



OFFICE OF THE ARIZONA ATTORNEY GENERAL

MARK BRNOVICH  
ATTORNEY GENERAL

STATE GOVERNMENT DIVISION  
AGENCY COUNSEL SECTION

INTERGOVERNMENTAL AGREEMENT DETERMINATION

KR15-0113

Attorney General Contract No. \_\_\_\_\_ which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 11<sup>th</sup> day of December, 2015.

MARK BRNOVICH  
ATTORNEY GENERAL

*Erin M. McCarthy*  
Assistant Attorney General



**DEPARTMENT OF ECONOMIC SECURITY**  
Your Partner For A Stronger Arizona

KR15-0113

**INTERGOVERNMENTAL AGREEMENT (IGA)**

**Contract between the Arizona Department of Economic Security ("ADES" or Department) and the Superior Court of Arizona in Gila County ("Contractor").**

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

**WHEREAS** the Court is authorized to perform the services in the IGA pursuant to ACJA §1-402(C)(3)(i).

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

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

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

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

**FOR AND ON BEHALF OF THE <sup>Gila</sup> Superior Court of Arizona in Maricopa County**

Procurement Officer Signature	Signature
Patty Clark	<i>Timothy M. Whight</i>
Printed Name	Printed Name
Chief Procurement Officer	Presiding Judge
Title	Title
Date	12/18/15
ADES Contract Number	Contract Number

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Assistant Attorney General

By: Public Agency Legal Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**1.0 ADES VISION AND MISSION 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.

**2.0 PARTIES**

- 2.1 This Intergovernmental Agreement (IGA) is between the ADES/ Department of Child Support Services (DCSS), and the Superior Court of Arizona in ~~Maricopa~~ *Gila* County, hereinafter called the "Contractor".

**3.0 TERM OF AGREEMENT**

- 3.1 The term of this Agreement shall have an effective date of January 1, 2016, and shall end on December 31, 2021, unless otherwise agreed upon by both parties in writing.

**3.2 EXTENSION**

This agreement may be extended for a maximum of five (5) years, or portions thereof, through a written amendment by mutual agreement of the parties.

**3.3 TERMINATION**

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

**4.0 AMENDMENTS OR MODIFICATIONS**

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

**5.0 DEFINITIONS**

- 5.1 None

**6.0 PURPOSE OF AGREEMENT**

- 6.1 The purpose of this agreement is to set up and establish activities as outlined in the Federal Grants to States for Access and Visitation (A&V) Program (45 CFR Parts 303.109) to support and facilitate non-custodial parents' access to and visitation of their children.

**7.0 MANNER OF FINANCING**

- 7.1 DCSS will allocate funds after receipt of the Federal Grants to States for Access and Visitation Programs award each fiscal year.
- 7.2 Contractor agrees to provide an annual matching amount of ten percent (10%) of the annual Total Program Budget as declared on the Annual Arizona Grants for Access and Visitation Program Application, for use in access and visitation programs in accordance with this Agreement and as required in Section 469B(b)(1) of the Social Security Act.
- 7.3 Contractor agrees that all grant funds, as well as the match, are to be used only to support, facilitate, and promote noncustodial parents' access to and visitation of their child(ren) in accordance with the terms of this Agreement and as required in 42 U.S.C. Section 669b.

**8.0 SERVICE DESCRIPTION**

- 8.1 The Contractor by authorization of this Agreement and in accordance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, commonly known as welfare reform, is hereby authorized to establish and administer programs as outlined in Federal Law to support and facilitate non-custodial parents' access to and visitation of their children.
- 8.2 Activities allowable in accordance with Federal law are:

- 8.2.1 Mediation must focus on A&V issues and may be court ordered or voluntary. Mediation is a resource intensive service which typically involves professionals who meet with both parents to resolve parenting disputes and encourage the development of a mutually-agreed upon parenting time-plans. This service must focus on parent-time issues rather than general divorce issues, such as property division, financial asset division, etc.
- 8.2.2 Development of Parenting Plan must focus on A&V issues and involve the participation of both parents in order to resolve conflict and to collaboratively reach agreement. These plans must not focus on other issues that may arise between conflicted parents (financial, property division, etc.)
- 8.2.3 Parent Education must focus on A&V issues as a curriculum (multi-class or a single class) that promotes the development of healthy co-parenting relationships, understanding the benefits of shared parenting and parenting time agreements, and learning about the court procedures involved in visitation and custody orders. Parenting classes regarding discipline, child development, basic child care, etc., cannot be funded by the A&V grant.
- 8.2.4 Counseling must focus on A&V issues and includes services provided by mental health professionals to assist parents as they address inter-personal conflicts by focusing on the best interest of the child and the importance of shared parenting. This service provides support for families during the process of establishing or re-establishing relationships between a child and an absent parent, counseling cannot focus on mental health issues, such as alcohol/drug addiction, drug testing, domestic violence, anger management issues, or psychological/mental health evaluations; these issues cannot be funded by the A&V grant.
- 8.2.5 Visitation Enforcement must focus on A&V issue and may include monitoring, supervision, and neutral drop-off and pick up. Visitation enforcement includes, but is not limited to services designed to monitor parental compliance of a parenting plan agreement and visitation orders and to resolve disputes involving parental non-compliance listed below but not limited to;
  - 8.2.5.1 Monitored/Therapeutic/Supervised Visitation: Services for non-custodial parents court-ordered or voluntary, who would otherwise be denied access to their children. These services should focus on trained staff supervising the visitations in a safe setting. Note: If a program is offering "therapeutic visitation" to parents who have had their children removed by the Department of Child Safety, the A&V grant cannot pay for the cost of the therapist to address such issues as anger management, appropriate discipline techniques, general family therapy, and/or other issues identified by social services:
  - 8.2.5.2 Neutral Drop-Off/Pick-Up: Services for high-conflict parents and their children in a neutral environment for the safe exchange of a child from the custodial parent to the non-custodial parent or vice versa. These services are often available through community and faith-based organizations and/or supervised visitation centers. Note: A transporter retrieving a child from a grandparent/legal guardian and taking a child to a supervised visitation with parents is not considered an A&V service to the grandparent/legal guardian. It is only an A&V service if the conflict between the grandparent/legal guardian and the parent(s) is so high that the visit would not occur without the "Neutral Drop-Off/Pick-Up" service:
  - 8.2.5.3 Visitation Compliance Monitoring: Services usually court-connected designed to monitor parental compliance of a court order for visitation and/or custody, or parenting plan agreement, and/or to resolve disputes over non-compliance.
- 8.3 Other activities as approved in writing by ADES/DCSS

**9.0 RESPONSIBILITIES**

9.1 The ADES/ Department of Child Support Services (DCSS) and the Contractor agree as follows:

9.2 The Contractor shall:

- 9.2.1 Set up and establish activities as outlined in Federal law to facilitate non-custodial parent's access to, and visitation of their children in accordance with the terms and conditions of CFDA Program No 93.597, Grants to States for Access and Visitation Programs, Social Security Act, Part D of Title IV, section 469B, Public Law 104-193.
- 9.2.2 Complete an annual Arizona Grants for Access and Visitation Programs Application (Exhibit A) for every year it desires to participate in the Child Access and Visitation Grants. The link to the website is <http://www.acf.hhs.gov/programs/css/grants/access-visitation>
- 9.2.3 Utilize the annual Total program Budget as declared on the annual Arizona Grant for Access and Visitation program Application, for use in access and visitation programs in accordance with this Agreement and as required in Section 469(b)(1) of the Social Security Act.
- 9.2.4 The Contractor agrees to read, understand, and follow the requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, including the audit requirements of the Single Audit Act of 1984 (Public Law 98-502).

- 9.3 The ADES/DCSS will:
- 9.3.1 Reimburse the Contractor an amount not to exceed the annual Grant Amount on the annual Arizona Grants for Access and Visitation Programs Application. The amount shall be reviewed and accepted, in writing, by the DCSS Contract Manager.
- 9.3.2 Reimburse the Contractor via Automated Clearing House (ACH) by using the ACH process. Instructions and downloadable forms are found at <http://www.gao.az.gov/onlineforms/default.asp#Vendor>
- 9.3.3 Pursuant to 45 CFR Part 303, Section 303.109, ADES/DCSS shall conduct monitoring activities on the Contractor's allowable activities in accordance with Federal law under this Agreement.

