

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 terminate on September 30, 2014.

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

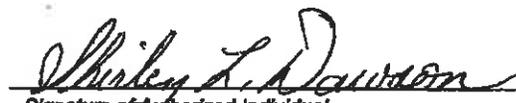
In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.

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

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

FOR AND ON BEHALF OF THE CONTRACTOR:


 Procurement Manager Signature


 Signature of Authorized Individual

Cathie G. Rodman
 Typed Name

Shirley L. Dawson
 Typed Name

Direct Client Services
 Title

Chairman, Gila County Bd of Supervisors
 Title

11-17-09
 Date

9/15/09
 Date

DE106003-008
 DES Contract I.D. No.

Contractor FEI Number: 86-6000444
 Contractor Mailing Address:

5515 S Apache St, Ste 200
 Globe, AZ 85501

Contact Name: David Caddell
 Title: Divisional Pgm Mgr, Ofc of Community Svcs
 Phone Number: (928) 425-7631
 Fax Number: (928) 423-9468
 E-Mail Address: dcaddell@co.gila.az.us

Approved as to form: *Raymond [Signature]*
for Gila County Attorney

41-1954. Powers and duties

H. The department shall adopt the following discount medical payment system no later than October 1, 1993 for persons who the department determines are eligible and who are receiving rehabilitation services pursuant to subsection A, paragraph 1, subdivision (d) of this section:

6. For medical services other than those for which a rate has been established pursuant to section 36-2903.01, subsection H, the department shall pay according to the Arizona health care cost containment system capped fee-for-service schedule adopted pursuant to section 36-2904, subsection L or any other established fee schedule the department determines reasonable.

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

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

2 Contract Interpretation

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

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

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

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

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4 Costs and Payments

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

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

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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.

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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

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warrants that, for one year after acceptance by the State of the materials, they shall be:

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

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applicable license and permit requirements.

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

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

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

8 State's Contractual Remedies

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

8.2 Stop Work Order.

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

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

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

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pursue any other right or remedy available to it.

- 8.5 **Right of Offset.** The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

- 9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

- 9.2 **Gratuities.** The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

- 9.3 **Suspension or Debarment.** The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

- 9.4 **Termination for Convenience.** The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all 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.

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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).

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SPECIAL TERMS AND CONDITIONS
Professional Services/Auto/Children-Disabled/RSA Fee Schedule

- 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 **"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 **Audit.** In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:
- 2.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507), 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, must have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133). As outlined in A-133 the audit Reporting Package should 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.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 and any other applicable statutes, rules, regulations and standards.
- 3.0 **Availability of Funds.**
- 3.1 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.

- 4.0 **Background Checks for Employment through the Central Registry:** If providing direct services to children or vulnerable adults, the following shall apply:
- 4.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.
- 5.0 **Certification of Cost or Pricing Data.**
- 5.1 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.
- 6.0 **Certification Regarding Lobbying.**
- 6.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20. (See Attachments)
- 7.0 **Competitive Bidding.**
- 7.1 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.
- 8.0 **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:
- 8.1. In accordance with A.R.S. §36-557 (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- 8.2 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.
- 8.3 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.
- 8.4 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) and 29 C.F.R. Part 93 which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress

regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

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

9.0 Confidentiality.

9.1 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.

10.0 Contract Term and Option to Extend.

10.1 The term of the resultant contract shall commence upon award and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.

10.2 The State has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of the State.

10.3 The State shall have the unilateral right to extend the contract period for four (4) additional one-year periods or portions thereof for a total contract term not to exceed five (5) years. The terms and conditions of any such contract extension shall remain the same as the original contract.

10.4 Any extension or renewal must be made prior to the end of the contract period specified in this contract.

10.5 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).

11.0 Cooperation.

11.1 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).

12.0 Equipment.

12.1 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.

12.2 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.

12.3 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.

