



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Contract between the Department of Economic Security (the "Department") and
Gila County dba Gila Employment & Special Training
(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 the date of last signature, and shall end on June 30, 2014, unless extended in accordance with DES Special Terms and Conditions.

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:

Cathie G. Rodman
Procurement Manager Signature

Michael A. Pastor
Signature of Authorized Individual

Cathie G. Rodman
Typed Name

Michael A. Pastor
Typed Name

Manager, Solicitation Unit
Title

Chairman, Gila County Board of Supervisors
Title

6-3-11
Date

4/19/11
Date

DES Contract I.D. No.: DE126000-001

Contractor FEI Number: 86-6000444
Contractor Mailing Address:

5515 South Apache Ave. Suite 200
Globe, AZ 85501

Contact Name: David B. Caddell
Title: Program Manager
Phone Number: 928 425-7631
Fax Number: 928 425-9468
E-Mail Address: dcaddell@co.gila.az.us

Approved as to form:



Signature

Bryan B. Chambers

Typed Name

Chief Deputy County Attorney

Title

4/19/2011

Date

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

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform 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 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

**ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SPECIAL TERMS AND CONDITIONS
Professional Services/Auto /Children-Vulnerable Adult – RSA Fee Schedule
Three Year with Option**

- 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 **"Department"** means the Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 1.2 **"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).
- 1.3 **"May"** indicates something that is not mandatory but permissible.
- 1.4 **"Shall, Must"** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 1.5 **"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.
- 1.6 **"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 49 CFR part 20. (Attachment)

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 commence upon award and shall remain in effect to the date specified on the Signature Page unless terminated, cancelled, or extended as otherwise provided herein.

12.2 The State has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods in its entirety or in part at the sole option of the State.

- 12.3 The State shall have the unilateral right to extend the contract period for two (2) additional one-year periods or portions thereof, for a total contract term of the RSA Fee Schedule Service not to exceed five (5) years. The terms and conditions of any such contract extension shall remain the same as the original contract.
- 12.4 Any extension or renewal must be made prior to the end of the contract period specified in this contract.
- 12.5 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:** 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. The Contractor shall retain all certificates and endorsements at its office which shall be available to the Department for review upon request.
- 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. Include records of the source of all receipts and the deposit of all funds received by the Contractor;

5. Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
6. Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
7. Include 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).

ARIZONA DEPARTMENT OF ECONOMIC SECURITY



CHAPTER		POLICY NUMBER	
01 Department of Economic Security		DES 1-01-34 Index	
SUBJECT		ARTICLE	
34 Limited English Proficiency		01 Director	
		EFFECTIVE DATE	REV. NO.
		06-24-09	0

**DES 1-01-34
Limited English Proficiency**

POLICY STATEMENT	DES 1-01-34.I
AUTHORITY	DES 1-01-34.II
OVERVIEW	DES 1-01-34.III
SCOPE	DES 1-01-34.IV
DEFINITIONS	DES 1-01-34.V
STANDARDS	DES 1-01-34.VI

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

CHAPTER	01 Department of Economic Security	
SUBJECT	34 Limited English Proficiency	

POLICY NUMBER		Page 1
DES 1-01-34		
ARTICLE		
01 Director		
EFFECTIVE DATE	REV. NO.	
06-24-09	0	

**DES 1-01-34
Limited English Proficiency**

I. POLICY STATEMENT

The policy of the Department of Economic Security (the Department) is to provide quality and timely language assistance services to customers with limited English proficiency (LEP) to ensure meaningful access to programs, services, and activities. Each affected work unit of the Department shall:

1. Develop and adhere to specific written procedures;
2. Perform a needs and capacity assessment;
3. Arrange for oral language assistance, as appropriate;
4. Determine which of the Department documents meet the definition of a vital document;
5. Translate vital documents into languages other than English;
6. Provide notification to customers of the availability of language assistance services;
7. Evaluate current Department Web sites for LEP compliance;
8. Develop and implement standards to ensure LEP compliance on all future Web pages;
9. Train all staff who are likely to have contact with Department customers and the management staff who support them;
10. Develop and incorporate an accessible issue resolution process; and
11. Monitor customer access to language assistance.

II. AUTHORITY

**Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
Arizona Constitution, Article 28**

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d *et seq.* states, "No person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Regulations implementing Title VI provide in part at 45 C.F.R. Section 80.3 (b):

- "(1) A recipient [the Department is a 'recipient' under this law] under any program to which this part applies [generally any program that receives federal funds] may not, directly or through contractual or other arrangements, on ground of race, or color, or national origin:
- (i) Deny an individual any service, financial aid, or other benefit provided under the program;
 - (ii) Provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program;

- (2) A recipient, in determining the types of services, financial aid, or other benefits, or facilities which will be provided under any such program or the class of individuals to whom, or the situations in which such services, financial aid or other benefits, or facilities will be provided ... *may not directly, or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination, because of their race, color or national origin, or have the effect of defeating or substantially impairing accomplishments of the objectives of the program with respect to individuals of a particular race, color, or national origin.*" (emphasis added)

III. OVERVIEW

Title VI of the Civil Rights Act of 1964, as amended, requires that agencies take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency. For the purposes of this Policy, individuals with limited English proficiency (LEP) are defined as individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English.

The Department's LEP Policy ensures that the Department, and all Department services regardless of funding source, comply with the requirements of Title VI of the Civil Rights Act of 1964 by setting out standards for its work units to follow. Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin by any entity receiving federal financial assistance. The Department prohibits administrative methods or procedures that have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations.

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the Department shall take adequate steps to ensure that their procedures do not deny, or have the effect of denying, individuals with LEP equal access to benefits and services for which such persons qualify. This Policy defines Departmental responsibilities to ensure that individuals with LEP can communicate effectively.

IV. SCOPE

This LEP Policy, in its entirety, applies to all Department entities and contractors who provide direct Department services to Department customers. The Department and all work units who provide services, information, or assistance to Department customers shall be responsible for development of procedures to ensure compliance with the Department LEP Policy. Areas that do not provide services, information, or assistance to Department customers are not responsible for developing procedures but, at a minimum shall designate an LEP contact to ensure compliance.

The DES Director's Office of Equal Opportunity (DOEO) and the DES Policy and Planning Administration's (PPA) Policy Unit are responsible for review and approval of work unit LEP procedures. This review will be limited to ensuring the work unit LEP procedure is consistent and in compliance with the Department LEP Policy.

V. DEFINITIONS

Customer: Any applicant, claimant, or recipient of Department services, including LEP customers.

Executive Leader: The Director, Deputy Director, or Assistant Director or their designee with authority over a programmatic or administrative work unit.

Interpret: Providing a verbal translation between two or more persons in a language other than English. This may be done by on-site trained Department staff, contractors, or through commercially available resources, including but not limited to telephonic interpretation services.

Language Used Significantly: A language, other than English, that is used by five percent or 1,000 persons (whichever is smaller) who are eligible for a Department service or are likely to be directly affected by a Department program or activity in a specific geographic area.

Limited English Proficiency (LEP) Contact: The person within a work unit who is responsible for ensuring their program or administrative work unit is LEP compliant.

Limited English Proficient (LEP) Customer: Any prospective, potential, or actual recipient of benefits or services from the Department who cannot speak, read, write, or understand the English language at a level that permits effective interaction with the Department. This includes LEP parents or guardians of minor children who are customers or LEP customers.

Non-Vital Documents: Documents that are not critical to access Department benefits and services.

Translate: Providing a written document in a language other than English.

Vital Document: A document that conveys information that affects the ability of the customer to make decisions about his or her participation in the program. The decision of whether a document is vital may depend upon the importance of the program information, encounter, or service involved, and the consequence to the LEP person if the information is not provided accurately or in a timely manner.

Work Unit: A program or administrative area within the Department. Work unit includes all Department work units as well as its contractors that provide direct service to Department customers.

