

**UNIFORM TERMS AND CONDITIONS**  
Version 9

**1. Definition of Terms**

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

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

**2. Contract Interpretation**

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 2.3.1. Special Terms and Conditions;
  - 2.3.2. Uniform Terms and Conditions;
  - 2.3.3. Statement or Scope of Work;
  - 2.3.4. Specifications;
  - 2.3.5. Attachments;
  - 2.3.6. Exhibits;
  - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### **3. Contract Administration and Operation**

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract.

The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.12. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States.

Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

#### 4. **Costs and Payments**

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

#### 5. **Contract Changes**

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such

changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

### 6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

### 6.4. Force Majeure

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which

such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

## **7. Warranties**

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## 8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
- 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

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

## 9. **Contract Termination**

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5. Termination for Default.
- 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. **Comments Welcome**

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

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

- 1.0** **Definition of Terms.** In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply:
- 1.1 **"Award Date"** means the date the contract is executed by the Department. This may or may not be the same date as the "Effective Date" which is the date specified on the Offer and Award or Signature page.
- 1.2 **"Department"** means the Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 1.3 **"Effective Date"** means the date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature page.
- 1.4 **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).
- 1.5 **"May"** indicates something that is not mandatory but permissible.
- 1.6 **"Shall, Must"** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 1.7 **"Should"** indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.
- 1.8 **"Vulnerable adult"** means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment
- 2.0** **Advertising, Publishing and Promotion of Contract.** In addition to the terms and conditions in Section 3.6 of the Uniform Terms and Conditions, the following shall apply:
- 2.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:
- 2.2 "This program was funded through a contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."
- 3.0** **Audit.** In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:
- 3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:
1. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
  2. Summary schedule of prior audit findings
  3. Auditor's Reports (detailed in the A-133)
  4. Corrective Action Plan.
- 3.2 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

- 3.3 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.
- 3.4 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.
- 3.5 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.
- 4.0 **Availability of Funds.**
- 4.1 The Department may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.
- 5.0 **Background Checks for Employment through the Central Registry.** If providing direct services to children or vulnerable adults, the following shall apply:
- 5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 5.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
1. Any person who applies for a contract with this State and that person's employees;
  2. All employees of a contractor;
  3. A subcontractor of a contractor and the subcontractor's employees; and
  4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 5.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 5.4
1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
  2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 5.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:
1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
  2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.

The Certification for Direct Service Position is located at:

<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc>

- 5.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 5.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check form is located at: <https://www.azdes.gov/opac/>
- 6.0 Certification of Cost or Pricing Data.**
- 6.1 By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.
- 7.0 Certification Regarding Lobbying.**
- 7.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20. (Attachment)
- 8.0 Code of Conduct.**
- 8.1 The Contractor shall avoid any action that might create or result in the appearance of having:
1. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
  2. Acted on behalf of the State without appropriate authorization;
  3. Provided favorable or unfavorable treatment to anyone;
  4. Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;
  5. Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,
  6. Loss of impartiality when advising the State
- 9.0 Competitive Bidding.**
- 9.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.
- 10.0 Compliance with Applicable Laws.** In addition to the terms and conditions in section 7.6 of the Uniform Terms and Conditions, the following shall apply:
- 10.1. In accordance with A.R.S. §36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- 10.2 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.
- 10.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended .
- 10.4 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian

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

- 10.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.
- 11.0 Confidentiality.**
- 11.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.
- 11.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.
- 12.0 Contract Term and Option to Extend.**
- 12.1 The term of the resultant contract shall be effective the date specified on Signature page and shall remain in effect until the specified date, unless terminated or cancelled.
- 12.2 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside of the effective dates).
- 13.0 Cooperation.**
- 13.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).
- 14.0 Data Sharing Agreement.**
- 14.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the DES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each DES Program sharing confidential data.
- 15.0 Equipment.**
- 15.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.
- 15.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.
- 15.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as

to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.

- 15.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.
- 15.5 Under a fixed price contract, Section 15.1 through 15.4 do not apply unless specifically required by federal or state law.
- 16.0 **Reserved.**
- 17.0 **Evaluation.**
- 17.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.
- 17.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.
- 18.0 **E-Verify.**
- 18.1 In addition to the terms and conditions in Section 3.10 of the Uniform Terms and Conditions, the following shall apply :
- 18.2 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, subsection A as may be amended. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- 18.3 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 18.4 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 18.5 The Department retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 18.2.
- 19.0 **Fair Hearings and Service Recipients' Grievances.**
- 19.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 19.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.
- 20.0 **Federal Immigration and Nationality Act.**
- 20.1 In addition to the terms and conditions in Section 3.9 of the Uniform Terms and Conditions, the following shall apply:
- 20.2 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance

and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

20.3 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract.

**21.0 Fees and Program Income.**

21.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

**22.0 Fingerprinting.**

22.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

22.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

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

22.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.

22.3.2 Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

22.4 Federally recognized Indian tribes will 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. § 36-594.01 (as may be amended).

**23.0 Inclusive Contractor.**

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

**24.0 Indemnification and Insurance.**

**24.1 Indemnification Clause:**

24.1 1. The parties to this contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by Contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona and the Department of Economic Security shall be responsible for their own negligence. Each party to this contract is responsible for its own negligence.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

24.2 Insurance Requirements:

24.2.1 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

24.2.2 The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **Minimum Scope And Limits Of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include coverage for sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident \$ 500,000

- Disease – Each Employee \$ 500,000
- Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

- B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  - 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **Notice Of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise** and shall be sent by certified mail, return receipt requested.

- D. **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

- E. **Verification Of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** unless the Scope of Work Reporting Requirements specifies otherwise. The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

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

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

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

**25.0 IT 508 Compliance.**

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

**26.0 Levels of Service.**

26.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

- 26.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.
- 26.3 Any administration within the Department may obtain services under this contract.
- 26.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.
- 26.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.
- 26.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.
- 27.0 **Monitoring.**
- 27.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.
- 28.0 **Non-Discrimination.** In addition to the terms and conditions in section 3.2 of the Uniform Terms and Conditions, the following shall apply:
- 28.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- 28.2. If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.
- 28.3 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- 28.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:  
 "Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here*) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (*insert Contractor name here*) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (*insert Contractor name here*) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Contractor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (*insert Contractor contact person and*

phone number here)" Para obtener este documento en otro formato u obtener información adicional sobre esta política, (insert Contractor contact person and phone number here)"

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

29.1 All notices shall reference the contract number.

29.2 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:

1. Change of telephone number;
2. Changes in the name and/or address of the person to whom notices are to be sent;
3. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
4. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

**30.0 Reserved**

**31.0 Order of Precedence.**

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

1. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  1. Division/Administration Special Terms and Conditions;
  2. ADES Special Terms and Conditions;
  3. Uniform Terms and Conditions;
  4. Scope of Work or Specification;
  5. Attachments;
  6. Exhibits;
  7. Documents referenced or included in the Solicitation.

**32.0 Pandemic Contractual Performance.**

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

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

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

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

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

33.1 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 the amount of the Release Order may be increased or decreased throughout the term of the contract without amending the contract. A client specific referral is considered a form of release order as well as a Purchase Authorization or other similar named document.

33.2 The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.

33.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either offset the amount or withhold payment up to the amount in dispute or default.

33.4 Under no circumstances will the Department make payment to the Contractor that exceeds the units authorized as stated in section 33.1.

33.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

**34.0 Payment Recoupment.**

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

1. Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
2. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
3. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
4. Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
5. Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
6. Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
7. Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
8. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
9. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
10. Any payments made for services rendered before the contract begin date or after the contract termination date.

**35.0 Personnel.**

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

**36.0 Predecessor and Successor Contracts.**

36.1 The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

**37.0 Professional Standards.**

37.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.

