DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Douglas A. Ducey
Governor

Timothy Jeffries
Director

Malissa Buzan
GILA COUNTY
5515 S Apache St, Ste 200
Globe AZ 85501

May 27, 2015

Notice of Intent

The Arizona Department of Economic Security (ADES), Rehabilitation Services Administration (RSA) is interested in entering into a contract with your Agency for the provision of **Disability Related Employment Services.**

Enclosed you will find the following documents that comprise the contract. Please review each document, complete the required forms/attachments and submit the entire package back to the RSA Contract Unit at the address below:

1. Uniform Terms and Conditions
2. DES Special Terms and Conditions

2a. Certification Regarding Lobbying*
2b. Certification Regarding Debarment*
2c. Exhibit Limited English Proficiency

3. Scope of Work

3.1 Scope of Work, Definitions

4. Attachments:
   - Contract Signature Page*
   - State of Arizona Substitute W-9*
   - Sole Proprietor Waiver(if applicable)*
   - Independent Contractor Agreement (if applicable)*
   - Facility Location Chart*
   - Contractor's Qualifications Profile*
   - *Request for Search of Central Registry Background Check * for each employee/subcontractor who will provide direct client services. This form is to be DIRECTLY submitted to one of the addresses on the first page of the form.*
   - A Data Sharing Agreement form will be sent to you after the contract award.

5. Exhibits:
   Exhibit A Client Service Plan
   Exhibit B Monthly Progress Report
   Exhibit C Service Closure Report
   Exhibit D Code of Conduct
   Exhibit E Contractor Invoice

*The documents with an * need to be completed by you before you submit back to RSA.*
After RSA reviews your completed documents and if all requirements are met, RSA will send you an executed contract.

SERVICE FACILITY LOCATION INFORMATION

Contractor's Name: Gila County dba/ Gila Employment & Special Training
This is the legal business name from the W-9 form.

Contractor's Days and Hours of Operations: M-F 8am - 3pm
Business is closed on the following holiday: All State Holidays

Address (City, State, Zip Code) where RSA Purchase Authorization will be mailed
5515 S. Apache Ave Suite 200 Globe, AZ 85501
Address (City, State, Zip Code) where RSA Payment will be mailed
5515 S. Apache Ave Suite 200 Globe, AZ 85501
Address (City, State, Zip Code) where clients will receive services (a physical Service Location/Facility):
SAA

This Facility is
☐ owned by the Contractor
☒ leased by the Contractor

Contact Information for Service Location
Name: Malissa Buzan & Helene Lopez
Phone Number: (928) 425-7631 ext 8664
Fax Number: (928) 425-9468
Email Address: mbuzan@gilacountyaz.gov & hlopez@gilacountyaz.gov

Contractor will **serve and travel** throughout the following counties:

☐ Statewide	☐ Apache	☐ Cochise	☐ Coconino	☒ Gila	☐ Graham	☐ Greenlee	☐ La Paz
☐ Navajo	☐ Maricopa	☐ Mohave	☐ Pima	☐ Pinal	☐ Santa Cruz	☐ Yavapai	☐ Yuma

All services will be available in each County checked above. YES ☒ NO ☐
If NO, attach a separate list of service types that will be provided in each county.

☐ Contractor will provide services at various public location(s) in the community.
Attach a separate listing of the proposed public locations.

5-14-15 vp

SERVICE FACILITY LOCATION INFORMATION

CONTRACTOR'S SUBCONTRACTOR INFORMATION

Contractor's Name: Gila County dba Gila Employment & Special Training

Complete this form for each Subcontractor

Subcontractor's Name:

Subcontractor's Business Address:

Subcontractor's Phone Number:

Subcontractor's Email Address:

Is Subcontractor a Small Business: YES ☐ NO ☐

Type of goods/services to be provided by Subcontractor:

The certification required of Subcontractor (if any):

The amount of time or effort (as a percent of total contract performance) that Subcontractor will perform in relation to total performance of the contract's requirements:

Description of the quality assurance measures that the Contractor will use to monitor the subcontractor's performance:

Check County (ies) where this Subcontractor will provide services to clients:

☐ Statewide	☐ Apache	☐ Cochise	☐ Coconino	☒ Gila	☐ Graham	☐ Greenlee	☐ La Paz
☐ Navajo	☐ Maricopa	☐ Mohave	☐ Pima	☐ Pinal	☐ Santa Cruz	☐ Yavapai	☐ Yuma

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Instructions for the State of Arizona Substitute W-9 & Vendor Authorization Form

eneral instructions:

1. Form GAO-W-9 should be completed by computer (electronically).

2. Vendor must type or legibly print all `Required' fields and submit to the State of Arizona agency they do business with for their review and authorization of the form.

pecific instructions:

ype of Request
elect the type of request being made. Select only one, the choices are: 1) New Request, 2) New Location or 3) Change. selecting Change, please identify what fields have changed since the previous submission. Check all changes that pply: Tax ID, Legal Name, Entity Type, Minority Business Indicator, Main Address, Remittance Address or Contact ıformation.

axpayer Identification Number (TIN)

Social Security Number (SSN) OR Federal Employer Identification Number (FEIN)
Required. Enter your 9 digit Social Security Number (SSN) **OR** Federal Employer Identification Number (FEIN). This is your Taxpayer Identification Number (TIN) as assigned by the Internal Revenue Service (IRS) or Social Security Administration (SSA).

:ntity Name

Legal Name
Required. Enter the name corresponding to the TIN given. Name must be the same as registered with the Internal Revenue Service (IRS) or Social Security Administration (SSA).