VI. STANDARDS

1. All Department staff shall provide services to Department customers in a manner that ensures the customer has meaningful access to their programs and activities for all persons, including those persons who have limited English proficiency.
2. **Compliance and Enforcement**: It is the responsibility of each Executive Leader overseeing a Department work unit, program, or administrative area to ensure that activities within the Executive Leader's work unit are conducted consistent with both the Department LEP Policy and the specific work unit LEP procedure.
3. **Work unit Procedures**: Each work unit identified as warranting language assistance services shall develop specific written procedures related to language assistance services applicable to its program activities. These procedures must be consistent with the standards listed in the Department LEP policy. Written procedures shall address the following areas:
 - a. Provision of language services generally;
 - b. Identification and assessment of language needs;
 - c. Oral language assistance services;
 - d. Written translations;
 - e. Oral and written notification of the availability of language services;
 - f. Issue resolution rights;

- g. Staff training on language service provision; and
 - h. Monitoring access to language assistance.
4. **Needs and capacity assessment:** The Department shall employ a four-step process to determine the need and capacity for LEP services. Specifically, each work unit shall determine and indicate in writing if it has direct contact with Department customers. If work unit determines that it does, then:
- Determine the number or proportion of LEP customers served;
 - Determine the frequency of contact between LEP customers and the program;
 - Assess the nature and importance of the program; and
 - Assess available resources.
- a. *Each work unit shall identify the steps in their service delivery process and identify the anticipated number of customer interactions that occur at each of these steps.* These steps could include points of contact with Department staff where customers get information or staff take an action that affects a customer's ability to meaningfully participate in a Department program or activity. These points of contact include Department offices, telephone numbers regularly used by the public, outreach activities, informational and operational Web sites, and written notices. These contacts may be face-to-face, telephonic, written, or electronic.
 - b. *The Department shall identify the languages used by the populations it serves. Both the Department and each work unit shall use this information to determine the incidences in which the Department and work unit expect to interact with customers in various languages other than English.* The Department shall use the most recent census data to determine overall language trends in Arizona. Other demographic data sources include information from other state agencies, commercial marketing data, school systems, community organizations, national ethnic organizations, the Internet, and internally gathered Department data. These trends will be used to determine the LEP population's alternative language needs. The Department will update this information with the issuance of new census data.
 - c. *Each work unit shall annually assess the language assistance needs of its LEP customers and the capacity of its programs to meet these needs.* Work unit procedures shall include the methods used to conduct this assessment, including areas where it intends to use Departmentally-produced data, and the frequency with which it will complete the assessment.
 - d. *Each work unit shall implement a process for gathering and recording LEP customer language preferences:*
 - i. The work unit procedures shall include sufficient detail to identify how the work unit gathers language preference information, where it stores the information, and how it will make the information readily available for future contact with LEP customers and for statistics-gathering purposes;
 - ii. Each work unit procedure shall include the use of language preference posters in each local office. These posters are designed to provide an opportunity for LEP persons to self-declare their language preference during local office contacts. The Department shall prominently display posters in all its offices in which customer interaction is anticipated. These posters are developed, transmitted, and maintained as a Departmental function.

5. **Oral language assistance:**

- a. ***Each component, program, or administrative work unit of the Department shall arrange for oral language assistance to LEP customers in face-to-face and telephone contact:***
Work unit procedures shall identify the processes for providing oral language assistance and the method for obtaining these services. The oral language assistance portion of the work unit procedures for identifying individuals with LEP shall be consistent with those outlined in this policy. LEP services shall be provided free of charge upon the request of the customer. Work units may identify approaches specific to their work unit, but all procedures shall include the minimum Department standard of ensuring that the provision of bilingual/interpretive services is prompt and without undue delays. Necessary timeframes may vary based upon the nature and importance of the service. For example, timeframes for emergency services may be different from those timeframes for non-emergency services. In most circumstances, this requires language services to be available within reasonable timeframes during all operating hours by:
- i. Establishing interpreter service contracts. The Department maintains contracts with multiple vendors to provide verbal interpretation. The Office of Procurement shall provide direction to all work units on how to access and use contracts for interpreter services. Work units shall, in their procedures, identify how they shall request and coordinate these services. In addition, services through commercially available telephonic interpretation services shall be available when needed;
 - ii. Implementing a means to compensate bilingual staff. Subject to the availability of funds, the Department has a bilingual stipend program in place that operates under DES 1-26-26, *Bilingual Stipend for Certified Employees*. This program compensates bilingual staff who meet required standards for performing verbal interpretation services. Work unit procedures shall identify the offices in which a need for bilingual staff has been established and which languages are needed;
 - iii. Orally translating vital documents into languages other than English for LEP customers.
- b. ***Location and Accessibility of LEP Services:*** Work units shall ensure that their procedures include provisions that respond to the language needs of the populations in each area in which the work unit provides services. Each work unit shall determine the most efficient and effective means to meet these needs. Accommodations such as translations of commonly requested documents, bilingual staff, and telephone interpreter services should be made available at locations that are readily accessible to the public, such as information desks, security checkpoints, and public information telephone lines.
- c. ***Use of Bilingual Staff:*** *The Department will make reasonable efforts to recruit and have bilingual staff employed in programs and activities where the number or percentage of LEP customers or potential LEP customers is statistically significant, or where the frequency of contact with such persons makes the employment of bilingual staff a more cost effective, efficient, and effective mode for communication:*
- i. Each work unit shall make a decision to employ bilingual staff after a needs assessment, with due consideration given to the budgetary, personnel, and other constraints of the work unit;

- ii. Bilingual staff or contractors must be assessed for bilingual proficiency. Work units should ensure that individuals providing interpretative services possess a level of fluency and comprehension appropriate to the specific nature, type, and purpose of information at issue.
- d. ***Unacceptable Practices:*** Work units should only use family members or friends to interpret for LEP customers if the LEP customer insists on using the friend or family member after Department-provided language services have been offered. Minor children should never be used to interpret, except in emergencies. If additional services are required, any information obtained utilizing a minor child as the interpreter shall be verified through an approved interpreter after the emergency situation has closed.
6. **Translation of written materials:** Each work unit must identify its vital documents. Vital documents include, but are not limited to, the following for any service, benefit, program, or administrative work unit provided by or contracted with the Department:
- Applications;
 - Recertification or renewal applications;
 - Documents that require a response;
 - Letters or other written documents that contain information regarding participation in a program;
 - Notices of eligibility criteria, authorization or denial, applicant or participant rights, benefit or service changes, hearings, and actions affecting parental custody or child support;
 - Consent and complaint forms;
 - Appeal rights and grievance procedures;
 - Written tests that do not assess English language competency but test competency for a particular license, job, or skill for which knowing English is not required; and
 - Notices advising LEP persons of free language assistance.
 - Any other document that the work unit deems vital due to the importance of the program, information, encounter, or service involved and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.
- a. ***Each work unit shall translate its vital documents into languages used significantly by its LEP customers.*** The Department maintains two approved processes for having written material, including required posters and signs, translated to languages other than English: The Department Office of Graphics and Design or a state-approved translation contract. Using one of these two processes ensures the quality of the translation activity. Department documents for official public use may not be translated using any other method. Work unit procedures shall identify which method for translation will be used within the work unit. The work unit procedure shall also include a listing of the documents that meet the definition of a vital document.
- b. ***Each work unit shall respond to written communications from LEP customers in a manner that is consistent with the Department policy.*** Work unit procedures shall address a process to ensure that LEP customer case records are noted as LEP when work unit staff receive information from a customer in a language other than English. Work unit staff shall interact with the individual in a manner consistent with the Department LEP policy unless the customer indicates otherwise.

- c. *Each work unit should be sensitive to the literacy levels of the LEP public.* There are situations in which the use of translated written material may not meet the needs of some Department LEP customers. Some languages are historically unwritten or some LEP customers may be illiterate in their native language. Work unit procedures must ensure that staff use the most effective means to communicate with LEP individuals. This may include either verbal or written communication.

7. **Institutional Considerations for Translation:**

- a. *Each work unit shall ensure that the public is aware of available interpretation and translation assistance.* Each work unit shall include on all documents that are not translated into a language other than English a statement in each significantly used language indicating that all persons have the right to free language assistance and how the assistance can be obtained. This notification shall be included on all documents that are routinely disseminated to the public, including electronic text. This language shall be placed near the front of the document in a format that brings attention to it.
- b. *Each work unit shall ensure that its electronic sources for providing vital information are LEP compliant.* The Department and each work unit shall ensure that its Web sites and other electronic sources for vital information or documents provide this information in significantly used languages other than English. Web sites shall prominently display access to non-English versions of this information on any page that may be used as the initial point of contact for LEP individuals. Web sites shall also identify methods to access language assistance free of charge.
- c. *The Department shall produce and each work unit shall readily make available to its customers, an LEP Rights pamphlet in English and all other significantly used languages.* The pamphlet shall explain that LEP services are available from the Department free of charge and shall explain procedures for accessing these services.
- d. *Each work unit may translate non-vital documents into languages other than English, except to the extent prohibited by the Arizona Constitution, Article 28, English as the Official Language.*

8. **Training:** Training shall include a consistent message explaining why it is important for the Department to ensure that LEP customers are served in a manner consistent with the Department policy. Persons with specific knowledge of Title VI of the Civil Rights Act and the requirements contained therein shall develop this training. Training shall include, but not be limited to:
- a. *General training* for all staff on the importance of providing services for individuals with LEP;
 - b. *Work unit-specific training* to ensure that work unit staff that deal with or are likely to have contact with Department customers are trained on the LEP policies and procedures. This includes, but is not limited to, specific training for staff who have LEP customer contact to work effectively with in-person and telephone interpreters;
 - c. *Technical assistance training* for LEP contact staff;
 - d. *Management level training* for supervisors and administrative staff assisting staff with direct customer contact.

