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GILA COUNTY
www.gilacountvaz.gov

DIVISION OF HEALTH AND EMERGENCY SERVICES
5515 S. APACHE AVE, SUITE 300, GLOBE, AZ 85501

PROFESSIONAL SERVICES AGREEMENT NO. 021913
MEDICAL CONSULTING SERVICES

THIS AGREEMENT, made and entered into this 03RD day of APRIL, 2013, by and between the Gila County, a political subdivision of the State of Arizona, hereinafter designated the County, and Summit Healthcare Regional Medical Center, of the City of Show Low, County of Navajo, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: That the Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The Contractor agrees to provide Training and Technical Assistance Services in the implementation of the Healthy Steps Arizona program. In the performance of these duties under the provisions of this agreement, it is mutually understood and agreed that the Contractor, their agent(s), employee(s), and subcontractor(s), are at all times acting and performing as an independent contractor.

The Contractor agrees to obtain and keep current any and all State of Arizona licenses/certifications. If at any time during the term of the contract the Contractors licenses/certifications are revoked or rendered invalid, this Contract shall be terminated.

The Contractor is an independent Contractor of the County and agrees that they shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services of the agreement. Neither the Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

DUTIES AND RESPONSIBILITIES

The Contractor shall provide duties as follows:

Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

ARTICLE II – FEES: For the services provided by the Contractor under this agreement, financial compensation from the County will be as follows:

Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

ARTICLE III – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

ARTICLE IV - INDEMNIFICATION CLAUSE: The Contractor agrees to defend, indemnify, and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Contractor to indemnify the County to the extent permitted under Arizona Law.

ARTICLE V – INSURANCE REQUIREMENTS: The Contractor agrees to take out and keep in force during the term of this agreement at his expense, professional liability insurance, general liability insurance and other insurance(s) as requested by the County and listed below, with reputable insurance companies acceptable to the County under this agreement. The Contractor agrees to provide coverage equal to or greater than the limits as set forth herein. The Contractor agrees to provide the County with certificates evidencing the coverage specified.

1. Medical Professional Liability insurance in the amount of \$1,000,000.00 per incident
2. Commercial General Liability insurance in the amount of \$145,000.00 per incident.

ARTICLE VI – ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the Contractor under this agreement shall be assigned. No rights or obligations of the Contractor under this agreement shall be subcontracted by the Contractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

ARTICLE VII – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

ARTICLE VIII – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE IX – ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and A.R.S. § 35-391.06(A) the contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration act and not on the Excluded Parties List.

ARTICLE X – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

ARTICLE XI – TERM: The term of the contract shall commence on October 01, 2012 and continue in full force and effect up through and including June 30, 2013, unless terminated, canceled or extended as otherwise provided herein.

ARTICLE XII – PAYMENT: Contractor shall be paid fees stated in Article II of this agreement, but in no event shall payment exceed \$ 20,000.00 for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions and they apply to all invoices received by the County.

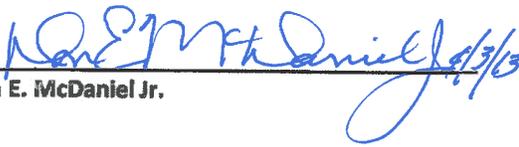
The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9

Invoices

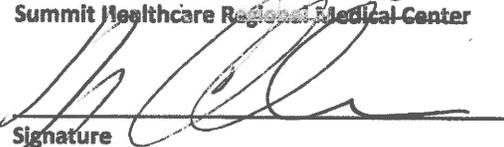
All invoices shall be submitted to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.

IN WITNESS WHEREOF, two (2) identical counterparts of this agreement, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY MANAGER


Don E. McDaniel Jr.

Association
Summit Healthcare Regional Medical Center


Signature

Ken Allen

Print Name

APPROVED AS TO FORM:


Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

ATTACHMENT "A"



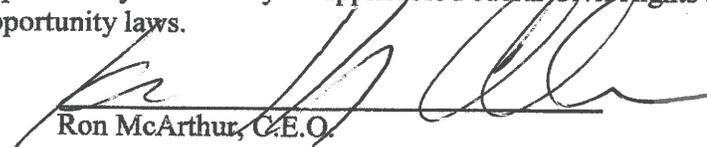
**Healthy Steps Arizona
Gila County Prevention Services' Healthy Steps for Young Children
Training and Technical Assistance Services**

Sub Recipient Agreement State Fiscal Year 2013 (SFY'13)

As a requirement of the First Things First Gila County Regional Partnership Council award for grant GRA-RC004 13-0556-01, Healthy Steps Arizona Coordinator DeAnn Davies has agreed to provide training and technical assistance to Gila County Healthy Steps staff for the provision of the Healthy Steps model. In consideration for her role in the grant effort, DeAnn Davies will be reimbursed for a total of \$20,000. The initial \$10,000 will be paid upon receipt of an invoice to be submitted at the conclusion of the initial 3 day training. In May, 2013 DeAnn Davies will submit a final SFY'13 invoice for \$10,000 to pay for ongoing technical assistance to be provided from October 1, 2012 through June 30, 2013. Technical assistance will include site visits to support the launch of Healthy Steps and ongoing operational and technical training needs. There will be a minimum of 3 site visits within the SFY'13 grant period. An unlimited number of technical assistance phone calls and email communications are provided as a service covered under this training and technical assistance contract agreement.

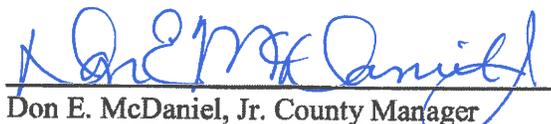
Healthy Steps Training and Technical Assistance for SFY2013		
Consultant costs associated with Healthy Steps Training	Costs to cover second three-day training for initial Healthy Steps staff	\$10,000
	Technical Assistance throughout SFY'13	\$10,000

By signing below, the officer of the organization identified below acknowledges the maximum reimbursement of \$20,000 for expenses incurred as listed above and their responsibility to abide by all applicable Federal Civil Rights and Equal Employment Opportunity laws.



Ron McArthur, C.E.O.
Summit Healthcare Regional Medical Center

3/4/13
Date



Don E. McDaniel, Jr. County Manager

4/3/13
Date