**38.0 Rate Increase.**

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

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

38.3 The Contractor shall submit the request for a rate increase to:

**Procurement Manager, Contracts Administration**

ADES Office of Procurement

1789 West Jefferson, Site Code 805Z

Phoenix, Arizona, 85007

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

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

1. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
2. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
3. Include time and attendance records for individual employees to support all salaries and wages paid;
4. For Fixed Price with Price Adjustment contracts, include:
  1. Records of the source of all receipts and the deposit of all funds received by the Contractor;
  2. Original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
  3. A complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
  4. Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures

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

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

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

**40.0 Relationship of Parties.**

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

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

**41.0 Reporting Requirements.**

- 41.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: with the exception of the last month of the contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 15th day following the end of each month during the contract term. Failure to submit accurate and complete reports by the 15th day following the end of each month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.
- 41.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 45th day following the end of the each contract term. The final fiscal report for the contract term shall include all adjustment to prior financial reports submitted for the contract term.
- 41.3 No later than the 45th day following the termination of this contract, Contractor shall submit to the Department a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.
- 41.4 All reports shall reference the contract number and be submitted to the person designated by the Department.
- 42.0 Responsibility for Payments Indemnification.**
- 42.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
- 43.0 Reserved.**
- 44.0 Subcontracts.** In addition to the terms and conditions in section 5.2 of the Uniform Terms and Conditions, the following shall apply:
  - 44.1 Prior to adding a subcontractor to the contract, the Contractor shall submit a formal, written request to the Procurement Officer. The request shall:
    - 44.1.1 Be on the Contractors company letterhead;
    - 44.1.2 Be signed by an authorized representative of the Contractor; and
    - 44.1.3 Contain the following information:
      1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
      2. The certifications required of the subcontractor (if any);
      3. The subcontractor's small business status (if applicable);
      4. The type of goods and/or services to be provided by the subcontractor;
      5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
      6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.
    - 44.1.4 The State reserves the right to request additional information deemed necessary about any proposed subcontractor.
  - 44.2 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department within five (5) calendar days of the request.
- 45.0 Substantial Interest Disclosure.**
- 45.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

- 45.2 Leases or rental agreements or purchase of real property which would be covered by Section 44.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 45.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.
- 46.0 Supporting Documents and Information.**
- 46.1 In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
- 47.0 Suspension or Debarment.**
- 47.1 In addition to the terms and conditions in section 9.3 of the Uniform Terms and Conditions, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment).
- 48.0 Technical Assistance.**
- 48.1 The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.
- 49.0 Termination for Any Reason.**
- 49.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.
- 49.2 In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended the provisions of this paragraph shall not apply.
- 49.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.
- 50.0 Termination for Default.** In addition to the terms and conditions in section 9.5 of the Uniform Terms and Conditions, the following shall apply:
- 50.1 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.
- 51.0 Transfer of Knowledge.**
- 51.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.
- 52.0 Transition of Activities.**
- 52.1 In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor

under this contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

**53.0 Unallowable Costs.**

53.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

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

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

**54.0 Visitation, Inspection and Copying.**

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

**55.0 Warranty of Services.**

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

**56.0 Limited English Proficiency**

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

**57.0 Cooperation with the Department's Investigation**

57.1 All contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any ADES investigation, including but not limited to an Investigation by Division or Internal Affairs. Failure to adhere to this policy may result in ADES taking whatever actions it deems appropriate, from removal of the subject and or witness from working with ADES clients up to terminating the contract with ADES.

**SCOPE OF WORK**  
**Rehabilitation Instructional Services (RIS)**  
for individuals with various disabilities

**1.0 ARIZONA DEPARTMENT OF ECONOMIC SECURITY (ADES) MISSION AND VISION STATEMENTS**

- 1.1 ADES Mission: ADES promotes the safety, well-being, and self-sufficiency of children, adults, and families.
- 1.2 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.
- 1.3 Rehabilitation Service Administration (RSA) Mission: RSA will partner with eligible individuals who have disabilities to achieve employment outcomes and enhanced independence by offering comprehensive services and supports.

**2.0 PURPOSE OF CONTRACT**

- 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 Legal Authority
  - 2.2.1 Arizona Revised Statute (A.R.S.) §41-1954(A)(6) provides the ADES the authority to enter into contracts and incur obligations within the general scope of its activities and operations subject to the availability of funds.
  - 2.2.2 RSA is authorized to provide this service under the Rehabilitation Act of 1973, as amended (29 USC Chapter 16, Subchapter I and Subchapter VII) and 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.
- 2.3 Projected Utilization
  - 2.3.1 It is the intent of ADES/RSA to ensure the service provision throughout the State of Arizona. This service is provided on an as needed basis. 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 Scope of Work, Definitions.
- 3.3 Rehabilitation Instructional Services includes a variety of instructional and rehabilitation 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.
- 3.4 Rehabilitation Instructional Services include:
  - 3.4.1 Orientation and Adjustment to Disability services,
  - 3.4.2 Orientation and Mobility Training services,
  - 3.4.3 Independent Living Skills Development services.

- 3.5 These services are not intended to:
  - 3.5.1 Provide job development and placement assistance;
  - 3.5.2 Assess the client’s vocational skills or conduct a situational assessment
  - 3.5.3 Teach specific vocational skills;
  - 3.5.4 Provide therapeutic or other counseling interventions to address significant behavioral; or psychological issues.
  
- 3.6 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).
  
- 3.7 Background Information
  - 3.7.1 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.
  - 3.7.2 Through the provision of VR services, RSA assists individuals in achieving 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.
  - 3.7.3 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 CONTRACTOR REQUIREMENTS**

The Contractor shall:

**4.1 GENERAL REQUIREMENTS**

- 4.1.1 Provide services that are culturally relevant and linguistically appropriate to the population being served.
- 4.1.2 Communicate, either directly or through the assistance of professional services, in the native language of clients who have limited speaking ability or English is not their primary language and use all other appropriate and effective modes of communications used by clients (e.g., Spanish language, American Sign Language, etc.).
- 4.1.3 Make reasonable accommodations under the American with Disabilities Act (ADA) of 1990, as amended, to allow a person with a disability to take part in the training program (a wheelchair accessible location, enlarged print, etc.).

**4.2 SERVICE REQUIREMENTS**

- 4.2.1 Have a written program description that includes methods, strategies, techniques or tools to be used to assist clients in developing the skills and/or accomplishing service objectives stated in the *Client Service Summary* form (Exhibit A).
  - 4.2.1.1 This form is in Excel format and it consists of four worksheets (tabs):
    - 4.2.1.1.1 *Assessment* (Tab 1)
    - 4.2.1.1.2 *Monthly Progress Report* (Tab 2)
    - 4.2.1.1.3 *Client Attendance* (Tab 3)
    - 4.2.1.1.4 *Service Closure* (Tab 4)
- 4.2.2 Provide ASSESSMENT services as follows:
  - 4.2.2.1 Review and be familiar with the referral information and disability-related issues submitted by the referring RSA counselor via the *Referral for Services* prior to the initial meeting with the client.
  - 4.2.2.2 Schedule a meeting with the client, and the client’s representative if appropriate, and the referring RSA counselor for an in - person meeting within seven (7) business days upon

receipt of a *Referral for Services* form and a written RSA Purchase Authorization to discuss the client's disability related issues and assessment of service needs.

- 4.2.2.3 Assess the client's service needs by using existing information provided by the RSA Counselor (e.g. vocational assessment, psychological assessment, school records, etc.) and /or information provided by the client and, where appropriate, by the client's family or representative(s) as a primary source of information to the maximum extent possible and appropriate, and in accordance with confidentiality requirements.
- 4.2.2.4 Complete and submit:
  - 4.2.2.4.1 The *Client Service Summary form* (Exhibit A), *Assessment section* (Tab 1) identifying the client's service needs and services to be provided that shall lead towards achievement of a successful attainment of desired skills.
  - 4.2.2.5 Schedule and participate in a face to face meeting with the client, the RSA Counselor, and the client's legal guardian(s) (if necessary) in order to review the results of the assessment and recommendations for RIS services.
- 4.2.3 Provide REHABILITATION INSTRUCTIONAL SERVICES as follows:
  - 4.2.3.1 Schedule a meeting with the client within seven (7) business days for service provision upon receipt of a written RSA Purchase Authorization.
  - 4.2.3.2 Utilize modified equipment, fixtures, material or any other aids deemed necessary in order to meet the physical, mental or sensory needs of the client.
  - 4.2.3.3 Use appropriate instructional techniques and resources in respect to cultural, gender, and lifestyle differences.
  - 4.2.3.4 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.
  - 4.2.3.5 Prior to making any changes to the level of service provision (e.g. increase or decrease of units of service or service setting), obtain the RSA Counselor's approval. A new or amended RSA Purchase Authorization may be issued to reflect these changes. Verbal authorizations are not permitted. If the client's service objectives change during the service provision, revise the *Client Service Summary form* (Exhibit A), *Assessment section* (Tab 1), include the date of revision, and obtain the RSA Counselor's and the client's approval of the revision.
  - 4.2.3.6 Notify the referring RSA Counselor as follows:
    - 4.2.3.6.1 Update monthly the client's progress by completing and submitting the *Client Service Summary form* (Exhibit A), *Monthly Progress Report section* (Tab 2) and *Client Attendance section* (Tab 3);
    - 4.2.3.6.2 Contact the RSA Counselor within one business day if the client is encountering serious difficulties and problems that interfere with successful completion of the agreed upon objective(s); and
    - 4.2.3.6.3 Complete service closure, for whatever reason, by completing and submitting the *Client Service Summary form* (Exhibit A), *Service Closure section* (Tab 4).
  - 4.2.3.7 Schedule meetings with the RSA Counselor and the client, as needed, either via phone or in person to discuss the client's progress toward the achievement of the established service objective.
  - 4.2.3.8 Provide the client with instructional material as appropriate, (text book, CD, or other format) to be used for retention of learned skills and application in real employment.

