



DEPARTMENT OF ECONOMIC SECURITY  
Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the Gila County dba Gila Employment and Special Training ("Contractor").

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

**WHEREAS** the Contractor is duly authorized to execute and administer contracts under A.R.S § 11-201 and,

**WHEREAS** the Department and the Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

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

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 GILA COUNTY

*Elizabeth G. Csaki*  
Procurement Officer, Signature

*Michael A. Pastor*  
Signature

Elizabeth G. Csaki, CPPB  
Printed Name

Michael A. Pastor  
Printed Name

Professional Services Unit Manager  
Title

Chairman, Gila County Board of Supervisors  
Title

Date

Date

DE111093-001  
ADES Contract Number:

IN ACCORDANCE WITH A.R.S. §11-952 THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

*Kevin L. Smith*  
By: Assistant Attorney General

*Raymond Chandra*  
By: Public Legal Counsel

Date

Date

## **1.0 ADES VISION AND MISSION STATEMENTS**

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

## **2.0 PARTIES**

- 2.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), Rehabilitation Services Administration (RSA) and Gila County dba Gila Employment and Special Training ("Contractor").
- 2.2 RSA is the administration within the Department of Economic Security that provides Vocational Rehabilitation (VR) services and Independent Living (IL) services to individuals with various disabilities. Through the provision of VR services, RSA assists individuals with disabilities in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. Through the provision of IL services, RSA assists eligible individuals to increase their ability to function independently in home, community and at work.

## **3.0 TERM OF AGREEMENT**

### **3.1 TERM**

The term of this Agreement shall have an effective date of last signature and shall end on September 30, 2015, unless otherwise agreed upon by both parties in writing.

### **3.2 PRIOR SERVICE**

- 3.2.1 The parties agree that if similar services were provided by the Contractor from October 1, 2010 to the date of last signature, those services will be compensated under this agreement.

### **3.3 EXTENSION**

This agreement may be extended through a written amendment by mutual agreement of the parties.

### **3.4 TERMINATION**

- 3.4.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 3.4.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

## **4.0 AMENDMENTS OR MODIFICATIONS**

- 4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.
- 4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
  - 1. Change of telephone number;
  - 2. Change in authorized signatory; and/or
  - 3. Change in the name and/or address of the person to whom notices are to be sent.

## **5.0 DEFINITIONS**

- 5.1 "**Department**" means the Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 5.2 "**May**" indicates something that is not mandatory but permissible.

- 5.3 **"Shall, Must"** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 5.4 **"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.
- 5.5 **"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

**6.0 PURPOSE OF AGREEMENT**

- 6.1 The purpose of this agreement is to provide Client Access, Education and Information (Career Exploration and Supported Education) services to RSA clients who are individuals with disabilities in Gila County
- 6.2 RSA is authorized to provide this service under the Rehabilitation Act of 1973, as amended (29 U.S.C. 723(a) Vocational Rehabilitation Services and A.R.S. §23-503 Duties and Powers of Vocational Rehabilitation Division (i.e. Administration).

**7.0 MANNER OF FINANCING**

- 7.1 RSA will use 21.3% State Funds and 78.7% Federal Vocational Rehabilitation Grant Funds to pay for this service in accordance with the Price Sheet (Attachment 02).

**8.0 SERVICE DESCRIPTION**

- 8.1 The purpose of this service is to provide Client Access, Education and Information services to assist RSA clients, who are individuals with disabilities, in achieving their educational and employment goals that will ultimately lead toward successful employment. See attached Scope of Work.

**9.0 RESPONSIBILITIES**

- 9.1 The ADES and the Contractor agree as follows:
  - 9.2 The Contractor shall:
    - 9.2.1 Provide Client Access, Education and Information services in accordance with the Scope of Work attached to this agreement.
  - 9.3 The ADES will:
    - 9.3.1 Refer RSA clients to the Contractor.
    - 9.3.2 Pay the Contractor's invoices upon the completion of the service and after all reporting and payment requirements are met.

**10.0 REPORTING REQUIREMENTS**

- 10.1 The Contractor shall meet all reporting requirements stated in the Scope of Work

**11.0 PAYMENT REQUIREMENTS**

- 11.1 The Contractor shall meet all payment requirements stated in the Scope of Work

**12.0 NOTICES**

- 12.1 All notices to the Contractor regarding this agreement shall be sent to the following address:  
Gila County  
ATTN: David Caddell  
Gila Employment and Special Training  
5515 South Apache Ave. Suite 200  
Globe, Arizona 85501

12.2 All notices to the ADES regarding this agreement shall be sent to the following address:  
AZ Department of Economic Security  
ATTN: RSA Contracts Unit  
Rehabilitation Services Administration  
PO BOX 6123; Site Code 930A  
Phoenix, AZ 85005-6123

**13.0 DISPOSITION OF PROPERTY**

13.1 None.

**14.0 OTHER MATTERS**

14.1 None.

**15.0 APPLICABLE LAW**

15.1 In accordance with ARS § 41-2501, et.seq, and AAC R2-7-101 et seq, this Agreement shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.

