

**To: The Gila County Board of Supervisors**

**Date: January 27, 2016**

**From: The Gila County Attorney's Office**

**Re: Child Support Contract; Agenda Item # 3592**

**Section 18.2.1: Indemnification of Subcontractor**

### **COMMENT**

The Gila County Attorney's Office tried in vain to obtain a mutually beneficial contractual provision relating to indemnification of subcontractors. The contract is, nevertheless, approved as to form. This is explained in more detail below.

The State of Arizona has a contract with LabCorp to do genetic paternity testing. The contract requires the county to use the same provider. An agent of LabCorp currently uses a space in the Gila County Attorney's Office Child Support Division to do the testing.

The Gila County Attorney's Office requested that the contract indemnify the county for negligence of the state's subcontractors, e.g. if an agent of LabCorp injured a person and that person sued the county for LabCorp's negligence. However, the state refused to make that change. (Paragraph 18.2.1 requires the county attorney to cause its subcontractors to indemnify the state for any claims caused by a subcontractor of the county attorney, however, this requirement is not mutual, i.e. it does not require the state to cause its subcontractors to indemnify the county.)

The county attorney's office opines that the contract complies with the requirements to be an enforceable contract although it lacks an indemnification provision to protect the county in the event of any claims referred to above.