9. **Providing notice to LEP Customers of the availability of language assistance services and outreach:** Work unit procedures shall identify how to inform LEP customers of the availability of free language assistance services. The work unit shall make the notification at the first point of contact. Notification includes signs in intake areas or other customer entry points, outreach documents such as brochures or booklets, LEP posters and pamphlets, and telephone menus in significantly used languages:
- a. The work unit shall provide the notification of free language assistance in the language of the LEP customer. LEP persons should also be advised that they may use an interpreter of their own choosing at their own expense;
 - b. Consistent with its commitment to partnership and outreach, the Department engages in comprehensive outreach to ensure awareness by LEP persons of its programs and activities. Outreach includes the use of ethnic media such as radio, television, newspapers, magazines, Web sites, faith-based organizations, community-based organizations at local levels that provide social services, healthcare, and classes. Work unit procedures shall acknowledge its commitment to support Department outreach efforts in relation to the programs it administers and the services it provides;
 - c. Work unit procedures shall include provisions to ensure that Web pages accessible to members of the general public include information on the availability of language assistance;
 - d. The Department shall maintain copies of written documents such as flyers or pamphlets intended to be used to notify persons of language assistance. Pamphlets shall be maintained in locations in which direct service to Department customers is provided and shall be readily available to customers without the need of Department staff intervention.
10. **Monitor access to language assistance:**
- a. *Each work unit shall institute procedures to monitor the accessibility and quality of language assistance activities for LEP customers.* Work unit procedures shall include specific time frames and methods to reassess language assistance activities to ensure that the services provided by the work unit address the actual needs of the LEP customers based on actual experiences of the work unit. Work unit procedures shall ensure that such monitoring is completed no less than every 12 months. Work unit procedures should include a process for obtaining community and customer feedback in this activity through surveys, questionnaires, or other means. Data collection and record keeping are key to an effective monitoring and compliance system. In order to determine the validity of any language assistance complaints, it may be necessary to analyze and review data that reflect how the work unit provides services to LEP customers. Data collection also allows the work unit to obtain an overview of how their services are provided. The work unit procedure shall include data collection and record keeping requirements to ensure that these assessments are fact-based and reflect actual current activity. The work unit shall assess the effectiveness of its LEP policies based on:
 - i. Current LEP populations in service areas or population or specific populations encountered;
 - ii. Frequency of encounters with LEP customers;
 - iii. Nature and importance of activities to LEP customers;
 - iv. Availability of resources, including technological advances, additional resources, and the costs imposed;

- v. Whether existing assistance is meeting the needs of the LEP customers;
- vi. Whether staff know and understand the LEP procedures; and
- vii. Whether identified sources for assistance are still available and viable.

Work units shall utilize the Departmental monitoring survey instrument. This tool identifies all mandatory points of review for each work unit. Work units shall forward this information and the completed survey to the DOEO and the Department's Office of Policy no less than annually for review. The DOEO will report the results to the Director.

- b. *Each work unit shall develop and maintain a data collection system that ensures the availability of data that includes the race and ethnicity of, customers served in its programs, the frequency of contact, and the primary language of those persons.* Work unit procedures shall require the collection of data on which the work unit has based language needs assessment; the number of LEP customers, by language group, who received language services; names and classifications of staff receiving training and dates of training. Work unit procedures shall include activities that are designed to ensure that the work unit:
 - i. Has up-to-date information on language needs in the communities it serves;
 - ii. Has an adequate number of oral translators to ensure timely compliance with LEP needs;
 - iii. Translates vital written documents into the languages needed by the communities being served;
 - iv. Has adequate supplies of translated materials;
 - v. Trains those staff required to be trained in LEP activities; and
 - vi. Keeps notification material up-to-date.

Work unit procedures shall also reflect those activities that it must perform in order to comply with overall Department monitoring practices.

- 11. **Provision of Technical Assistance:** *Each work unit shall identify an LEP contact for work unit staff. Work unit procedures shall include a process to ensure that LEP-related questions that arise are addressed in a timely and efficient manner.* The LEP contact shall be available to coordinate efforts towards compliance with the Department's LEP Policy and the work unit's LEP Procedures. Work unit procedures shall, at a minimum, include a process for direct service staff to elevate LEP questions to their LEP contact. The work unit procedure shall also include timeframes for the LEP contact to respond or to elevate the question to the Director's Office of Equal Opportunity (DOEO). The DOEO shall provide technical assistance to the LEP contact or solicit additional assistance from the Director's Office or the Office of the Attorney General.
- 12. **Issue Resolution**
 - a. **Work unit Level Process:** Work units shall create a procedure outlining an LEP issue-resolution process that shall be used to resolve a concern or dispute arising from any action or inaction taken by Department staff in administering programs or providing services. The work unit process shall be the Level I Resolution Process.

- i. The Level I procedure shall require that Department customers are advised in writing of the appropriate procedure to raise an LEP-related concern. This notification also advises the customer of their right to file a complaint at any point in time with the federal agency responsible for the program for which they are applying;
- ii. Work units shall ensure that any forms needed to request review of LEP-related decisions are available at any location in which work unit customers may receive services;
- iii. The work unit shall conduct the Level I procedure in a language that is understandable by the person raising the concern. The work unit shall make appropriate use of interpreter services, contracted provider services, or other resources needed to facilitate the dispute resolution process.
- iv. The Level I process shall include the following:

The manager in charge at the site where an LEP related concern is filed or his or her designee will review the complaint with the assistance of the work unit LEP contact. Staff shall reduce oral complaints to writing and shall place them in the appropriate case record. At any point in the process, the manager is empowered to resolve the complaint using methods and practices outlined in the Department LEP Policy and the work unit LEP Procedures. It is the intention of the Department and the work unit that most LEP issues will be resolved at this level. The Level I resolution process shall be completed no later than three days following the day of receipt of the complaint unless the LEP customer requests a delay in the process. The manager shall ensure that all reasonable measures are pursued to immediately verbally notify the LEP customer of the outcome of the issue resolution. The Department shall provide a written confirmation of the decision within five business days.

- b. **Department Level Process:** The Department process is initiated whenever a LEP customer expresses in writing to the Department that the work unit attempt to resolve the issue at the Level I process has not met their need. This LEP issue escalation process ensures the rights of LEP customers to have concerns resolved in their preferred language. Inherent in this process is the availability of the Department Office of Equal Opportunity to assist either the Department or the LEP customer in resolving a concern. This process conforms to other issue resolution/grievance processes in regard to required timeframes, based upon the program(s) from which the LEP customer is seeking service.
 - i. **Level II:** If no resolution can be reached at Level I, the notification to the LEP customer shall include the right to pursue the grievance, the timeframes, and the process request verbally or in writing an Executive Leader (EL) review and decision. The EL may request assistance from the Director's Office of Equal Opportunity (DOEO) with the cooperation of the work unit LEP contact. Level II action shall occur within five working days of receipt of the request for review of the Level I decision from the LEP customer. The Executive Leader shall ensure that the LEP customer receives written notice of the outcome of the Level II review and advise the LEP customer of the method and time frame to obtain a Level III review.
 - ii. **Level III:** In the rare instances where no resolution can be accomplished at the Level II review, the LEP customer may request a final decision from DOEO. If the LEP customer is not satisfied with the DOEO-proposed resolution, the DOEO will again inform the LEP customer of their rights to file with the appropriate federal agency. This process will be completed within five working days of receipt of the request for review of the Level II decision from the LEP customer.

**SCOPE OF WORK
DISABILITY RELATED EMPLOYMENT SERVICES**

1.0 MISSION AND VISION STATEMENTS

- 1.1 **ADES Mission:** The Arizona Department of Economic Security (ADES) promotes the safety, well being, and self sufficiency of children, adults, and families.
- 1.2 **ADES Vision:** Every child, adult, and family in the State of Arizona will be safe and economically secure.
- 1.3 **Arizona Rehabilitation Services Administration (RSA) Mission for Vocational Rehabilitation (VR) Program:** To assist individuals with disabilities to achieve economic self-sufficiency through meaningful and sustained employment.

2.0 PURPOSE

- 2.1 The purpose of this contract is to purchase Disability Related Employment Services that will assist RSA clients in preparing for, obtaining, and maintaining competitive employment in integrated work environments consistent with the client's selected vocational goal, abilities, capabilities, interests, and informed choice. These services were previously contracted as Job Development and Placement, Supported Employment and Performance Based Employment Services.
- 2.2 Legal Authority. A.R.S. § 41-1954. A.6 provides ADES the authority to contract and incur obligations within the general scope of its activities and operations. RSA is authorized to provide these services under the Rehabilitation Act of 1973, as amended, and its implementing regulations (34 CFR 361.48 Scope of Vocational Rehabilitation Services for Individuals with Disabilities), and A.R.S. § 23-503 Duties and Powers of Vocational Rehabilitation Division (i.e. Administration). RSA is authorized to purchase this service based on the RSA Fee Schedule in accordance with Arizona Revised Statute 41-1954 G. 6.
- 2.3 Projected Utilization. These services are provided on an as needed basis. There is no guarantee of the number of referrals to be issued by RSA.