- **Individuals**: Enter First Name, Middle Name, Last Name
- **Sole Proprietorships**: Enter First Name, Middle Name, Last Name
- **ALL Others**: Enter Legal Name of the Business.

:ntity Type
:equired. Check only ONE entity type for the TIN given. If State of Arizona employee is selected, you must provide your :tate of Arizona Human Resources Information Solution (HRIS) Employee Identification Number (EIN). Board Members hould select State of Arizona employee only if they have a State of Arizona HRIS EIN, otherwise select Individual/Sole 'roprietor. If "Other" is selected, please provide a Description for your business.

linority Business Indicator
:equired. Select the most detailed description for your business. Only one selection can be made. If none apply, select ıe second from last description of Non-small, Non-Minority or Non-Women Owned Business (00). For non-businesses, lease select the last option of Individual, Non-Business (00).

'o be classified as a Small, Minority, Women-owned, or Disadvantaged Business Enterprises, a company must meet all ;ualifying standards and be at least 51 percent owned, operated, and controlled by the qualifying person or persons. For dditional information and definitions, refer to the following web site:
.ttp://www.azcommerce.com/BusAsst/SmallBiz/SBS/K1/Home.htm

lain Address-Required and **Remittance Address**-Optional Check `Same as Main' if the Remit to Address is the same :s the Main Address entered.

Doing Business As (DBA)\Branch\Location
Optional. For the remittance address, enter a DBA, branch name or location, if applicable. Also enter any continuation of the Name or Business Name if needed.

Instructions for the State of Arizona Substitute W-9 & Vendor Authorization Form

ain Address cont.-Required and **Remittance Address**-Optional Check `Same as Main' if the Remit to Address is the ;me as the Main Address entered.

Address
Required. Enter under the `Main Address' an address where tax information and general correspondence is to be mailed. Enter under Remittance Address an address where payments should be made. Foreign addresses should enter full address here.

City
Required. Enter your city.

State
Required. Select your state from the drop-down list. If you are using an address outside of the U.S., select XX-Foreign address.

Zip code
Required. Enter your 5 digit zip code. A 4 digit add on is optional. If completing online, do not enter a dash. If foreign address, do not complete field and enter full address in the address line.

ontact Information-Required

Name
Required. Enter contact name. The person indicated will be contacted for payment related questions or issues.

Title
Optional. If the form is completed on behalf of a business, please enter your title.

Phone#
Required. Enter the contact's phone number including area code. If competing online, enter 9 numeric characters ONLY, do not enter any dashes, parenthesis or other special characters.

EXT
Optional. Enter the contact's phone number extension, if applicable.

email
Optional. Enter the contact's email address. Must be in the format: email@address.com.

Fax
Optional. Enter the contact's fax number. If completing online, enter 9 numeric characters ONLY, do not enter any dashes, parenthesis or other special characters.

ertification

Exempt from backup withholding
Optional. Check box if you are exempt from backup withholding (Individuals and sole proprietors are not exempt from backup withholding. Corporations are exempt from backup withholding for certain types of payments). Refer to IRS W-9 instructions for additional information.

Signature
Required. Signature should be provided by the individual, owner, officer, legal representative, or other authorized person of the entity listed on the form. Certain exceptions to the signature requirement are listed in the IRS instructions for form W-9.

Title
Required. Enter the title of the person who signed/certified the form.

Current Date
Required. This field will default to the current date if form is completed electronically.

o not complete any remaining fields; they are reserved for use by the State of Arizona.

dditional Information
or additional information concerning certification requirements for the substitute W-9 form, refer to the instructions for ;e Internal Revenue Service form W-9 at: **www.irs.gov.**

Instructions for Certification
Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By signing and submitting this document, the prospective recipient of federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," " proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.

DES 1-01-34
Limited English Proficiency (LEP)

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

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.

III. 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.

IV. 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)

V. DEFINITIONS

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

Executive Leader: The Director, Deputy Director, 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. 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 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.

B. 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.

C. 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 procedures.

D. 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.

E. 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 a work unit determines that it does, then:

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 an LEP language binder containing language preference materials in each local office. These LEP language binders are designed to provide an opportunity for LEP persons to self-declare their language preference during local office contacts. The Department shall prominently display the LEP language binders in all its offices in which customer interaction is anticipated. These binders are developed, transmitted, and maintained as a departmental function.

F. 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 shall have a bilingual stipend program in place that 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.

G. Translation of Written Materials

1. ***Each work unit shall 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:

a. Applications;

b. Recertification or renewal applications;

c. Documents that require a response;

d. Letters or other written documents that contain information regarding participation in a program;

e. Notices of eligibility criteria, authorization or denial, applicant or participant rights, benefit or service changes, hearings, and actions affecting parental custody or child support;

f. Consent and complaint forms;

g. Appeal rights and grievance procedures;

h. 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.

i. Notices advising LEP persons of free language assistance; and

j. 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.

2. ***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.

3. ***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.

4. ***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.

H. 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.***

I. 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.

J. 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, and community-based organizations at local levels that provide social services, healthcare, and classes. Work unit procedures shall acknowledge its commitment to support the Department's 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 the public 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.

K. 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.

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.

L. 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.

M. 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. **Level I:** The Level I procedure shall require that Department customers are advised in writing of the appropriate procedure to raise an LEP-related concern. This notification also advises the customer of their right to file a complaint at any point in time with the federal agency responsible for the program for which they are applying.

   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 review and decision. The Executive Leader 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.

N. Reporting

Work units shall submit no less than annually a report to the DOEO detailing the information required in Section VI.K. of this policy. Work units shall utilize the departmental monitoring survey instrument, which identifies all mandatory points of review for each work unit. The DOEO shall report the results to the Director and the Department's Policy and Planning Administration (PPA).