#### 4.3 QUALIFICATION REQUIREMENTS

- 4.3.1 Require its personnel who will provide services and prepare progress reports to meet the following requirements:
  - 4.3.1.1 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
  - 4.3.1.2 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

- 4.3.1.3 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.
- 4.3.2 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:
  - 4.3.2.1 On a limited **basis** and when assigned tasks that would be considered preliminary or less technical in nature, and
  - 4.3.2.2 Under the direction and supervision of staff member who meets the criteria in 4.3.1 above.
- 4.3.3 Sign Language Interpreting
  - 4.3.3.1 Have a documented Sign Communication Proficiency Interview (SCPI) rating of Intermediate and above; or
  - 4.3.3.2 Have American Sign Language Teacher’s Certification (ASLTA) Qualified or Professional levels; or
  - 4.3.3.3 Have any of the following national certification for sign language interpreting *and a valid license for interpreting in the State of residence or in State of Arizona when services are provided in Arizona*:
    - 4.3.3.3.1 National Interpreter Certification (NIC),
    - 4.3.3.3.2 Registry of Interpreters for the Deaf (RID)/Certificate of Interpretation, or
    - 4.3.3.3.3 National Association of the Deaf Interpreting Certification (NAD) IV or V.
- 4.3.4 Foreign Language
  - 4.3.4.1 Have basic competence in the subject language and ability to interpret effectively, accurately and impartially.
- 4.4 ADMINISTRATIVE REQUIREMENTS
  - 4.4.1 Establish and maintain a case file record for all RSA clients who received these services to include the following:
    - 4.4.1.1 *RSA Referral for Services*;
    - 4.4.1.2 *RSA Purchase Authorization (s)*;
    - 4.4.1.3 *Client Service Summary (Exhibit A) including Assessment (Tab 1), Monthly Progress Report (Tab 2), Client Attendance (Tab 3), and Service Closure Report (Tab 4)*;
    - 4.4.1.4 The Contractor’s personnel time spent providing service; and
    - 4.4.1.5 Other documents relevant to the service provision.
  - 4.4.2 Have a quality management plan in order to continuously monitor the delivery of services and to ensure that the service provision meets the client’s objectives to include the following:
    - 4.4.2.1 Incident management, corrective action and preventions;
    - 4.4.2.2 Complaints and grievances;
    - 4.4.2.3 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; and
    - 4.4.2.4 Routine monitoring of Contractor personnel and subcontractors to ensure the effectiveness of the relationship between the client and direct service personnel.
  - 4.4.3 Adhere to the *Contractor Code of Conduct (Exhibit B)*.
  - 4.4.4 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](http://www.access.gpo.gov/nara/cfr/waisidx_02/34cfr361_02.html)

**5.0 PERFORMANCE EVALUATION**

**5.1 Service Outcome**

The outcome for RIS services is for the client to acquire the skills necessary for successful employment as stated in the Client Services Summary (Exhibit A, Tab 1 and Tab 2).

5.2 Client Skill Level shall be measured as:

5.2.1 0-client demonstrates no skills;

5.2.2 1-client demonstrates limited or inconsistent skill performance;

5.2.3 2-client demonstrates basic, but inconsistent skill performance;

5.2.4 3-client demonstrates good and consistent skill performance;

5.2.5 4-client demonstrates superior skill performance.

5.3 Performance Standards

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

5.3.1 Performance Standard 1: At a minimum, 80% of clients who were accepted by the Contractor and fully participated in the program shall have acquired and demonstrated Skill Level 3 for each skill stated in the Client Services Summary (Exhibit A, Tab 1 and Tab 2).

5.3.2 Clients who drop out of the program due to their dissatisfaction with the quality of the Contractor's service provision will be counted toward the Performance Standards.

5.3.3 Client's who drop out due to personal reasons, other than dissatisfaction with the Contractor's service provision, (e.g. medically-related conditions, incarceration, closed by RSA, or other reasons that cannot be attributed to the quality of the Contractor's service provision, etc.) will not be counted toward the Performance Standards.

5.4 ADES/RSA will conduct ongoing evaluation of the Contractor's performance in achieving the performance standard through the Contractor's monthly report and the data collected through the ADES/RSA Database.

## 6.0 NOTICES

The Contractor shall submit:

6.1 Contract related issues to RSA Contracts Unit at [RSAContractsUnit@azdes.gov](mailto:RSAContractsUnit@azdes.gov)

6.2 Correspondence regarding individual service requests to the requesting RSA staff.

## 7.0 PAYMENT

7.1 Payment for RIS services shall be made to the Contractor in accordance with the payment units specified on the RSA Fee Schedule (Exhibit C) for each service type.

7.2 Payment for each service type is all inclusive which means it includes the Contractor's staff time, administrative cost, research, report preparation, time lost due to client missed appointment ("no shows"), travel time, and other cost associated with the service provision. RSA will not pay for these costs separately.

7.3 PAYMENT UNITS. The RSA Fee Schedule is based on the service setting and travel requirements for the service provision.

7.3.1 **Hourly Rate-Individual Setting.** One (1) Hour or sixty (60) minutes of actual time spent providing services to one RSA client.

7.3.2 **Hourly Rate - 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.

7.3.3 Facility Based Service Provision means that services are provided at the Contractor's business location or facility location.

7.3.4 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.

- 7.3.5 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.
- 7.3.6 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.
- 7.4 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 RSA Counselor. The number of service units authorized by the RSA Counselor is based on the individual client's needs as discussed and agreed among the RSA Counselor, the client and the Contractor prior to authorizing services.
- 7.5 Billable time for Hourly Rate
- 7.5.1 The Contractor shall bill for actual time spent with: the client, and/or the client's RSA Counselor to discuss client case; and /or other community providers who provide services to either face-to-face or using other communication methods (e.g. phone calls) when service provision is fifteen (15) minutes or more.
- 7.5.2 A partial hour shall be billed in increments of a quarter of an hour (15 minutes). The Contractor may round the total time spent with the client to the nearest quarter of an hour (15 minutes). Example: 22 hours and 15 minutes = 22.25 hours; 22 hours and 30 minutes = 22.5 hours; 22 hours and 45 minutes = 22.75 hours.

**8.0 REPORTING REQUIREMENTS**

The Contractor shall submit the following reporting documents:

- 8.1 TO RSA PAYMENT AND BILLING UNIT  
BY EMAIL @ [AIBInvoiceScanning@azdes.gov](mailto:AIBInvoiceScanning@azdes.gov)
- 8.1.1 A complete Contractor Invoice form (Exhibit D) within fifteen (15) calendar days following the end of each calendar month for all clients who received service during that reporting month.
- 8.1.2 For Assessment: A complete, *Client Service Summary form (Exhibit A)*, *Assessment section (Tab 1)* within ten (10) business days after the completion of the assessment;
- 8.1.3 For the provision of RIS services: a complete *Client Service Summary form (Exhibit A)*, following within fifteen (15) calendar days following the end of each calendar month to include:
  - 8.1.3.1 *Assessment section (Tab 1)* original or revised,
  - 8.1.3.2 *Monthly Progress Report section (Tab 2)* and *Client Attendance section (Tab 3)* to report the client's progress cumulatively since the service inception.
- 8.1.4 *Service Closure (Tab 4)* within seven (7) business days after the service closure for any reason.
- 8.2 TO REFERRING RSA COUNSELOR
- 8.2.1 Any unusual incidents verbally within one (1) business day of the occurrence and a written report of the unusual incident shall be submitted within three (3) business days to the referring RSA Counselor. Unusual incidents include, but are not limited to:
  - 8.2.1.1 Death of a client;
  - 8.2.1.2 Alleged neglect, abuse, mistreatment or exploitation of a client (by anyone);
  - 8.2.1.3 When the Contractor suspects that a client may be missing;
  - 8.2.1.4 Suicide attempts by the client;
  - 8.2.1.5 Client posing a threat to the physical or emotional well-being of an individual or Contractor's staff.
- 8.2.2 The client's absences within twenty-four (24) hours and in writing within three (3) business days.
- 8.3 TO RSA CONTRACTS UNIT

BY EMAIL @ [RSAContractsUnit@azdes.gov](mailto:RSAContractsUnit@azdes.gov)

8.3.1 *Facility Location Chart* (Exhibit E) to report any changes in Service Location or addition and deletion of subcontractors.

8.4 OTHER REPORTING

8.4.1 RSA reserves the right to request the Contractor to submit additional or revised reports related to the service provision and contract performance. Reporting requirements may change during the contract term. The Contractor will be notified in writing about any change in reporting forms.