**16.0 ARBITRATION**

16.1 In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

**17.0 AUDIT**

17.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

**18.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR.**

18.1 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 ADES may take any of the following actions:

18.1.1 Reduce payments or units authorized;

18.1.2 Accept a decrease in price offered by the, contractor

18.1.3 Cancel the Agreement

18.1.4 Cancel the Agreement and re-write the requirements.

18.1.5 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing an amendment to this Agreement.

**19.0 AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR**

19.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES at the end of the period for which funds are available

19.2 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

**20.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY.** If providing direct services to children or vulnerable adults, the following shall apply:

- 20.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 20.2 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.
- 20.3 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.
- 20.4 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.
- 20.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.
- 20.6 "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.

**21.0 CONFLICT OF INTEREST**

- 21.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

**22.0 DATA SHARING AGREEMENT**

- 22.1 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 ADES 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 ADES Program sharing confidential data.

**23.0 E-VERIFY**

- 23.1 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 AAC Section A.R.S. § 23-214, Subsection A.

**24.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**

- 24.1 By entering into the Agreement, 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 Agreement. 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 Agreement. I-9 forms are available for download at USCIS.GOV.

24.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

## **25.0 FINGERPRINTING**

25.1 The provisions of A.R.S. §46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:

25.1.1 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 purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.

25.1.2 The Contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.

25.1.3 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.

25.1.4 Personnel who are employed by any Contractor whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. §46-141 (as may be amended).

25.1.5 Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.

## **26.0 INDEMNIFICATION**

26.1 Indemnification for Contractor:

26.1.1 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.

26.2 Indemnification for Subcontractor

26.2.1 In addition, Gila County dba Gila Employment and Special Training shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily

injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Gila County dba Gila Employment and Special Training's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

**27.0 INSURANCE REQUIREMENTS**

27.1 **INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA: None.**

27.2 **INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT:**

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are 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 20.0 of the Arizona Department of Economic Security Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 20.2.2(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 20.2.2(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 20.0 above.

## **28.0 IT 508 COMPLIANCE**

28.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §41-2531 and §2532 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.

## **29.0 MONITORING**

29.1 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

## **30.0 NON-AVAILABILITY OF FUNDS**

30.1 In accordance with A.R.S. §35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event his provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## **31.0 NON-DISCRIMINATION**

31.1 In accordance with A.R.S. §41-1461 and Executive Order 2009-09, the Contractor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, religion, sex, age, national origin, disability or political affiliation. The Contractor shall comply with the Americans with Disabilities Act.

### **32.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

32.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition 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.

### **33.0 RIGHT OF OFFSET**

33.1 The Department shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

### **34.0 SCRUTINIZED BUSINESS**

34.1 In accordance with A.R.S. §35-391.06 and A.R.S. §35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

### **35.0 SUBCONTRACTS**

35.1 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.

### **36.0 THIRD- PARTY ANTITRUST VIOLATIONS**

36.1 The Contractor assigns to the Department any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Contractor, toward fulfillment of this Agreement.

### **37.0 UNALLOWABLE COSTS**

37.1 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.

37.2 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.

### **38.0 ATTACHMENTS**

38.1 The following list of attachments constitutes an integral part of subject agreement:

- 38.1.1 Scope of Work Client Access, Education and Information (Career Exploration and Supported Education)
- 38.1.2 Service Implementation Questionnaire (Attachment 01)
- 38.1.3 Price Sheet (Attachment 02)

38.1.4 Request for Search of Central Registry for Background Check (Attachment 03)  
38.1.5 Facility Location Chart (Attachment 04).