ADOA-RMD

Risk Management Division

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES.

IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY (INCLUDING SINGLE MEMBER LLC), PARTNERSHIP, OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, **A.R.S. § 23-901** (et. seq.), and specifically, **A.R.S. § 23-961(P)**, that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as **Name Of Sole Proprietor's Business**. I am performing work as an independent contractor for the State of Arizona, **Enter State Agency, Department And/Or Division**, for workers' compensation purposes, and therefore, I am not entitled to workers' compensation benefits from the State of Arizona, **Enter State Agency, Department And/Or Division**. **I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.**

Name of Sole Proprietor: _____

Telephone Number: (_____) _____ - _____

Street Address / P. O. Box: _____

City: _____ State: _____ ZIP Code: _____

Signature of Sole Proprietor: _____ Date: _____

State Agency: _____ Agency #: _____

Signature of Agency
Contract Administrator: _____ Date: _____

Contract Identification: _____

Both signatures must be signed and the completed form submitted to: State of Arizona, Department of Administration, Risk Management Division, Insurance Unit, 100 North 15th Avenue, Suite #301, Phoenix, Arizona 85007. An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

_____

Signature of Risk Management Authorized Signer Date

Revised 12-19-2014

SCOPE OF WORK
EMPLOYMENT SERVICES
DISABILITY RELATED EMPLOYMENT SERVICES

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

1.1 ADES Vision: Opportunity, assistance and care for Arizonans in need.

1.2 ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

1.3 Rehabilitation Service Administration (RSA) Mission: RSA works with individuals with disabilities to achieve their goals for employment and independence.

2.0 PURPOSE

2.1 The purpose is to provide DisabilityRelated Employment Services to RSA clients in the Vocational Rehabilitation (VR) program who are individuals with a disability (hereafter referred to as "client") to assist them in obtaining, and maintaining competitive employment in integrated work environments consistent with the client's selected vocational goal, abilities, capabilities, interests, and informed choice.

2.2 Legal Authority
A.R.S. § 41-1954 A.6 provides ADES the authority to contract and incur obligations within the general scope of its activities and operations. ADES is authorized to administer the Vocational Rehabilitation program pursuant to A.R.S. § 41-1954 (A) (1) (d). RSA is authorized to provide this service under Rehabilitation Act of 1973 , as amended [29 U.S.C. 723(a); 709(c), 721(a)(6) and 723 (b) and 34 CFR 361.48 and 361.49 Scope of Vocational Rehabilitation Services for Individuals and Groups of Individuals with Disabilities], and A.R.S. § 23-503.1 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 Awards
It is the intent of ADES to make multiple awards for this service in each County to secure service coverage statewide. The Contractor(s) shall provide services throughout the entire County to be served. The anticipated start date is July 1, 2015. The Contract will be established with an initial Contract term of one (1) year with extension options.

2.4 Projected Utilization
This service is provided on an as needed, if needed, basis. There is no guarantee of the number of referrals to be provided by RSA.

3.0 SERVICE DESCRIPTION

3.1 Arizona Taxonomy Definition: Services that provide activities and assistance in support of finding, entering into or retaining a job for individuals or groups.

3.2 Definitions. See Scope of Work Definitions.

3.3 Disability Related Employment Services include:

3.3.1 Job Preparation Services to assist the client with activities which provide the client with basic skills to obtain employment.

3.3.2 Job Development and Placement to assist the client in finding a job placement that is individualized to the client's work preferences and strengths and insure a good employer/employee match.

3.3.3 Job Retention to assist the client who has been placed in employment in order to stabilize the placement and enhance job retention.

3.4 Service Eligibility

3.4.1 RSA purchases Employment Services only when RSA Counselors or other public resources (such as the Arizona Job Services and Workforce Investment, Comprehensive One Stop Centers, etc.) are unable to meet the needs of RSA clients.

3.4.2 Eligibility for service is determined by RSA Counselors (hereafter referred to as Counselor) based on the following:

1. The client has selected a vocational goal and is ready to begin searching for employment.
2. If the client has supported employment and long-term supports (also known as extended supported employment services) identified on the Individualized Plan for Employment (IPE), referral for Employment Services can only be made after funding for extended supported employment services is secured.
3. The client needs additional resources and assistance with job searching and job placement activities.
4. The client's case was successfully closed by RSA, but the client has returned to VR in Post-Employment Services per RSA policy.

3.6 Background Information

RSA is an administration within ADES that provides Vocational Rehabilitation (VR) services to individuals with physical, mental, or emotional disabilities to assist them in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.

4.0 CONTRACTOR REQUIREMENTS

The Contractor shall:

4.1 GENERAL REQUIREMENTS

4.1.1 Provide services that are culturally relevant and linguistically appropriate to the population to be 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 of 1990, as amended, to give people with disabilities an equal opportunity to benefit from program, services, and activities.

4.1.4 Be able to provide all services listed in Section 3.3 above as explicitly stated within this Scope of Work.

4.2 SERVICE REQUIREMENTS

4.2.1 Schedule a Client Service Plan meeting with the client, and/or the client's representative, and the referring RSA counselor within seven (7) calendar days upon receipt of a Referral for Services form and a written RSA Purchase Authorization to discuss client's participation in Disability Related Employment Services.

i. 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.

ii. Complete Client Service Plan form (Exhibit A).

4.2.2 Initiate service provision within ten (10) calendar days of the Client Service Plan meeting and receipt of a written RSA Purchase Authorization for Employment Services.

4.2.3 Provide training and instruction necessary for the client to develop the skills stated in Client Service Plan form (Exhibit A).