SCOPE OF WORK  
Rehabilitation Instructional Services  
for individuals with various disabilities  
**DEFINITIONS**

- 1.0 **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:
- 1.1 Addressing various aspects of the client's disability and the impact of the disability on independent living and work;
  - 1.2 Development of adequate social functioning in clients who are experiencing personal and interpersonal problems, whether pertaining to temporary situational stress or a disabling condition;
  - 1.3 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;
  - 1.4 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.
  - 1.5 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
  - 1.6 Guidance and assistance in developing natural supports in the community;
  - 1.7 Instruction in personal habits, responsibility and productive decision making;
  - 1.8 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.).
- 2.0 **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:
- 2.1 Safe transfer and travel techniques;
  - 2.2 Instruction in how to follow directions in order to reach a specific location;
  - 2.3 Safe navigation of streets techniques;
  - 2.4 Communication skills and strategies for contact with the public;
  - 2.5 Use of public transportation and knowledge of routes and stops;
  - 2.6 Use of the telephone for information and emergency procedures.
- 3.0 **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:

SCOPE OF WORK  
Rehabilitation Instructional Services  
for individuals with various disabilities  
**DEFINITIONS**

- 3.1 Personal appearance, hygiene and grooming;
- 3.2 Learning to organize and dress for school or work (selection of appropriate attire);
- 3.3 Personal safety;
- 3.4 Personal management of medication(s);
- 3.5 Use of simple (low-technology) adaptive aids and devices
- 3.6 Appropriate use of personal care attendants;
- 3.7 Appropriate interpersonal skills necessary for successful integration into the community;
- 3.8 Financial planning, money management and budgeting, etc.
- 3.9 Meal planning and nutrition, etc.



		POLICY NUMBER	Page 1
		DES 1-01-34	
CHAPTER	ARTICLE		
01 Department of Economic Security	01 Director		
SUBJECT	EFFECTIVE DATE	REVISION	
34 Limited English Proficiency	06-14-11	1	

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

**I. POLICY STATEMENT**

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

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

**II. AUTHORITY**

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

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

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

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

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

### III. OVERVIEW

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

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

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

### IV. SCOPE

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

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

## V. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

## VI. STANDARDS

- A. **General statement:** All Department staff shall provide services to Department customers in a manner that ensures the customer has meaningful access to their programs and activities for all persons, including those persons who have limited English proficiency.
- B. **Compliance and enforcement:** It is the responsibility of each Executive Leader overseeing a Department work unit, program, or administrative area to ensure that activities within the Executive Leader's work unit are conducted consistent with both the Department LEP policy and the specific work unit LEP procedure.
- C. **Work unit procedures:** Each work unit identified as warranting language assistance services shall develop specific written procedures related to language assistance services applicable to its program activities. These procedures must be consistent with the standards listed in the Department LEP policy. Written procedures shall address the following areas:
  1. Provision of language services generally;

2. Identification and assessment of language needs;
  3. Oral language assistance services;
  4. Written translations;
  5. Oral and written notification of the availability of language services;
  6. Issue resolution rights;
  7. Staff training on language service provision; and
  8. Monitoring access to language assistance.
- D. Needs and capacity assessment:** The Department shall employ a four-step process to determine the need and capacity for LEP services. Specifically, each work unit shall determine and indicate in writing if it has direct contact with Department customers. If work unit determines that it does, then:
- Determine the number or proportion of LEP customers served;
  - Determine the frequency of contact between LEP customers and the program;
  - Assess the nature and importance of the program; and
  - Assess available resources.
1. ***Each work unit shall identify the steps in their service delivery process and identify the anticipated number of customer interactions that occur at each of these steps.*** These steps could include points of contact with Department staff where customers get information or staff take an action that affects a customer's ability to meaningfully participate in a Department program or activity. These points of contact include Department offices, telephone numbers regularly used by the public, outreach activities, informational and operational Web sites, and written notices. These contacts may be face-to-face, telephonic, written, or electronic.
  2. ***The Department shall identify the languages used by the populations it serves. Both the Department and each work unit shall use this information to determine the incidences in which the Department and work unit expect to interact with customers in various languages other than English.*** The Department shall use the most recent census data to determine overall language trends in Arizona. Other demographic data sources include information from other state agencies, commercial marketing data, school systems, community organizations, national ethnic organizations, the Internet, and internally gathered Department data. These trends will be used to determine the LEP population's alternative language needs. The Department will update this information with the issuance of new census data.
  3. ***Each work unit shall annually assess the language assistance needs of its LEP customers and the capacity of its programs to meet these needs.*** Work unit procedures shall include the methods used to conduct this assessment, including areas where it intends to use departmentally produced data, and the frequency with which it will complete the assessment.

4. ***Each work unit shall implement a process for gathering and recording LEP customer language preferences:***
  - a. The work unit procedures shall include sufficient detail to identify how the work unit gathers language preference information, where it stores the information, and how it will make the information readily available for future contact with LEP customers and for statistics-gathering purposes.
  - b. Each work unit procedure shall include the use of language preference posters in each local office. These posters are designed to provide an opportunity for LEP persons to self-declare their language preference during local office contacts. The Department shall prominently display posters in all its offices in which customer interaction is anticipated. These posters are developed, transmitted, and maintained as a departmental function.

**E. Oral language assistance:**

1. ***Each component, program, or administrative work unit of the Department shall arrange for oral language assistance to LEP customers in face-to-face and telephone contact:*** Work unit procedures shall identify the processes for providing oral language assistance and the method for obtaining these services. The oral language assistance portion of the work unit procedures for identifying individuals with LEP shall be consistent with those outlined in this policy. LEP services shall be provided free of charge upon the request of the customer. Work units may identify approaches specific to their work unit, but all procedures shall include the minimum Department standard of ensuring that the provision of bilingual/interpretive services is prompt and without undue delays. Necessary time frames may vary based upon the nature and importance of the service. For example, time frames for emergency services may be different from those time frames for non-emergency services. In most circumstances, this requires language services to be available within reasonable time frames during all operating hours by:
  - a. Establishing interpreter service contracts. The Department maintains contracts with multiple vendors to provide verbal interpretation. The Office of Procurement shall provide direction to all work units on how to access and use contracts for interpreter services. Work units shall, in their procedures, identify how they shall request and coordinate these services. In addition, services through commercially available telephonic interpretation services shall be available when needed.
  - b. Implementing a means to compensate bilingual staff. Subject to the availability of funds, the Department has a bilingual stipend program in place that operates under DES 1-26-26, *Bilingual Stipend for Certified Employees*. This program compensates bilingual staff who meet required standards for performing verbal interpretation services. Work unit procedures shall identify the offices in which a need for bilingual staff has been established and which languages are needed.
  - c. Orally translating vital documents into languages other than English for LEP customers.

2. ***Location and Accessibility of LEP Services:*** Work units shall ensure that their procedures include provisions that respond to the language needs of the populations in each area in which the work unit provides services. Each work unit shall determine the most efficient and effective means to meet these needs. Accommodations such as translations of commonly requested documents, bilingual staff, and telephone interpreter services should be made available at locations that are readily accessible to the public, such as information desks, security checkpoints, and public information telephone lines.
  3. ***Use of Bilingual Staff:*** *The Department will make reasonable efforts to recruit and have bilingual staff* employed in programs and activities where the number or percentage of LEP customers or potential LEP customers is statistically significant, or where the frequency of contact with such persons makes the employment of bilingual staff a more cost effective, efficient, and effective mode for communication:
    - a. Each work unit shall make a decision to employ bilingual staff after a needs assessment, with due consideration given to the budgetary, personnel, and other constraints of the work unit.
    - b. Bilingual staff or contractors must be assessed for bilingual proficiency. Work units should ensure that individuals providing interpretative services possess a level of fluency and comprehension appropriate to the specific nature, type, and purpose of information at issue.
  4. ***Unacceptable Practices:*** Work units should only use family members or friends to interpret for LEP customers if the LEP customer insists on using the friend or family member after Department-provided language services have been offered. Minor children should never be used to interpret, except in emergencies. If additional services are required, any information obtained utilizing a minor child as the interpreter shall be verified through an approved interpreter after the emergency situation has closed.
- F. Translation of written materials:** Each work unit must identify its vital documents. Vital documents include, but are not limited to, the following for any service, benefit, program, or administrative work unit provided by or contracted with the Department:
- Applications;
  - Recertification or renewal applications;
  - Documents that require a response;
  - Letters or other written documents that contain information regarding participation in a program;
  - Notices of eligibility criteria, authorization or denial, applicant or participant rights, benefit or service changes, hearings, and actions affecting parental custody or child support;
  - Consent and complaint forms;
  - Appeal rights and grievance procedures;
  - Written tests that do not assess English language competency but test competency for a particular license, job, or skill for which knowing English is not required.
  - Notices advising LEP persons of free language assistance; and
  - Any other document that the work unit deems vital due to the importance of the program, information, encounter, or service involved and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

1. ***Each work unit shall translate its vital documents according to the requirements outlined in the DES Translation Requirements document. Documents identified as vital shall be translated into languages used significantly by its LEP customers.*** The Department maintains two approved processes for having written material, including required posters and signs, translated to languages other than English:
  - a. The Department Office of Graphics and Design; or
  - b. A state-approved translation contract.

Using one of these two processes ensures the quality of the translation activity. Department documents for official public use may not be translated using any other method. Work unit procedures shall identify which method for translation will be used within the work unit. The work unit procedure shall also include a listing of the documents that meet the definition of a vital document.