- 12.4 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.
- 12.5 Under a fixed price contract, Section 12.1 through 12.4 do not apply unless specifically required by federal or state law.
- 13.0 Evaluation.**
- 13.1 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.
- 14.0 E-Verify.**
- 14.1 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. (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.")
- 14.2 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.
- 14.3 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.
- 14.4 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 14.1.
- 15.0 Fair Hearings and Service Recipients' Grievances.**
- 15.1 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.
- 15.2 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.
- 16.0 Federal Immigration and Nationality Act.**
- 16.1 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.
- 16.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. 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 Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 17.0 Fees and Program Income.**

- 17.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.
- 18.0 Fingerprinting.**
- 18.1 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:
- 18.1.1 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.
- 18.1.2 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.
- 18.1.3 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.
- 18.1.4 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).
- 18.1.5 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.
- 18.1.6 Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (H) (as may be amended).
- 19.0 Inclusive Contractor:**
- 19.1 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.
- 20.0 Indemnification and Insurance.**
- 20.1 Indemnification Clause:**
- 20.2.1 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.*
- 20.2 Insurance Requirements:**
- 20.2.1 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.
- 20.2.2 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 19.0 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.

21.0 Levels of Service.

- 21.1 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.
- 21.2 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.
- 21.3 Any administration within the Department may obtain services under this contract.
- 21.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.
- 21.5 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.
- 21.6 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.

22.0 Monitoring.

- 22.1 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.

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

- 23.1 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.

23.2. 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.

23.3 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.

23.4 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)*"

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

24.1 All notices shall reference the contract number.

24.2 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 address of business office;
2. Change of telephone number;
3. Changes in the name and/or address of the person to whom notices are to be sent;
4. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
5. 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.

25.0 **Offshore Performance of Work Prohibited.**

25.1 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.

26.0 **Order of Precedence.**

26.1 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.

27.0 Pandemic Contractual Performance

27.1 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.

27.2 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 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).

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

28.1 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.

28.2 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.

28.3 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.

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

1. The units authorized as stated in section 28.1; 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.

28.5 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.

29.0 Payment Recoupment.

- 29.1 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.

30.0 Personnel.

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

31.0 Predecessor and Successor Contracts.

- 31.1 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.

32.0 Professional Standards.

- 32.1 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.

33.0 Rate Increase.

- 33.1 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.

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

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

- 34.1 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.

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

34.3 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 paragraph 36.0 below or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

34.3.1 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.

34.3.2 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.

35.0 Relationship of Parties.

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

36.0 Reporting Requirements.

36.1 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.

36.2 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.

36.3 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.

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

37.0 Responsibility for Payments Indemnification.

37.1 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.

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

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

39.0 Substantial Interest Disclosure.

39.1 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.

39.2 Leases or rental agreements or purchase of real property which would be covered by Section 39.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

39.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502.

40.0 Supporting Documents and Information.

40.1 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.

41.0 Suspension or Debarment .

41.1 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 (See Attachments).

42.0 Technical Assistance.

42.1 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.

43.0 Termination for Any Reason.

43.1 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.

43.2 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. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this paragraph shall not apply.

43.3 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.

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

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

45.0 Transfer of Knowledge.

45.1 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.

46.0 Transition of Activities.

46.1 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.

47.0 Unallowable Costs.

47.1 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 allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

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

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

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

47.2.3 OMB Circular A-21 for educational institutions.

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

48.0 Visitation, Inspection and Copying.

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

49.0 Warranty of Services.

49.1 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 falling 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.

50.0 Data Sharing Agreement.

50.1 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.

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, Division of Health and Community Services, dba: Gila Employment and Special Training
Name of Agency/Organization

Shirley L. Dawson, Chairman, Gila County Board of Supervisors
Name and Title of Authorized Representative

Shirley L. Dawson
Signature

9/15/09
Date

Approved as to form:

Rupprecht
for Gila County Attorney

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		
Gila County, Division of Health and Community Services, dba: Gila Employment and Special Training		
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
Prefix: Mrs.		
* First Name: Shirley	Middle Name: L.	* Last Name: Dawson
Suffix:		
* Title: Chairman, Gila County Board of Supervisors		
<i>Shirley L. Dawson</i>		9/15/09
* SIGNATURE:		* DATE:

Approved as to form: *[Signature]*
for Gila County Attorney

SCOPE OF WORK
Rehabilitation Instructional Services
for individuals with various disabilities

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.
- 1.3 The Arizona Rehabilitation Services Administration (RSA) Mission for the Vocational Rehabilitation (VR) Program: To assist individuals with disabilities to achieve economic self-sufficiency through meaningful and sustained employment.
- 1.4 RSA Mission for the Independent Living (IL) Program: To work with individuals with severe disabilities to achieve increased independence through the provision of individually planned rehabilitation services.