Job Preparation Services

1. Provide training and instruction necessary for the client to develop job search skills. The client shall be able to demonstrate the following skills with or without accommodations:
   i. Ability to write effective resumes which include a summary of personal contact information, all necessary elements for the job position, work history, educational achievements, work related skills, and other work related achievements; this document will be well-organized, well-written and grammatically correct and well-designed and formatted.
   ii. Ability to write cover letters, reference letters, set up personal email and voicemail accounts, and to compile a master application which completes a career portfolio; these documents are to be accurate, grammatically correct, and typed.
   iii. Ability to properly complete job applications, either online or hardcopy.
   iv. Ability to utilize various job search methods and websites including, register within each job site, filter for specific career outcomes within each site, and upload required documents into job search websites.
   v. Ability to gather employers' contact information such as email, phone contact(s) and voicemail.
   vi. Ability to learn and utilize job interviewing skills.

Job Development and Placement

1. Negotiate with employers to create, modify or restructure a community-based job such that can be performed by the client while meeting the needs of the employer.
2. Assist the client with the following:
   i. Finding a job placement that is individualized to the client's work preferences and strengths and ensure a good employer/employee match.
   ii. Applying for positions which match the vocational goal, actively searching for suitable employment, attending job fairs, and conducting follow up calls with employers.
   iii. Building and utilizing community networks and natural supports throughout the process for information and support (e.g. family, friends, previous coworkers, or other community agencies,.) based on the client's individual choice.
   iv. Determining whether to disclose disability to an employer, ensuring that the clients have all necessary information available on the potential ramifications of their choices, and promoting their preferences and self-determination.
   v. Reviewing and completing initial employment paperwork, accommodating non-work schedules, understanding work dress/uniform requirements, and other employment support needs.
   vi. Evaluating employment stability and job satisfaction at least fifteen (15) days after job placement in the same job.

Job Retention

1. Assist the client in maintaining stable employment for a period of not less than ninety (90) days after job placement in the same job.
2. Develop the skills necessary to appropriately request personal leave, sick leave, address unplanned absence and respond to a behavioral health crisis or other crisis.
3. Develop conflict resolution skills to effectively work with coworkers, customers, and supervisors.

4. Assist the client in understanding income reporting requirements of Social Security Administration and completing the necessary paperwork.
5. Assist the client in building and utilizing natural supports at work and in the community to secure long term successful job retention.
6. Provide face-to-face contacts and/or follow up contact, which may include daily or weekly job coaching support based on the job performance and skill acquisition as reported by the client/employer/vendor.
7. Assist the client in successfully transitioning to extended supported employment services.

4.2.4 Utilize modified equipment, fixtures, material or any other aids deemed necessary in order to meet the physical, mental or sensory needs of the client.

4.2.5 Use appropriate instructional techniques and resources with respect to cultural, gender, and lifestyle differences.

4.2.6 Monitor the client's progress and provide ongoing support/feedback to help the client understand his/her strengths and limitations, and encourage the client to improve his/her skills and behaviors.

i. If requested by the RSA counselor, schedule a meeting with the client and counselor to discuss client progress and skill acquisition.

4.2.7 Notify the referring RSA Counselor as follows:

1. Monthly regarding the client's progress by completing and submitting the Monthly Progress Report form (Exhibit B).
2. Verbally within one (1) calendar day if the client is encountering serious difficulties and problems that interfere with successful completion of the agreed upon objective(s).
3. Obtain the RSA Counselor's approval in the form of a new or an amended RSA Purchase Authorization prior to making any changes to the level of service provision (e.g. increase or decrease of units of service or changing the service setting), and at least five (5) calendar days prior to the expiration of the RSA Purchase Authorization. Verbal authorizations are not permitted. If the client's service objectives change during the service provision, revise the Client Service Plan form (Exhibit A), include the date of revision, and obtain approval and signature of the RSA Counselor and the client or the client's representative, in Section IV of the Client Service Plan (Exhibit A).
4. Verbally or via email within three (3) calendar days of client obtaining employment; then complete and submit Section III Employment Placement Information of Monthly Progress Report form (Exhibit B) within five (5) calendar days following client obtaining employment.
5. After service closure, within fifteen (15) calendar days, by completing and submitting the Service Closure Report form (Exhibit C), Section II for successful closures or Section III for unsuccessful closures.

4.3 QUALIFICATIONS REQUIREMENTS

4.3.1 Utilize personnel (employees or subcontractors) who meet the following requirements to oversee the services provided under this Contract and prepare progress reports:

1. A Master's Degree in a related field (e.g., Rehabilitation Counseling, Psychology, Sociology, Education, etc.) and documentation of one year of full time employment working with individuals with disabilities; or
2. A Bachelor's degree in a related field (e.g. Rehabilitation Counseling, Psychology, Sociology, Education, etc.) and documentation of two years full time employment in working with individuals with disabilities; or
3. A high school diploma or G.E.D. 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 Utilize personnel who do not have the above qualifications, but who provide direct services under this Contract, who have a high school diploma or G.E.D. and one (1) year of documented experience (preferably working with individuals with disabilities and involved in the provision of vocational rehabilitation services). These individuals may be utilized as follows:

1. On a limited basis and when assigned tasks considered preliminary or less technical in nature, and
2. Under the direction and supervision of a staff member who meets the criteria in 4.3.1 above.

4.3.2 Sign Language Interpreting personnel shall have:

1. A documented Sign Communication Proficiency Interview (SCPI) rating of Intermediate and above; or
2. American Sign Language Teacher's Certification (ASLTA) Qualified or Professional levels; or
3. 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*:
   i. National Interpreter Certification (NIC);
   ii. Registry of Interpreters for the Deaf (RID)/Certificate of Interpretation; or
   iii. National Association of the Deaf Interpreting Certification (NAD) IV or V.

