# GILA COUNTY SUPERIOR COURT
# PROBATION DEPARTMENT

LIMITED SERVICES CONTRACT

This Contract entered into by and between Gila County, on behalf of its Adult Probation Department, hereinafter called "CUSTOMER", and RUBY INVESTIGATIVE POLYGRAPH SERVICE, LLC, hereinafter called PROVIDER.

Whereas, the Party recognizes that the Contract provider(s) or organization contracted with Customer shall have clinicians qualified to provide services under this Contract who are certified by the American Polygraph Association to conduct polygraph testing on post-convicted sex offenders (PSCOT certified) and the Arizona Polygraph Association (AZPA), AND have at least one (1) year of work experience. The Provider shall furnish proof of licenses and certification listed.

**SECTION 1: TERM OF CONTRACT:**

1. This Limited Service Contract shall be limited to no more than $25,000 per year and is effective from January 1, 2014 and will remain in effect until June 30, 2014, unless terminated by the Customer. This Limited Service Contract is renewable each year for three (3) years, one year increments contingent upon performance, availability of funding and mutual agreement of both parties.

**SECTION 2: DESCRIPTION OF SERVICES:**

1. The Provider shall provide Polygraph Examination on post-convicted sex offenders.

**SECTION 3: PRICING AND PAYMENT TERMS:**

1. The Customer agrees to pay up to half the costs of all referred polygraph examinations and the defendant will be responsible for payment directly to the provider, up front, for the balance of the costs of the polygraph examination (payments by the defendant may be adjusted according to their ability to pay). The Provider agrees that the cost of all polygraph examinations conducted at the Probation Department will be $300 per Sexual History Polygraph examination and $215 for Monitoring/Maintenance examination. The Provider agrees the defendant is responsible for a $50 no-show fee if s/he fails to appear for his/her authorized appointment without twenty-four hour notice of cancellation. The Provider agrees to bill the defendant directly for the no-show fee. These prices cover all expenses and no additional expense will be charged to the Customer. All polygraph examinations will be conducted according to APA standards for Post-Conviction Sex Offender Testing (PCSOT).

**SECTION 4: METHOD OF PAYMENT:**

1. The Provider shall submit an invoice for services rendered described in this contract to the Program Manager by the fifth working day of the month, following the service month and attach the Polygraph Examination Report(s). The Customer will mail payment to the Provider by the end of each month based upon information on the invoice and receipt of appropriate monthly reporting.

**SECTION 5: TERMINATION AND BREACH:**

Either party to the resulting agreement may terminate the agreement with or without cause, by giving the other party a ten (10) day written notice. This agreement may be terminated by the Customer upon ten (10) days of written notice with cause resulting from any of the following:

1. Failure of the Provider to perform any services required in the Contract for thirty (30) days after such

service is due, unless justified by causes outside the control of the Provider, shall constitute a breach of the Contract.

2. In the event of a termination or breach by Provider, the Provider shall be reimbursed only for the value of services actually performed and expenses incurred under the Contract prior to the effective day of the termination notice or of notice that the Customer regards the Contract as breached.

3. The lapse of requested insurance, licenses, certification,

4. A material breach of law by the Provider, which in the Superior Court opinion, is materially detrimental to the Superior Court.

**SECTION 6: RECORD KEEPING:**

1. The Provider agrees that the Customer or any of their duly authorized representative(s) have access to the Provider facilities and the right to examine any books, documents and records of the Provider involving transactions related to the Contract and that such books, documents, and records shall not be disposed of except as provided herein:

   A. The Provider shall retain all records relating to this Contract for five (5) years after final payment on the Contract or until after the resolution of any audit questions or Contract disputes, whichever is longer. Upon completion or termination of the Contract, the Provider shall provide the Customer with written notice specifying the location where the records will be stored, and the name and telephone number of the person responsible for maintaining them. The Provider is responsible for complying with these requirements even if it closes its business. The Provider shall maintain a policy which incorporates the requirements set forth here.

   B. The Provider is responsible for maintaining the security of all files and records relating to court referred clients. The Provider is also responsible for any confidentiality requirements which exist under law or at the direction of the court.