3.0 SERVICE DESCRIPTION

- 3.1 Arizona Taxonomy. Employment Services provide activities and assistance in support of finding, entering or retaining a job for individuals or groups.
- 3.2 Definitions (Exhibit A)
- 3.3 Disability Related Employment Services include the following:
 - 1. **Client Service Planning** service includes development of a Client Service Plan that identifies the service objectives with regards to outcome achievement.
 - 2. **Track A: Job Development and Placement and Job Retention (Non-Supported Employment) services** are intended for clients who require a full range of job readiness, job development, job placement and job retention services with minimal job coaching. Depending upon the specific needs of the client, services may include job seeking skills training, assistance with self-directed job search techniques, employer expectations, resume writing, interview skills/mock interviews, job site development specific to the chosen career goal, activities to discover and develop employment opportunities for clients, selective job placement through job analysis, work site analysis for needed accommodations, direct job placement, job coaching and other follow up services with the client (on-site and/or off-site support) to ensure the client's successful employment retention.
 - 3. **Track B: Job Development and Placement and Job Retention (Supported Employment) services** are intended for clients who are eligible for Extended Supported Employment services following the vocational rehabilitation program. Track B services include a full range of job readiness, job development, job placement and job coaching and job retention support. Depending upon the specific needs of the client, services may include job seeking skills training, assistance with self-directed job search techniques, employer expectations, resume writing, interview skills/mock interviews, job site development specific to the chosen career goal, activities to discover and develop employment opportunities for clients, selective job placement through job analysis, work site analysis for needed accommodations, direct job placement, job

coaching and other follow up services with the client (on-site and/or off-site support) to ensure the client's successful employment retention. Post placement job coaching support is provided on an individual basis.

4. **Track C: Enclave Employment Support and Retention** services are intended for clients who are eligible for Extended Supported Employment services following the vocational rehabilitation program and who require more intensive support than is provided by individual placement approaches. Services involve direct work supervision in a group work setting that includes two or more individuals and any support needed to sustain employment stability.
 5. **Post Employment** services are intended for clients whose cases have previously been successfully closed by RSA, but have returned for short-term job replacement or job coaching assistance. Depending upon the specific needs of the client, services may include: job replacement, job coaching and follow ups with the client.
- 3.4 The Contractor shall provide services under one or all Tracks as indicated by the Contractor on the RSA Fee Schedule Application (Attachment 1).
- 3.5 Disability Related Employment Services are not intended to:
1. Assess the client's vocational skills or conduct a situational assessment;
 2. Teach specific vocational skills;
 3. Provide therapeutic or other counseling interventions to address significant behavioral or psychological issues;
 4. Provide extended supported employment services.
- 3.6 **Service Eligibility.** Eligibility for these services is determined by RSA Counselors (hereafter referred to as Counselor). RSA purchases Disability Related Employment Services only when RSA Counselors or other public resources (such as the Arizona Job Services and Workforce Investment, Comprehensive One Stop Centers, etc.) are unable to meet the needs of those individuals. Referral for Disability Related Employment Services is made only if the client and the Counselor agree that:
1. The client has selected a vocational goal and is ready for employment;
 2. Additional Disability Related Employment Services are needed, and
 3. The Departmental resources are not adequate to meet the client's needs.
- 3.7 **Background Information.** The Rehabilitation Services Administration is the administration within ADES that provides Vocational Rehabilitation (VR) services to individuals with physical, mental, or emotional disabilities to assist them in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.
- 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.
- 4.2 Schedule a **service planning** meeting within ten (10) business days upon receipt of a written RSA Purchase Authorization and a referral for services packet from a Counselor. This face to face meeting is required and includes the client, the Counselor and the Contractor. The purposes of the service planning meeting are to determine and document:
1. The extent of the client's job readiness skills and his/her ability to meet the varied requirements of the occupation that is chosen by the client in his/her Individualized Plan for Employment (IPE) ;
 2. Whether the client and the Contractor choose to work together as a team;
 3. Potential client specific job site accommodations needed;
 4. The results of Social Security benefit counseling if any;
 5. The Client Service Plan (Exhibit B).
- 4.3 Initiate **service provision** for services listed in the Client Service Plan within ten (10) business days after receipt of a written RSA Purchase Authorization. RSA Purchase Authorizations will be issued for each service and/or outcome. Verbal authorizations are not permitted.

- 4.4 Utilize modified equipment, fixtures, material or any other aids deemed necessary in order to meet the physical, mental or sensory needs of the client and in respect to cultural, gender, and lifestyle differences.
- 4.5 Notify the referring RSA staff verbally within one business day if the client is encountering serious difficulties and problems that interfere with successful completion of the agreed upon objective(s).

5.0 QUALIFICATION REQUIREMENTS

The Contractor shall ensure that its personnel meet the following requirements:

- 5.1 Personnel who supervise the services provided under this contract and prepare progress reports shall 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. Have knowledge and competency by evidence of documented training and/or work experience, gained within one year of their hiring date, in the following areas:
 - a. Work Behavior-Support Training
 - b. Development and use of "Natural Supports" in the workplace
 - c. Job Analysis, Job Development and Marketing to employers of RSA clients' abilities
 - d. Ethics and Boundaries
 - e. Disability awareness
 - 4. Be under the direction and supervision of personnel who meet the criteria in 5.1 above.
- 5.3 Meet a variety of needs of RSA clients, including clients with intensive behavioral, physical, and medical challenges.
- 5.4 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.).
 - 1. Arrange for and purchase, if applicable, qualified professional interpreting services. The only exception to this is that RSA will purchase and arrange for qualified professional interpreting services for the service planning meetings and client job interviews.

6.0 ADMINISTRATIVE REQUIREMENTS

The Contractor shall:

- 6.1 Ensure that client case records include the RSA Referral for Services, RSA Purchase Authorization, Client Service Plan, other applicable reports, records of services provision, date(s) of follow-up meetings(s) with the RSA staff, notes from meetings, personnel time log of service provision, client's attendance logs, and client's satisfaction surveys.
- 6.2 Ensure that its personnel records include:
 - 1. Copies of all current licenses and/or certifications,
 - 2. A current organizational chart that outlines the functional structure of the organization, including all program areas and staff positions, and
 - 3. Current written job descriptions, which include minimum qualifications for training and experience, for each position that shall be utilized in the provision of a service under the contract, and current résumés/applications for each person who will provide direct client services.

- 6.3 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.
1. Have the management plan on file and make the plan available to ADES upon request. The management plan shall contain elements that address the following:
 1. Incident management, corrective action and preventions;
 2. Complaints and grievances;
 3. Monitoring and evaluation of 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 each client with a client satisfaction survey. The survey shall measure client satisfaction with services provided, goals obtained, and staff interaction, and their role in decision making process.

6.4 Adhere to the Contractor Code of Conduct (Exhibit C).

6.5 Adhere to the requirements of the Rehabilitation Act and its implementing regulations 34 CFR 361.51 Standards for facilities and providers of services.
http://www.access.gpo.gov/nara/cfr/waisidx_02/34cfr361_02.html

6.6 Adhere to Client Transportation Requirements (Exhibit D) if a client is being transported by the Contractor during the service provision.

7.0 SERVICE OUTCOMES

7.1 **Client Service Planning.** The outcome for this service includes a signed Client Service Plan that identifies the service objectives and agreements with regards to outcome achievement. The Client Service Plan is negotiated and developed during the initial face-to-face service planning meeting and is signed by the client, the Counselor and the Contractor.

7.2 Track A: Job Development, Placement and Retention (Non-Supported Employment)

1. The required outcomes for Track A are:
 1. Job Placement which meets the following criteria:
 1. The client is competitively employed in a job, for minimum of three (3) days , that is consistent with his/her vocational goal as specified in the client's current Individualized Plan for Employment (IPE); and
 2. Successful Employment Retention which meets the following criteria:
 1. The client is working successfully at a job that is consistent with his/her vocational goal as specified in the client's current IPE and maintains the agreed-upon minimum work hours without supplemental job coaching supports, and;
 2. The client is determined to be stable, as evidenced by maintaining successful employment consistent with the vocational goal as specified in the client's current IPE for a period of at least 90 days after job placement outcome has been achieved, and;
 3. The client, the Counselor, and the Contractor consider the employment outcome to be satisfactory and agree that the client is performing well on the job.
 2. If a client is referred for Employment Retention ONLY (already has a job) then the required outcome for Track A is:
 1. Successful Employment Retention which meets the following criteria:
 1. The client is working successfully at a job that is consistent with his/her vocational goal as specified in the client's current IPE and maintains the agreed-upon minimum work hours without supplemental job coaching supports, and;
 2. The client is determined to be stable, as evidenced by maintaining successful employment consistent with the vocational goal as specified in the client's current IPE for a period of at least 90 days after job placement, and;
 3. The client, the Counselor, and the Contractor consider the employment outcome to be satisfactory and agree that the client is performing well on the job.

7.3 Track B: Job Development, Placement and Retention (Supported Employment)

1. The required outcomes for Track B are:

1. Job Placement which meets the following criteria:
 1. The client is competitively employed in a job, for minimum of three (3) days, that is consistent with his/her vocational goal as specified in the client's current Individualized Plan for Employment (IPE); and
 2. Successful Employment Retention which meets the following criteria:
 1. The client has successfully transitioned to extended supported employment services as agreed by the VR Counselor, the client, the extended supported employment services funder, and the Contractor, and;
 2. The client has maintained successful employment consistent with the vocational goal as specified in the client's current IPE for a period of at least 90 days after the job placement outcome has been achieved, and;
 3. The client, the Counselor, and the Contractor consider the employment outcome to be satisfactory and agree that the client is performing well on the job.
2. If a client is referred for Employment Retention ONLY (already has a job) then the required outcome for Track B is:
 1. Successful Employment Retention which meets the following criteria:
 1. The client has successfully transitioned to extended supported employment services as agreed by the VR Counselor, the client, the extended supported employment services funder, and the Contractor, and;
 2. The client has maintained successful employment consistent with the vocational goal as specified in the client's current IPE for a period of at least 90 days after the job placement outcome has been achieved, and;
 3. The client, the Counselor, and the Contractor consider the employment outcome to be satisfactory and agree that the client is performing well on the job.