2.0 PURPOSE

- 2.1 The purpose of this contract is to purchase Rehabilitation Instructional Services for individuals with various disabilities who are RSA clients.
 - 2.1.1 RSA clients who are deaf, hard of hearing, blind, visually impaired, or those who have combined vision and hearing loss are served under separate RSA contracts.
- 2.2 RSA intends to increase opportunities for its clients to receive "one-stop" service delivery in a coordinated, efficient manner that will allow completion of their independent living and/or vocational goals as quickly as possible without reducing quality of services.
- 2.3 Legal Authority: A.R.S. §41-1954(A)(6) provides the Department the authority to enter into contracts and incur obligations within the general scope of its activities and operations subject to the availability of funds. 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 29 U.S.C 796 e -2(1) Independent Living Services), A.R.S. §23-503 Duties and Powers of Vocational Rehabilitation Division (i.e. Administration). RSA is authorized to purchase this service through the RSA Fee Schedule in accordance with Arizona Revised Statute 41-1954 H. 6.
- 2.4 Projected Utilization. It is the intent of ADES/RSA to ensure the service provision throughout the State of Arizona. There is no guarantee of the number of service units authorized.

3.0 SERVICE DESCRIPTION

- 3.1 Arizona Taxonomy. Rehabilitation Instructional Services provide training in community living skills and activities directed toward personal and social adjustment.
- 3.2 Rehabilitation Instructional Services include a variety of instructional and rehabilitative services to assist RSA clients in achieving their individualized vocational and/or independent living goals and functioning more independently in the work place, the home and in the community. These services may be provided in either an individual or a group setting.
- 3.3 For the purpose of this contract, Rehabilitation Instructional Services include:
 - 3.3.1 Orientation and Adjustment to Disability services,
 - 3.3.2 Orientation and Mobility Training services, and
 - 3.3.3 Independent Living Skills Development services.
- 3.4 These services are not intended to:

- 3.4.1 Provide job development and placement assistance;
 - 3.4.2 Assess the client's vocational skills or conduct a situational assessment;
 - 3.4.3 Teach specific vocational skills;
 - 3.4.4 Provide therapeutic or other counseling interventions to address significant behavioral; or psychological issues.
- 3.5 The Contractor may provide **any or all** of the services listed in Section 3.3 above as indicated on the RSA Fee Schedule Application (Attachment 1).
- 3.6 Orientation and Adjustment to Disability services include a comprehensive and integrated set of instructions, mentoring and other services designed to provide individuals with disabilities with confidence, interpersonal and disability-specific skills, and a positive attitude toward disability that is needed for their achievement of competitive employment, community integration, and/or independence. It is anticipated that the provision of these services will assist individuals in adjusting to living and working with a disability, enhancing the likelihood of achieving long-term success in employment and independent living. These services may include, but are not limited to, the following:
1. Addressing various aspects of the client's disability and the impact of the disability on independent living and work;
 2. Development of adequate social functioning in clients who are experiencing personal and interpersonal problems, whether pertaining to temporary situational stress or a disabling condition;
 3. Guidance in social functioning and development of personal and social skills which can help a client cope more effectively with disability and/or life situations and their stresses;
 4. Assistance in developing self-help skills through the client's own self-directed adjustment to and acceptance of their disability (ies), increased self-confidence, increased independence and independent problem solving, changed attitudes, broadened perspectives of available alternatives, increased communication skills, examination of goals and values, etc.
 5. Training and support in self-advocacy to encourage clients to advocate for themselves in order to obtain the services and personal rights. Assistance may take the form of training in specific skills, providing encouragement and motivation to those needing it, or providing information and resources to clients;
 6. Guidance and assistance in developing natural supports in the community;
 7. Instruction in personal habits, responsibility and productive decision making;
 8. Referral to and instruction in utilization of disability-related services available in the community (e.g., Arizona Long Term Care, Arizona Health Care Containment Cost System, Arizona Department of Behavioral Health Services, etc.).
- 3.7 Orientation and Mobility Training services empower a client to safely navigate through one or more identified environments. These services may include, but are not limited to, the following:
1. Safe transfer and travel techniques;
 2. Instruction in how to follow directions in order to reach a specific location;
 3. Safe navigation of streets techniques;
 4. Communication skills and strategies for contact with the public;
 5. Use of public transportation and knowledge of routes and stops;
 6. Use of the telephone for information and emergency procedures.
- 3.8 Independent Living Skills Development services include practical life skills education, guidance, or training in the activities of daily living. These services may include, but are not limited to, instruction in:
1. Personal appearance, hygiene and grooming;
 2. Learning to organize and dress for school or work (selection of appropriate attire);
 3. Personal safety;
 4. Personal management of medication(s);
 5. Use of simple (low-technology) adaptive aids and devices;
 6. Appropriate use of personal care attendants;