**10.0 REPORTING REQUIREMENTS**

- 10.1 The Contractor shall provide to ADES/DCSS the following reports:
- 10.1.2 A Certified Public Expenditure Statement (Exhibit B) shall be completed and submitted to ADES by the 15<sup>th</sup> day of each month, following the month services were provided by the Contractor in order to obtain reimbursement for costs associated with this Agreement.
- 10.1.3 AV Monthly Local Service Provided Worksheet Sample (Exhibit C) shall be completed monthly during each participating year. The Worksheet shall be completed and submitted to ADES/DCSS by the 15<sup>th</sup> day of each month, following the month services were provided by the Contractor.
- 10.1.4 AV Monthly Anticipated Program Cost vs Actural Expenses Sample (Exhibit D) shall be completed monthly during each participating year. The Worksheet shall be completed and submitted to ADES/DCSS by the 15<sup>th</sup> day of each month, following the month services were provided by the Contractor.
- 10.1.5 The Year-End Child Access and Visitation Grant Local Service Provider Survey (Exhibit E) shall be due by October 30<sup>th</sup> of each calendar year.
- 10.1.6 Other reports as required by ADES.

- 10.2 Reports shall be sent to:
  - AZ Department of Economic Security
  - ATTN: Lucille Butler, DCSS Contracts Unit
  - Site Code 019A
  - 1789 W Jefferson Ave
  - Phoenix, AZ 85007

- 10.3 The Contractor shall submit the Certificate of Insurance as specified in entire Section 27.0 of this Agreement to:
  - AZ Department of Economic Security
  - ATTN: Lucille Butler, DCSS Contracts Unit
  - Site Code 019A
  - 1789 W Jefferson Ave
  - Phoenix, AZ 85007

**11.0 PAYMENT REQUIREMENTS**

- 11.1 Invoices shall be submitted by the 15<sup>th</sup> day of each month, following the month services were provided.
- 11.2 Invoices shall be submitted to:
  - AZ Department of Economic Security
  - ATTN: Lucille Butler, DCSS Contracts Unit
  - Site Code 019A
  - 1789 W Jefferson Ave
  - Phoenix, AZ 85007

**12.0 NOTICES**

- 12.1 All notices to the Contractor regarding this agreement shall be sent to the following address:
  - SUPERIOR COURT IN GILA COUNTY
  - ATTN: Jonathan Bearup, Deputy Court Administrator
  - 1400 East Ash Street
  - Globe, AZ 85501

12.2 All notices to the ADES/DCSS regarding this agreement shall be sent to the following address:

AZ Department of Economic Security  
ATTN: Lucille Butler, DCSS Contracts Unit  
Site Code 019A  
1789 W Jefferson Ave  
Phoenix, AZ 85007

**13.0 DISPOSITION OF PROPERTY**

13.1 None

**14.0 OTHER MATTERS**

14.1 None

**15.0 APPLICABLE LAW**

15.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. 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 licenses and permit requirements.

**16.0 ARBITRATION**

16.1 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.

**17.0 AUDIT**

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

**18.0 CERTIFICATION REGARDING LOBBYING**

18.1 Contractor shall complete a Certification for Contracts, Grants, Loans and Cooperative Agreement regarding lobbying activity. This requirement certified compliance with 31 U.S.C § 1352 which prohibits recipients and sub-recipients of federal contracts, grants, and agreements in excess of \$100,000 or loans in excess of \$150,000, from using federally appropriated funds for the purpose of lobbying the executive or legislative branches of the federal government to obtain a specific federal award.

18.2 In compliance with 45 CFR Part 93, Federal grant funds provided under this agreement may not be used by the grantee or any sub-grantee to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations. This prohibition is related to the use of Federal grant funds and is not intended to affect an individual's right or that of any organization, to petition Congress or any other level of Government, through the use of other resources.