**39.0 EXHIBITS**

39.1 The following list of exhibits constitutes an integral part of subject agreement:

- 39.1.1 Client Service Plan (Exhibit A)
- 39.1.2 Career Exploration Summary (Exhibit B)
- 39.1.3 Contractor Code of Conduct (Exhibit C)
- 39.1.4 Client Transportation Requirements (Exhibit D)
- 39.1.5 Monthly Progress Report (Exhibit E)
- 39.1.6 Quarterly Report (Exhibit F)
- 39.1.7 Contractor Billing Form (Exhibit G)
- 39.1.8 Data Sharing Agreement (Exhibit J)

Attachment 02

Client Access, Education and Information (Career Exploration and Supported Education)  
**Price Sheet**

<b>Item # 1:</b>	CAREER EXPLORATION: One Individual Hour, sixty (60) minutes, of actual time spent providing services to one RSA client.
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Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0	55	HR - Hour				

<b>Item # 2:</b>	CAREER EXPLORATION One Group Hour, sixty (60) minutes, of actual time spent with a client who is in attendance in a group of two (2) to six (6) clients receiving direct services.
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Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0	55	HR - Hour				

<b>Item # 3:</b>	SUPPORTED EDUCATION One Individual Hour means sixty (60) minutes of actual time spent providing services to one RSA client.
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Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0	50	HR - Hour				

**Client Access, Education and Information  
(Career Exploration and Supported Education) Gila County  
Intergovernmental Agency Agreement # DE111093-001**

**APPLICANT:  
GILA COUNTY  
dba, GILA EMPLOYMENT AND & TRAINING PROGRAM  
5515 South Apache Ave. Suite 200  
GLOBE, AZ 85501  
(928) 425-7631**

**CONTACT: DAVID B. CADDELL,  
G.E.S.T PROGRAM MANAGER EXT. 8664  
E-MAIL [dcaddell@co.gila.az.us](mailto:dcaddell@co.gila.az.us)  
FAX: (928) 425-9468**

**The GEST Program Mission Statement:**

“To provide employment services along with daily living skills to disabled clients in a manner which supports and enhances self sufficiency, self esteem mutual respect, value and dignity.”

**GEST PROGRAM COMMITMENT:**

The GEST Program is committed to provide the very best services to the disabled population, and to continue to improve and enhance the services that we provide. The GEST staff continually participates in further education classes in the effort to be and stay current in any changes regarding service delivery. It is our goal to continue to gain further knowledge and skills to enable us to provide exemplary services to our clients.

By applying for and obtaining an “Enhancement Grant” through RSA the GEST Program has been able to place on staff a Disability Specialist” who provides “one-on-one” services to our clients and who assists clients navigate the One Stop Resource Room to make it a viable resource to persons with disabilities. The Disability Specialist provides a variety of extensive one-on-one and group services to our clients. GEST staff is certified in all required trainings, have class a State of Arizona Department of Public Safety fingerprint clearance and the Disability Specialist has completed two ASL classes at our local Community College, and an ADA online course.

**Responses to Service Implementation Questionnaire:**

- 1. Describe how linguistically and culturally appropriate services and materials will be provided to meet the needs of persons with disabilities. The response should include how staff will accommodate the clients and assure that they will have ready access to services.**

Gila County Division of Health and Community Services, GEST Program provides services to a vast culturally diverse population with equally diverse disabilities. All individuals have equal access to the variety of services regardless of disability, language, culture and demographic or geographic location. GEST accommodates for the non-English and monolingual population and provides interpreters for the hearing impaired. GEST provides “family focused” service with consideration to cultural diversity and beliefs. GEST has two wheelchair Maxivans available to assist with transportation while providing services to those that require that accommodation. Both GEST Program locations are ADA compliant for accessibility.

The GEST department provides services to diverse and targeted populations with the same level of commitment to excellence and equality. GEST recognizes the uniqueness of each individual’s needs and level of service(s) based on cultural diversity and their

disability. Bilingual staff is available to assist the non-English and monolingual population. GEST clients are comprised of clients who are referred by "client choice", through a contract with ADES/Vocational Rehabilitation Services, and clients who are referred through a contract with the ADES/Division of Developmental Disabilities

GEST offices are located in Globe and Payson to provide services to all individuals with disabilities, throughout Gila County including the San Carlos Indian Reservation. GEST staff is fully trained in all aspects of service delivery, they have an excellent understanding of the special needs of persons with disabilities and other barriers, and an understanding of client rights, principals of normalization and they have the ability to relate well to all persons with disabilities. GEST staff is certified in CPR, First Aid, and Crisis Intervention, and they all possess Fingerprint Clearance as required. GEST staff: GEST Program Manager, one Job Coach, a Mobile Crew Coordinator, a One Stop Center Disability Specialist in the Globe area, and one Job Coach in the Payson area.

GEST has on staff a Disability Specialist who is bilingual who has completed two courses in American Sign Language, a Psychology course and an Americans with Disabilities Act online course.