2. ***Each work unit shall respond to written communications from LEP customers in a manner that is consistent with this policy.*** Work unit procedures shall address a process to ensure that LEP customer case records are noted as LEP when work unit staff receive information from a customer in a language other than English. Work unit staff shall interact with the individual in a manner consistent with the Department LEP policy unless the customer indicates otherwise.
3. ***Each work unit should be sensitive to the literacy levels of the LEP public.*** There are situations in which the use of translated written material may not meet the needs of some Department LEP customers. Some languages are historically unwritten or some LEP customers may be illiterate in their native language. Work unit procedures must ensure that staff use the most effective means to communicate with LEP individuals. This may include either verbal or written communication.

**G. Institutional considerations for translation:**

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

4. *Each work unit may translate non-vital documents into languages other than English, except to the extent prohibited by the Arizona Constitution, Article 28, English as the Official Language.*

**H. Training:** Training shall include a consistent message explaining why it is important for the Department to ensure that LEP customers are served in a manner consistent with this policy. Persons with specific knowledge of Title VI of the Civil Rights Act and the requirements contained therein shall develop this training. Training shall include, but not be limited to:

1. *General training* for all staff on the importance of providing services for individuals with LEP.
2. *Work unit-specific training* to ensure that work unit staff that deal with or are likely to have contact with Department customers are trained on the LEP policies and procedures. This includes, but is not limited to, specific training for staff who have LEP customer contact to work effectively with in-person and telephone interpreters.
3. *Technical assistance training* for LEP contact staff.
4. *Management level training* for supervisors and administrative staff assisting staff with direct customer contact.

**I. Providing notice to LEP customers of the availability of language assistance services and outreach:** Work unit procedures shall identify how to inform LEP customers of the availability of free language assistance services. The work unit shall make the notification at the first point of contact. Notification includes signs in intake areas or other customer entry points, outreach documents such as brochures or booklets, LEP posters and pamphlets, and telephone menus in significantly used languages:

1. The work unit shall provide the notification of free language assistance in the language of the LEP customer. LEP persons should also be advised that they may use an interpreter of their own choosing at their own expense.
2. Consistent with its commitment to partnership and outreach, the Department engages in comprehensive outreach to ensure awareness by LEP persons of its programs and activities. Outreach includes the use of ethnic media such as radio, television, newspapers, magazines, Web sites, faith-based organizations, community-based organizations at local levels that provide social services, healthcare, and classes. Work unit procedures shall acknowledge its commitment to support Department outreach efforts in relation to the programs it administers and the services it provides.
3. Work unit procedures shall include provisions to ensure that Web pages accessible to members of the general public include information on the availability of language assistance.
4. The Department shall maintain copies of written documents such as flyers or pamphlets intended to be used to notify persons of language assistance. Pamphlets shall be maintained in locations in which direct service to Department customers is provided and shall be readily available to customers without the need of Department staff intervention.

**J. Monitor access to language assistance:**

1. ***Each work unit shall institute procedures to monitor the accessibility and quality of language assistance activities for LEP customers.*** Work unit procedures shall include specific time frames and methods to reassess language assistance activities to ensure that the services provided by the work unit address the actual needs of the LEP customers based on actual experiences of the work unit. Work unit procedures shall ensure that such monitoring is completed no less than every 12 months. Work unit procedures should include a process for obtaining community and customer feedback in this activity through surveys, questionnaires, or other means. Data collection and record keeping are key to an effective monitoring and compliance system. In order to determine the validity of any language assistance complaints, it may be necessary to analyze and review data that reflect how the work unit provides services to LEP customers. Data collection also allows the work unit to obtain an overview of how their services are provided. The work unit procedure shall include data collection and record keeping requirements to ensure that these assessments are fact-based and reflect actual current activity. The work unit shall assess the effectiveness of its LEP policies based on:

- a. Current LEP populations in service areas or population or specific populations encountered;
- b. Frequency of encounters with LEP customers;
- c. Nature and importance of activities to LEP customers;
- d. Availability of resources, including technological advances, additional resources, and the costs imposed;
- e. Whether existing assistance is meeting the needs of the LEP customers;
- f. Whether staff know and understand the LEP procedures; and
- g. Whether identified sources for assistance are still available and viable.

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

2. ***Each work unit shall develop and maintain a data collection system that ensures the availability of data that includes the race and ethnicity of, customers served in its programs, the frequency of contact, and the primary language of those persons.*** Work unit procedures shall require the collection of data on which the work unit has based language needs assessment; the number of LEP customers, by language group, who received language services; names and classifications of staff receiving training and dates of training. Work unit procedures shall include activities that are designed to ensure that the work unit:
  - a. Has up-to-date information on language needs in the communities it serves;
  - b. Has an adequate number of oral translators to ensure timely compliance with LEP needs;

- c. Translates vital written documents into the languages needed by the communities being served;
- d. Has adequate supplies of translated materials;
- e. Trains those staff required to be trained in LEP activities; and
- f. Keeps notification material up-to-date.

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

**K. Provision of technical assistance:** *Each work unit shall identify an LEP contact for work unit staff. Work unit procedures shall include a process to ensure that LEP-related questions that arise are addressed in a timely and efficient manner.* The LEP contact shall be available to coordinate efforts towards compliance with the Department's LEP policy and the work unit's LEP procedures. Work unit procedures shall, at a minimum, include a process for direct service staff to elevate LEP questions to their LEP contact. The work unit procedure shall also include time frames for the LEP contact to respond or to elevate the question to the DOEO. The DOEO shall provide technical assistance to the LEP contact or solicit additional assistance from the Director's Office or the Office of the Attorney General.

**L. Issue resolution:**

1. ***Work unit level process:*** Work units shall create a procedure outlining an LEP issue-resolution process that shall be used to resolve a concern or dispute arising from any action or inaction taken by Department staff in administering programs or providing services. The work unit process shall be the Level I resolution process.
  - a. The Level I procedure shall require that Department customers are advised in writing of the appropriate procedure to raise an LEP-related concern. This notification also advises the customer of their right to file a complaint at any point in time with the federal agency responsible for the program for which they are applying.
  - b. Work units shall ensure that any forms needed to request review of LEP-related decisions are available at any location in which work unit customers may receive services.
  - c. The work unit shall conduct the Level I procedure in a language that is understandable by the person raising the concern. The work unit shall make appropriate use of interpreter services, contracted provider services, or other resources needed to facilitate the dispute resolution process.
  - d. The Level I process shall include the following:

The manager in charge at the site where an LEP-related concern is filed or his or her designee will review the complaint with the assistance of the work unit LEP contact. Staff shall reduce oral complaints to writing and shall place them in the appropriate case record. At any point in the process, the manager is empowered to resolve the complaint using methods and practices outlined in the Department LEP policy and the work unit LEP procedures. It is the intention of the Department and the work unit that most LEP issues will be resolved at this level. The Level I resolution process shall be completed no later than three days

following the day of receipt of the complaint unless the LEP customer requests a delay in the process. The manager shall ensure that all reasonable measures are pursued to immediately verbally notify the LEP customer of the outcome of the issue resolution. The Department shall provide a written confirmation of the decision within five business days.

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

## VII. PROCEDURES

This policy is supported by a departmental procedure which identifies how action related to this policy will be conducted, including responsibilities, time frames, and required actions. To view this procedure, access the link below.

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

In addition, specific Division procedures can be found at this intranet Web page:

<http://intranet.azdes.gov/main.aspx?menu=84&id=14558>.

Arizona Department of Economic Security Rehabilitation Services Administration  
 CLIENT SERVICE SUMMARY  
 ATTENDANCE REPORT

Reporting Month/Year	
Contractor's Name	
Contract Number	
RSA Client's Name	
RSA Counselor's Name	
Name of Contractor's staff who prepared this report	

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12

<b>MONTH</b> Enter the service month "JAN, FEB, MAR, APR, MAY, JUN, JUL, AUG, SEP, OCT, NOV, DEC" in Columns Month 1 through Month 12.												
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**NUMBER OF HOURS**  
 Enter the number of hours below that Client attended or received services during the reporting period AND cumulatively for all previous month. Months are by column. Use up and down arrow keys to navigate days of month.

