**I have good ethics and will work to the best of my ability, always striving to learn and better my skills and qualifications.**

**I have good decision making skills using sound and movements judgment for effective problems solving.**

[Phillis Weaver]

**Objective** To assist each individual in the development of self-help skills, mobility and adaptive Living skills.

**Experience**

Community Service Worker  
April 2009 - January 2010] [Gila Employment & Special Training, Globe, AZ.

- Implement client's individual program plans.
- Provide daily activities designed to train in daily living skills, to modify behavior modifications, encourage life career development.
- Obtain a working knowledge of teaching daily living skills or vocational career skills.

HCBS PROVIDER  
MAY 21, 1998--JAN. 6,2010 Arizona Department of Economic Security, Phoenix, AZ.

- Respite care
- Attendant care
- Habilitation
- Personal care
- Non-Emergency transportation

HCBS Provider  
October--2008--January 2010 Arion Care Solutions, Chandler AZ.

- Respite
- Habilitation
- Attendant Care

Habilitation Tech 2  
10-14-1996 to 11-1-2005 Horizon Human Services, Miami, AZ.

- Worked with vocational Rehabilitation, and Pre-employment to provide services granted by the department of Economic Security.
- Provide daily activities designed to train in daily living skills, personal, physical and social needs.
- Implement client's individual program plans.

**Training**

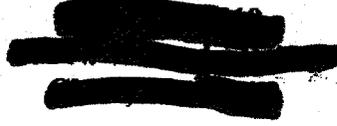
CPR--FIRST-AID 9-19-09 To 09-19-2011  
Article 9  
Job Specific skills--Residential Trainer  
Behavior building  
Client Intervention training level 1 & 2  
Pre-Employment and Work Maturity  
Liberal Arts Course Title: Marriage and Family

- State Of Arizona Fingerprint Clearance Card 08-09-2004 To 09-09-2010
- Extracurricular activities--Volunteer for Special Olympics.

**References** References are available on request.

Phillis Weaver

**Carol S. Tanner**



***Horizon Human Services***

2/11-Present

Habilitation Tech I - Provide vocational rehabilitation services to persons with disabilities. Engage in one on one supportive relationships with participants. Consult and work with professional staff as needed.

***Oxford Health Care - (Temporary)***

5/08-11/08

Home Health Care - Assist clients with a variety of disabilities with home and personal care. Assist with errands including grocery shopping, letter writing, etc. Prepare meals for clients. Respite care for families of clients with Alzheimer disease. Keep complete records including time and activity tracking for each visit. Worked with an average of 5-6 clients per day.

***Pinto Valley Operations - (contract)***

4/07 - 9/07

HSE Document Control - Health, Safety and Environmental Admin. Assist with coordination of the daily operation of the unit. Attended and prepared agendas, transcribed and distributed minutes of safety meetings. Administrative support for upper management. Prepare financial and operational reports from data provided. Maintained electronic and paper filing system for safety department.

***Maricopa County Sheriffs Office -***

8/04 - 12/05

Detention Officer - Manage interpersonal conflicts to maintain order utilizing redirection and interpersonal skills, aided by the use of cameras, radios and security walks. Conduct headcounts, inmate and cell searches, supervise visitation and clothing exchanges. Monitor and control all activities regarding inmate movement. Gather information for investigations by interviewing and obtaining statements of victims, witnesses, suspects and confidential informants. Prepare logbook entries and write reports. Inventory and inspect security equipment. Communicate over radio channels while initiating and responding to radio communications. Trained in CPR and first aid. Trained to use force if necessary via approved non-lethal weapons; i.e., pepper spray and stun devices.

***Mesa Community College - Student***

2002-2004

***Curves of West Chandler - Training/Sales***

***Creative Networks, LLC - Home Health Care***

***Avnet -***

2/00 - 10/01

Human Resources Specialist/Training Specialist -Management of internal and vendor training involving outside and inside sales departments. Database administrator for Ingenium (tracks training and certifications) Meeting planning including contract negotiation for speakers and meeting space, sleeping rooms, banquet, travel and transportation arrangements. Administration of Arizona Training Grant. Member of team developing training for emerging account managers.

***University of Phoenix -***

5/99 - 2/00

Technical Support Specialist - Provide technical assistance to students and faculty for UOP online services; coordinate with Academic Affairs on information technology issues; assist faculty with software and access issues; manage classrooms on the exchange server. Build and coordinate new meetings as requested on exchange server. Assist faculty candidates installing software and accessing their training groups, mentorship and other folders. Answer and maintain the Faculty Tech Support email account and faculty newsgroups.

**EDUCATION**

***Longview Community College - Lee's Summit, Missouri***

Accounting I and II Principles of Supervision Intro to Data Processing Art Principles I

***Boise State University - Boise, Idaho***

English Composition I and II Medical Terminology Intro to Psychology

Certificates: financial planning - time management - understanding financial reports - desktop publishing

***Mesa Community College - Mesa, Arizona***

90 hours real estate 3 hours contract law

***Rio Salado Community College - Tempe, Arizona***

Certification of Completion - Detention Services

***Miscellaneous Education***

First Aid CPR Client Intervention Training PASS Transportation Training  
Newly Employed Inexperienced Miner 5000-23's

**MISCELLANEOUS SKILLS**

Typing approx 80 wpm

Microsoft Office Suite