7. Appropriate interpersonal skills necessary for successful integration into the community;
8. Financial planning, money management and budgeting, etc.
9. Meal planning and nutrition, etc.

3.9 **Background Information**

- 3.9.1 The Rehabilitation Service Administration is the administration within ADES that provides Vocational Rehabilitation (VR) services and Independent Living (IL) services to individuals with various disabilities.
- 3.9.2 Through the provision of VR services, RSA assists individuals in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. Through the provision of IL services, RSA assists eligible individuals to increase their ability to function independently in their homes and in the community.
- 3.9.3 Individuals with disabilities need additional assistance from community providers, who are specialized in serving various disability populations in the areas of orientation and mobility, independent living skills development, or adjustment to disability services.

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 Have a competency-based curriculum that contains a series of skills or competencies to be developed for each type of service that the Contractor proposed to provide as stated in RSA Fee Schedule Application (Attachment 1). The Contractor shall provide the curriculum on request of RSA Counselors and RSA clients. The curriculum shall at minimum include the following:
 1. Service objectives/overall service plan;
 2. The skills and knowledge to be acquired in the program;
 3. The timetable to be followed when acquiring the skills and knowledge including the length of the daily hours of training/instructions and the duration of the entire program expressed in a form of the number of clock hours in which the program is expected to be accomplished.
- 4.3 Provide services as follows:
 - 4.3.1 Schedule a Service Planning Meeting with the VR counselor and the VR client within ten (10) business days upon receipt of the RSA *Referral for Services* form and a written RSA purchase authorization. Verbal authorizations are not allowed. The purposes of the meeting are to:
 1. determine whether the client and the Contractor choose to work together as a team;
 2. discuss the client's service needs and determine appropriate services to be provided that will lead towards achievement of the client's independent living and/or vocational goal;
 3. develop jointly with the client and the VR counselor the *Client Service Plan* (Exhibit 1) upon which the provision of services shall be based. The Plan shall include clear, measurable objectives and specific time frames for the client to achieve the objectives;
 4. specify roles and responsibilities of the client and the Contractor, estimated number of service hours, and cost and timelines for the achievement of the service objectives.
 - 4.3.2 Initiate service provision within ten (10) business days after receipt of written authorization for services and provide services specified in the *Client Service Plan* as follows:
 - 4.3.3 Provide tools, materials and techniques necessary to complete the service plan.
 - 4.3.4 Utilize modified equipment, fixtures, material or any other aids deemed necessary in order to meet the physical, mental or sensory needs of the client.
 - 4.3.5 Use appropriate instructional techniques and resources in respect to cultural, gender, and lifestyle differences.
 - 4.3.6 Monitor the client's progress and provide ongoing support/feedback to help the client understand his/her strengths and limitations, and encourage the client to improve his/her skills and behaviors.
 - 4.3.7 Continually evaluate the progress of the client, revise the service plan as needed and notify the RSA counselor about any revisions of the *Client Service Plan* (Exhibit 1) within two business days.