4.3.3 Foreign Language personnel shall have basic competence in the subject language and ability to interpret effectively, accurately and impartially.

4.3.4 If the Contractor provides its own vehicular transportation of clients, or uses a private provider or volunteer-driven vehicles to transport clients, in addition to the requirements specified in A.C.C. R9-20-212 and 213, and all applicable Federal, State and local laws, rules and regulations, the Contractor shall have all applicable permits to transport persons, including persons with physical disabilities.

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:

1. RSA Referral for Services.
2. RSA Purchase Authorization(s).
3. Client Service Plan (Exhibit A), Monthly Progress Report (Exhibit B), and Service Closure Report (Exhibit C).
4. The Contractor's personnel time spent providing service.
5. Other documents relevant to the service provision.

4.4.2 Maintain a quality management plan in order to continuously monitor the delivery of services that meets the client's objectives to include the following:

1. Incident management, corrective action and preventions.
2. Complaints and grievances.
3. Monitoring and evaluation the service provision, i.e., measurement of outcomes as it relates to the client's objectives, and the improvement of the quality of services.
4. Routine monitoring of Contractor personnel and subcontractors to ensure the effectiveness of the relationship between the client, direct service personnel, and RSA Counselor.

4.4.3 Adhere to the Code of Conduct applicable to the Contractor (Exhibit D).

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

5.0 PERFORMANCE EVALUATION

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

5.1.1 **Performance Standard #1:** At a minimum, 80% of the ADES/RSA clients referred for services shall be accepted by the Contractor.

5.1.2 **Performance Standard #2:** At a minimum, 60% of clients who were accepted by the Contractor and shall achieve a job placement (see Scope of Work Definitions).

1. 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 Standard #2.
2. Clients who drop out due to their own personal reasons, other than dissatisfaction with the Contractor' s service provision, (e.g. medical reason, became incarcerated, 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 Standard #2.
3. Post-Employment and Job Retention services will not be included when calculating the Performance Standard #2.

5.2 RSA will conduct ongoing evaluation of the Contractor's performance through the Contractor's monthly reports, and the data collected through the RSA Database.

6.0 PAYMENT

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

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

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

1. Facility Based Service Provision means that services are provided at the Contractor's business location or facility location.
2. 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.
3. 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.
4. 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.

6.3 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.

6.4 Billable time for Hourly Rate

6.4.1 The Contractor shall bill for actual time spent with: the client, and/or the client's RSA Counselor to discuss client case; and /or employers who provide services to either face-to-face or using other communication methods (e.g. phones calls) when service provision is fifteen (15) minutes or more.

6.4.2 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.

6.5 If the Contractor becomes the client's employer, RSA will not pay for job retention service hours.

7.0 REPORTING REQUIREMENTS

The Contractor shall submit the following reporting documents:

7.1 TO RSA PAYMENT AND BILLING UNIT

By mail:
RSA Payment and Billing Unit
PO BOX 6877
Phoenix AZ 85005

By email:
AIBInvoiceScanning@azdes.gov

7.1.1 A complete and accurate *Contractor Invoice Form* (Exhibit E) within fifteen (15) calendar days following the month in which services were provided along with the following complete and accurate reporting forms:

1. Client Service Plan (Exhibit A) following a client service plan meeting and accompanying the Monthly Progress Report (Exhibit B), when a revision of service has occurred.
2. Monthly Progress Report (Exhibit B) including a copy of the resume and master application.
3. Monthly Progress Report (Exhibit B) Section III: Employment Placement Information. The Contractor shall submit a copy of this form to the referring RSA Counselor within five (5) calendar days following job placement.
4. Service Closure (Exhibit C) within fifteen (15) calendar days of service closure.

7.2 TO REFERRING RSA COUNSELOR

7.2.1 Any unusual incidents verbally within one (1) calendar day of the occurrence and a written report of the unusual incident shall be submitted within three (3) calendar days to the referring RSA Counselor. Unusual incidents include, but are not limited to:

1. Death of a client;
2. Alleged neglect, abuse, mistreatment or exploitation of a client (by anyone);
3. When the Contractor suspects that a client may be missing;
4. Suicide attempts by the client;
5. Client posing a threat to the physical or emotional well-being of an individual or Contractor's staff.

7.2.2 A verbal notification of any absences by a client within twenty-four (24) hours and a written notice within three (3) calendar days.

7.3 TO RSA CONTRACTS UNIT BY EMAIL at RSAContractsUnit@azdes.gov

7.3.1 *Facility Location Chart* to report any changes in Service Location or addition and deletion of subcontractors.

7.4 TO THE RSA MONITORING UNIT
BY EMAIL TO RSAContractMonitors@azdes.gov

7.4.1 Current Certificate of Insurance, as required in the DES Special Terms and Conditions, no later than ten (10) days prior to the expiration of the existing Certificate of Insurance.

7.5 OTHER REPORTS

7.5.1 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
EMPLOYMENT SERVICES
DISABILITY RELATED EMPLOYMENT SERVICES

RSA FEE SCHEDULE

SERVICE	FEE PER HOUR
Facility Based	$70.00
Local Itinerant	$80.00
Distant Itinerant	$100.00
Long Distance Itinerant	$120.00

Scope of Work Definitions
Disability Related Employment Services

1. Customized Employment means individualizing the employment relationship in ways that meets the needs of both employees and employers. It is based on an individualized determination of the strengths, needs, and interests of the person with a disability, and is also designed to meet the specific needs of the employer.