7.4 Track C: Enclave Employment Support and Retention

The outcomes for Track C include:

1. Successful Employment Retention which meets the following criteria:
 1. The client successfully transitioned to extended supported employment services, and;
 2. The client has maintained successful employment consistent with the vocational goal as specified in the client's current IPE for a period of at least 90 days after placement in the group setting.
 3. The client, the Counselor, and the Contractor consider the employment outcome to be satisfactory and agree that the client is performing well on the job.

7.5 Post Employment Services

The outcomes for this service include:

1. The client is successfully employed; and
2. The client, the Contractor and the Counselor agree that the client is stable at work and that the outcomes stated in the Client Services Plan have been achieved.

8.0 CONTRACTOR PERFORMANCE EVALUATION

8.1 ADES will monitor and evaluate the Contractor's performance in achieving the service outcomes and compliance with the terms and conditions of this contract through on-site visits and through data gathered from the Contractor's claims for payment and required forms documenting achievement of outcomes and provision of service.

8.2 The Contractor shall meet the following minimum acceptable performance standards during a contract year:

1. **Performance Standard #1: Acceptance Rate:** At a minimum, 80% of referrals for service (as measured by the issuance of an RSA authorization to the Contractor for a Client Service Plan which is included in the client referral packet) will result in a signed Client Service Plan.
2. **Performance Standard # 2: Successful Employment Retention:** At a minimum, 60% of clients whose cases have closed to the Contractor will have achieved the Successful Employment Retention Outcome with that contractor.

8.3 Clients served under Post Employment (refer to Section 7.5), will not be included when calculating the performance standards.

8.4 If the Contractor becomes the employer of record for the client:

1. The service provision stops at job placement and no further payment will be issued to the Contractor beyond Job Placement Outcome but these clients will be included when calculating the performance standards.
2. This requirement does not apply to Track C – Enclave Support and Retention (refer to Section 7.4).

9.0 PAYMENT

9.1 Payment for Disability Related Employment Services will be made in accordance with the RSA Fee Schedule . The fees indicate the maximum payment rates.

9.2 Payment rates are all inclusive, which means they include the Contractor's staff time, administrative cost, research, report preparation, travel time and mileage, time lost due to client missed appointment ("no shows") and other cost associated with the service provision. RSA will not pay for these costs separately.

9.3 Payment rates available under this contract include:

9.3.1 Outcome Rates

1. Outcome rates are available for the following services:
 1. Client Service Plan (Track A, Track B, Track C and Post Employment Services);
 2. Job Placement Outcome (Track A, Track B);
 3. Successful Employment Retention Outcome (Track A, Track B and Track C).
2. Payment for an outcome will be made as follows:
 1. After the client achieves each authorized outcome and the required documentation (as stated in Section 10. Reporting Requirements) has been submitted following outcome completion and accepted by the Counselor.
 2. Payment for the Job Placement and Successful Employment Retention Outcomes will be made only once to the Contractor per client case.
 3. Payment for the Client Service Plan Outcome may be made more than once.

9.3.2 Hourly Rate

1. Hourly rates are available for the following services:
 1. Job Development and Placement and Job Retention Services—Individual Setting (Track A and Track B)
 2. Job Development and Placement Services—Group Setting (Track A and Track B)
 3. Post Employment services.
2. Hourly Rate means One (1) Hour or sixty (60) minutes of time or increment thereof spent in providing services to one client. The Contractor may round the total 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
3. Individual setting means that Job Development and Placement and Job Retention services are provided to one RSA client and this includes:
 1. Direct contacts with clients, employers and/or Counselors, either face to face or using other communication methods (e.g. phone calls) provided that service provision lasted longer than fifteen (15) minutes.
 2. Routine follow up calls lasting less than fifteen (15) minutes. are not billable.
 3. Client Service Planning meetings are not billable on an hourly basis.
4. Group setting means that Job Development and Placement service are provided to one RSA client who may be in a group of two (2) or more clients simultaneously receiving same service (e.g. classes for resume and interview skills development, etc.) These services do not include Track C Supported Employment- Group Placement setting (see Section 9.3.3)
5. For authorized hourly compensated services, invoices shall be submitted on a monthly calendar basis for services provided and reports attached as per Section 10. Reporting Requirements.

9.3.3 Daily Rate

1. Daily rate is available for Enclave Support services (Track C).
2. Daily rate means that one RSA client receives more than 3 consecutive hours of support services in a work setting with two or more individuals that are part of the same cluster/enclave. The Contractor shall bill for half day increments (0.5 units) when a client is in attendance in a group setting for three hours or less on a given calendar day. The daily rate is the same for whole or half days. At the end of the reporting period, the Contractor shall add up all WHOLE days and HALF days of the client's attendance. The days shall not be rounded.
3. For authorized daily compensated services, invoices shall be submitted on a monthly calendar basis for services provided and reports attached as per Section 10. Reporting Requirements.

10.0 REPORTING REQUIREMENTS

10.1 The Contractor shall submit the following program reports along with a Contractor Invoice Form (Exhibit J) to RSA Payment and Billing Unit; PO BOX 6877 Phoenix AZ 85005 within fifteen (15) calendar days after an outcome is achieved or within fifteen (15) calendar days following the month in which authorized services were provided:

1. Client Service Planning
 1. *Client Service Plan* (Exhibit B).
2. Track A: Job Development, Placement and Retention (Non-Supported Employment)
 1. For Job Development, Placement or Retention hours provided (either Individual or Group): *Monthly Service Report* (Exhibit E).
 2. For Job Placement Outcome: *Job Placement Report* (Exhibit F). The Contractor shall also submit a copy of the completed report to the Counselor within five (5) calendar days following job placement.
 3. For Successful Employment Retention Outcome: *Successful Employment Retention Report* (Exhibit G).
3. Track B: Job Development, Placement and Retention (Supported Employment)
 1. For Job Development, Placement or Retention hours provided (either individual or group): *Monthly Service Report* (Exhibit E).
 2. For Job Placement Outcome: *Job Placement Report* (Exhibit F). The Contractor shall also submit a copy of the completed report to the Counselor within five (5) calendar days following job placement.
 3. For Successful Employment Retention Outcome: *Successful Employment Retention Report* (Exhibit G).
4. Track C: Enclave Employment Support and Retention
 1. For Enclave Support days provided: *Monthly Service Report* (Exhibit E).
 2. For Successful Employment Retention Outcome: *Successful Employment Retention Report* (Exhibit G).
5. Post Employment
 1. For Post Employment hours provided: *Monthly Service Report* (Exhibit E).
 2. For Job Placement Outcome: *Job Placement Report* (Exhibit F). The Contractor shall also submit a copy of the completed report to the Counselor within five (5) calendar days following job placement.
6. Service Closure (Client no longer being served by the Contractor)
 1. *Service Closure Report* (Exhibit H) within five (5) calendar days of the client's case closure including the reasons for closure after services are terminated for any reason. Contractor service closure may occur at any point after the Client Services Plan is signed and it can be initiated by Contractor, Client or Counselor.
7. Counselor Communication
Provide updates of client progress either verbally or in writing as requested by the Counselor.
8. Unusual Incidents
 1. Report unusual incidents verbally within one (1) business day of the occurrence and a written report of the unusual incident shall be submitted within three (3) business days to the referring Counselor. Unusual incidents include, but are not limited to:
 - a. Death of a client;
 - b. Alleged neglect, abuse, mistreatment or exploitation of a client (by anyone);
 - c. When the Contractors suspects that a client may be missing;
 - d. Suicide attempts by the client;
 - e. Client might pose a threat to the physical or emotional well-being of an individual or Contractor's staff.

10.2 The Contractor shall submit *Quarterly Reports* (Exhibit I) to the RSA Contracts Unit Manager within fifteen (15) days following the end of each calendar quarter along with a copy of *Service Closure Report* (Exhibit H) for each client. The *Quarterly Report* is in an Excel spreadsheet format and all data must be entered directly by the Contractor. Completed *Quarterly Reports* shall be submitted by email.