Divisional staff is available if the need is evident to provide translation in Spanish, Apache, Navajo and sign language. If a client referral indicates a need for this type of accommodation, GEST will make those arrangements at no cost to the consumer.

**2. Describe how Career Exploration and/or Supported Education outcomes will be achieved.**

**Career Exploration:**

When GEST receives a referral for services along with relevant client data and valid authorization for the service provision, a meeting will be scheduled with the VRC, and the client within ten business days. GEST will review all pertinent data that has been provided specific to the clients' needs and goals to prepare for the scheduled pre-consultation meeting.

During the pre-consultation/service planning meeting, a discussion is facilitated to determine the client's immediate employment desires and employment opportunities in the area that the client is interested in exploring. All parties in this planning session will have input and full participation in this process to determine the needs of the client, i.e. transportation, days available, etc... A Service Plan will be developed and when all parties are in agreement and if it is determined that the GEST program will be the service provider, Career Exploration services will begin within ten business days after a official authorization has been received.

GEST staff will schedule and provide the services in accordance with the clients' availability and the programs hours of operation. GEST will schedule and conduct an introduction and orientation to the World of Work, which will cover the meaning, value, and demands of work, provide information on the effect stress has on the general good

health utilizing information and guest speakers from the Gila County Health Department and other available resources. Staff will provide instruction on the effective methods of dealing with stress and the appropriate manner to deal with conflict by using a various materials. Utilizing self-assessments and various skills assessments will assist in gaining an increased awareness and understanding of the client's abilities, interests, values, and needs.

GEST staff will assist the client in navigating the available employment networks, and One Stop Center, and in utilizing the One Stop resources and/or other community resources that are available.

Staff will assist the client in obtaining information regarding various industries, and occupations and in understanding the difference between occupations, industries, and work options. Utilizing all the above mentioned information, staff will assist the client in deciding three (3) possible career options to research that are specific to the client's personal factors.

GEST staff will assist in exploring the three career options chosen by the client and will assist in locating, for review and discussion, the occupational trends, wages, job responsibilities, education and training requirements, job outlook, and all other relevant information. By utilizing specific goal oriented instructional videos and arranging for the client to visit businesses where they could observe employees who are engaged in job duties in the client's field of interest and by having the client participate in informal interviews and discussion with employers and employees the job coach can assist the client in making an informed decision for a vocational career goal.

#### **Supported Education:**

Prior to the pre-consultation meeting/service planning meeting, GEST staff will obtain and review all data pertaining to the client's medical and psychological status and the information contained in assessments/reports that have been completed.

During the pre-consultation/service planning meeting, a discussion is facilitated to determine the client's immediate employment desires and employment opportunities in the area that the client is interested in exploring. All parties in this planning session will have input and full participation in this process to determine the needs of the client, i.e. transportation, days available, etc... A Service Plan will be developed and when all parties are in agreement and if it is determined that the GEST program will be the service provider, Career Exploration services will begin within ten business days of receipt of an official authorization.

GEST staff will provide assistance in locating appropriate educational and/or training programs and assistance to the client in selecting the program most suitable for the client to meet their vocational goal. GEST staff will assist the client in identifying the educational cost and exploring financial aid resources and options to pay for the selected educational/training program the client has chosen, (e.g., Pell Grant, private grants, etc.).

Once the client has selected an educational or vocational program, GEST will assist the client in registering for the program, orientation to the school campus and school services. GEST staff will introduce the client to the Disability Services Resource center on the campus and assist in coordinating the disability related accommodation services and any needed special services, if applicable.

In order to monitor and evaluate the program performance a customer satisfaction survey will be completed monthly by each client evaluating the services they received to ensure that the service goals are being met.

**3. Describe how Performance Standard #1, Acceptance Rate, will be met during the contract term.**

The GEST program accepts all referrals for service from Vocational Rehabilitation; regardless of the disability and will continue to meet the requirements in Section 7.2.1 of the Scope of Work. All service provision will commence within (10) business days of the receipt of authorization from VR.

When the GEST Program Manager receives a referral for services from a VR Counselor, all reports/data relevant for successful service provision will be reviewed prior to the service planning meeting. During the service planning meeting GEST staff will participate in discussion regarding the client's needs and determine appropriate services to be provided that will lead towards achievement of a successful outcome.

**4. Describe how Performance Standard #2, Successful Completion Rate, will be met during the contract term.**

The GEST program is well recognized and respected in Gila County as the premier service provider, which opens many doors in our community. The program has also enjoyed a high success rate in providing services which assist our clients in achieving their individual employment and educational goals.

