Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

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(928) 425-3231 Ext. 8753

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GILA COUNTY
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1400 E. Ash Street
Globe, AZ 85501

PROFESSIONAL SERVICES CONTRACT NO. 012516

CONDUCT, PROCESS, AND OUTCOME EVALUATION OF GILA COUNTY PROBATION'S CHOICES PROGRAM

THIS AGREEMENT, made and entered into this 10TH day of FEBRUARY, **2016,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and FirstEval, LLC, of the City of Scottsdale, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him or her by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself or herself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Probation Department** or designee.

All work performed by the Contractor shall be completed per Federal regulations per SAMHSA grant requirements and Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Professional Services Contract No. 012516** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Professional Services Contract No. 012516** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Professional Service Contract conflict with the Terms and Conditions of Attachment "A" to **Professional Services Contract No. 012516**, the terms and conditions of this professional services contract will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its 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 Contractor or any of its owners, officers, directors, agents, employees or subcontractors. 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 Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: 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.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County 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, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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 and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. ~~**Automobile Liability**~~

~~Bodily injury and property damage for any owned, hired, and 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 County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".~~

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

~~Workers' Compensation~~	~~Statutory~~
~~Employers' Liability~~	
~~Each Accident~~	~~$100,000~~
~~Disease – Each Employee~~	~~$100,000~~
~~Disease – Policy Limit~~	~~$500,000~~

~~a. Policy shall contain a waiver of subrogation against the County of Gila.~~

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. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured 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.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory 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 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, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Lessee from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) 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 County 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 Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 or may be emailed to Ms. Sgroi at jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's 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 County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 8 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 9 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 10 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 11 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 12 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 13– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect until all deliverables are received for Grant Year Two and Grant Year Three.

ARTICLE 14 – PAYMENT/BILLING: The Scope of Services as outlined in Attachment "A" to Professional Services Contract No. 012516 will be performed, and paid, on a lump sum basis, as identified on Attachment "A" not to exceed, without written authorization, **$9,000.00 for Grant Year 2**, and **$9,000.00 for Grant Year 3**, for a total contract amount of **$18,000.00**.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Professional Services Contract No. 012516 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 2/10/16

FIRSTEVAL, LLC

Melissa Kovacs

Signature

MELISSA KOVACS

Print Name

FirstEval, LLC
8544 E Mitchell Drive
Scottsdale, AZ 85251
602.361.8070 | mkovacs@firsteval.com

PROPOSAL
November 19, 2015 – Version 1

Scope and Plan – External Evaluation of CHOICES Program, Grant Year Two (October 1, 2015 – September 30, 2016)

Project assumptions:

- FirstEval will conduct a process and outcome evaluation of Gila County Probation's CHOICES program. FirstEval will not evaluate the content of the program itself.
- Gila County will collect all data required by SAMHSA for this grant and make such data, for the above-stated grant period, available to FirstEval at the end of every month, for analysis, such as the GAIN-Q3 standard assessment tool collected at different time periods, data collected on the "Program Outcomes" sheet, and the CSAT GPRA Core Client Outcomes Measures tool.
- Gila County will make all other assessment data collected for purposes of this grant program, from the above-stated grant period, available to FirstEval at the end of each month.
- FirstEval will analyze all grant-related data, collected by Gila County and provided to FirstEval, to measure program impacts and outcomes.
- FirstEval will rely on the already-provided program logic model.
- By August 01st of the reporting period year, FirstEval will provide Gila County with an annual written report, formatted to Gila County's liking, to accompany Gila County's SAMHSA annual grant report.
- On a monthly basis, FirstEval will rely on Gila County to provide a calendar of program sessions, and access to program sessions, for observational purposes.
- FirstEval will observe no less than ten program sessions during Grant Year Two, alternating between the Globe and Payson program locations.
- FirstEval will have access to and will talk to program participants and their parents for quick interviews during observed sessions or during break and meal times, when logistically appropriate, not interrupting participants' program participation.

- FirstEval will have access to, and will interview Gila County's CHOICES Program Manager and Project Assistant to assess program process, challenges, and potential for improvement.
- FirstEval will have access, upon receiving signatures for consent by parent/guardian and by Grossman & Grossman, and will interview Grossman & Grossman staff members, who are part of the CHOICES program, to assess program process.
- FirstEval will conduct a cursory, not comprehensive, literature review of process and outcome evaluations of juvenile probation programs similar to the CHOICES program to compare and potentially guide evaluation improvements.
- FirstEval will be available for status update meetings, no less than monthly, with Gila County. An open and frequent line of communication between Gila County's Program Manager and Project Assistant with FirstEval is expected. FirstEval will provide brief, written, monthly status updates to Gila County.