10.3 Other Reports

1. RSA reserves the right to request the Contractor to submit additional or revised reports related to the service provision and contract performance.
2. Reporting Requirements may change during the contract term. The Contractor will be notified about any change in reporting forms by mail.
3. 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

10.4 Any form referenced in this contract may be revised by RSA.

11.0 RSA Fee Schedule

11.1 RSA Fee Schedule
For Years 1 and 2 Effective July 1, 2011 and Ending June 30, 2013

Track A: Job Development, Placement and Retention (Non-Supported Employment)

Service/Outcome	Payment Unit	Rate	Reporting Requirements
Client Service Plan	One Client Service Plan	\$100	Client Service Plan
Job Development and Placement Services – Individual Setting	One Hour	\$30	Monthly Services Report
Job Retention Services – Individual Setting	One Hour	\$30	Monthly Services Report
Job Development and Placement Services – Group Setting	One Hour	\$10	Monthly Services Report
Job Placement Outcome	One Job Placement	\$750	Job Placement Report
Successful Employment Retention Outcome	One Successful Employment Retention	\$1,000	Successful Employment Retention Report

Track B: Job Development, Placement and Retention (Supported Employment)

Service	Payment Unit	Rate	Reporting Requirements
Client Service Planning	One Client Service Plan	\$100	Client Service Plan
Job Development and Placement Services – Individual Setting	One Hour	\$30	Monthly Services Report
Job Retention Services – Individual Setting	One Hour	\$30	Monthly Services Report
Job Development and Placement Services – Group Setting	One Hour	\$10	Monthly Services Report
Job Placement Outcome	One Job Placement	\$1,100	Job Placement Report
Successful Employment Retention Outcome	One Successful Employment Retention	\$1,350	Successful Employment Retention Report

Track C: Enclave Employment Support and Retention

Service	Payment Unit	Rate	Reporting Requirements
Client Service Planning	One Client Service Plan	\$100	Client Service Plan
Enclave Employment Support and Retention	One Day	\$25	Monthly Services Report
Successful Employment Retention Outcome	One Successful Employment Retention	\$1,200	Successful Employment Retention Report

Post Employment Services

Service	Payment Unit	Rate	Reporting Requirements
Client Service Planning	One Client Service Plan	\$100	Client Service Plan
Job Replacement	One Hour	\$50	Post Employment Report

11.2 RSA Fee Schedule
For Year 3 Effective July 1, 2013 and Ending June 30, 2014

Track A: Job Development, Placement and Retention (Non-Supported Employment)

Service/Outcome	Payment Unit	Rate	Reporting Requirements
Client Service Plan	One Client Service Plan	\$100	Client Service Plan
Job Development and Placement Services – Individual Setting	One Hour	\$20	Monthly Services Report
Job Retention Services – Individual Setting	One Hour	\$20	Monthly Services Report
Job Development and Placement Services – Group Setting	One Hour	\$10	Monthly Services Report
Job Placement Outcome	One Job Placement	\$1250	Job Placement Report
Successful Employment Retention Outcome	One Successful Employment Retention	\$1,500	Successful Employment Retention Report

Track B: Job Development, Placement and Retention (Supported Employment)

Service	Payment Unit	Rate	Reporting Requirements
Client Service Planning	One Client Service Plan	\$100	Client Service Plan
Job Development and Placement Services – Individual Setting	One Hour	\$20	Monthly Services Report
Job Retention Services – Individual Setting	One Hour	\$20	Monthly Services Report
Job Development and Placement Services – Group Setting	One Hour	\$10	Monthly Services Report
Job Placement Outcome	One Job Placement	\$1,600	Job Placement Report
Successful Employment Retention Outcome	One Successful Employment Retention	\$1,850	Successful Employment Retention Report

Track C: Enclave Employment Support and Retention

Service	Payment Unit	Rate	Reporting Requirements
Client Service Planning	One Client Service Plan	\$100	Client Service Plan
Enclave Employment Support and Retention	One Day	\$25	Monthly Services Report
Successful Employment Retention Outcome	One Successful Employment Retention	\$1,200	Successful Employment Retention Report

Post Employment Services

Service	Payment Unit	Rate	Reporting Requirements
Client Service Planning	One Client Service Plan	\$100	Client Service Plan
Job Replacement	One Hour	\$50	Post Employment Report

**Disability Related Employment Services
DEFINITIONS**

1. **Competitive Employment:** Work in the competitive labor market that is performed on a full-time or part-time basis in an integrated setting and for which an individual is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by individuals who are not disabled. Wages are paid by the employer, not the Contractor.
2. **Extended Supported Employment:** Ongoing services needed to support and maintain an individual with a disability in employment after the VR program terminates employment support services.
3. **Individualized Plan for Employment (IPE):** An individualized plan is developed and implemented with each eligible client to whom the RSA is able to provide services. Services are provided in accordance with the provisions of the IPE. The IPE is designed to achieve a specific employment outcome that is selected by the client consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
4. **Informed Choice** as defined by the Rehabilitation Act of 1973, as amended, and its implementing regulations (34CFR 361.52). See link below:
http://www.access.gpo.gov/nara/cfr/waisidx_02/34cfr361_02.html
5. **Integrated Employment:** Employment in which individuals with disabilities interact with non-disabled individuals (other than support staff) to the same extent that non-disabled individuals in comparable positions interact with other persons.
6. **Integrated Setting:**
 - (i) With respect to the provision of services, means a setting typically found in the community in which applicants or eligible individuals interact with non-disabled individuals other than non-disabled individuals who are providing services to those applicants or eligible individuals;
 - (ii) With respect to an employment outcome, means a setting typically found in the community in which applicants or eligible individuals interact with non-disabled individuals, other than non-disabled individuals who are providing services to those applicants or eligible individuals, to the same extent that non-disabled individuals in comparable positions interact with other persons. (34 CFR 361.5(b)(33))
7. **Successful Employment:** A client is considered to be successfully employed when they have entered or retained full-time or, if appropriate, part-time competitive employment in the integrated labor market, in supported employment, or any other type of employment, including self-employment, telecommuting, or business ownership, that is consistent with an individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
 1. When a client, who is in *competitive employment*, has been placed on the employer's payroll:
 1. The employment shall be consistent with the client's abilities, capabilities, interests, and informed choice;
 2. The employment shall be in the most integrated setting possible, consistent with the client's informed choice;

**Disability Related Employment Services
DEFINITIONS**

3. The client is no longer dependent on Vocational Rehabilitation for payment of supported employment services.
2. *Successful Employment* does NOT include: employment of an inmate within a correctional facility; employment in a non-integrated or sheltered setting; work under an On the Job Training (OJT) contract; involvement in a Work Experience Program or volunteer program; involvement in Job Corps; work for a Temporary Employment Agency unless this type of employment setting is the pre-identified client's goal.
8. *Successful Employment Retention* means:
 1. The client maintains successful employment for a period of at least 90 days after placement in successful employment.
 2. The client and the VR counselor consider the employment outcome to be satisfactory and agree that the client is performing well on the job.
 3. When a client's employment is different from what was planned on the Individualized Plan for Employment, the counselor must agree that all closure criteria have been met.

Disability Related Employment Services
CLIENT SERVICE PLAN

Section I: Basic Information

Date of Service Plan Meeting:	
Client Name: Last:	
First:	
Client's Guardian/Representative Name (if applicable):	
Contractor's Name:	
Contract Number:	RSA Purchase Authorization Number
Contractor's Representative Present at Service Plan Meeting:	
Counselor Present at Service Plan Meeting:	

Section II: Assessment Summary

Client's vocational goal(s):
Is client seeking full or part-time employment? <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time
If part-time work is the goal, provide explanation?
Work schedule preference (i.e. weekdays, weeknights, weekends, etc) :
Will the client require special accommodations or supports on the job? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If "Yes", please describe:</i>
Are there significant barriers that need to be addressed to ensure successful employment? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If "Yes", please describe:</i>
Client has received benefits counseling, if applicable: <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If "No", when will this be done and by whom?</i>

Section III: Planned Services

Check applicable service type to be provided to the client:

- Track A: Job Development, Placement and Retention (Non-Supported Employment)
- Track B: Job Development, Placement and Retention (Supported Employment)
- Track C: Enclave Employment Support and retention
- Post Employment

Anticipated start date of service:

**Disability Related Employment Services
CLIENT SERVICE PLAN**

Track A and B Outcome/Service	Activities	Anticipated Number of Hours	Expected Completion Date
Job Development and Placement	<input type="checkbox"/> Job market and wage analysis <input type="checkbox"/> Job search skill development <input type="checkbox"/> Identification of employers and job sites <input type="checkbox"/> Negotiate position modifications (carve-out) with employer in order to accommodate client's needs <input type="checkbox"/> Assistive technology and worksite modifications analysis and plan development <input type="checkbox"/> Other (Specify):		
Successful Employment Retention	<input type="checkbox"/> Maintain on-going contact with client and employer to ensure job satisfaction and to assist in issue resolution as needed to achieve employment stability <input type="checkbox"/> Other (Specify):		

Track C Outcome/Service	Activities	Anticipated Number of Days	Expected Completion Date
Enclave Support	<input type="checkbox"/> Support in a group setting with 2 or more clients supervised by contractor staff. <input type="checkbox"/> Training and coaching support to achieve employment stability <input type="checkbox"/> Other (Specify):		

Post Employment Outcome/Service	Activities	Anticipated Number of Hours	Expected Completion Date
Post Employment Services	<input type="checkbox"/> Job Replacement <input type="checkbox"/> Job Retention Support <input type="checkbox"/> Other (Specify):		

Section IV: Signatures

By signing this form:

- The Client and/or their guardian/representative, the Contractor and the Counselor, agree to work together as a team to achieve the client's successful employment specified in this document
- The Client and/or their guardian/representative, confirm that they fully understand the following :
 1. The Client's needs to be actively involved and working toward successful employment.
 2. The possible impact of employment on their SSI/SSDI benefits, and that it is their responsibility to report their earnings to the Social Security Administration (SSA) each month.