- 4.3.8 Notify the RSA Counselor 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).
- 4.3.8.1 Ensure that a new authorization has been received from the RSA Counselor prior to making any changes in the level of service provided, including an increase or decrease in the number of units of service and/or a change in the setting.
- 4.3.9 Schedule regular monthly meetings with the RSA Counselor and the client either via phone or in person if the service provision is projected to last four weeks or longer.
- 5.0 QUALIFICATION REQUIREMENTS.** The Contractor shall ensure that:
- 5.1 Personnel who oversee the services provided under this contract and prepare progress reports meet the following minimum requirements:
1. A Master's Degree in a related field (e.g., Rehabilitation Counseling, Psychology, Sociology, Education, etc.) and documentation of one year of full time employment working with individuals with disabilities; or
 2. A Bachelor's degree in a related field (e.g. Rehabilitation Counseling, Deaf Studies, Psychology, Sociology, Education, etc.) and documentation of two years full time employment in working with individuals with disabilities; or
 3. A high school diploma or GED and documentation of five (5) years of experience directly working with individuals with disabilities, preferably involved in the provision of vocational rehabilitation services.
- 5.2 Personnel who do not have the above qualifications, but who provide direct services under this contract shall have a high school diploma or G.E.D and one (1) year of documented experience (preferably working with individuals with disabilities and involved in the provision of vocational rehabilitation services). These individuals may be utilized as follows:
1. On a limited basis and when assigned tasks that would be considered preliminary or less technical in nature, and
 2. Under the direction and supervision of staff member who meets the criteria in 5.1 above.
- 5.3 Personnel providing direct client services shall:
- 5.3.1 Be able to communicate, either directly or through the assistance of professional interpreters, in the native language of clients who have limited speaking ability, and to use all other appropriate and effective modes of communications used by clients.
- 5.3.2 Meet the variety of needs of RSA clients, including clients with intensive behavioral, physical, and medical challenges.
- 6.0 ADMINISTRATIVE REQUIREMENTS.** The Contractor shall:
- 6.1 Establish and maintain books and records related to services and expenditures for all clients who received services under this contract. The records shall be retained for a period of six (6) years after termination of the contract or six (6) years after termination of service to the client, whichever is later.
- 6.2 Ensure that client case records include the RSA Referral for Services, RSA authorization letter(s), the Client Service Plan, Monthly Progress Reports, annual evaluation report, records of services provision, date(s) of follow-up meetings(s) with the RSA counselor, notes from meetings, personnel time log of service provision, client's attendance logs, and client's satisfaction surveys.
- 6.3 Ensure that its personnel records include:
1. Copies of all 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.

- 6.4 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.
- 6.4.1 Have the management plan on file and make the plan available to RSA contract monitors 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 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 developing a client satisfaction survey and providing a copy of the survey to all clients upon the client's completion of the services for them to complete and sign. The Survey shall measure client satisfaction with services provided, goals obtained, and staff interaction, and their role in decision making process. The results of the client's satisfaction survey shall be kept in the client's case file.
- 6.5 Adhere to the Contractor Code of Conduct (Exhibit 2).
- 6.6 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
- 6.7 Adhere to Client Transportation Requirements (Exhibit 3), if a client is being transported by the Contractor during the service provision.

7.0 CONTRACTOR PERFORMANCE EVALUATION

- 7.1 **SERVICE OUTCOMES.** Expected outcome for these services is a client's development of those skills identified in the Client's Service Plan necessary for successful in employment, post secondary education/skill training or independent living.
- 7.2 **PERFORMANCE STANDARDS.** The Contractor shall meet the following performance standards during the contract year:
- 7.2.1 Performance Standard #1- Acceptance Rate: at a minimum, 90% of the RSA clients referred for services shall be accepted by the Contractor.
- 7.2.2 Performance Standard # 2- Successful Completion Rate: at a minimum, 80% of clients who were accepted by the Contractor shall successfully complete the objectives outlined in the Client Service Plan.
- 7.3 **EVALUATION.** RSA will conduct ongoing evaluation of the Contractor's performance in achieving the minimum acceptable service standards through the Contractor's monthly and quarterly reports and RSA data available through the RSA Database. The results of the evaluation will be shared with RSA Counselors as part of informed choice in selecting the services among available Contractors for these services.

8.0 NOTICES

- 8.1 The Contractor shall address all notices relative to this contract to the attention of:
RSA Contracts Unit Manager PO BOX 6123 Site Code 930A, Phoenix, Arizona 85005-6123.
- 8.2 The Contractor shall submit all correspondence regarding individual service requests and payment to the requesting ADES staff.