**SECTION 7: INSURANCE:**

1. Without limiting any of the Provider's liabilities or obligations, the Provider shall provide and maintain the minimum insurance coverage until obligations under this Contract are satisfied. At a minimum, the professional liability insurance shall be kept in force at least two years after final payment to the Provider. The Provider shall furnish proof of insurance.

**SECTION 8: CONTRACTOR'S STATUS:**

1. The status of Provider shall be that of an Independent Contractor, and the Provider shall not be considered employees of the State of Arizona or the Customer and shall not be entitled to receive any fringe benefits associated with regular employment and will not be subject to the provisions of the Gila County Merit System, the Gila County Probation Department Merit System, or the Merit System applicable to the State of Arizona.

**SECTION 9: ARBITRATION:**

1. This agreement is subject to arbitration to the extent required by A.R.S. §12-1518, A.R.S. §12-133 and Rule 13 Gila County Superior Court Local Rules, 17B A.R.S.

**SECTION 10: APPLICABLE LAW:**

1. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of the Contract, and any disputes thereunder. The Provider shall comply with applicable sections of all state and federal laws related to nondiscrimination, equal access to employment opportunities, undue influence, and conflicts of interest under A.R.S. §38-511.

2. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §§ 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

   County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

   Contractor shall advise each subcontractor who performs any work for Contractor under this contract of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

   Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

**SECTION 11: MISCELLANEOUS**

1. The Provider will forward operational policies and procedures on client polygraph examinations, polygraph documentation, confidentiality, and records storage and disposal.

2. An Authorization for Release of Information which provides for communication between the Court, the Customer, and the Provider will be executed by the Provider.

3. The Provider will receive a client referral packet, schedule an appointment with the client within two weeks of receipt of referral, and notify the assigned Officer when the defendant's appointment is scheduled.

4. The Provider will complete a Polygraph Examination Report per industry standard and send the report to the Customer by the fifth working day of the month, for services received the previous month.

**SECTION 12: NOTICE REQUIREMENTS:**

1. **Notice to the Customer.** The Provider shall provide in writing the notices to the Program Manager which this Contract requires and send them certified mail return receipt requested, to:

**Program Manager**
**Gila County Probation Department**
**1100 East Monroe St. Suite 200**
**Globe, AZ 85501**

2. **Notice to Probation Officer or Court.** At any time the Provider desires to send a client out of state as a part of the client's treatment program or for any other reason, the Provider shall send a written request to the probation officer in advance. A client may not be moved out of state without written permission from the probation officer or the court as appropriate.

3. **Notice of Intent to Add, Move, or Close a Facility or Program.** The Provider shall provide written notice to the Customer no later than 60 days in advance of its intent to add, move, or close a facility or program at which it has been providing services to clients under this Contract.

4. **Notice of Change in Key Personnel.** The Provider shall provide immediate written notice of any changes of key staff of a program/service under this Contract.

5. **Notice of Intent to Modify a Program.** The Provider may propose to modify the components of an existing service/program under this Contract. The Provider shall provide a written request **prior** to modifying a service/program. Failure to obtain approval may result in the Customer's Program Manager taking actions that the officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.

**SECTION 13: INDEMNIFICATION:**

1. The parties to this Agreement agree that the Customer and its agencies shall be indemnified and held harmless by the Provider for the vicarious liability of the Customer as a result of entering into this Agreement. However, the parties further agree that the Customer and its agencies shall be responsible for its own negligence. Each party to this Agreement is responsible for its own negligence.

**SECTION 14: ENTIRE AGREEMENT:**

2. This document constitutes the entire Agreement of the parties and shall not be modified, amended, altered or changed except through a written amendment and signed by the parties.

IN WITNESS, THEREOF, the parties have affixed their signature to this CONTRACT/AGREEMENT on the date written below.

1-8-2014
Tim P. Ruby — Date
Ruby Investigative Polygraph Service, LLC

4/9/14
Don E. McDaniel, Jr. — Date
County Manager
Gila County, Arizona

1-27-2014
for Bradley D. Beauchamp — Date
County Attorney
Gila County, Arizona
*Approved as to form*