Client Signature (If not available, explain):	Date:
Client's Guardian/Representative Signature (If applicable):	Date:
Counselor Signature:	Date:
Contractor Representative Signature:	Date:

Exhibit C

CODE OF CONDUCT

The Contractor, its personnel, subcontractors and any other individuals on the Contractor's premises shall adhere to the following:

1. Represent himself/herself accurately to RSA clients and shall not mislead the clients regarding the Contractor's relationship with ADES/RSA, or mislead the clients regarding the Contractor's skills, capabilities or credentials.
2. Collaborate with RSA staff and other service providers (if applicable) in the best interest of the clients and, to the extent possible, avoid disagreements that might have adverse effects on the clients. When collaborating with other community agencies that serve the same client(s), abide by the decisions that were agreed upon by all of the involved parties and assist in implementing such decisions which are consistent with applicable laws, regulations, rules and policies.
3. Ensure at all times that client information is used only for the purpose of fulfilling contractual responsibility and is not released to any other individual, agency, or organization. Confidential information and reports obtained, purchased, and paid for under this contract shall never be shared without the expressed permission from the RSA client and the RSA staff assigned to the client's case.
4. Develop and maintain confidentiality policy statement and establish procedures that restrict access to confidential client records and information. This provision shall not be construed to limit the right of RSA staff or other authorized representative(s) to access client case records and information pertinent to the provision of the contracted service.
5. Ensure that RSA clients are safeguarded and supervised by the Contractors' personnel assigned to provide the contracted service at all times when on the Contractor's premises.
6. Always act in a professional manner, honor commitments, treat RSA clients with respect, dignity, and courtesy, and project a positive attitude.
7. NEVER:
 - i. Engage in any form of intimate and sexual activity with an RSA client.
 - ii. Enter into any business partnership with an RSA client.
 - iii. Employ authority or influence with RSA clients for the benefit of third parties, including the client's family or friends.
 - iv. Exploit the client's trust in the Contractor or its personnel for any purpose.
 - v. Accept any commission, rebates, or any other form of remuneration when serving RSA clients, except payment for service provided from RSA.

CLIENT TRANSPORTATION REQUIREMENTS

- 1.1 The Contractor may provide transportation for the client, dependent(s) and/or care-givers for the purpose of the client's participation in service provision;
- 1.2 Transposition cost is the responsibility of the Contractor.
- 1.3 If the Contractor and/or its personnel provides its own vehicular transportation of clients, their dependents and/or care-givers, or uses a private provider or volunteer-driven vehicles to transport clients, their dependents and/or care-givers, in addition to the requirements specified in A.C.C. R9-20-212 and 213, and all applicable Federal, State and local laws, rules and regulations, the following shall apply:
 1. No client, dependent and/or care-giver shall be transported in portions of the vehicles not constructed for the purpose of transporting people, such as truck beds, campers, or any trailered attachment to a motor vehicle;
 2. Assist the client, dependent(s) and/or care-giver(s) to enter and exit the vehicle as is necessary;
 3. Ensure that all individuals are properly seated and seat belts are securely fastened by means of age- and weight-appropriate restraints when the vehicle is in operation;
 4. Child safety restraint seats shall be used in accordance with ARS § 28-907.
 5. Ensure that client, dependent(s) and/or care-giver(s) do not stand or sit on the floor while the vehicle is in motion; Vehicle doors shall remain locked at all times when the vehicle is in motion;
 6. Provide a safe vehicle loading and unloading area, away from moving traffic and hazardous obstructions;
 7. Provide adapted vehicles for clients and/or care-givers with special mobility;
 8. Escort all persons, under the age of 18 and without an adult in accompaniment, to their final destination and not leave them unattended.
 9. Report any traffic accident involving any client, dependent and/or care-giver being transported by the Contractor, its transport contractor or contractor personnel, volunteers, or interns utilizing personal vehicles; The accident shall be verbally reported the same day of the occurrence to the referring ADES staff. A legible, written report of the accident shall be submitted within three (3) business days.
- 1.4 All vehicles used for this service shall:
 1. Have valid registration and license plates.
 2. Have at least the minimum level of insurance required by the State of Arizona.
 3. Be constructed for the safe transportation of persons. All seats shall be securely fastened to the body of the vehicle.
- 1.5 Vehicles used to transport clients in wheelchairs shall be equipped with floor-mounted seat belts and wheelchair lock-downs for each wheelchair that it transports.
- 1.6 Ensure the following:
 1. Individuals providing transportation shall be a minimum of eighteen (18) years of age and possess a valid Operator's License or Chauffeur's License.
 2. Verification of the driving record for any individual who will be providing transportation services to assure no revocation or suspension of his or her license within the last three (3) to five (5) years.
 3. Provide an Identification Card to all persons providing transportation, whether paid or volunteer;
- 1.7 Contractor may utilize public transportation services for transporting the client alone, depending upon the age and developmental ability of the client to utilize this service on his/her own.
 1. Payment for the public transportation service is the responsibility of the Contractor. The referring ADES staff must be in agreement with the use of public transportation prior to this occurring.

Disability Related Employment Services
MONTHLY SERVICE REPORT

SECTION I: BASIC INFORMATION

Report Date:		Report Date: Month	Year
Client Name: Last:		First:	
Contractor Name:			
Contract Number:		RSA Purchase Authorization Number:	
Counselor Name:			
Check applicable service:	Track A	Track B	Track C
	Post Employment Services (PES)		
Job Development and Retention (Track A & B or PES) – Individual hours			# of hours authorized
Job Development and Placement (Track A & B) – Group hours			# of hours authorized
Enclave Employment Support and Retention (Track C)			# of days authorized

SECTION II: CLIENT PROGRESS UPDATE

Describe client progress in achieving Service Plan objectives. Include specific examples of progress:

Identify any issues that client is encountering or any concerns and/or recommendations:

Section II: Signatures

Client Signature (If not available, explain):	Date:
Client's Guardian/Representative Signature (If applicable):	Date:
Contractor's Signature:	Date:

Disability Related Employment Services
MONTHLY SERVICE REPORT

SECTION III: SERVICE PROVISION

Date	Activities /Services Provided	Number of units
Job Development and Placement Services - Individual Hourly		
Total		
Job Development and Placement Services - Group Hourly		
Total		
Job Retention Services - Individual Hourly		
Total		
Enclave Employment Support and Retention - Day		
Total		
Post Employment - Individual Hourly		
Total		

Disability Related Employment Services
JOB PLACEMENT REPORT

SECTION I: BASIC INFORMATION

Report Date:

Client Name: Last:	First:
Contractor Name:	
Contract Number:	RSA Purchase Authorization Number:
Counselor Name:	

SECTION II: EMPLOYMENT INFORMATION

Check applicable box : <input type="checkbox"/> Individual Placement <input type="checkbox"/> Group Placement	
Check applicable box : <input type="checkbox"/> Original Placement <input type="checkbox"/> Change in Placement	
Employment Start Date:	Date Job Placement Outcome Achieved (3 rd day on job):
Job Title:	
Employer Name:	
Employer Contact Name and Title:	
Employer Address:	
Employer Phone:	
Hours worked per week:	Hourly Rate of Pay:
Benefits Available: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please indicate: <input type="checkbox"/> Health Insurance <input type="checkbox"/> Sick Leave <input type="checkbox"/> Vacation <input type="checkbox"/> Retirement/Pension Plan	Are the wages and level of benefits the same or more than that paid by the employer for same or similar work performed by non-disabled individuals? <input type="checkbox"/> Yes <input type="checkbox"/> No Specify verification source:
Job Duties:	
Job modifications? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable If yes, please describe:	

SECTION III: SIGNATURES

Client Signature (If not available, please explain):	Date:
Client's Guardian/Representative Signature (If applicable):	Date:
Contractor's Signature:	Date:

**Disability Related Employment Services
SUCCESSFUL EMPLOYMENT RETENTION REPORT**

Section I: Basic Information

Report Date:

Client Name: Last:	First:
Contractor Name:	
Contract Number:	RSA Authorization Number
Counselor Name:	

Section II: Employment Information

Employment Start Date:	Date Successful Employment Retention Outcome Achieved:
Job Title:	
Employer Name:	
Employer Contact Name and Title:	
Employer Address: Employer Phone:	
Hours worked per week:	Hourly Rate of Pay:
Benefits Available: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please indicate: <input type="checkbox"/> Health Insurance <input type="checkbox"/> Sick Leave <input type="checkbox"/> Vacation <input type="checkbox"/> Retirement/Pension Plan	Are the wages and level of benefits the same or more than that paid by the employer for same or similar work performed by non-disabled individuals? <input type="checkbox"/> Yes <input type="checkbox"/> No Specify verification source:
Job Duties:	
Job modifications? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable If yes, please describe:	
Client is receiving ongoing Extended Supported Employment Services: <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", please indicate : Date services started Provider Name	

Client confirms that he/she has been successfully working in a job consistent with his/her selected vocational goal, abilities, capabilities, interests, and informed choice, for at least 90 days, that their employment goal has been reached, and that they are satisfied with their job/career. Yes No