2. Competitive Employment means work that is performed on a full-time or part-time basis in an integrated setting; and for which an individual is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by individuals who are not disabled.

3. Extended Supported Employment means ongoing services, which are being subsidized by an agency other than RSA, are needed to support and maintain the client in employment after successful job placement and completion of IPE services in the VR program.

4. Integrated Employment means employment in which individuals with disabilities interact with non-disabled individuals (other than support staff) to the same extent that non-disabled individuals in comparable positions interact with other persons.

5. Job Placement shall meet the following criteria:
   1. The client is working successfully in a competitive, integrated setting in a job which is consistent with his/her vocational goal as specified in the client's current IPE and maintains the agreed-upon hours and maintains the agreed-upon hours for a minimum of 3 days.
   2. The client, Counselor, and Contractor consider the employment to be satisfactory and agree that the client is performing well on the job.

6. Individualized Plan for Employment (IPE) means a written program of service developed with the client that comprehensively documents the purpose, goals, responsibilities, and services necessary for a client's successful rehabilitation.

7. Job Retention means support services provided to an individual who is employed in order to stabilize the placement and promote continued employment for a period not less than 90 days after job placement in the same job.

8. Post-Employment Services means one or more Vocational Rehabilitation services that are provided following the achievement of an employment outcome and that are necessary for an individual to maintain, regain, or advance in employment, consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

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 or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the State.

1.5. *"Days"* means calendar days unless otherwise specified.

1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

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

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract.

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

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.12 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States.

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

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

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

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

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. **Risk and Liability**

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

6.2. Indemnification

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

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

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

6.4. Force Majeure.

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

such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

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

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

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

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

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

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

7. Warranties

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

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

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

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

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

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

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

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

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

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

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

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

8. State's Contractual Remedies

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

8.2. Stop Work Order.

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

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

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

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

9. Contract Termination

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

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

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

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

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

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

10. **Contract Claims**

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

11. **Arbitration**

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

12. **Comments Welcome**

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

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SPECIAL TERMS AND CONDITIONS
Professional Services/Auto /Children-Vulnerable Adult 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 at 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 the Offer and Award or Signature page and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.

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

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

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

12.5 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside of the effective dates).

13.0 Cooperation.

13.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

14.0 Data Sharing Agreement.

14.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the DES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each DES Program sharing confidential data.

15.0 Equipment.

15.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an

annual inventory of all Equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.

15.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.

15.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.

15.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.

15.5 Under a fixed price contract, Section 15.1 through 15.4 do not apply unless specifically required by federal or state law.

16.0 Reserved.

17.0 Evaluation.

17.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

17.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

18.0 E-Verify.

18.1 In addition to the terms and conditions in Section 3.10 of the Uniform Terms and Conditions, the following shall apply :

18.2 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, subsection A as may be amended. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

18.3 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.

18.4 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.

18.5 The Department retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 18.2.

19.0 Fair Hearings and Service Recipients' Grievances.

19.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

19.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

20.0 Federal Immigration and Nationality Act.

20.1 In addition to the terms and conditions in Section 3.9 of the Uniform Terms and Conditions, the following shall apply:

20.2 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

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

21.0 Fees and Program Income.

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

22.0 Fingerprinting.

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

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

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

22.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall 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 alterative 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. §35-154as 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.

SERVICE FACILITY LOCATION INFORMATION

Contractor's Name: Gila County dba/ Gila Employment & Special Training
This is the legal business name from the W-9 form.

Contractor's Days and Hours of Operations: M-F 8am - 3pm
Business is closed on the following holiday: All State Holidays

Address (City, State, Zip Code) where RSA Purchase Authorization will be mailed
5515 S. Apache Ave Suite 200 Globe, AZ 85501
Address (City, State, Zip Code) where RSA Payment will be mailed
5515 S. Apache Ave Suite 200 Globe, AZ 85501
Address (City, State, Zip Code) where clients will receive services (a physical Service Location/Facility):
SAA

This Facility is
☐ owned by the Contractor
☒ leased by the Contractor

Contact Information for Service Location
Name: Malissa Buzan & Helene Lopez
Phone Number: (928) 425-7631 ext 8664
Fax Number: (928) 425-9468
Email Address: mbuzan@gilacountyaz.gov & hlopez@gilacountyaz.gov

Contractor will **serve and travel** throughout the following counties:

☐Statewide	☐Apache	☐Cochise	☐Coconino	☒Gila	☐Graham	☐Greenlee	☐La Paz
☐Navajo	☐Maricopa	☐Mohave	☐Pima	☐Pinal	☐Santa Cruz	☐Yavapai	☐Yuma

All services will be available in each County checked above. YES ☒ NO ☐
If NO, attach a separate list of service types that will be provided in each county.

☐ Contractor will provide services at various public location(s) in the community.
Attach a separate listing of the proposed public locations.