**19.0 CONFLICT OF INTEREST**

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

**20.0 CONFIDENTIALITY**

20.1 The Contractor and ADES 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 parties shall release information to the other and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

- 20.2 The Contractor and ADES shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 et. seq. The ADES will advise the Contractor as to applicable policies and procedures the ADES has adopted for such compliance.
- 20.3 The Contractor shall adhere to standards of confidentiality of record maintenance in accordance with the law and DCSS policy. The Contractor agrees that any information provided by the Department or the State relative to the applicants or recipients of public assistance shall be used only for the administration of this agreement, or in any investigation or civil proceeding conducted pursuant to this agreement. The Contractor shall provide safeguards to restrict the use or disclose of any information concerning the Non-Custodial Parent (NCP) or Custodial Parent (CP), one to the other, is in violation of the law and grounds for immediate termination of this agreement. This includes, but is not limited to, revealing the date, location and time that a party to a case is scheduled for paternity testing.
- 20.4 The safeguards provided shall also prohibit disclose of any information which identifies by name, address, or social security number, the Custodial Person to any committee or legislative body. The Contractor agrees that any federal or state tax-related information shall be treated as confidential and shall not be disclosed.
- 20.5 The Contractor shall establish and maintain procedures and controls that are acceptable to the Department for the purpose of assuring that no information contained in its records or obtained from the Department, or from others carrying out its functions under the agreement, shall be used or disclosed by the Contractor or by the Contractor's agents, officers or employees except as required to perform duties under the agreement. Persons requesting such information shall be referred to the Department. The Contractor also agrees that any information pertaining to an individual shall not be disclosed other than to employees or officers of the Contractor for the performance of duties under the agreement, unless otherwise agreed to in writing by the Department.
- 20.6 The Contractor agrees not to use or permit the use of the names and /or addresses of individuals referred from the department for any commercial purpose.

**21.0 DATA SHARING AGREEMENT**

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

**22.0 E-VERIFY**

- 22.1 In accordance with A.R.S. § 41-4401, Contractor and the ADES warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

**23.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**

- 23.1 By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.
- 23.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**24.0 INDEMNIFICATION**

- 24.1 Indemnification for Contractor:
- 24.1.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of

any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

24.2 Indemnification for Subcontractor

24.2.1 In addition, (Superior Court of Arizona in Gila County) shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of (Superior Court of Arizona in Maricopa County)'s contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

25.0 INSURANCE REQUIREMENTS

25.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:

25.1.1 None.

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

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

1. **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 ADES shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

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.

2. **Automobile Liability**

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

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 ADES 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

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

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

- Worker's 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.

2. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:

1. The State of Arizona and the ADES, 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 Agreement.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

3. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement 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 ADES/DCSS Contract Manager, 1789 W. Jefferson Street, Site Code 019A, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

4. **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.

5. **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 Agreement. 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 Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.

All certificates required by this Agreement shall be sent directly to ADES/DCSS Contract Manager, 1789 W. Jefferson Street, Site Code 019A, Phoenix, AZ 85007. 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 Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

6. **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.
7. **Approval:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal amendment to the Agreement, but may be made by administrative action.
8. **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.

**26.0 IT 508 COMPLIANCE**

26.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-3531 and 3532 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.

**27.0 NON-AVAILABILITY OF FUNDS**

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

**28.0 NON-DISCRIMINATION**

28.1 The Contractor and the ADES 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.

**29.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

29.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**30.0 RIGHT OF OFFSET**

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

**31.0 SAFEGUARDING FEDERAL TAX RETURNS AND RETURN INFORMATION PER IRS PUBLICATION 1075**

In performance of this contract, the Contractor agrees to comply with and assume responsibly for compliance by his or her employees with the following requirements:

- 31.1 All work will be done under the supervision of the Contractor or the Contractor's employees.
- 31.2 Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and

will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an office or employee of the Contractor will be prohibited.

- 31.3 All returns and return information will be accounted for upon recite and properly stored before, during, and after processing, in attrition, all related output will be given the same level of protection as required for the source material.
- 31.4 The Contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- 31.5 Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- 31.6 All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- 31.7 No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS
- 31.8 The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and upon request to the IRS reviewing office.
- 31.9 Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns and return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as (five) 5 years, or both, together with the cost of prosecution. Such person shall notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 31.10 Each officer or employee of any person to who returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made know in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the cost of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in a award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC section 7213A and 7431.
- 31.11 Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5U.S.C. 552a(l)(1), which is made applicable to Contractors by U.S.C. 552a(M)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully disclosure the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- 31.12 The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work

under this contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

**32.0 SAFEGUARDING OF INFORMATION**

32.1 The Contractor agrees to comply with all federal statutory and regulatory provision requiring that information be safeguarded and kept confidential. These statutes and regulations include, but are not limited to, 45 CFR 309.80,45 CFR 303.21 (safeguarding information); 45 CFR 303.30 (Securing Medical Support information); and the United State internal Revenue Code (IRC) 6103.