<b>DAY OF MONTH</b>	Month 1 Hours	Month 2 Hours	Month 3 Hours	Month 4 Hours	Month 5 Hours	Month 6 Hours	Month 7 Hours	Month 8 Hours	Month 9 Hours	Month 10 Hours	Month 11 Hours	Month 12 Hours
Day 1												
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Day 23												
Day 24												

Arizona Department of Economic Security Rehabilitation Services Administration  
 CLIENT SERVICE SUMMARY  
 ATTENDANCE REPORT

Reporting Month/Year	
Contractor's Name	
Contract Number	
RSA Client's Name	
RSA Counselor's Name	
Name of Contractor's staff who prepared this report	

A	B	C	D	E	F	G	H	I	J	K	L	M
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month10	Month11	Month12

<b>MONTH</b> Enter the service month "JAN, FEB, MAR, APR, MAY, JUN, JUL, AUG, SEP, OCT, NOV, DEC" in Columns Month 1 through Month 12.												
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	<b>NUMBER OF HOURS</b> Enter the number of hours below that Client attended or received services during the reporting period AND cumulatively for all previous month. Months are by column. Use up and down arrow keys to navigate days of month.											
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DAY OF MONTH	Month 1 Hours	Month 2 Hours	Month 3 Hours	Month 4 Hours	Month 5 Hours	Month 6 Hours	Month 7 Hours	Month 8 Hours	Month 9 Hours	Month10 Hours	Month11 Hours	Month12 Hours
Day 25												
Day 26												
Day 27												
Day 28												
Day 29												
Day 30												
Day 31												
<b>TOTAL HOURS</b>												

SUM      SUM

Arizona Department of Public Safety  
 Rehabilitation Services Administration  
 11/01/07  
**MONTHLY PROGRESS REPORT**

Reporting Period: Year															
Contract Name															
Contract Number															
Contract Start Date															
Contract End Date															
Name of Contractor's staff who prepared this report															
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
<b>SERVICE MONTH</b>		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12		
Enter the service month as JAN, FEB, MAR, APR, MAY, JUN, JUL, AUG, SEP, OCT, NOV, DEC in Column B through N through 12															
<b>SKILL DEVELOPMENT</b>	Starting Skill Level	Month 1 Skill Level	Month 2 Skill Level	Month 3 Skill Level	Month 4 Skill Level	Month 5 Skill Level	Month 6 Skill Level	Month 7 Skill Level	Month 8 Skill Level	Month 9 Skill Level	Month 10 Skill Level	Month 11 Skill Level	Month 12 Skill Level	<b>SERVICE PROGRESS</b> Describe any progress in the column for each skill and set the number of months to reach the goal date, name of Contractor's staff who served, objectives to be met, services actually provided, etc. Use the goal, and actual objectives met or at risk, a goal for this reporting period.	
Enter the skill progression as skill development, entering 0, 1, 2, 3 or 4 skill level each month and number of months to reach the goal date															
<b>1. OPERATIONAL SKILLS/ADJUSTMENT TO DEVIABILITY</b>															
1.1. [Skill Name]															
1.2. [Skill Name]															
1.3. [Skill Name]															
1.4. [Skill Name]															
1.5. [Skill Name]															
1.6. [Skill Name]															
1.7. [Skill Name]															
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1.99. [Skill Name]															
1.100. [Skill Name]															

Reporting Month/Year	Contractor's Name	Contract Number	FSA Client's Name	FSA Contractor's Name	Name of Contractor's Staff who prepared this report	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O			
SERVICE MONTH	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	
<b>SKILL DEVELOPMENT</b>	Standing Skill Level	Month 1 Skill Level	Month 2 Skill Level	Month 3 Skill Level	Month 4 Skill Level	Month 5 Skill Level	Month 6 Skill Level	Month 7 Skill Level	Month 8 Skill Level	Month 9 Skill Level	Month 10 Skill Level	Month 11 Skill Level	Month 12 Skill Level	Month 13 Skill Level	Month 14 Skill Level	Month 15 Skill Level	Month 16 Skill Level	Month 17 Skill Level	Month 18 Skill Level	Month 19 Skill Level	Month 20 Skill Level	Month 21 Skill Level	Month 22 Skill Level
<b>1. ORIENTATION AND ASSIGNMENT TO DUTY</b>	Describe the client's assignment in this column for each skill and service category. Do not include service dates, name of Contractor's staff services, or an objective to be met. Services actually provided, activities tracked, and actual objectives met or skills acquired for this reporting period.																						
<b>2. ORIENTATION AND WORKSET</b>	List service objectives below																						
<b>3. INDEPENDENT LEVISED SKILLS</b>	List services achieved as below																						

Arizona Department of Economic Security Rehabilitation Services Administration  
**CLIENT SERVICE SUMMARY**  
**ATTENDANCE REPORT**

Reporting Month/Year	
Contractor's Name	
Contract Number	
RSA Client's Name	
RSA Counselor's Name	
Name of Contractor's staff who prepared this report	

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month10	Month11	Month12

<b>MONTH</b> <i>Enter the service month "JAN, FEB, MAR, APR, MAY, JUN, JUL, AUG, SEP, OCT, NOV, DEC" in Columns Month 1 through Month 12.</i>												
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	<b>NUMBER OF HOURS</b> <i>Enter the number of hours below that Client attended or received services during the reporting period AND cumulatively for all previous month. Months are by column. Use up and down arrow keys to navigate days of month.</i>											
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<b>DAY OF MONTH</b>	Month 1 Hours	Month 2 Hours	Month 3 Hours	Month 4 Hours	Month 5 Hours	Month 6 Hours	Month 7 Hours	Month 8 Hours	Month 9 Hours	Month10 Hours	Month11 Hours	Month12 Hours
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Arizona Department of Economic Security Rehabilitation Services Administration  
 CLIENT SERVICE SUMMARY  
 ATTENDANCE REPORT

Reporting Month/Year	
Contractor's Name	
Contract Number	
RSA Client's Name	
RSA Counselor's Name	
Name of Contractor's staff who prepared this report	

A	B	C	D	E	F	G	H	I	J	K	L	M
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month10	Month11	Month12

<b>MONTH</b> <i>Enter the service month "JAN, FEB, MAR, APR, MAY, JUN, JUL, AUG, SEP, OCT, NOV, DEC" in Columns Month 1 through Month 12.</i>												
--	--	--	--	--	--	--	--	--	--	--	--	--

**NUMBER OF HOURS**  
 Enter the number of hours below that Client attended or received services during the reporting period AND cumulatively for all previous month. Months are by column. Use up and down arrow keys to navigate days of month.

DAY OF MONTH	Month 1 Hours	Month 2 Hours	Month 3 Hours	Month 4 Hours	Month 5 Hours	Month 6 Hours	Month 7 Hours	Month 8 Hours	Month 9 Hours	Month10 Hours	Month11 Hours	Month12 Hours
Day 25												
Day 26												
Day 27												
Day 28												
Day 29												
Day 30												
Day 31												
<b>TOTAL HOURS</b>												

SUM    SUM

Client Service Plan  
Service Closure

1. GENERAL INFORMATION												
Reporting Month/Year												
Contractor's Name	Tab to begin											
Authorization Number												
Contract Number												
RSA Client's Name												
RSA Counselor's Name												
Name of Contractor's staff who prepared this report												
2. REASONS FOR CLOSURE												
	Mark an "X" below, next to the applicable statement											
Client did not complete the planned services due to personal reasons (e.g. incarceration, medical problems, loss of contact with RSA,												
Client did not complete the planned services due to dissatisfaction with the Contractor's service provision (explain). Mark with "X" then tab to explain.		Please type explanation here.										
Client successfully completed this program by accomplishing the majority of the planned service objectives												
3. CLIENT'S ACCOMPLISHMENTS												
	Mark an "X" below, next to the applicable statement											
Client successfully developed the following skills and achieved Level 3 in each skill area below.												
<b>ORIENTATION AND ADJUSTMENT TO DISABILITY</b>												
<b>ORIENTATION AND MOBILITY</b>												
<b>INDEPENDENT LIVING SKILLS</b>												
Client did not achieve Level 3 in the following areas (provide a brief explanation)												

## Exhibit B

### Code of Conduct

The Contractor shall adhere to the following Code of Conduct:

- 1.0 Subcontract with or recommend only those individuals or organizations that are culturally sensitive, who meet accessibility standards for the disabled, and who do not discriminate based on ethnicity, gender, age, race, religion, marital status, sexual orientation, or socioeconomic status. Subcontractors and their credentials need to be approved by RSA Central Office prior to providing services under this contract.
- 2.0 The Contractor, its personnel, subcontractors and any other individuals on the Contractor's premises shall:
  - 2.1 Represent himself/herself accurately to RSA clients and shall not mislead the clients regarding the Contractor's relationship with ADES/RSA, or mislead the clients regarding the Contractor's skills, capabilities or credentials.
  - 2.2 Collaborate with RSA Counselors or RSA designated representatives 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.
  - 2.3 Ensure at all times that client information is used only for the purpose of fulfilling contractual responsibility and is not released to any other individual, agency, or organization. Confidential information and reports obtained, purchased, and paid for under this contract shall never be shared without the expressed permission from the RSA client and the RSA Counselor or RSA designated representative assigned to the client case.
  - 2.4 Develop and maintain a 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.
  - 2.5 Ensure that RSA clients are safeguarded and supervised by the Contractors' personnel assigned to provide the contracted service at all times when on the Contractor's premises.
  - 2.6 Always act in a professional manner, honor commitments, treat RSA clients with respect, dignity, and courtesy, and project a positive attitude.
  - 2.7 NEVER:
    - 2.7.1 Engage in any form of intimate and sexual activity with an RSA client.
    - 2.7.2 Enter into any business partnership with an RSA client.
    - 2.7.3 Employ authority or influence with RSA clients for the benefit of third parties, including the client's family or friends.
    - 2.7.4 Exploit the client's trust in the Contractor or its personnel for any purpose.
    - 2.7.5 Accept any commission, rebates, or any other form of remuneration when serving RSA clients, except payment for service provided from RSA.