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SERVICE FACILITY LOCATION INFORMATION

CONTRACTOR'S SUBCONTRACTOR INFORMATION

Contractor's Name: Gila County dba Gila Employment & Special Training

Complete this form for each Subcontractor

Subcontractor's Name:

Subcontractor's Business Address:

Subcontractor's Phone Number:

Subcontractor's Email Address:

Is Subcontractor a Small Business: YES ☐ NO ☐

Type of goods/services to be provided by Subcontractor:

The certification required of Subcontractor (if any):

The amount of time or effort (as a percent of total contract performance) that Subcontractor will perform in relation to total performance of the contract's requirements:

Description of the quality assurance measures that the Contractor will use to monitor the subcontractor's performance:

Check County (ies) where this Subcontractor will provide services to clients:

☐Statewide	☐Apache	☐Cochise	☐Coconino	☒Gila	☐Graham	☐Greenlee	☐La Paz
☐Navajo	☐Maricopa	☐Mohave	☐Pima	☐Pinal	☐Santa Cruz	☐Yavapai	☐Yuma

County:
Address:
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Instructions for the State of Arizona Substitute W-9 & Vendor Authorization Form

:eneral instructions:

1. Form GAO-W-9 should be completed by computer (electronically).

2. Vendor must type or legibly print all `Required' fields and submit to the State of Arizona agency they do business with for their review and authorization of the form.

pecific instructions:

ype of Request
elect the type of request being made. Select only one, the choices are: 1) New Request, 2) New Location or 3) Change. selecting Change, please identify what fields have changed since the previous submission. Check all changes that pply: Tax ID, Legal Name, Entity Type, Minority Business Indicator, Main Address, Remittance Address or Contact ıformation.

axpayer Identification Number (TIN)

Social Security Number (SSN) OR Federal Employer Identification Number (FEIN)
Required. Enter your 9 digit Social Security Number (SSN) **OR** Federal Employer Identification Number (FEIN). This is your Taxpayer Identification Number (TIN) as assigned by the Internal Revenue Service (IRS) or Social Security Administration (SSA).

.ntity Name

Legal Name
Required. Enter the name corresponding to the TIN given. Name must be the same as registered with the Internal Revenue Service (IRS) or Social Security Administration (SSA).

- **Individuals**: Enter First Name, Middle Name, Last Name
- **Sole Proprietorships**: Enter First Name, Middle Name, Last Name
- **ALL Others**: Enter Legal Name of the Business.

ntity Type
.equired. Check only ONE entity type for the TIN given. If State of Arizona employee is selected, you must provide your tate of Arizona Human Resources Information Solution (HRIS) Employee Identification Number (EIN). Board Members hould select State of Arizona employee only if they have a State of Arizona HRIS EIN, otherwise select Individual/Sole roprietor. If "Other" is selected, please provide a Description for your business.

linority Business Indicator
:equired. Select the most detailed description for your business. Only one selection can be made. If none apply, select ıe second from last description of Non-small, Non-Minority or Non-Women Owned Business (00). For non-businesses, lease select the last option of Individual, Non-Business (00).

o be classified as a Small, Minority, Women-owned, or Disadvantaged Business Enterprises, a company must meet all ualifying standards and be at least 51 percent owned, operated, and controlled by the qualifying person or persons. For dditional information and definitions, refer to the following web site:
ttp://www.azcommerce.com/BusAsst/SmallBiz/SBS/K1/Home.htm

lain Address-Required and **Remittance Address**-Optional Check `Same as Main' if the Remit to Address is the same s the Main Address entered.

Doing Business As (DBA)\Branch\Location
Optional. For the remittance address, enter a DBA, branch name or location, if applicable. Also enter any continuation of the Name or Business Name if needed.

Instructions for the State of Arizona Substitute W-9 & Vendor Authorization Form

ain Address cont.-Required and **Remittance Address**-Optional Check `Same as Main' if the Remit to Address is the ;me as the Main Address entered.

Address
Required. Enter under the `Main Address' an address where tax information and general correspondence is to be mailed. Enter under Remittance Address an address where payments should be made. Foreign addresses should enter full address here.

City
Required. Enter your city.

State
Required. Select your state from the drop-down list. If you are using an address outside of the U.S., select XX-Foreign address.

Zip code
Required. Enter your 5 digit zip code. A 4 digit add on is optional. If completing online, do not enter a dash. If foreign address, do not complete field and enter full address in the address line.

ontact Information-Required

Name
Required. Enter contact name. The person indicated will be contacted for payment related questions or issues.

Title
Optional. If the form is completed on behalf of a business, please enter your title.

Phone#
Required. Enter the contact's phone number including area code. If competing online, enter 9 numeric characters ONLY, do not enter any dashes, parenthesis or other special characters.

EXT
Optional. Enter the contact's phone number extension, if applicable.

email
Optional. Enter the contact's email address. Must be in the format: email@address.com.

Fax
Optional. Enter the contact's fax number. If completing online, enter 9 numeric characters ONLY, do not enter any dashes, parenthesis or other special characters.

ertification

Exempt from backup withholding
Optional. Check box if you are exempt from backup withholding (Individuals and sole proprietors are not exempt from backup withholding. Corporations are exempt from backup withholding for certain types of payments). Refer to IRS W-9 instructions for additional information.

Signature
Required. Signature should be provided by the individual, owner, officer, legal representative, or other authorized person of the entity listed on the form. Certain exceptions to the signature requirement are listed in the IRS instructions for form W-9.

Title
Required. Enter the title of the person who signed/certified the form.

Current Date
Required. This field will default to the current date if form is completed electronically.

o not complete any remaining fields; they are reserved for use by the State of Arizona.

dditional Information
or additional information concerning certification requirements for the substitute W-9 form, refer to the instructions for e Internal Revenue Service form W-9 at: **www.irs.gov.**

Instructions for Certification
Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By signing and submitting this document, the prospective recipient of federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," " proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.

DES 1-01-34
Limited English Proficiency (LEP)

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

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.

III. 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.

IV. 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)

V. DEFINITIONS

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

Executive Leader: The Director, Deputy Director, 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. 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 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.

B. 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.

C. 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 procedures.

D. 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.

E. 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 a work unit determines that it does, then:

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 an LEP language binder containing language preference materials in each local office. These LEP language binders are designed to provide an opportunity for LEP persons to self-declare their language preference during local office contacts. The Department shall prominently display the LEP language binders in all its offices in which customer interaction is anticipated. These binders are developed, transmitted, and maintained as a departmental function.