**33.0 THIRD- PARTY ANTITRUST VIOLATIONS**

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

**34.0 TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

34.1 By entering into the Contract, the Contractor warrants compliance with Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

**35.0 FINGERPRINTING**

35.1 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.

35.2 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.

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

35.3.1 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.

35.3.2 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.

35.4 Federally recognized Indian tribes may submit and the ADES will 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. § 41-1758.07 (as may be amended).

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

36.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

36.2 The ADES 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.

- 36.3 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.
- 36.4
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 ADES whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 36.5 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>
- 36.6 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.
- 36.7 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>

**37.0 ATTACHMENTS**

- 37.1 The following list of attachments constitutes an integral part of subject agreement:
- 37.1.1 Attachment 1 - Certification Regarding Lobbying
  - 37.1.2 Attachment 2 - Certification Regarding Maintenance of Effort
  - 37.1.3 Attachment 3 - Sub-Recipient Fact Sheet

**38.0 EXHIBITS**

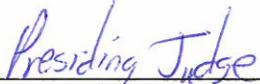
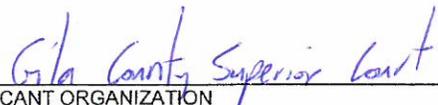
- 38.1 The following list of exhibits constitutes an integral part of subject agreement:
- 38.1.1 Exhibit A - Arizona Grants for Access and Visitation Programs Application
  - 38.1.2 Exhibit B – Certified Public Expenditure Statement
  - 38.1.3 Exhibit C – AV Monthly Local Service Provided Worksheet Sample
  - 38.1.4 Exhibit D – AV Monthly Anticipated Program Cost vs Actural Expenses Sample

**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 any 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, 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 Form to Report Lobbying," 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.

 _____ SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	 _____ TITLE
 _____ APPLICANT ORGANIZATION	 _____ DATE SUBMITTED

ATTACHMENT 2

**CERTIFICATION REGARDING MAINTENANCE OF EFFORT**

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families, for the specified activities to be performed under the Grants for Judicial Services by Superior Court of Arizona in Gila County \_\_\_\_\_, will be in addition to, and not in  
(Applicant Organization)

substitution for, comparable activities previously carried on without Federal assistance.



\_\_\_\_\_  
Signature of Authorized Certifying Official

*Presiding Judge*

\_\_\_\_\_  
Title

*12/8/15*

\_\_\_\_\_  
Date

## SUBRECIPIENT FACT SHEET

In accordance with OMB Circular A-133, Subpart D, §400(d), the following information is being provided to all sub recipients that receive federal awards passed through from the Department of Economic Security (Department).

**Official/Legal Name of Sub recipient:** Superior Court of Arizona in Gila County  
*(From the Contract)*

**Contract #** \_\_\_\_\_

**Federal Employer Taxpayer ID #** \_\_\_\_\_

- Federal Grantor's Name Department of Health and Human Services  
\_\_\_\_\_
- CFDA Title and Number 93.563  
\_\_\_\_\_
- Award Name and Number Arizona Department of Economic Security  
186600479-E8  
\_\_\_\_\_
- Award Period: January 1,2016 through December 31,2021
- Pass-through Number Assigned by the Department  
\_\_\_\_\_

(For example: **DES93.48599**, where DES identifies that these monies were passed through from the Department, 93.485 is the CFDA number, and 99 is the award year. OMB Circular A-133 requires that federal awards received by a subrecipient be identified on its Schedule of Expenditures of Federal Awards with the name of the pass-through entity and identifying number assigned by the pass-through entity.)

A copy of this Fact Sheet should be retained by the program and the subrecipient for audit purposes.