Exhibit C

**Rehabilitation Instructional Services (RIS)**  
for individuals with various disabilities

**RSA FEE SCHEDULE**

<b>SERVICE</b>	<b>FEE PER HOUR</b>
Individual Facility Based	\$65.00
Individual Local Itinerant	\$71.00
Individual Distant Itinerant	\$83.00
Individual Long Distance Itinerant	\$91.00
Group Facility Based	\$93.00
Group Local Itinerant	\$101.00
Group Distant Itinerant	\$121.00
Group Long Distance Itinerant	\$129.00

**CONTRACTOR INVOICE FORM**

Billing Period (Month/Day/Year): From \_\_\_\_\_ Through \_\_\_\_\_  
 Invoice Number: \_\_\_\_\_

Contractor's name:	
Contractor's Phone Number:	Contractor's Fax Number:
Contract Number:	Contractor's FEI or SSN Number:
Contracted Service:	
RSA client's name:	

Service	RSA Authorization Number	Number of Units Billed	Contract Rate (\$)	Amount Billed
			\$	
			\$	
			\$	
<b>TOTAL AMOUNT BILLED</b>				

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

Name, title and phone number of the Contractor's designated person who prepared this form.

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**1. PROVIDER INFORMATION**

Legal Business Name Gila County dba Gila Employment and Special Training		
Doing Business As Gila Employment and Special Training		Tax Identification Number 6000444
Mailing Address(City State Zip Code ) 5515 S. Apache Ave Suite 200 Globe, AZ 85501		
Remit To/ Billing Address (City State Zip Code), if different than mailing address		
Contact Name and Title <b>Helene Lopez - G.E.S.T. Program Manager</b>		
Phone Number (928) 402-8664	Fax Number (928) 425-9468	E-mail hlopez@gilacountyaz.gov
Video Phone	Website http://www.gilacountyaz.gov	TTY Number 711
Name and Title of Authorized Signatory: <i>Helene Lopez - G.E.S.T. Program Manager</i>		

**2. SERVICE INFORMATION**

Do you provide this service in any language (s) other than English? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, check all boxes that apply: <input checked="" type="checkbox"/> Spanish <input type="checkbox"/> Sign Language <input type="checkbox"/> 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.			

*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 S. Apache Ave Suite 200 Globe, AZ 85501 Gila County		
Telephone Number (928) 425-7631	Fax Number (928) 425-9468	Email address hlopez@gilacountyaz.gov
Contact Person's Name Helene Lopez		
Days And Hours Of Operation Monday thru Friday 8AM to 5PM, 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
Helene Lopez	S <input type="checkbox"/> E <input checked="" type="checkbox"/>	20	
Angela Anthony	S <input type="checkbox"/> E <input checked="" type="checkbox"/>	5	
Leona Bowman	S <input type="checkbox"/> E <input checked="" type="checkbox"/>	20	
Teresa Chernov	S <input type="checkbox"/> E <input checked="" type="checkbox"/>	20	
Janet Ostrom	S <input type="checkbox"/> E <input checked="" type="checkbox"/>	8	
Amanda Robles	S <input type="checkbox"/> E <input checked="" type="checkbox"/>	7	
Jenny Valenzula	S <input type="checkbox"/> E <input checked="" type="checkbox"/>	5	
Phillis Weaver	S <input type="checkbox"/> E <input checked="" type="checkbox"/>	21	
Anita Yanora	S <input type="checkbox"/> E <input checked="" type="checkbox"/>	10	

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"/> _____  |   |



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Contract between the Department of Economic Security (the "Department") and \_\_\_\_\_ (the "Contractor").

WHEREAS the Contractor is:

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

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

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

Contract Term: This contract shall be effective on the date of last signature and shall end on September 30, 2019.

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

Michael A. Pastor

Typed Name

Typed Name

Chairman, Gila County Board of Supervisors

Title

Title

Date

Date

DES Contract I.D. No.:

Contractor FEI Number:

Contractor Mailing Address:

Approved as to form:

Bryan B. Chambers Gila County Deputy Attorney Principal

Contact Name:

Title:

Phone Number:

Fax Number:

E-Mail Address:

Date

**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.

<b>APPLICANT'S ORGANIZATION</b>			
Gila County dba Gila Employment and Special Training			
<b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>			
Prefix:			
* First Name: Michael	Middle Name:	* Last Name: Pastor	Suffix:
* Title: Chairman, Gila County Board of Supervisors			
<b>* SIGNATURE:</b>		<b>* DATE:</b>	

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**Certification Regarding:**

**Debarment, Suspension, Ineligibility and Voluntary Exclusion**

**Lower Tier Covered Transactions**

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

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

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

Gila County dba Gila Employment And Special Training  
Name of Agency /Organization

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**Michael Pastor,**  
**Chairman, Gila County Board of Supervisors**

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Signature

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Date



# State of Arizona Substitute W-9 & Vendor Authorization Form

Purpose: Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certifications and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

Instructions: Complete form if

1. You are a U.S. person (including a resident alien);
2. You are a vendor that provides goods or services to an Arizona state agency; AND
3. You will receive payment from the State of Arizona.

Return completed form to the state agency with whom you do business, for review and authorization.

See Instructions below or refer to the IRS Instructions at [www.irs.gov](http://www.irs.gov) for details on completing this form.

### Type of Request (Must select at least ONE)

New Request

New Location (Additional Mail Code)

Change (Select the type(s) of change from the following:

- Tax ID  Legal Name  Entity Type  Minority Business Indicator  
 Main Address  Remittance Address  Contact Information

### Taxpayer Identification Number (TIN) (Provide ONE Only)

Social Security Number (SSN) [ ] - [ ] - [ ]

OR Federal Employer Identification Number (FEIN) [ ] - [ ] - [ ]

Entity Name Must Provide Legal Name (\*Must match SSN or FEIN given. If Individual or Sole Proprietorship enter First, Middle, Last Name.)

Legal Name\* **Gila County Treasurer**

### Entity Type Must Select One of the Following (Coding (X#) is for internal Purposes Only)

- Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (6I)  State of Arizona employee (1E) STATE HRIS EID [ ]
- Corporation NOT providing health care, medical or legal services (5A)  LLC, PLLC organized as corporation NOT providing health care, medical or legal services (5A)
- Corporation providing health care, medical or legal services (5M)  LLC, PLLC organized as corporation providing health care, medical or legal services (5M)
- Partnership, LLP or Partnership organized as LLC or PLLC (5C)  A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
- An international organization or any of its agencies/instrumentalities (5U)  Other: Tax Reportable Entity (5P) Description [ ]
- The US or any of its political subdivisions or instrumentalities (2G)  Other: Tax Exempt Entity (5H)

### Minority Business Indicator Must select one of the following (Coding (X#) is for internal purposes only)

- Small Business (01)  Small, Woman Owned Business-Hispanic (31)  Minority Owned Business- African American (04)
- Small Business-African American (23)  Small, Woman Owned Business-Native American (33)  Minority Owned Business- Asian (32)
- Small Business-Asian (24)  Small, Woman Owned Business-Other Minority (11)  Minority Owned Business- Hispanic (74)
- Small Business- Hispanic (25)  Woman Owned Business (03)  Minority Owned Business- Native American (15)
- Small Business-Native American (27)  Woman Owned Business-African American (17)  Minority Owned Business-Other Minority (02)
- Small Business- Other Minority (05)  Woman Owned Business-Asian (18)  Non-Profit, IRC §501(c) (88)
- Small, Woman Owned Business (06)  Woman Owned Business-Hispanic (19)  Non-Small, Non-Minority or Non-Woman Owned Business (00)
- Small, Woman Owned Business-African American (29)  Woman Owned Business-Native American (21)
- Small, Woman Owned Business-Asian (30)  Woman Owned Business-Other Minority (08)  Individual, Non-Business (00)

### Main Address Where tax information and general correspondence is to be mailed

### Remittance Address Where payment is to be mailed Same as Main

Branch/Location **Gila County Treasurer**

DBA/Branch/Location [ ]

Address **1400 East Ash Street**

Address [ ]

City **Globe** State **AZ-ARIZONA** Zip code **85502**

City [ ] State [ ] Zip code [ ]

### Vendor Contact Information

Name **Helena Lopez**

Title **GEST Program Manager**

Phone # **928 425 7631** Ext. **8864** Fax **928-425-9466**

Email [ ]

### Certification Exempt from backup withholding

Under Penalties of perjury, I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND I am a U.S. person (including U.S. resident alien).