Section III: Signatures

Client Signature (If not available, explain):	Date:
Client's Guardian/Representative Signature (If applicable):	Date:
Contractor's Signature:	Date:

Disability Related Employment Services
SERVICE CLOSURE REPORT

SECTION I: BASIC INFORMATION

Client Name: Last:	First:
Contractor Name:	
Contract Number:	RSA Purchase Authorization Number:
Counselor Name:	
Client Received Services Under (check one):	
Track A: <input type="checkbox"/>	Track B: <input type="checkbox"/> Track C: <input type="checkbox"/> Post Employment: <input type="checkbox"/>

SECTION II: REASON FOR SERVICE CLOSURE

Date Case Closed to Contractor:
Reason services are ending and case is closing to contractor:
<p>Services were successful:</p> <input type="checkbox"/> Client achieved successful employment retention
<p>Services were unsuccessful or not completed:</p> <input type="checkbox"/> Client was not satisfied with the service provision and requested another contractor <input type="checkbox"/> Client moved out of service area <input type="checkbox"/> Client dropped out of services due to health issues <input type="checkbox"/> Client was incarcerated <input type="checkbox"/> Contractor lost contact with client <input type="checkbox"/> Client circumstances have changed and they no longer wish to pursue employment services <input type="checkbox"/> Contractor can no longer serve client due to organization or business changes <input type="checkbox"/> Contractor no longer willing to work with client <input type="checkbox"/> RSA determined services no longer appropriate <input type="checkbox"/> Other reason for closure (specify):
Comments:

SECTION III: SIGNATURES

Client Signature (If not available, please explain):	Date:
Client's Guardian/Representative Signature (If applicable):	Date:
Contractor Representative Signature:	Date:

Exhibit J

CONTRACTOR INVOICE FORM

Date:

Calendar month covered in this billing: _____ to _____

If billing for an outcome, indicate specific date outcome achieved: _____

Contractor's name and address:	
Contractor's Phone Number:	Contractor's Fax Number:
Contract Number:	
Contractor's FEI or SSN Number:	
RSA client's name:	

RSA Authorization Number: _____

Service *	Service Unit	Number of Service Units	RSA Fee per Service Unit \$	Total Billing Amount

* Attach all required reports

"This invoice is a true and accurate account of the services listed on this statement for the time period specified; this invoice constitutes the full and complete charge for the services described above; that no further invoices for payment of these services will be made; these services have been provided without discrimination based on age, race, color, creed, gender, religion or national origin and that this statement is subject to federal and state audit review." The invoice shall be signed and dated by the person authorized to submit invoices for the Contractor.

Name, title, phone number and address of the Contractor has designated person who prepared this form:

Name: _____

Title: _____

Phone Number: _____

Signature: _____

Arizona Department of Economic Security
 Rehabilitation Services Administration
RSA FEE SCHEDULE APPLICATION

PROVIDER INFORMATION

Legal Business Name <i>Gila County</i>		
Doing Business As <i>Gila Employment and Special Training</i>		Tax Identification Number <i>86-6000444</i>
Mailing Address (City State Zip Code) <i>5575 S. Apache Ave. Suite 200 Globe, AZ - 85301</i>		
Remit To/ Billing Address (City State Zip Code), if different than mailing address		
Contact Name and Title <i>David B. Caddell, Program Manager</i>		
Phone Number <i>928-402-8664</i>	Fax Number <i>928-425-9468</i>	E-mail <i>daddella@co.gila.az.us</i>
Video Phone <i>N/A</i>	Website <i>www.gilacountyaz.gov</i>	TTY Number <i>7-1-1</i>
Name and Title of Authorized Signatory: <i>Michael A. Paster, Chairman, Gila County Board of Supervisors</i>		

SERVICE INFORMATION

Check service type you propose to provide:

- Track A: Job Development, Placement and Retention (Non-Supported Employment)
 - Job Development, Placement and Retention-Individual
 - Job Development, Placement-Group

- Track B: Job Development, Placement and Retention (Supported Employment)
 - Job Development, Placement and Retention-Individual
 - Job Development, Placement-Group

- Track C: Enclave Support and Retention

- Post Employment Services

**Arizona Department of Economic Security
Rehabilitation Services Administration
RSA FEE SCHEDULE APPLICATION**

FACILITY LOCATION AND STAFFING CHART

Indicate geographic areas in which you provide services. The service shall be provided in the entire county you selected.

<input type="checkbox"/> Statewide	<input type="checkbox"/> Apache	<input type="checkbox"/> Cochise	<input type="checkbox"/> Coconino	<input checked="" type="checkbox"/> Gila	<input type="checkbox"/> Graham	<input type="checkbox"/> Greenlee	<input type="checkbox"/> La Paz
<input type="checkbox"/> Navajo	<input type="checkbox"/> Maricopa	<input type="checkbox"/> Mohave	<input type="checkbox"/> Pima	<input type="checkbox"/> Pinal	<input type="checkbox"/> Santa Cruz	<input type="checkbox"/> Yavapai	<input type="checkbox"/> Yuma

Service Location is a physical location where client intake and other employment services are conducted. This does not include enclave/work sites. If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location.

Service Location Address (City State Zip Code County) 5515 S. Apache Ave. Suite 200 Globe, Az. 85301		
Telephone Number 928-407-8664	Fax Number 928-425-9468	Email address davidbell@gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of Operation Monday to Friday (except legal holidays) 8AM to 5PM		

Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes No

List the Staff and/or Subcontractors who provide direct client services at this location:

First and Last name	Employee Subcontractor	Years of experience	License /certificate Number
David B. Caddell	<input checked="" type="checkbox"/> E	17	
Phillis Weaver	<input checked="" type="checkbox"/> E	17	
Carol Turner	<input checked="" type="checkbox"/> E	3	
Wyni Root	<input checked="" type="checkbox"/> E	7	
Helena Lopez	<input checked="" type="checkbox"/> E	20	
Carolyn Hara	<input checked="" type="checkbox"/> E	15	
	<input type="checkbox"/> E		

**Arizona Department of Economic Security
Rehabilitation Services Administration
RSA FEE SCHEDULE APPLICATION**

FACILITY LOCATION AND STAFFING CHART

Indicate geographic areas in which you provide services. The service shall be provided in the entire county you selected.

<input type="checkbox"/> Statewide	<input type="checkbox"/> Apache	<input type="checkbox"/> Cochise	<input type="checkbox"/> Coconino	<input checked="" type="checkbox"/> Gila	<input type="checkbox"/> Graham	<input type="checkbox"/> Greenlee	<input type="checkbox"/> La Paz
<input type="checkbox"/> Navajo	<input type="checkbox"/> Maricopa	<input type="checkbox"/> Mohave	<input type="checkbox"/> Pima	<input type="checkbox"/> Pinal	<input type="checkbox"/> Santa Cruz	<input type="checkbox"/> Yavapai	<input type="checkbox"/> Yuma

Service Location is a physical location where client intake and other employment services are conducted. This does not include enclave/work sites. If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location

Service Location Address (City State Zip Code County) <i>107 W. Frontier St. Suite C Payson, AZ 85541</i>		
Telephone Number <i>928-402-8664</i>	Fax Number <i>928-425-9465</i>	Email address <i>ckadell@co.gila.az.us</i>
Contact Person's Name <i>Dawn B. Celli</i>		
Days And Hours Of Operation <i>Monday to Friday (except legal holidays) 8am-5pm</i>		

Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes No

List the Staff and/or Subcontractors who provide direct client services at this location:

First and Last name	Employee Subcontractor	Years of experience	License /certificate Number
<i>LEONA BOWMAN</i>	<input type="checkbox"/> S <input checked="" type="checkbox"/> E	<i>17</i>	
	<input type="checkbox"/> S <input type="checkbox"/> E		
	<input type="checkbox"/> S <input type="checkbox"/> E		
	<input type="checkbox"/> S <input type="checkbox"/> E		
	<input type="checkbox"/> S <input type="checkbox"/> E		
	<input type="checkbox"/> S <input type="checkbox"/> E		
	<input type="checkbox"/> S <input type="checkbox"/> E		
	<input type="checkbox"/> S <input type="checkbox"/> E		
	<input type="checkbox"/> S <input type="checkbox"/> E		
	<input type="checkbox"/> S <input type="checkbox"/> E		
	<input type="checkbox"/> S <input type="checkbox"/> E		

Certification Regarding:

Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gila County DBA Gila Employment Special Training

Name of Agency /Organization

Michael A. Pastor, Chairman, Gila County Board of Supervisors

Name and Title of Authorized Representative



Signature

4/19/11

Date

Certification Regarding Lobbying

ATTACHMENTS TO DES SPECIAL TERMS AND CONDITIONS

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

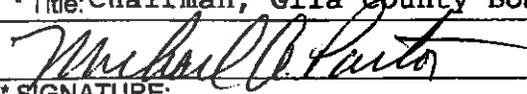
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

APPLICANT'S ORGANIZATION	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: Mr.	
* First Name: Michael Middle Name: A.	* Last Name: Pastor Suffix:
* Title: Chairman, Gila County Board of Supervisors	
* SIGNATURE: 	* DATE: 4/19/11