F. 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 shall have a bilingual stipend program in place that 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.

G. Translation of Written Materials

1. ***Each work unit shall 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:

a. Applications;

b. Recertification or renewal applications;

c. Documents that require a response;

d. Letters or other written documents that contain information regarding participation in a program;

e. Notices of eligibility criteria, authorization or denial, applicant or participant rights, benefit or service changes, hearings, and actions affecting parental custody or child support;

f. Consent and complaint forms;

g. Appeal rights and grievance procedures;

h. 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.

i. Notices advising LEP persons of free language assistance; and

j. 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.

2. ***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.

3. ***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.

4. ***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.

H. 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.***

I. 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.

J. 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, and community-based organizations at local levels that provide social services, healthcare, and classes. Work unit procedures shall acknowledge its commitment to support the Department's 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 the public 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.

K. 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.

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.

L. 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.

M. 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. **Level I:** The Level I procedure shall require that Department customers are advised in writing of the appropriate procedure to raise an LEP-related concern. This notification also advises the customer of their right to file a complaint at any point in time with the federal agency responsible for the program for which they are applying.

   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 review and decision. The Executive Leader 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.

N. Reporting

Work units shall submit no less than annually a report to the DOEO detailing the information required in Section VI.K. of this policy. Work units shall utilize the departmental monitoring survey instrument, which identifies all mandatory points of review for each work unit. The DOEO shall report the results to the Director and the Department's Policy and Planning Administration (PPA).

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Douglas A. Ducey
Governor

Timothy Jeffries
Director

Notice of Intent

The Arizona Department of Economic Security (ADES), Rehabilitation Services Administration (RSA) is interested in entering into a contract with your Agency for the provision of **Disability Related Employment Services.**

Enclosed you will find the following documents that comprise the contract. Please review each document, complete the required forms/attachments and submit the entire package back to the RSA Contract Unit at the address below:

1. Uniform Terms and Conditions
2. DES Special Terms and Conditions

2a. Certification Regarding Lobbying*
2b. Certification Regarding Debarment*
2c. Exhibit Limited English Proficiency

3. Scope of Work

3.1 Scope of Work, Definitions

4. Attachments:
   - Contract Signature Page*
   - State of Arizona Substitute W-9*
   - Sole Proprietor Waiver(if applicable)*
   - Independent Contractor Agreement (if applicable)*
   - Facility Location Chart*
   - Contractor's Qualifications Profile*
   - Request for Search of Central Registry Background Check * *for each employee/subcontractor who will provide direct client services. This form is to be DIRECTLY submitted to one of the addresses on the first page of the form.*
   - A Data Sharing Agreement form will be sent to you after the contract award.

5. Exhibits:
   Exhibit A Client Service Plan
   Exhibit B Monthly Progress Report
   Exhibit C Service Closure Report
   Exhibit D Code of Conduct
   Exhibit E Contractor Invoice

*The documents with an * need to be completed by you before you submit back to RSA.*
After RSA reviews your completed documents and if all requirements are met, RSA will send you an executed contract.

Prior to services being provided through the resultant contract, a current certification of insurance with the limits and requirements as stated in the DES Special Terms and Conditions will be required. Services are not to be provided until you receive Purchase Authorization.

MAIL the required documents by **June 15, 2015** to the following address:

ADES, RSA Contracts Unit Manager
1789 West Jefferson Street, 2nd FL. NW Site Code 930A Phoenix, AZ 85007-3202

In addition to submittal of the required documents, you must be registered as a vendor in ProcureAZ, Arizona's electronic procurement system. To register as a vendor, please go to: https://procure.az.gov. There are instructions on the website to register. Ensure that the ProcureAZ registration matches the legal name on the State of Arizona Substitute W-9 and that name matches the name for which you are registered with the Internal Revenue Service.

If you have any contract related questions, please contact Curtis Bruns at (602) 542-6012.

Certification Regarding:

Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

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

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

(1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.

(2) Where the prospective recipient of federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

Michael A. Pastor, Chairman
Name and Title of Authorized Representative

Signature

Date

Approved as to form:

Bryan Chambers
Deputy County Attorney/Civil Bureau Chief

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Contract between the Department of Economic Security (the "Department") and

Gila County dba Gila Employment and Special Training

(the "Contractor").

WHEREAS the Contractor is:

[X] 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 July 1, 2015 or on the date of last signature, whichever comes later, and shall terminate on June 30, 2016 unless extended according to the DES Special Terms and Conditions.

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

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Procurement Manager Signature

Typed Name

Title

Date

DES Contract I.D. No.:

FOR AND ON BEHALF THE CONTRACTOR

Signature of Authorized Individual

Michael A. Pastor

Typed Name

Chairman, Board of Supervisors

Title

Date

Contractor Mailing Address:

Gila Employment & Special Training
5515 S. Apache Ave Suite 200
Globe, AZ 85501

Contact Name: Helene Lopez
Title: Program Manager
Phone Number: (928) 402-8664
Fax Number (928) 425-9468
E-Mail Address: hlopez@gilacountyaz.gov

Approved as to form:

Bryan Chambers, Deputy County Attorney/Civil Bureau Chief

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

APPLICANT'S ORGANIZATION Gila County dba Gila Employment & Special Training	
Michael A. Pastor * PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: * First Name: Middle Name: * Last Name: Suffix: * Title: Chairman	
* SIGNATURE:	* DATE:

Approved as to form:

Bryan Chambers
Deputy County Attorney/Civil Bureau Chief