Additional instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Signature [ ] Title [ ] Date [ ]

### STATE OF ARIZONA AGENCY USE ONLY - AGENCY AUTHORIZATION

### VENDOR: DO NOT WRITE BELOW THIS LINE

HRIS EID	Print Name	Signature
Title	Phone #	Email
		Date

### STATE OF ARIZONA GAO USE ONLY

### VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE

IRS TIN Matching  Corporation Commission Vendor Number [ ] Processed by [ ] Date Processed [ ]

HRIS  GAO-03  Other



Janice K. Brewer  
Governor



Brian C. McNeil  
Director

## ARIZONA DEPARTMENT OF ADMINISTRATION

### RISK MANAGEMENT DIVISION

100 NORTH FIFTEENTH AVENUE • SUITE 301  
PHOENIX, ARIZONA 85007

(602) 542-2182

## INDEPENDENT CONTRACTOR AGREEMENT

**NOTE:** THIS FORM APPLIES ONLY TO THE STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES UTILIZING INDEPENDENT CONTRACTORS. THIS FORM DOES NOT, HOWEVER APPLY TO EMPLOYERS IN THE CONSTRUCTION INDUSTRY THAT USE A CONTRACTOR. A CERTIFICATE OF WORKERS' COMPENSATION INSURANCE OR A SOLE PROPRIETOR WAIVER MUST BE OBTAINED IN THOSE INSTANCES.

This is a written agreement under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. § 23-901 (et. seq.), and specifically A.R.S. § 23-902 (C), (D), that an independent contractor relationship exists between the parties signed below. The parties agree that the "independent contractor" is independent of the "business" in the execution of the work and not subject to the rule or control of the "business" but is engaged only in the performance of a definite job or piece of work and is subordinate to the "business" only in effecting a result in accordance with that "business" design. The parties also agree that the "business" does not have the authority to supervise or control the actual work of the "independent contractor" or the "independent contractor's" employees. Furthermore, it is understood and agreed that the "independent contractor" or the "independent contractor's" employees are not entitled to workers' compensation benefits from the "business".

The written agreement shall be null and void and create no presumption of an independent contractor relationship if the consent of either party is obtained through misrepresentation, false statements, fraud or intimidation, coercion or duress.

### **WE THE UNDERSIGNED AGREE THAT THE BUSINESS:**

- Does not require the independent contractor to perform work exclusively for the business. This paragraph shall not be construed as conclusive evidence that an individual who performs services primarily or exclusively for another person is an employee of that person.
- Does not provide the independent contractor with any business registrations or licenses required to perform the specific services set forth in the contract.
- Does not pay the independent contractor a salary or hourly rate instead of an amount fixed by contract.
- Will not terminate the independent contractor before the expiration of the contract period, unless the independent contractor breaches the contract or violates the laws of this state.
- Does not provide tools to the independent contractor.
- Does not dictate the time of performance.
- Pays the independent contractor in the name appearing on the written agreement.

- Will not combine business operations with the person performing the services rather than maintaining these operations separately.

NAME OF INDEPENDENT CONTRACTOR: _____		
ADDRESS / P.O. BOX: _____		
CITY: _____	STATE: _____	ZIP: _____
SIGNATURE OF INDEPENDENT CONTRACTOR: _____		DATE: _____

STATE OF ARIZONA	
AGENCY: _____	AGENCY# _____
ADDRESS: _____	
CITY/STATE: _____	ZIP: _____
SIGNATURE OF AGENCY CONTRACT ADMINISTRATOR: _____	
DATE: _____	
CONTRACT IDENTIFICATION: _____	

**BOTH SIGNATURES MUST BE SIGNED AND THE COMPLETED FORM SUBMITTED TO:**

ARIZONA DEPARTMENT OF ADMINISTRATION  
 RISK MANAGEMENT SECTION - INSURANCE UNIT  
 100 NORTH 15<sup>th</sup> AVENUE, SUITE #301  
 PHOENIX, AZ 85007

An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

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Signature of Risk Management Authorized Signer Date

**REQUEST FOR SEARCH OF  
CENTRAL REGISTRY FOR BACKGROUND CHECK**

This document and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this information in error, please notify the sender and destroy the information. The information contained in the Arizona Department of Economic Security (ADES), Child Protective Services (CPS) Central Registry and any attached files shall be used as a factor to determine qualifications for individuals applying for contracts with this state, including employees of the prospective contractor, contractors, and subcontractors for positions that provide direct services to children or vulnerable adults. The information contained in the Central Registry for Background Check and any attached files is confidential and shall not be further disseminated or shared.

PLEASE FILL OUT THE INFORMATION BELOW. All fields must be completed, accurately and legibly.

Offeror, Contractor, or Subcontractor Name (Print/Type) <b>Gila County dba Gila Employment and Special Training</b>	
Solicitation Number: <b>ADES</b>	Contract Number: ADES TBD, <b>RIS Various</b>
Tracking Number (You must provide your unique tracking number. This number will be used to identify and track this document and the individuals linked to it.):	Check One: <input checked="" type="checkbox"/> New Contract <input type="checkbox"/> Contract Extension
Phone Number <b>(928) 402-8664</b>	
Mailing Address <b>5515 S. Apache Ave Suite 200 Globe AZ 85501</b>	Email Address <b>hlopez@gilacountyaz.gov</b>
Name of Person Authorized to Submit Request (Print/Type) <b>Helene Lopez</b>	
Requester's Signature <i>Helene Lopez</i>	Date of Request <b>2-26-14</b>
DES Division	Division Contact Person

**SUBMIT YOUR COMPLETED CENTRAL REGISTRY REQUEST THROUGH ONE OF THE FOLLOWING METHODS:**

**Mail to:**  
DCYF Contracts Unit  
Attention: CENTRAL REGISTRY REQUEST  
Arizona Department of Economic Security  
1789 W. Jefferson Street, SITE CODE 940A  
Phoenix, AZ 85007

**Fax to:** CENTRAL REGISTRY REQUEST at 602-542-3330

**Email** (encrypted) to [DCYFCentralRegistryCheck@azdes.gov](mailto:DCYFCentralRegistryCheck@azdes.gov)

**RESULTS of this check will be:**

1. EMAILED to the address above indicating that one or more individuals on the request was (were) unable to be processed with the information provided; or
2. EMAILED to the address above if all names are cleared; or
3. EMAILED to the address above with information on individuals who are found to have a substantiated finding of child abuse or neglect on the Central Registry; and
4. MAILED to the individual who is found to have a substantiated finding on the Central Registry that disqualifies him/her from providing direct services to children or vulnerable adult clients of ADES.

**Internal Use Only:**

For Solicitations Only: DES Designated Staff (Office of Procurement):

For Contracts: Notify DES Designated Staff (Program): [RSAContractsUnit@azdes.gov](mailto:RSAContractsUnit@azdes.gov)

**REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK**  
*(All fields must be completed, accurately and legibly.)*

INDIVIDUAL'S INFORMATION	
NAME	ALIAS (Previously used name(s))
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS (No., Street, City, State, ZIP)	
<b>DES - INTERNAL USE ONLY (Search results)</b>	
Reports: <input type="checkbox"/> Yes Number: [See attached document(s)] <input type="checkbox"/> No Date of Search:	
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

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## DISQUALIFICATION ACTS

A person is disqualified from providing services to DES clients in a direct service position if he/she is identified as the subject of the substantiated report for any of the following.

24 Child death due to alleged abuse or neglect, or suspicious death
25 Injuries requiring emergency medical treatment
27 Child age 24 months is shaken (shaken baby syndrome)
33 Untreated life threatening condition, Infant Doe, Non-organic FTT
37 Imminent harm to child under the age of six (6) due to lack of supervision by parent/caretaker
38 Neglect results in injury/illness requiring emergency medical treatment
39 Imminent harm to child due to health or safety hazards in living environment/exposure to the elements
40 Child diagnosed as suicidal by mental health professions, parent refused to allow treatment
41 Physical evidence of sexual abuse reported by a medical doctor or child reporting sexual abuse within the past seven days
42 Child reporting vaginal or anal penetration or oral sexual contact within past 72 hours and has not been examined
43 Abandoned, no parent willing to provide immediate care for a child and child is with a caregiver unable or unwilling to provide care now
45 Injuries may require medical treatment
46 P3 Injury to child under age six years
50 Living environment presents health or safety hazards to a child under the age of six
51 Sexual conduct/physical injury between children due to inadequate supervision
54 Sexual behavior within the past 8-14 days
55 Child diagnosed by mental health professional with behavior consistent with emotional abuse
56 Abandoned, no parent willing to care for a child, child with caretaker unable or unwilling to care for child less than one week
66 Significant developmental delays due to neglect
69 Attempted sexual behavior or sexual behavior, 14 days to three years r last occur unknown
72 Parent, guardian or custodian suggests or entices child to engage in sexual behavior, no touching
76 Use of child by parent, guardian or custodian for material gain
82 Parent, guardian or custodian sexually abused a child in past, now in home with a child
83 Attempted sexual behavior or sexual behavioral when last occurred more than three years
101 Death of a child due to neglect
111 Death of a child due to physical abuse or suspicious death
201 Physical abuse high risk
202 Physical abuse moderate risk
301 Neglect, high risk
302 Neglect, moderate risk
401 Sexual abuse, high risk
402 Sexual abuse, moderate risk
403 Sexual Abuse, low risk
404 Sexual Abuse, response 4
501 Emotion Abuse, high risk
502 Emotional abuse, moderate risk