Overall program performance and the successful completion rate will be met by a regular monitoring and review of the clients' participation and consistent completion of Individual Instruction Plan objectives. An evaluation of the client's progress and service provided will ensure that the completion rate will be met, and through the review of monthly progress reports completed by GEST staff and monthly meetings with the VRC, the GEST Program Manager will be able to determine the level of achievement attained by the client and the overall success of services provided. Utilizing pre and post assessment of the client's progress will assist in monitoring and determining client and program success.

Through the above mentioned process, the Program Manager will also be able to measure the level of rehabilitation of the client to ensure that 80% achievement is obtained. It is not anticipated that the GEST Program will not achieve the performance standard

mentioned above however, if *GEST falls below the required percentage, GEST will work closely with the local Vocational Rehabilitation Counselors by regular communication and collaboration until the percentage of acceptance is in compliance with Section 7.2.2 of the Scope of Work.*

Arizona Department of Economic Security  
 Rehabilitation Services Administration  
**FACILITY LOCATION AND STAFFING CHART-GILA COUNTY**

Legal Business Name <b>Gila County</b>
Doing Business As <b>Gila Employment and Special Training</b>

*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 ) <b>5515 South Apache Ave. Suite 200 Globe, Arizona 85501 Gila</b>		
Telephone Number <b>928-402-8664</b>	Fax Number <b>928-425-9468</b>	Email address <b>dcaddell@co.gila.az.us</b>
Contact Person's Name <b>David B. Caddell</b>		
Days And Hours Of Operation <b>Monday to Friday 8 AM to 5 PM, except holidays and the Friday after Thanksgiving.</b>		

List the Staff and/or Subcontractors that will provide this service at this location:

First and Last name	Employee Subcontractor
David B. Caddell	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Catherine Levario	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Phillis Weaver	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Patricia Rocha	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>

The facility(s) listed above will not be open on those holidays marked below (check box for applicable holidays):

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> New Year's Day<br><input checked="" type="checkbox"/> President's Day<br><input checked="" type="checkbox"/> Memorial Day<br><input type="checkbox"/> Rosh Hashanah<br><input checked="" type="checkbox"/> Veterans' Day<br><input type="checkbox"/> Other: _____ | <input checked="" type="checkbox"/> Martin Luther King Jr.'s Birthday<br><input type="checkbox"/> Washington's Birthday<br><input checked="" type="checkbox"/> Independence Day<br><input type="checkbox"/> Yom Kippur<br><input checked="" type="checkbox"/> Thanksgiving Day<br><input checked="" type="checkbox"/> _____ | <input type="checkbox"/> Lincoln's Birthday<br><input type="checkbox"/> Good Friday<br><input checked="" type="checkbox"/> Labor Day<br><input type="checkbox"/> Columbus Day<br><input type="checkbox"/> Christmas Day<br><input type="checkbox"/> _____ |
|---|---|---|

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

Arizona Department of Economic Security  
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Telephone Number <b>928-402-8664</b>	Fax Number <b>928-425-9468</b>	Email address <b>dcaddell@co.gila.az.us</b>
Contact Person's Name <b>David B. Caddell</b>		
Days And Hours Of Operation <b>Monday to Friday 8 AM to 5 PM, except holidays and the Friday after Thanksgiving.</b>		

List the Staff and/or Subcontractors that will provide this service at this location:

First and Last name	Employee Subcontractor
Leona Bowman	S <input type="checkbox"/> E <input checked="" 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"/>

The facility(s) listed above will not be open on those holidays marked below (check box for applicable holidays):

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> New Year's Day  | <input checked="" type="checkbox"/> Martin Luther King Jr.'s Birthday | <input type="checkbox"/> Lincoln's Birthday   |
| <input checked="" type="checkbox"/> President's Day | <input type="checkbox"/> Washington's Birthday                        | <input type="checkbox"/> Good Friday          |
| <input checked="" type="checkbox"/> Memorial Day    | <input checked="" type="checkbox"/> Independence Day                  | <input checked="" type="checkbox"/> Labor Day |
| <input type="checkbox"/> Rosh Hashanah              | <input type="checkbox"/> Yom Kippur                                   | <input type="checkbox"/> Columbus Day         |
| <input checked="" type="checkbox"/> Veterans' Day   | <input checked="" type="checkbox"/> Thanksgiving Day                  | <input type="checkbox"/> Christmas Day        |
| <input type="checkbox"/> Other: _____               | <input checked="" type="checkbox"/> _____                             | <input type="checkbox"/> _____                |

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