Deliverable products from FirstEval to Gila County to include:

- Cleaned, full dataset of grant-related data collected by Gila County, due by August 01st of the reporting period year.
- Summary of observations and quick interviews of program participants and their parents, due by August 01st of the reporting period year.
- Written end-of-year report on process and outcomes ready to accompany Gila County's grant report, due by August 01st of the reporting period year.

Deliverable products from FirstEval to Gila County monthly:

- Brief written project status update.

Grant Year Two Budget: $9,000

Payment Schedule – Assumes an October 01, 2015 – September 30, 2016 contract period:

DELIVERABLE	DATE	PAYMENT AMOUNT
Monthly written status update	45 days after contract is signed	$2,250
Monthly written status updates (ongoing)	May 2016	$2,250
Cleaned dataset, summary of observations, and annual report (all remaining deliverables)	August 01, 2016	$4,500

Scope and Plan – External Evaluation of CHOICES Program, Grant Year Three (October 1, 2016 – September 30, 2017)

Project assumptions:

- FirstEval will conduct a process and outcome evaluation of Gila County Probation's CHOICES program. FirstEval will not evaluate the content of the program itself.
- Gila County will collect all data required by SAMHSA for this grant and make such data, for the above-stated grant period, available to FirstEval at the end of every month, for analysis, such as the GAIN-Q3 standard assessment tool collected at different time periods, data collected on the "Program Outcomes" sheet, and the CSAT GPRA Core Client Outcomes Measures tool.
- Gila County will make all other assessment data collected for purposes of this grant program, from the above-stated grant period, available to FirstEval at the end of each month.
- FirstEval will analyze all grant-related data, collected by Gila County and provided to FirstEval, to measure program impacts and outcomes.
- FirstEval will rely on the already-provided program logic model.
- By August 01st of the reporting period year, FirstEval will provide Gila County with an annual written report, formatted to Gila County's liking, to accompany Gila County's SAMHSA annual grant report.
- On a monthly basis, FirstEval will rely on Gila County to provide a calendar of program sessions, and access to program sessions, for observational purposes.
- FirstEval will observe no less than ten program sessions during Grant Year Two, alternating between the Globe and Payson program locations.
- FirstEval will have access to and will talk to program participants and their parents for quick interviews during observed sessions or during break and meal times, when logistically appropriate, not interrupting participants' program participation.
- FirstEval will have access to, and will interview Gila County's CHOICES Program Manager and Project Assistant to assess program process, challenges, and potential for improvement.
- FirstEval will have access, upon receiving signatures for consent by parent/guardian and by Grossman & Grossman, and will interview Grossman & Grossman staff members, who are part of the CHOICES program, to assess program process.
- FirstEval will conduct a cursory, not comprehensive, literature review of process and outcome evaluations of juvenile probation programs similar to the CHOICES program to compare and potentially guide evaluation improvements.
- FirstEval will be available for status update meetings, no less than monthly, with Gila County. An open and frequent line of communication between Gila County's Program Manager and Project Assistant with FirstEval is expected. FirstEval will provide brief, written, monthly status updates to Gila County.

Deliverable products from FirstEval to Gila County to include:

- Cleaned, full dataset of grant-related data collected by Gila County, due by August 01st of the reporting period year.
- Summary of observations and quick interviews of program participants and their parents, due by August 01st of the reporting period year.
- Written end-of-year report on process and outcomes ready to accompany Gila County's grant report, due by August 01st of the reporting period year.

Deliverable products from FirstEval to Gila County monthly:

- Brief written project status update.

Grant Year Three Budget: $9,000

Payment Schedule – Assumes an October 01, 2015 – September 30, 2016 contract period:

DELIVERABLE	DATE	PAYMENT AMOUNT
Monthly written status update	45 days after contract is signed	$2,250
Monthly written status updates (ongoing)	May 2016	$2,250
Cleaned dataset, summary of observations, and annual report (all remaining deliverables)	August 01, 2016	$4,500

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Deliverable products from FirstEval to Gila County to include:

- Cleaned, full dataset of grant-related data collected by Gila County, if desired.
- Summary of observations and quick interviews of program participants and their parents, if desired.
- Written end-of-year report on process and outcomes ready to accompany Gila County's grant report to SAMHSA.
- Written end-of-grant report on process and outcomes ready to accompany Gila County's end-of-grant report to SAMHSA.