9.0 PAYMENT UNIT

- 9.1 Payment shall not exceed the RSA fee (s) listed in the RSA Fee Schedule. The fees indicate the maximum payment rates.
- 9.2 The fees 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 The SERVICE UNIT is one hour or sixty (60) minutes of the Contractor's time spent providing services.
- 9.4 The RSA Fee Schedule is based on the service setting and travel requirements for the service provision.
- 9.4.1 Individual Setting means actual time spent providing services to one client.
- 9.4.2 Group Setting means actual time spent providing services to a client who is in attendance in a group of two (2) to six (6) clients.
- 9.4.3 Facility Based Service Provision means that services are provided at the Contractor's business location or facility location.
- 9.4.4 Local Itinerant Service Provision means that the Contractor's round trip from the Contractor's business location to the site of service provision is less than 35 miles.
- 9.4.5 Distant Itinerant Service Provision means that the Contractor's round trip from the Contractor's business location to the site of service provision is more than 35 miles and less than 60 miles.
- 9.4.6 Long Distance Itinerant Service Provision means that the Contractor's round trip from the Contractor's business location to the site of service provision is more than 60 miles.
- 9.5 Payment will be made by the Department upon receipt and acceptance of required reporting documents stated below.
- 9.6 The Contractor shall bill RSA only for the number of hours that have been provided up to the number of service units authorized by the VR Counselor. The number of service units authorized by the VR Counselor is based on the individual client's needs as discussed and agreed among the VR Counselor, the client and the Contractor prior to authorizing services.

10.0 REPORTING REQUIREMENTS

- 10.1 Program Reports. The Contractor shall submit:
1. Monthly Progress Reports (Exhibit 4) within fifteen (15) days following the month in which services were delivered to the referring RSA Counselor;
 2. Quarterly Reports (Exhibit 5) within thirty (30) days following the end of each quarter to a designated District Contract Specialist and the RSA Contracts Unit Manager; PO BOX 6123 Site Code 930A; Phoenix, AZ 85005.
- 10.2 Finance Reports. The Contractor shall submit a Contractor Billing Form (Exhibit 6) to the designated RSA billing office within fifteen (15) days following the end of each service month. If a Contractor Billing Form is improperly submitted or contains an error, RSA staff will notify the Contractor in writing following receipt of the form.
- 10.2.1 Billable hours include time spent:
1. With the client face-to-face or using other communication methods (e.g. phone calls) provided that service provision lasted longer than 15 minutes.
 2. With a community agency representative (related to access to community services) face to face or by phone calls to resolve issues raised by the client or other party provided that service provision lasted (15) minutes or longer.
 3. With an RSA Counselor face-to-face or by phone calls to discuss specific issues pertaining to the client, provided that service provision lasted longer than 15 minutes.
 4. With a group of two to six clients providing services.

10.2.2

Billing:

1. When billing for group setting, the number of hours spent should be divided by the number of clients who attended the group to determine a prorated billing amount per client. For example: If a group of five clients are provided two hours of services at an hourly fee of \$100, the billing amount of \$ 200 (2 hours multiplied by \$ 100) would be divided by five (5) to establish the \$40 per client (\$200 divided by 5=\$40 per client).
2. Routine follow up calls with the client, the RSA Counselor or any other party are not billable.
3. At the end of a reporting period, the total time spent with the client shall be rounded 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.

10.3

Other Reports: RSA reserves the right to request the Contractor to submit additional or revised reports related to the service provision.

RSA FEE SCHEDULE

SERVICE	FEE PER HOUR
Individual Facility Based	\$ 50.00
Individual Local Itinerant	\$ 56.00
Individual Distant Itinerant	\$ 68.00
Individual Long Distance Itinerant	\$ 76.00
Group Facility Based	\$ 78.00
Group Local Itinerant	\$ 86.00
Group Distant Itinerant	\$ 106.00
Group Long Distance Itinerant	\$ 114.00

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Rehabilitation Services Administration
SERVICE PLAN

GENERAL INFORMATION

Service type:
Client Name and RSA ID Number:
Referring RSA Counselor's name:
Date of meeting:
Contractor name , address and phone number
Contract Number:

CLIENT'S SERVICE NEEDS ASSESSMENT

Counselor's Referral question(s) or concerns:

Client's present or baseline level of skills; current concerns or service needs:

Other areas relevant to the service provision and client's accomplishment of service objectives:

Client's accommodation and assistive technology needs necessary for successful completion of the service objectives:

Attach a written assessment report to include recommendations for services

Exhibit 2

Code of Conduct

The Contractor shall adhere to the following Code of Conduct:

1. The Contractor, its personnel, subcontractors and any other individuals on the Contractor's premises shall:
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. Always act in a professional manner, honor commitments, treat RSA clients with respect, dignity, and courtesy, and project a positive attitude.
 - g. 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

- 1.0 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 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:
 - 1.3.1 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;
 - 1.3.2 The Contractor's personnel shall assist the client, dependent(s) and/or care-giver(s) to enter and exit the vehicle as is necessary;
 - 1.3.3 The Contractor shall 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;
 - 1.3.3.1 Child safety restraint seats shall be used in accordance with ARS § 28-907.
 - 1.3.4 Contractor's personnel and client, dependent(s) and/or care-giver(s) shall 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;
 - 1.3.5 The Contractor shall provide a safe vehicle loading and unloading area, away from moving traffic and hazardous obstructions;
 - 1.3.6 Clients, dependents and/or care-givers with special mobility needs shall be provided transportation in a vehicle adapted to those needs.
 - 1.3.6.1 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.
 - 1.3.7 The Contractor shall 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;
 - 1.3.7.1 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.
 - 1.3.8 All vehicles used for this service shall have valid registration and license plates.
 - 1.3.8.1 All vehicles used for this service shall have at least the minimum level of insurance required by the State of Arizona.
 - 1.3.8.2 All vehicles used for this service shall be constructed for the safe transportation of persons. All seats shall be securely fastened to the body of the vehicle.
 - 1.3.9 Individuals providing transportation shall be a minimum of eighteen (18) years of age and possess a valid Operator's License or Chauffeur's License.
 - 1.3.9.1 The Contractor shall require 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.
 - 1.3.9.2 The Contractor shall provide an Identification Card to all persons providing transportation, whether paid or volunteer;
 - 1.3.10 The Contractor shall escort all persons, under the age of 18 and without an adult in accompaniment, to their final destination and not leave them unattended.
 - 1.3.11 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.
 - 1.3.11.1 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.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Rehabilitation Services Administration

MONTHLY PROGRESS REPORT

Service Type:	Reporting period (insert month and year)
Client's name:	Client's RSA ID Number:
Contractor's Name and Address:	Contract Number:
Referring VR Counselor's Name:	
Number of service units authorized for this reporting period: Number of service units billed : Number of service units remaining:	

CLIENT'S PROGRESS UPDATE

Client progress in achieving service objectives and how the progress was measured:

Problems/issues that client is encountering (describe).

Concerns, recommendations, additional support provided (discuss).

Preparer's printed name _____

Preparer's signature _____ Date :_____

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Rehabilitation Services Administration

MONTHLY PROGRESS REPORT

Client's RSA ID Number:

Contract Number:

SERVICE OBJECTIVES AND OUTCOMES

Each objective must be expressed in measurable term and statements. The following information is required for each service objective:

List each client's objective as specified in the Client Service Plan	Accomplished within anticipated time		Describe activities and services provided during this reporting period
	Yes	No	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
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	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Rehabilitation Services Administration
QUARTERLY REPORT

REPORTING QUARTER:
CONTRACT YEAR:

Contractor's Name:
Contract Number:
Service Type:

Number of clients referred:	Number of clients accepted:
Number of clients who completed services:	Number of clients who dropped out or case closed unsuccessfully:

- 1 . Describe service program problems (e.g. decrease or no referrals from RSA, reduction in subcontract work available, staff turnover, etc.).

2. What actions are you taking to resolve these problems?

3. RSA CLIENT NEEDS/CONCERNS (describe the problems, if any, that RSA client are experiencing that RSA could address).

Preparer's signature and date: _____

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Rehabilitation Services Administration

CONTRACTOR BILLING FORM

Date

Billing period (enter day, month and year)

Contractor's name, address and phone number
Contract Number
Contractor's FEI or SSN Number
RSA client's name

Service	RSA Authorization Number	Service Unit	Contract Rate	Billed dollar amount (in \$)
TOTAL				

"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."

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

Name:

Title:

Phone Number

PREPARER'S SIGNATURE _____

Date: _____

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

1. PROVIDER INFORMATION

Legal Business Name Gila County, Division of Health and Community Services,		
Doing Business As Gila Employment and Special Training		Tax Identification Number 86- 86-6000444
Mailing Address(City State Zip Code) 5515 South Apache Ave. Suite 200 Globe, AZ 85501		
Remit To/ Billing Address (City State Zip Code), if different than mailing address		
Contact Name and Title David B. Caddell, GEST Program Manager		
Phone Number 928-402-8664	Fax Number 928-425-9468	E-mail dcaddell@co.gila.az.us
Video Phone	Website http://www.gilacountyaz.gov	TTY Number 7-1-1
Name and Title of Authorized Signatory: Shirley L. Dawson, Chairman, Gila County Board of Supervisors		

2. SERVICE INFORMATION

Do you provide this service in any language (s) other than English? Yes No If yes, check all boxes that apply: Spanish Sign Language Other (specify)

Check service type you propose to provide:

- Orientation and Adjustment to Disability Orientation and Mobility Training
 Independent Living Skills Development

3. QUALIFICATIONS List all your licenses applicable for the services listed above

License/certificate type and number	Date Issued	Expiration Date	Issuing agency
1.			
2.			

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

Professional Sanctions: Disclose information about any current or past (within last five years) legal actions, sanctions, or debarments for which you were involved. Use supplemental sheet to summarize the issue if needed.

None

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

4. FACILITY LOCATION AND STAFFING CHART

Indicate geographic areas in which you provide services

<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

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 South Apache Ave. Suite 200 Globe, AZ 85501, Gila		
Telephone Number 928-425-7631	Fax Number 928-425-9468	Email address dcaddell@co.gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of Operation Monday to Friday 8 AM to 5 PM, except Legal Holidays.		

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 that will provide this service at this location:

First and Last name	Employee Subcontractor	Years of experience	License /certificate Number
David Caddell	S <input type="checkbox"/> E <input checked="" type="checkbox"/>	14	
Catherine Levario	S <input type="checkbox"/> E <input checked="" type="checkbox"/>	4	
Patricia Rocha	S <input type="checkbox"/> E <input checked="" type="checkbox"/>	5	
Phillis Weaver	S <input type="checkbox"/> E <input checked="" type="checkbox"/>	14	
	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:

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

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

INSTRUCTIONS

Legal Business Name: This is the name and address that is reported to the Internal Revenue Service (IRS) for tax reporting purposes). If business is a medical, dental, psychological services group, indicate the name of the individual for whom the Application applies.

Contact Person. The name, title, telephone number and e-mail address of the authorized person(s) who should be contacted to answer questions regarding this Application.

Doing Business As. The "doing business as" (DBA) name may be different from the legal business name reported above. The "doing business as" name is the name the supplier is generally known by to the public.

Tax Identification Number. The Tax Identification Number issued by the IRS for the provider completing this form. This is the number issued by the IRS and used to report tax information to the IRS. If a sole proprietor, Social Security Number may be used.

Qualifications Information. The name(s) of all licenses that you have that allows you to operate the business or provide services for which you applied. List organizations that have accredited your company, or from which you have applied for accreditation; Indicate specific area (s) in which you are accredited. A copy of all licenses, certifications or accreditations shall be submitted along with the Application.

Sanctions - Disclose information about any current or past (within last five years) legal actions, sanctions, or debarments for which you were involved. Sanctions would include, but are not limited to, debarment from any Federal program or state programs. This includes any actions taken against any member of the board of directors, chief corporate officers, high-level employees, affiliated companies, network members or subcontractors. Provide additional information regarding any previous or current sanctions.

Facility Location and Staffing Chart

Indicate all physical addresses where you provide services. Post office boxes and drop boxes are not acceptable for physical addresses. The physical address(s) must be the actual address(s) where you conduct business with customers. Address(s) must be the address(s) where customers can contact you directly. Please use only postal abbreviations. Zip code and telephone number (with area code) must be included. Providers with multiple locations: Facility Location Chart must be completed for each location.